



2013
STATE OF ALASKA
ADMINISTRATIVE PLAN
FOR
STATE DISASTER PUBLIC ASSISTANCE

Alaska Division of Homeland Security and Emergency Management
Department of Military and Veterans Affairs

**STATE OF ALASKA
PUBLIC ASSISTANCE**

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DHS&EM Form 30-78 Per Diem Summary Record

DHS&EM Form 30-80 Certificate of Completion and Compliance

DHS&EM Form 30-102 Project Final Narrative Form

I. AUTHORITY

- a. State:
 - i. Alaska Statute Title 26: Alaska Disaster Act §26.23.010 - §26.23.220
Disaster Relief Fund §26.23.300
Definitions §26.23.900
 - ii. Any Executive Order of the Governor
 - iii. State of Alaska Emergency Operations Plan
 - iv. Administrative Order 170
 - v. Administrative Order 175
 - vi. Alaska Statute Title 29: Municipal Government, to include Chapters 4, 20, and 60
 - vii. Alaska Statute 44.62 Administrative Procedure Act
- b. Other Related References (not inclusive):
 - i. Alaska Administrative Manual
 - ii. Accounting Procedures Manual
 - iii. Alaska Historical Preservation Act AS 41.35.010 et seq.
 - iv. Stafford Act, Public Law 93-288, as amended by Public Law 100-707 (42 USC Chapter 68, Sect. 5121 et seq.)
 - v. FEMA Regulation, 44 CFR Part 206 “Federal Disaster Assistance”

II. PURPOSE

- a. This plan identifies the roles and responsibilities of the State in administering the State Public Assistance Program and outlines staffing requirements, policies, and procedures. In order to provide continuity to applicants involved in both federal and state disasters, the State will parallel federal regulations and policies wherever possible.

III. DEFINITIONS

- a. **Applicant:** A state, local, Indian tribal government, other legal entity, or a qualifying private, non-profit organization that receive a grant award and which is accountable to the State for the use of the funds provided. For the purpose of the state Public Assistance program and this plan, the Alaska Railroad Corporation will be regarded as a state agency and not be excluded as an eligible applicant solely based on its profit generating potential.
- b. **Applicant Briefing:** A meeting conducted by the State for all potential applicants for Public Assistance grants. The briefing occurs after an emergency or major disaster has

been declared and addresses application procedures, administrative requirements, funding, and program eligibility criteria.

- c. **Applicant Agent:** An applicant's Principal Executive Officer must specify on the Designation of Applicant's Agent Form (DHS&EM Form 30-5) an agent as the applicant's point of contact for all matters pertaining to its request for assistance. If no agent is appointed, the Principal Executive Officer or administrator will be designated as the applicant's agent.
- d. **Capability Assessment and Recovery Tool:** A written document consisting of 3 parts: 1) High Risk review, 2) Preliminary Screening, and 3) Recovery Plan. Tool is deployed as soon as possible after potential PA program applicants are identified. The purpose of this tool is to assist in determining applicant recovery capabilities and to improve project worksheet development and recovery planning.
- e. **Division of Homeland Security and Emergency Management:** The Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management (DHS&EM) has the responsibility under the Alaska Disaster Act to prepare and maintain a state emergency plan which includes provisions for prompt and effective response to disasters, emergency relief, organization of personnel, chains of command, and preventive and preparedness measures to eliminate or reduce disasters or their impact. DHS&EM is also the State agency responsible for coordinating response and recovery efforts. In each state disaster declaration, the Governor designates the Director of DHS&EM as the State Coordinator and invokes statutory powers to be executed by the DHS&EM Director.
- f. **Emergency Work:** Work which must be done before, during, and immediately after a disaster event to save lives and to protect improved property and public health and safety or to avert or lessen the threat of a major disaster. Under the Public Assistance Program, Category A (Debris Removal) and Category B (Emergency Protective Measures) are referred to as Emergency Work.
- g. **Improved Project:** When performing restoration work on a damaged facility, an applicant may decide to use the opportunity to make improvements to the facility. Projects that incorporate such improvements are called improved projects. The improved facility must have the same function and at least the equivalent capacity as that of the pre-disaster facility. Funding for such projects is limited to the original cost estimate that would be associated with repairing or replacing the damaged facility to its pre-disaster

design. The applicant must obtain approval for an improved project from the State prior to construction.

- h. **Kick-Off Meeting:** A meeting conducted by the State with each potential applicant individually in order for the applicant to identify damages, assess needs, and develop a plan of action.
- i. **Permanent Work:** Restorative work performed on damaged facilities through repairs or replacement to pre-disaster design and current applicable standards. Under the Public Assistance Program, Category C (Roads and Bridges), Category D (Water Control Facilities), Category E (Buildings and Equipment, Category F (Utilities), and Category G (Parks, Recreational Facilities, and Other Items) are referred to as Permanent Work.
- j. **Principal Executive Officer:** The Principal Executive Officer is the Mayor (normally the chief elected official), City Manager/Administrator, or where there is no home rule or general law municipality, the recognized traditional village council or an eligible incorporated non-profit entity.
- k. **Project Worksheet (PW):** Form used to document the location, damage description and dimensions, scope of work, cost estimate for a project, and identifies any special considerations.
- l. **Qualifying Private Non-Profit:** Facilities open to the general public that provide an essential governmental service or supply critical services. Essential governmental services are ones that provide educational, utility, emergency, medical, custodial care, irrigation facilities, museums, zoos, community centers, libraries, homeless shelters, senior citizen centers, rehabilitation facilities, shelter workshops, and health and safety services.
- m. **Quarterly Report:** A report that is submitted from the applicant to the State on a quarterly basis that includes details on the applicant, the project, key dates and activities completed during the quarter being reported, funds expended, cost over-run potential, and anticipated completion date.
- n. **Special Considerations:** Issues that involve insurance, floodplain management, hazard mitigation, historic preservation, coastal zone management, and environmental reviews as they relate to Public Assistance Program funding.
- o. **State Public Assistance Officer (SPA0):** DHS&EM personnel responsible for administering the Public Assistance Program at the state level. A SPA0 will be assigned for each disaster.

- p. **State Coordinator:** The person designated by the Governor to ensure disaster assistance programs are conducted in accordance with state laws and regulations, and to execute emergency powers invoked by the Governor.
- q. **State Emergency Operation Center (SEOC):** The SEOC, is the primary coordination, command, and operations center for all disasters in Alaska. The SEOC coordinates all intelligence, operations, plans, and logistics matters for the response and initial recovery phases of a disaster.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

- a. **Organization:** DHS&EM, with augmentation from other state, local, and mutual aid agencies, will staff the SEOC during the response and initial recovery phases. The Disaster Assistance section will manage the state-wide post incident recovery throughout the Public Assistance and infrastructure repair process, which may last up to 48 months through disaster closeout. See Appendix 1 for a current DHS&EM Organizational Chart.
- b. The Governor has designated DHS&EM as the state agency responsible for managing and administering the Public Assistance Program. These responsibilities are carried out by the Disaster Assistance Section and include, but are not limited to:
 - i. Assisting the local government in conducting preliminary damage assessments.
 - ii. Notifying potential applicants.
 - iii. Conducting Applicant Briefings.
 - iv. Conducting Kick-Off meetings.
 - v. Complete Capability Assessment Tool.
 - vi. Ensuring applicant compliance with all programmatic requirements.
 - vii. Assigning a SPAO.
 - viii. Determining work and applicant eligibility.
 - ix. Assisting Applicants with developing Disaster Recovery Plans
 - x. Developing the Scope of Work as part of writing the PWs.
 - xi. Processing requests for time extensions, improved projects, advance payments, and reimbursements.
 - xii. Making determinations on requests for reconsideration and other disaster-related applicant requests; providing reviews and analyses of appeals for consideration and decision by the Director of DHS&EM.
 - xiii. Complying with Procurement, Contracting and administrative requirements of the Alaska Disaster Act and related state laws.
 - xiv. Securing insurance information from applicants when required.

- xv. Reviewing and certifying project completion information.
 - xvi. Conducting quarterly reviews, site inspections, and audits as required ensuring program compliance.
 - xvii. Determining budget and staffing requirements necessary for proper program management.
 - xviii. Providing technical assistance upon request or when appropriate.
 - xix. Closing out PWs, applicants and programs.
- c. The Applicant's Responsibilities (include but are not limited to):
- i. Submitting a timely Request for Public Assistance.
 - ii. Preparing and participating in the Preliminary Damage Assessment
 - iii. Complying with the State program and grant administrative requirements.
 - iv. Meeting all deadlines established in this Administrative Plan or assigned by the State.
 - v. Attending the Applicant's Briefing.
 - vi. Attending the Kick-Off Meeting.
 - vii. Completing and returning to DHS&EM all documents included in the Applicant Agreement Package.
 - viii. Assigning a Designated Applicant Agent to work with the State throughout the Public Assistance process.
 - ix. Identifying damages that are a direct result of the disaster within identified time limitations.
 - x. Developing a Recovery Plan utilizing the outline provided in the Applicant Agreement Package
 - xi. Assisting the State in project worksheet formulation.
 - xii. Providing all required information for PW formulation within assigned deadlines.
 - xiii. Providing all documents as described and as needed from the Grant Award Package by the deadline assigned.
 - xiv. Requesting appeals, overruns, time extensions, and related requests in a timely manner.
 - xv. Providing appropriate cost documentation by established deadlines for all expenses incurred in completing the Scope of Work.
 - xvi. Ensuring contracted work is not awarded to state or federally debarred contractors.

- xvii. Reviewing PWs to ensure the location of damages, damage description and dimensions, scope of work and cost estimates are accurate and complete.
 - xviii. Tracking project costs separately for each project as costs are incurred and submitting cost documentation to support claimed expenditures in a timely manner or by the deadline assigned by the State.
 - xix. Completing the approved scope of work as described in the PW. If alternative methods of repair are needed, additional work is required, or work cannot be completed in its entirety, the applicant will notify the SPAO immediately.
 - xx. Submitting Quarterly Reports and maintaining contact with DHS&EM on all pertinent matters.
 - xxi. Monitoring projects by conducting quarterly reviews, site inspections, and audits as required, ensuring program compliance.
 - xxii. Certifying project completion.
- d. Assignment of Responsibilities:
- i. Director: Acts as the Appeal authority on all appeals.
 - ii. State Coordinator: The person designated by the Governor to execute emergency powers invoked by the Governor and ensure state disaster assistance programs are conducted in compliance with the Alaska Disaster Act and other related laws and regulations.
 - iii. Disaster Assistance Program Manager and/or Branch Chief: Will provide program oversight and will designate a SPAO who is responsible for management of the Public Assistance Program for the disaster.
 - iv. SPAO: The person designated by the Disaster Assistance Program Manager responsible for administering the Public Assistance Program at the state level. The SPAO will be the applicant's primary point of contact with DHS&EM.

V. ADMINISTRATION AND SUPPORT

- a. Administrative Support Staff: Since staffing requirements vary depending on the magnitude, type, and extent of the disaster, the following personnel may be used to assist the State Coordinator in meeting program administrative requirements. An organizational chart is included as Appendix 1.
 - i. Resource Coordinators, Project Officers, Program Specialists, Technical Specialists. Qualified personnel from applicable state agencies or contractors who may assist the State Emergency Management staff in determining legal

matters, assigning state staff in the Resource Pool, assessing damages, preparing and reviewing PWs, and conducting interim and final inspections.

- ii. Accounting/Finance. The person(s) qualified to assist the State Emergency Management staff by performing professional accounting work in the Public Assistance Program.
- iii. Other State Administrative Support Personnel:
 - 1. Technological Support Specialist
 - 2. Administrative Support Specialist
 - 3. Logistical Support Specialist
 - 4. Disaster Assistance contractors

VI. DIRECTION AND CONTROL

a. Initial Post Declaration Activities:

- i. Notify Potential Applicants. DHS&EM, SPAO(s), City Mayor(s), Administrator(s), Alaska Native Village organizations and local Emergency Management Coordinator(s) will be used to notify potential applicants of the available assistance programs. Applicants will be notified by any combination of the following methods; via letter, DHS&EM web page, telephone, and relevant media available in the affected area or posted on community bulletin boards. This notification will include the time and date of the Applicant's Briefing to be held in their area. Notification will occur as early as possible. The SPAO will mail a separate letter providing details on the roles and responsibilities of the State and Applicant, the appropriate staff to attend, items the applicant should bring to the Applicant's Briefing, and a brief overview on cost documentation requirements. The Public Information Officer for DHS&EM will also disperse information on the Applicant's Briefings through their normal communication channels.
- ii. Applicant's Briefing. Once a designated area has been approved for Public Assistance, members of the Disaster Assistance Section will conduct an Applicant's Briefing. Typically, the Applicant's Briefing is conducted by the SPAO. The number of potential applicants and the area involved in the disaster will determine the number of briefings held. The local government contact will arrange for the Applicant's Briefing location through coordination with the SPAO. Appendix 2 to this plan outlines the information that will be covered during this briefing. At the Applicant's Briefing, a Request for Public Assistance

(RPA) form will be collected from each public entity, Alaska Native Village organization, and eligible private non-profit organization interested in pursuing assistance under the Public Assistance Program. The SPAO will provide available resource documents to assist applicants in the Public Assistance process. A Kick-Off Meeting is scheduled following the Applicant's Briefing to provide the applicant with specific information required to meet particular requirements of the State Public Assistance Program.

- iii. Request for Public Assistance. The applicant must file a Request for Public Assistance (DHS&EM Form 30-1) with the State within 30 days from the date of the declaration designating the area as eligible for Public Assistance. Requests submitted after this 30-day period will be reviewed by DHS&EM for consideration. The request should be supported by a detailed justification outlining any extenuating circumstances.
- iv. Kick-Off Meeting. A Kick-Off Meeting is scheduled following the Applicant's Briefing to provide the applicant with specific information to meet the requirements of the Public Assistance Program. It is during this meeting that the applicant is advised of what records must be kept, cost estimating procedures, special considerations, and the project formulation process. The applicant will identify all known damages and anticipated repair/replacement procedures with cost estimates. Site visits are normally accomplished or scheduled at this time. This meeting also starts the 60-day deadline to identify any potential additional damages.

VII. ELIGIBILITY

- a. Eligibility: The State will screen all potential applicants for eligibility primarily utilizing the requirements in this section. The State will visit each damaged site and gather all of the information identified by potential applicants necessary to write a PW. After the Applicant's Briefing and site visits, the State will conduct a preliminary eligibility determination based on information gathered from the applicant during the site visits and from damage assessments. This will include verification by the State that the applicant is eligible for the Public Assistance program. Applicant eligibility determinations will not be made in the field during the site visits.
- b. Definitions:
 - i. **Educational institution.** Primary, secondary, and higher education schools. They are generally recognized as Public Schools under Alaska law.

1. Primary and secondary schools provide education as determined by Alaska law.
 2. Higher education schools admit students having a high school diploma or equivalent, are nationally recognized, and are state-approved post-secondary educational institutions.
- ii. **Force account.** An applicant's own labor forces and equipment.
 - iii. **Immediate threat.** The imminent threat of additional injury, damage, or destruction
 - iv. **Improved property.** A structure, facility or item of equipment which was built, constructed or manufactured. Land used for agricultural purposes is not improved property.
 - v. **Private non-profit facility.** Any private non-profit educational, utility, emergency, medical, or custodial care facility, including a facility for the aged or disabled, and other facilities providing essential governmental type services to the general public, and such facilities on Indian reservations and federally recognized Alaska native villages. Further definition is as follows:
 1. **Educational facility.** Classrooms plus related supplies, equipment, machinery, and utilities of an educational institution necessary or appropriate for instructional, administrative, and support purposes, but does not include buildings, structures and related items used primarily for religious purposes or instruction.
 2. **Utility.** Buildings, structures, or systems of energy, communication, water supply, sewage collection and treatment, or other similar public service facilities.
 3. **Emergency facility.** Those buildings, structures, equipment, or systems used to provide emergency services such as fire protection, ambulance, or rescue, to the general public, including the administrative and support facilities essential to the operation of such emergency facilities even if not contiguous.
 4. **Medical facility.** Any hospital, outpatient facility, rehabilitation facility, or facility for long-term care and any similar facility offering diagnosis or treatment of mental or physical injury or disease including the administrative and support facilities essential to the operation of such medical facilities even if not contiguous.

5. **Custodial care facility.** Those buildings, structures, or systems including those for essential administration and support which are used to provide institutional care for persons who require close supervision and some physical constraints on their daily activities for their self-protection, but do not require day-to-day medical care.
 6. **Other essential governmental service facility.** Museums, zoos, community centers, libraries, homeless shelters, senior citizen centers, rehabilitation facilities, shelter workshops and facilities which provide health and safety services of a governmental nature. All such facilities must be open to the general public.
- vi. **Private non-profit organization.** Any nongovernmental agency or entity that currently has:
 1. An effective ruling letter from the U.S. Internal Revenue Service granting tax exemption under sections 501(c), (d), or (e) of the Internal Revenue Code of 1954, or
 2. Satisfactory evidence from the State that the non-revenue producing organization or entity is a non-profit agency or entity organized or doing business under state law.
 - vii. **Public entity.** An organization formed for a public purpose whose direction and funding is provided by one or more political subdivisions of the State.
 - viii. **Public facility.** The following facilities owned by a state or local government: any flood control, navigation, irrigation, reclamation, public power, sewage treatment and collection, water supply and distribution, watershed development, or airport facility; any non-federal aid, street, road, or highway; and any other public building, structure, or system including those used for educational, recreational, or cultural purposes; or any park. Federal aid roads will be included if damages do not meet FHWA's Emergency Relief program thresholds.
 - ix. **Code and Standards.** Specific, written, adopted and enforced construction requirements/specifications that must be adhered to in order to conform to local jurisdiction mandates and laws. Must be in-place at the time of the loss and enforcement cannot be discretionary.
- c. Applicant Eligibility:
 - i. The following entities are eligible to apply for assistance under the State public assistance grant:

1. State agencies and local governments.
 2. Private non-profit organizations or institutions which own or operate a private non-profit facility as defined in this plan. An entity that provides an essential government service may also be eligible.
 3. Indian tribes or authorized tribal organizations and Alaska Native villages or organizations, but not Alaska Native Corporations, the ownership of which is vested in private individuals.
- d. General Work Eligibility:
- i. General. To be eligible for financial assistance, an item of work must:
 1. Be required as the result of the declared disaster event,
 2. Be located within a designated disaster area, and
 3. Be the legal responsibility of an eligible applicant.
 - ii. Private non-profit facilities. To be eligible, all private non-profit facilities must be owned and operated by an organization meeting the definition of a private non-profit organization.
 - iii. Public entities. Facilities belonging to a public entity may be eligible for assistance when the application is submitted through a state agency or a political subdivision of the state.
 - iv. Facilities serving a rural community or unincorporated town or village. A facility owned or maintained by a private non-profit organization or association, and providing an essential governmental service to the general public may be eligible.
 - v. Negligence. No assistance will be provided to an applicant for damages caused by its own negligence. If negligence by another party results in damages, assistance may be provided, but will be conditioned on agreement by the applicant to cooperate with the State in all efforts necessary to recover the cost of such assistance from the negligent party.
- e. Debris Removal:
- i. Public interest. Upon determination that debris removal is in the public interest, the State may provide assistance for the removal of debris and wreckage from publicly and privately owned lands and waters. Such removal is in the public interest when it is necessary to:
 1. Eliminate immediate threats to life, public health, and safety; or

2. Eliminate immediate threats of significant damage to improved public or private property; or
 3. Ensure economic recovery of the affected community to the benefit of the community-at-large.
- ii. Debris removal from private property. When it is in the public interest for an eligible applicant to remove debris from private property in urban, suburban and rural areas including large lots, clearance of the living, recreational and working area is eligible except those areas used for crops and livestock or unused areas.
 - iii. Debris removal from private property will not be approved until the property owner has agreed in writing to indemnify the State and to provide unconditional authorization to remove the debris.
 - iv. Assistance to individuals and private organizations. No assistance will be provided directly to an individual or private organization for the cost of removing debris from their own property. Exceptions to this are those private non-profit organizations operating eligible facilities.
- f. Emergency Work:
- i. General.
 1. Emergency protective measures to save lives, to protect public health and safety, and to protect improved property are eligible.
 2. In determining whether emergency work is required, the State may require certification by local and/or state officials that an imminent threat exists, including identification and evaluation of the threat and recommendations of the emergency work necessary to cope with the threat.
 3. In order to be eligible, emergency protective measures must:
 - a. Eliminate or lessen immediate threats to life, public health or safety; or
 - b. Eliminate or lessen immediate threats of significant additional damage to improved public or private property through measures which are cost effective.
 4. Emergency access. An access facility that is not publicly owned or is not the direct responsibility of an eligible applicant for repair or maintenance may be eligible for emergency repairs or replacement provided that emergency repair or replacement of the facility economically eliminates

the need for temporary housing. The work will be limited to that necessary for the access to remain passable through events which can be considered an immediate threat. The work must be performed by an eligible applicant.

5. Emergency communications. Emergency communications necessary for the purpose of carrying out disaster relief functions may be established and may be made available to local and tribal government officials as deemed appropriate. Such communications are intended to supplement but not replace normal communications that remain operable after a major disaster. State funding for such communications will be discontinued as soon as the needs have been met.
6. Emergency public transportation. Emergency public transportation to meet emergency needs and to provide transportation to public places and such other places as necessary for the community to resume its normal pattern of life as soon as possible is eligible. Such transportation is intended to supplement but not replace pre-disaster transportation facilities that remain operable after a major disaster. State funding for such transportation will be discontinued as soon as the needs have been met.

g. Restoration of Damaged Facilities:

- i. Work to restore eligible facilities on the basis of the design of such facilities as they existed immediately prior to the disaster is generally eligible except:
 1. Where appropriated funds have already been designated for construction or renovation.
 2. Where the Small Business Administration has made a declaration and a private non-profit organization, not falling within the criteria of a PNP that supplies a critical service, has applied and received a disaster loan under section 7(b) of the Small Business Act and
 - a. The Small Business Administration has declined the organization's application; or
 - b. Has eligible damages greater than the maximum amount of the loan for which it is eligible, in which case the excess damages are eligible for state assistance.

- ii. Codes and Standards. For the costs of Code and standard changes to be eligible as disaster related expenses, they must:
 - 1. apply to the type of repair or restoration required (standards may be different for new construction and repair work);
 - 2. be applicable to the pre-disaster use of the facility;
 - 3. be adopted and implemented by the State or local government on or before the disaster declaration date;
 - 4. apply uniformly to all similar types of facilities within the jurisdiction of owner of the facility; and
 - 5. must have been enforced during the time it was in effect.
- iii. Repair vs. replacement.
 - 1. A facility is considered repairable when the costs to repair eligible disaster damages does not exceed 50 percent of the cost of replacing a facility to its pre-disaster condition, and it is feasible to repair the facility so that it can perform the function for which it was being used as well as it did immediately prior to the disaster.
 - 2. If a damaged facility is not repairable, approved restorative work may include replacement of the facility. The applicant may elect to perform repairs to the facility, in lieu of replacement, if such work is in conformity with applicable standards. However, eligible costs shall be limited to the less expensive of repairs or replacement.
- iv. Relocation.
 - 1. The State may approve funding for and require restoration of a destroyed facility at a new location when:
 - a. The facility is and will be subject to repetitive heavy damage;
 - b. The approval is not barred by other provisions; and
 - c. The overall project, including all costs, is cost effective as determined by DHS&EM.
 - 2. When relocation is required by the State, eligible work includes land acquisition and ancillary facilities such as roads and utilities, in addition to work normally eligible as part of a facility reconstruction. Demolition and removal of the old facility is also an eligible cost.
 - 3. When relocation is required by the State, no future funding for repair or replacement of a facility at the original site will be approved.

- v. If relocation of a facility is not feasible or cost effective, the State may disapprove funding for the original location when it is determined that restoration at the original location is not in the public interest.
 - vi. Equipment and furnishings. If equipment and furnishings are damaged beyond repair, comparable items are eligible as replacement items.
 - vii. Library books and publications. Replacement of library books and publications is based on an inventory of the quantities of various categories of books or publications damaged or destroyed. Cataloging and other work incidental to replacement are eligible.
 - viii. Artwork and Collectibles. These items and museum pieces by their very nature generally are one-of-a-kind and thus can't be replaced. Therefore replacement is not an eligible cost.
 - ix. Beaches. Replacement of sand on an unimproved natural beach is not eligible.
 - x. Improved beaches. Work on an improved beach may be eligible under the following conditions:
 - 1. The beach was constructed by the placement of sand (of proper grain size) to a designed elevation, width, and slope; and
 - 2. A maintenance program involving periodic re-nourishment of sand must have been established and adhered to by the applicant.
 - xi. Restrictions.
 - 1. Alternative use facilities. If a facility was being used for purposes other than those for which it was designed, restoration will only be eligible to the extent necessary to restore the immediate pre-disaster alternate purpose.
 - xii. Inactive facilities. Facilities that were not in active use at the time of the disaster are not eligible except in those instances where the facilities were only temporarily inoperative for repairs or remodeling, or where active use by the applicant was firmly established in an approved budget or the owner can demonstrate to the State's satisfaction that use by the applicant was imminent.
- h. Allowable Costs:
- i. Eligible direct costs (Generally costs that can clearly be attributed to completing eligible work are eligible).
 - ii. Reasonable and necessary.
 - iii. Compliant with state and local competitive procurement guidance.

- iv. Reduced by credits and/or insurance proceeds.
 - 1. Applicant-owned equipment. Reimbursement for ownership and operation costs of applicant-owned equipment used to perform eligible work shall be provided in accordance with the following guidelines:
 - a. Rates established by community/agency. In those cases where an applicant uses reasonable rates which have been established or approved under state guidelines in its normal daily operations, reimbursement for applicant-owned equipment shall be based on such rates.
 - b. When local equipment rates are not established, reimbursement will be based on Equipment Rates published by State DOT&PF.
 - c. Direct Administrative Costs covers the necessary direct costs of requesting, obtaining and administering state assistance per PW under a state disaster.
 - 2. Force Account Labor Costs. The straight- or regular-time salaries and benefits of an applicant's permanently employed personnel are not eligible when performing emergency work. However, on permanent work projects, the straight- or regular-time salaries and benefits of an applicant's permanently employed personnel are eligible.
 - 3. Temporary Hires. Temporary employees are extra personnel hired as a direct result of the disaster to perform eligible work. Regular and overtime costs are eligible for both Emergency and Permanent work.
- i. Disallowed costs:
 - i. Indirect costs.
 - 1. No indirect costs of applicant are separately eligible.
 - 2. Duplication of benefits is not allowed i.e., insurance proceeds and other credits must be deducted from any grant award.

VIII. PROJECT WORKSHEETS

- a. State Responsibilities:
 - i. The State will participate at all levels in the Public Assistance process. The levels of state involvement include:
 - 1. Conducting Preliminary Damage Assessments (PDA) and damage surveys to serve as a basis for writing PWs and obligating funds to applicants.

2. Conducting Applicant Briefings. DHS&EM will schedule these briefings in consultation with local officials to ensure all potential applicants are informed of date, time, and location. These briefings provide Public Assistance eligibility information and are essential in identifying appropriate participants for Kick-Off meetings.
 3. Conducting Applicant Kick-Off meetings. DHS&EM will schedule meetings following the State's Applicant's Briefing to provide applicants with specific information to meet the requirements of the Public Assistance Program. Applicants will have 60-days from this kick-off meeting to provide all information necessary to complete PW formulation. Applicants may submit a written Time Extension request for situations clearly beyond their control (weather, emergencies etc.)
 4. Provide all applicants with the Applicant Agreement Package. (Section III)
 5. Provide all eligible applicants with the Grant Award Package. (Section IV)
 6. Assisting the applicant in developing scopes of work and cost estimates.
 7. Providing state support as needed (personnel to assist with highly technical projects and/or to resolve disputes, etc.)
 8. Upon drafting the PWs, the State may identify areas that require further explanation, information, or documentation. The applicant agent will be notified of any additional required information that must be provided within a prescribed deadline or risk having their project files closed (appeal rights will apply).
- b. Applicant Responsibilities:
- i. Identify all eligible work and submit all costs for disaster-related damages.
 - ii. Assist in the preparation of the (PWs) along with the DHS&EM representative, to include how the work will be completed and cost estimates.
 - iii. Submit required information necessary to complete the project formulation process.
 - iv. Complete and return to SPAO, the Applicant Agreement Package by assigned deadline.
 - v. Certify completion of all projects and compliance with appropriate regulations or policies.

- vi. Apply for and obtain all necessary permits.
 - vii. Review draft PW's prior to the State obligating funds.
 - viii. Report any additional damage not previously identified to the SPAO within 60 days of the kick-off meeting or actual site visit if extenuating circumstances exist. The SPAO will grant the applicant an extension of time to report additional damages on a case-by-case basis if the State determines it is warranted.
 - ix. Notify the State of any special considerations and/or technical assistance requirements needed to facilitate project approval.
 - x. Submit completed Applicant Agreement Package to DHS&EM within 30 days of receiving the package.
 - xi. Prepare and provide to DHS&EM a Disaster Recovery Plan
- c. Public Assistance Administration:
- i. Approved PWs will be the basis for issuing grants to eligible applicants in accordance with this plan and Division of Homeland Security and Emergency Management Policies.
 - ii. If the applicant does not submit the Applicant Agreement Package (Appendix 3) within the prescribed timeframe, DHS&EM will assume the applicant is no longer interested in the Public Assistance process and begin closing the applicants file, following all appeal rights procedures.
 - iii. Grant Agreement Package includes:
 - 1. Grant Agreement Cover Letter (A3-1)
 - 2. Designation of Applicant's Agent (DHS&EM Form 30-5)
 - 3. Assurances and Agreements (DHS&EM Form 30-57)
 - 4. Waiver of Sovereign Immunity (DHS&EM Form 30-62) (Tribal Gov)
 - 5. Recovery Plan template
 - 6. Contract/Procurement information
 - 7. Request for Public Assistance (RPA)
 - iv. Grant Award. After the applicant submits the Applicant Agreement Package to the State, the applicant will receive a Grant Award Package. Appendix 4 reflects examples of the information that will be included in the Grant Award Package:
 - 1. Award Letter (A4-1)
 - 2. PW(s) (DHS&EM Form 30-20)

3. Applicant's Benefits Calculation Worksheet (DHS&EM Form 30-71)
 4. Request for Funds Form (DHS&EM Form 30-3)
 5. On-Behalf-Of Payment Form
 6. Procurement Method Report (PMR)
 7. Non-Competitive Single Source Procurement Form
 8. Project Quarterly Report (DHS&EM Form 30-60)
 9. Statement of Documentation in Support of Amount Claimed (DHS&EM Form 30-4)
 10. Certificate of Compliance (DHS&EM Form 30-80)
 11. Project Final Narrative Form (DHS&EM Form 30-102)
 12. Force Account labor Summary (DHS&EM 30-72)
 13. Materials Summary Record (DHS&EM 30-73)
 14. Rented Equipment Summary Record (DHS&EM 30-74)
 15. Contract Work Summary Record (DHS&EM 30-75)
 16. Force Account Equipment Summary Record (DHS&EM 30-76)
 17. A copy of the Administrative Plan for Public Assistance
- v. If DHS&EM determines that an award will be made to an Applicant that has demonstrated difficulties in Public Assistance program performance in the past or may in the future, special conditions will be imposed. An applicant may be considered "High Risk" if DHS&EM determines that the applicant has a history of unsatisfactory performance, is not financially stable, has not conformed to terms and conditions of previous awards, is non-compliant with single audit requirements or is otherwise not responsible. Restrictions will correspond to the "High Risk" condition and may be included in the award. If DHS&EM decides to impose such conditions, notification to the applicant will occur as early as possible, in writing, and provide the nature of the special conditions/restrictions, the reason(s) for imposing them, the corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions. Special conditions or restrictions may include:
- a. Payment on a reimbursement basis only;
 - b. On-Behalf-Of (formerly Direct Vendor) payments only;

- c. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given funding period;
- d. Requiring additional, more detailed financial reports;
- e. Additional project monitoring;
- f. Submission of Monthly rather than Quarterly Reports;
- g. Requiring the applicant to obtain technical or management assistance;
- h. Periodic on-site project monitoring visits;
- i. Establishing additional prior approvals;
- j. The method of requesting reconsideration of the conditions/restrictions imposed; and
- k. Any special conditions imposed will require written acceptance of the special conditions by the applicant. Failure to accept special conditions may result in project closure and de-obligation of funding.

IX. PROJECT FUNDING

- a. Disbursement of Funds: The State will disburse funds to the applicant after the PWs are obligated and after the applicant completes the Applicant Agreement and Grant Award Packages. Funds may be disbursed to applicants through requests for an Initial Incentive Payment, advance of funds, reimbursements for partial payments based on actual expenditures, or upon completion of the project and submittal of all required back-up documentation. Typically the applicant will have to pay for all disaster-related repairs up front and then submit all the required back-up documentation to the State for audit and reimbursement. The audit process is a complete reconciliation of all cost documentation submitted by the applicant to verify compliance with the PW scope of work, proper procurement methods, adherence to timelines, reasonableness of costs, completeness of Close-Out forms etc. All completed payment requests are forwarded to the Disaster Grants section tracking, for final review and payment processing. The State can advance up to 30% of the PW estimate and under special circumstances, may provide an Initial Incentive Payment of up to 75% of approved each PW.
- b. For all Projects: All approved project funding is based on documented actual costs. Because of the complexity and nature of most projects, however, work typically is not complete at the time of state approval. Therefore, projects initially are approved based on

estimated costs. Funds generally are made available to the applicant on a progressive payment basis as work is completed (up to 75% of the total PW amount). When all work associated with the project is complete, the State will make any final funding adjustments.

- c. Advance of Funds: Upon the applicant's submittal of a "Request for Funds" form (DHS&EM Form 30-3), the State may advance an applicant up to 30% of the total project worksheet cost estimate, which must be used within 30 days of receipt and provide evidence of liquidation (supporting documents, summary forms etc.) to the disaster SPAO within 60 days. The applicant must have a basis for the requested funds, such as anticipated contractor bills or force account payrolls to meet. Any amount not expended within the 30-day timeframe, must be returned to the State immediately. Failure to comply with this requirement may jeopardize current and future grant funds and will require you to report and return interest earned while these funds were on deposit. An applicant may request an additional 30% advance payment of funds on the PW by completing an additional "Request for Funds" form and providing all back-up documentation to substantiate expenditures for all previous advances. The total advance for any one PW will not exceed 75% of the PW amount. If the cost documentation is not received within the deadline associated, DHS&EM may start collection proceedings and close out the applicant's project file. No additional advances will be issued until complete documentation of the expenditures of all prior advances has been received by DHS&EM. State agencies are ineligible for advances as their funding is provided through a Reimbursable Service Agreement (RSA) contract. If a applicant has requested and been granted an Initial Incentive payment of up to 75%, the applicant will be exempted from the standard 30 day liquidation requirement. However Initial Incentive Payments should only be requested on projects that can be 100% complete within the original deadline. Time extensions will not be allowed.
- d. On-Behalf-Of (OBO) (formerly Direct Vendor Payments): Applicants may request that some costs incurred for eligible work performed be paid directly to the vendors who provided the goods or services. Applicants who request this method of payment must complete and sign the "Request for OBO" form. Additionally, the applicant must submit any original invoice(s) or certified copies of invoice(s) signed by the vendor. Any costs included in the invoice(s) deemed ineligible under the project scope of work will remain the responsibility of the applicant for payment. OBO payments may exceed the 75% maximum reimbursement to applicants.

- e. Cost Overruns: Since many of the PWs are based on cost estimates, the applicant may incur additional expenses that exceed the cost estimate assigned to the project.
 - i. Project Cost-Over Run.
 - 1. Applicants must monitor their projects and notify the State as soon as possible if the need for additional funding is discovered. Applicants must not assume that such costs can be reported at the end of the project and that additional funds will be approved automatically.
 - 2. The Cost Over-Run request must be in writing and contain a detailed justification for the necessity for any additional costs to complete the PW scope in order for the State to make an eligibility determination. If the increase is due to additional damage, the applicant must clearly demonstrate the additional damage is a direct result of the declared event and explain how it was not identified during project worksheet formulation.
 - 3. To determine eligibility, the SPAO will work with the applicant to identify and request any additional information or documentation that may be required to render a decision.
 - 4. The SPAO will utilize the Cost Over-Run Checklist to assist with the eligibility and approval process.
 - 5. The cost over-run request must be reviewed by the SPAO and Public Assistance Branch Chief, and then forwarded to the Disaster Assistance Program Manager with a recommendation.
 - 6. If the request is approved, the SPAO will take actions necessary to ensure funds are available and write an amendment to the PW adjusting the approved amount. SPAO will submit the amended PW to the applicant for review and signature. Upon return, the SPAO will take action necessary to encumber the new approved amount.
 - 7. Disaster Grants staff will be informed of any funding changes.
 - 8. If the request is denied, the SPAO will submit a letter to the applicant informing them that their request is denied. This letter will contain information on why it was denied and the appropriate appeal procedures.
 - ii. Project Tracking. The SPAO will monitor each assigned disaster and utilizing the Disaster Status Report, maintain detail awareness of each PW. In addition, the Disaster Status Report will include details on the progress of each project, the

status of advances, level of completeness and category of work. The SPAO will complete at least one on-site inspection for all complex projects during the initial 18-month deadline. The SPAO will increase monitoring activity of any applicant who is non-compliant with project work or reporting procedures. Results of this monitoring activity will be utilized to impose additional conditions as needed to ensure program integrity as appropriate.

- iii. Insurance Requirements. Prior to approval of a state grant for the repair, restoration or replacement of an insurable facility or its contents damaged by a major disaster:
 1. PW approved amount shall be reduced by the amount of any insurance recovery anticipated or actually received relating to eligible costs. DHS&EM may adjust its determination of approved costs after review of whether the insurance settlement actually restores facility to pre-disaster condition, function, and capacity.
 2. The full coverage available under the standard flood insurance policy from the National Flood Insurance Program (NFIP) will be subtracted from otherwise eligible costs for an insurable facility and its contents within the special flood hazard area, provided the applicant was so advised as a condition of assistance in a prior disaster.
 3. Applicants with damaged insurable facilities will be notified to purchase and maintain insurance on that facility for the minimum amount of the grant award and for the type of peril that caused the damages.
- iv. Recouping Funds. If an approved PW is totally or partially de-obligated, the applicant will be notified as soon as possible. Reimbursement by the applicant to the State will be requested after a supplemental “amendment” to the PW (de-obligating the approved funding) is processed.

X. PROJECT FUNDING, OPTIONS, AND REQUIREMENTS

- a. Improved Projects: When performing permanent restoration work on a damaged facility, a applicant may decide to use the opportunity to make improvements to the facility while still restoring it’s pre-disaster function and at least it’s pre-disaster capacity. These projects will be designated “Improved Projects” and must be requested in advance by the applicant. The request must include:

- i. A reason for requesting an improved project.
- ii. A description of the proposed work.
- iii. A schedule of work.
- iv. A cost estimate.
- v. Information adequate to establish compliance with special requirements, including, but not limited to, floodplain management, environmental assessment, protection of wetlands, endangered species, and insurance.
- vi. Funding for such improved projects will be limited to the original estimate of the approved PW to bring the facility back to pre-disaster condition.
- vii. Improved project requests must be approved by the State prior to starting the improved portion of the proposed work. If denied, the applicant will be notified, in writing, as to why the request was denied and advised of their right to appeal the determination.

XI. TIME LIMITATIONS

The State requires approved Public Assistance work be completed within specified timeframes from the disaster declaration date. The time limit for Emergency work (Category A-B) to be completed is 6 months. The time limit for Permanent Work (Category C-G) is 18 months. Time Extensions: The State may grant time extensions of the completion deadlines for all Emergency and Permanent Work PWs on a case by case basis only for extraordinary circumstances clearly beyond the applicant's control.

- a. For Debris Removal and Emergency Work PWs, the SPAO may grant an additional 6 months for the applicant to complete all aspects of the Scope of Work, provided sufficient justification is received.
- b. For Permanent Work, the SPAO may grant an additional 30 months for the applicant to complete all aspects of the Scope of Work, provided sufficient justification is received. Time extensions will be given in a maximum of 12-month increments, unless it is obvious that the project is of such a size and complexity to warrant additional time beyond 12 months.
- c. Requests by applicants for time extensions must include the following:
 - i. The PW number the time extension is being requested for;
 - ii. The dates and provisions of any previous extensions granted;
 - iii. A detailed justification for the delay and need for more time;
 - iv. Project work schedule with milestones and
 - v. A projected completion date.

- d. In order for the State to approve any time extension, the SPAO should complete the time extension request checklist to ensure applicant compliance with all other program requirements.
- e. If an applicant requests a time extension for permanent work beyond the 48-month time frame from the declaration date, the SPAO must submit the request through the Public Assistance Branch Chief to the Disaster Assistance Program Manager for approval.
- f. If the time extension is denied, the applicant may, upon completion of the project, be reimbursed for eligible project costs incurred up to the latest approved completion date. If the project is not completed, no additional funding will be processed and the State may recoup funds previously disbursed for that project.
- g. If the request is denied, the SPAO will submit a letter to applicant informing them that their request is denied. This letter will contain information on why it was denied and the appropriate appeal procedures.
- h. SPAO's will maintain current time extension dates on the Disaster Monthly Status Report and will process Time Extension requests promptly. The following are examples of circumstances that may justify time extensions:
 - i. Examples:
 - 1. Delays caused by weather.
 - 2. Delays caused by limited construction season.
 - 3. Delays caused by limited barge service in a remote community.
 - 4. Other extraordinary circumstances or unusual project requirements beyond the control of the applicant.

The following are examples of circumstances that do not justify time extensions:

- ii. Examples:
 - 1. Requests that are not supported by a detailed justification for delays.
 - 2. Requests for projects where Quarterly Reports or site monitoring visits fail to demonstrate "Good Faith" attempts to meet original deadline.
 - 3. Requests made that do not include the required information outlined in (e) (iii) above.
- iii. Outline of Time Limitations:
 - 1. The applicant must adhere to the following time limits during the Public Assistance process:

- a. Request for Public Assistance. The applicant must file a Request for Public Assistance with the State within 30 days from the date of the Governor's declaration.
- b. Identifying Additional Damages. The applicant has 60 days from the date of the Kick-Off meeting to notify the State of any damages not yet reported.
- c. Advance Funds. The applicant may be required to refund all or part of the advance unless they provide back-up documentation to the State substantiating all costs for the entire amount within 60 days of the date the applicant received the advance.
- d. Completion of Emergency Work. Emergency Work (Category A–B) must be completed within 6 months. The SPAO may approve an additional 30 months if there are extraordinary circumstances or unusual project conditions beyond the applicants control.
- e. The SPAO may approve an additional 6 months if there are extenuating circumstances or unusual project conditions.
- f. Completion of Permanent Work. Permanent Work (Category C-G) must be completed within 18 months. The SPAO may approve an additional 30 months if there are extraordinary circumstances or unusual project conditions beyond the applicants control.
- g. Projects Identified as 100% Complete. When a PW is identified as 100% complete, (through applicant conversations, Quarterly Reports, etc.) the applicant has 90 days to submit all back-up documentation (timesheets, pay stubs, invoices, etc.) to substantiate the eligible costs associated with the PWs and project Close Out forms [Project Final Narrative (DHS&EM 30-102), and Statement of Documentation (DHS&EM Form 30-4)].
- h. If a PW is 100% complete prior to the PW being written, the applicant has 90 days to submit all back-up documents and Close Out forms (timesheets, pay stubs, invoices, etc.) from the time the PW is received and accepted by the applicant.

- i. Quarterly Reports. Quarterly Reports are due 15 days after the quarter ends. Failure to provide quarterly reports may result in funding being withheld or withdrawn.
- j. Applicant Agreement Package. The applicant must submit all required state forms within 30 days of receiving the Applicants Project Application Package.

XII. PROJECT COMPLETION AND CLOSEOUT

- a. Upon project completion, the applicant is required to submit a Statement of Documentation Form (DHS&EM 30-4), a Project Final Narrative Form (DHS&EM 30-102), and appropriate summary forms to the State certifying that the work has been completed, to include all back-up documentation (timesheets, pay stubs, invoices, etc.) substantiating the eligible costs associated with the PW(s). The applicant must also include a vendor screen shot from the federal SAM site (<https://www.sam.gov/portal/public/SAM/>) to verify vendor is not barred. The State will review the project's documentation to verify the actual project cost.
- b. If a project is 100% complete at the time the PW is prepared and the applicant is not claiming additional funding, no on-site final inspection is required however, the SPAO will complete the final inspection form indicating the project was complete when the PW was written. For those projects of a technical nature, a qualified member of the applicable state agency may assist in the final inspection. The final inspection will be completed as soon as practical.
- c. When work associated with a PW is 100% complete, the applicant has 90 days to submit all project Close Out forms and back-up documentation (timesheets, pay stubs, invoices, etc.) to substantiate the eligible costs associated with the PW(s). Upon receipt of the documentation, the State will audit the documentation and complete a Final Inspection Report (DHS&EM Form 30-7), as required, and closeout the PW. If the applicant does not provide the required documentation within the 90-day time limit, the State may deobligate all or part of the remaining funds and close the PW.
- d. If an approved project is not completed, the applicant may be required to return all or part of the State funding that was provided for the project. There may be instances where an "amendment" to the PW can be written to adjust the Scope of Work and cost estimate to reflect actual work completed. Damages **NOT** repaired may not be funded as a result of future disasters.
- e. Audit Requirements:

- i. State law mandates: “An entity that receives state financial assistance with a cumulative total of \$500,000.00 or more during Alaska’s fiscal year, shall submit to the Statewide Single Audit Coordinator (Dept of Administration, Division of Finance), within one year after the end of the audit period, an annual audit report covering the audit period.” See AS 37.05.030 and Alaska Administrative Code 2 AAC 45.010 Audit requirements.
 - ii. Applicants will be required to provide DHS&EM a copy of the Single Audit.
 - iii. Applicants will be advised to retain records and supporting documentation for three (3) years after closeout of their last remaining PW. DHS&EM will provide a one-time per state/federal declared disaster, \$10,000 Audit Allowance for applicants who receive at least \$400,000 in disaster grant funding associated with the Public Assistance program
- f. Direct Administrative Costs: The State will reimburse the applicant’s reasonable direct costs to cover the extraordinary cost of requesting, receiving, and administering state disaster funds. The State will assist the applicant in developing an estimate of these costs and this cost will be included as a line item in the corresponding PW. There are no indirect administrative costs eligible under this program. Direct Administrative Costs will be accounted for in a similar manner as all other expenditures and back-up documentation will be required upon final reconciliation.
- g. Disputes/Conflict Resolution:
 - i. The following conflict resolution process should be followed to expedite funding and minimize applicant appeals:
 1. The applicant will notify the SPAO of the unresolved issues.
 2. The SPAO will attempt to resolve the issue with the applicant. If the issue remains unresolved, the SPAO will refer the issue to the Public Assistance Branch Chief.
 3. If the issue cannot be resolved, it will be forwarded to the Disaster Assistance Section Program Manager for resolution.
 4. The Applicant is encouraged but not required to follow steps 1-3 above before filing an appeal with the State. Issues are likely to be clarified for the applicant and resolution may be expedited. The time limits within which an appeal must be filed are not affected by using this informal process, and an applicant wishing to file an appeal must meet the appeal deadlines regardless of ongoing attempts to resolve the issues.

ii. Appeals

1. An applicant may appeal any programmatic decision rendered by the state Public Assistance section. All appeals must be submitted by the applicant to the DHS&EM Director within 60 days from the date of receiving written notice of the decision being appealed.
2. Upon receiving a written appeal from the applicant, DHS&EM will review the material submitted, make additional investigations as necessary, and forward the appeal with a written recommendation and a range of alternatives to the DHS&EM Director for a final decision.
3. The DHS&EM Director will submit a final decision to the applicant regarding the appeal within 60 days.
4. The final decision by the DHS&EM Director constitutes a final administrative determination and is subject to judicial review under AS 44.62 (Administrative Procedure Act).

XIII. RECORDS AND REPORTS

- a. Quarterly Reports: The applicant must submit a Quarterly Report to the State. The first Quarterly Report must be submitted at the completion of the reporting period in which the PW was issued to the applicant. Failure to provide Quarterly Reports may result in funding being withheld or withdrawn. Quarterly Reports are due 15 days after the quarter ends. Dates and reporting deadlines are:
April 1 to June 30 (report due to DHS&EM by July 15)
July 1 to September 30 (report due to DHS&EM by October 15)
October 1 to December 31 (report due to DHS&EM by January 15)
January 1 to March 31 (report due to DHS&EM by April 15)
- b. Closeout:
 - i. Each applicant will be closed out when it is determined that:
 1. that all projects have been completed,
 2. all necessary documents have been received,
 3. any appeal for project overruns have been reconciled,
 4. the costs for each individual project have been reconciled,
 5. all project payments have been made, and
 6. no further action is pending or anticipated including litigation or lawsuits.

- ii. When all applicants have been closed out and all eligible state funding has been reconciled, the State Public Assistance Program for the disaster will be closed.
- iii. The closeout of a grant:
 - 1. does not affect the State agency's right to disallow costs and recover funds based on a later audit or other review.
 - 2. does not affect the State's obligation to return any funds due as a result of later refunds, corrections or other transactions.
 - 3. does not affect the aforementioned records retention requirements.
 - 4. does not affect the audit requirements in AS 37.05.030 and Alaska Administrative Code 2 AAC 45.010.
- iv. Project Documentation (Record Retention) – The applicant will be required to keep complete records of all work (i.e. receipts, cancelled checks, job orders, contracts, equipment usage documentation and payroll information) funded under the Public Assistance Program for three years from the date their last PW is closed by the State. During this three-year period, all approved PWs are subject to state audit/review.
- v. The State will notify all applicants when the disaster is closed and the start of the record retention timeline begins.

XIV. PLAN UPDATE AND MAINTENANCE

This plan will be reviewed and updated annually. Amendments will be made to meet current policy guidelines, as required.

XV. APPENDIXES

- a. Appendix 1 – Organizational Chart
- b. Appendix 2 – Applicant's Briefing
- c. Appendix 3 – Applicant Agreement Package
- d. Appendix 4 – Grant Award Package

APPENDIX 1

ORGANIZATION CHART

(A1-1, Response and Recovery)

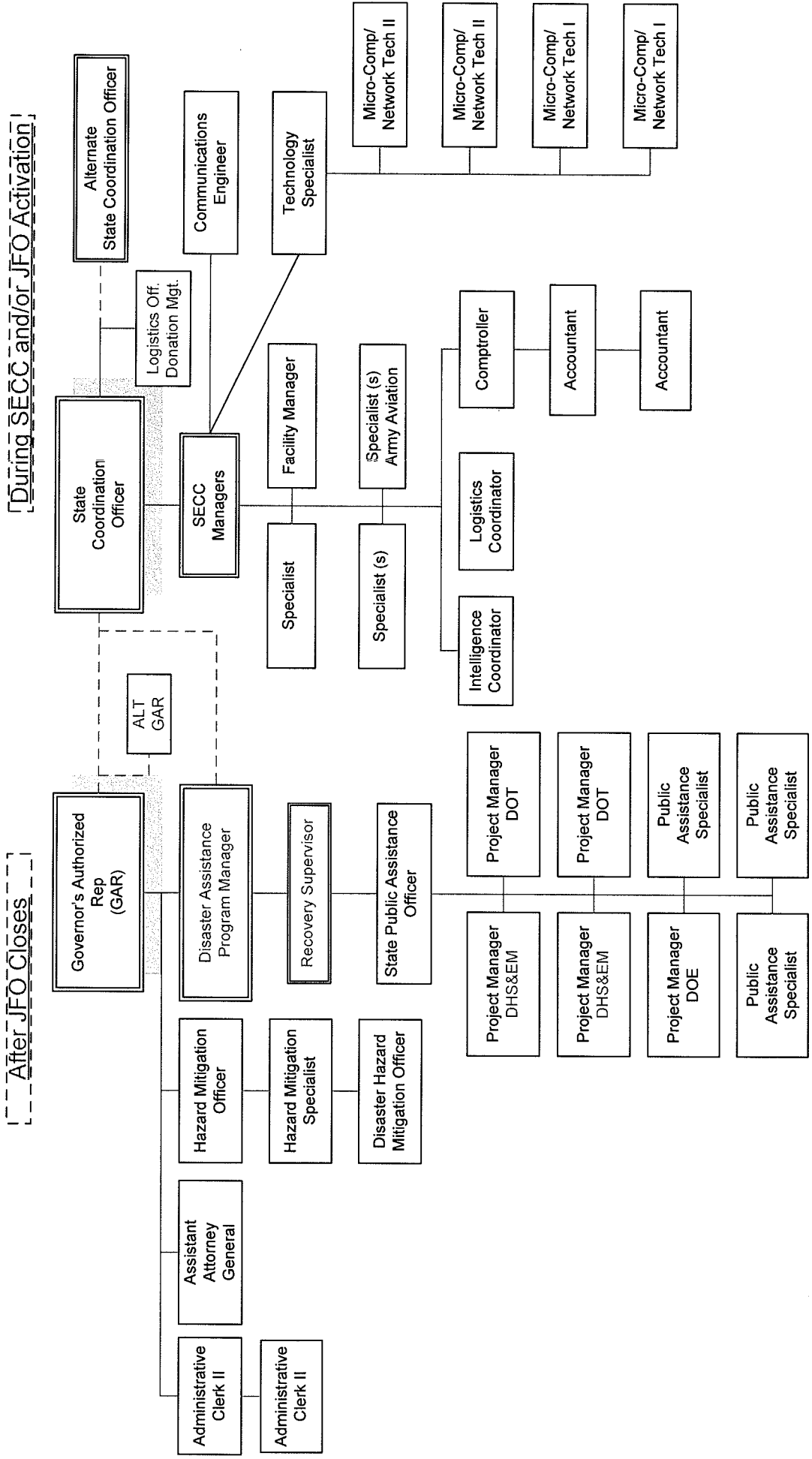
(A1-2, Alaska Division of Homeland Security & Emergency Management)

The Public Assistance Program is managed by the Disaster Assistance Program Manager and supervised by the Public Assistance Branch Chiefs. Staffing for management of the Public Assistance (PA) program is done with full-time State staff and may be augmented with long-term, non-permanent hires. Contractors may also be hired to assist with the program. A Division organizational chart is included showing the highlighted Public Assistance function.

Department of Military and Veterans Affairs

Division of Homeland Security and Emergency Management

Response and Recovery



APPENDIX 2

APPLICANT'S BRIEFING



**Division of Homeland Security &
Emergency Management**

**Public Assistance
Applicant Briefing**

XX-XXXX-AK

SPAO:



**This presentation
has been designed
to provide:**

**An Overview
of the
Public Assistance Program**

**An Overview
of
Obtaining a Public Assistance Grant**



Public Assistance

Supplemental (Performance Based Contingent Grant) assistance to state, local and tribal governments and certain private non-profit organizations for response and recovery in a State declared disaster or emergency.



The Public Assistance Process

- **Disaster or Emergency Occurs**
- **Local jurisdiction requests State assistance**
- **State conducts Preliminary Assessment**
- **Governor declaration received**
- **Applicant's Briefings and Kick Off meetings conducted**
- **Request for Public Assistance (RPA)**



The Public Assistance Process (Con't)

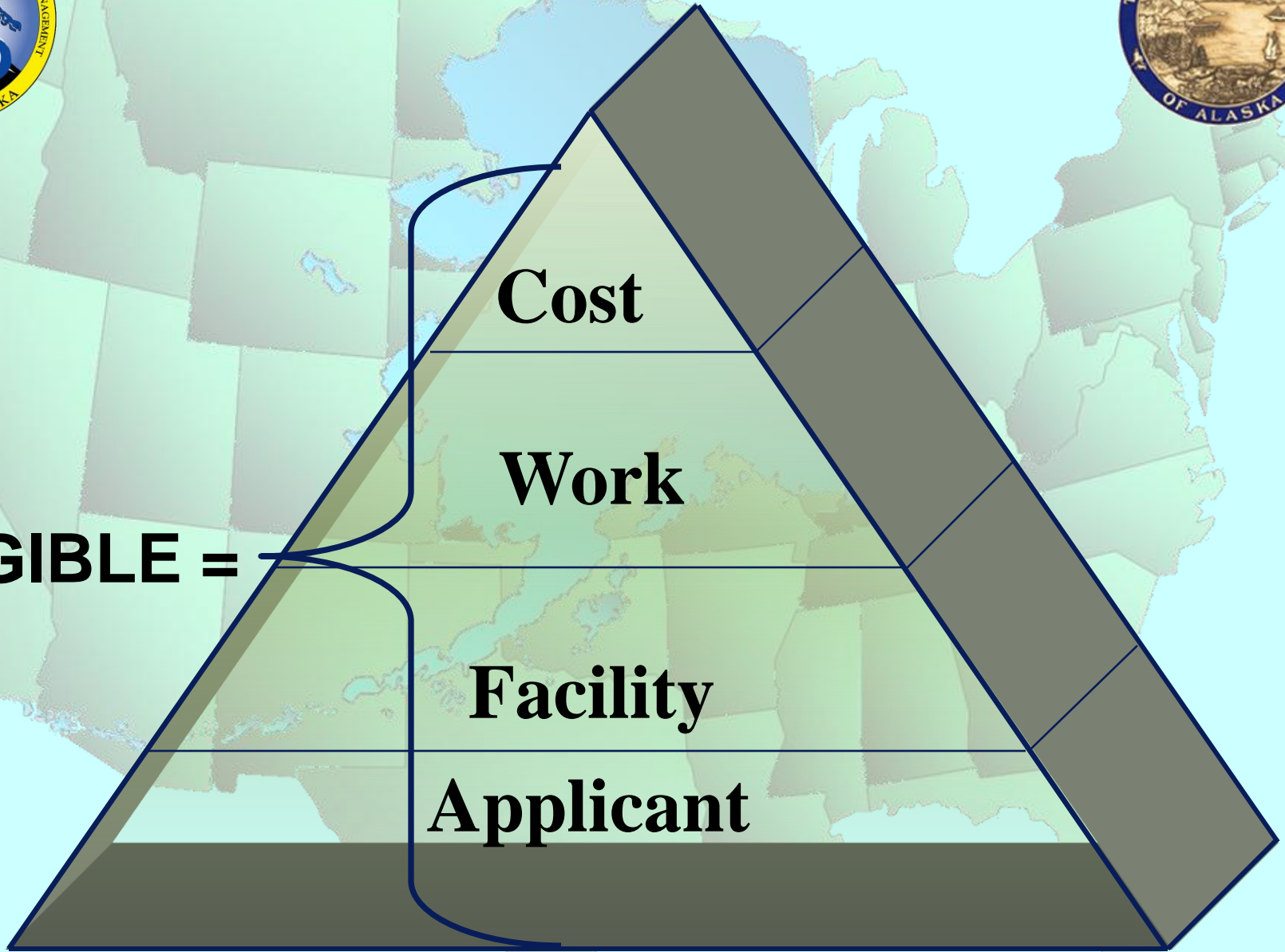
- **Project Worksheet formulation**
- **Applicant, State review PW's**
- **State obligates funds for PW's**
- **Applicant works with State to obtain funds**
- **Complete work on projects (PW's)**
- **State work with applicant to close out PW's and finalize funding (Closeout)**



Factors of Eligibility



ELIGIBLE =





Eligible Applicants

- **State Government Agencies**
- **Local Government Agencies**
 - **Towns – Cities – Boroughs - Municipalities**
 - **Local and Public Authorities**
 - **Councils of Government**
 - **Special Districts (Organized under State Law)**
 - **School Districts**
 - **Rural or unincorporated communities**
 - **Indian Tribes-Federally recognized including Alaska Native Village tribes and organizations**
 - **PNP Organizations that provide critical governmental services**



Applicant Responsibilities

- **Preparing/participating in the Preliminary Damage Assessment (PDA)**
- **Submitting a Request for Public Assistance**
- **Attending the Kick-Off Meeting**
- **Identifying damages that are a direct result of the disaster**
- **Providing information for Project Worksheet formulation**
- **Complete and return Grant Agreement Package**
- **Complete and return Grant Award Package**
- **Assign a Designated Applicant Agent**
- **Reviewing PW(s) to ensure accuracy and completeness**
- **Monitoring projects and reporting progress, changes ASAP**
- **Requesting appeals, over-runs, time ext, etc. in a timely manner**
- **Submit forms/docs by assigned deadlines**
- **Developing Disaster Recovery Plan**



Facility Eligibility Requirements

- **Damaged as a result of a declared event**
- **Located within an area declared by the Governor**
- **The legal responsibility of an eligible Applicant**
- **In active use at the time of the disaster**
- **Must be maintained**



Additional Facility Eligibility

- **Facilities under construction:**
 - Responsibility of contractor; not eligible
 - After work accepted by applicant; eligible
- **Facilities scheduled for replacement:**
(within 12 Months):
 - Under contract at the time of disaster; not eligible



Work Eligibility Req

- **Must be required as a direct result of the declared disaster** (Damage caused during the performance of eligible work may be eligible.)
- **Must be performed in the designated disaster area**
- **Must be the legal responsibility of an eligible applicant**
- **Cannot be required due to negligence**
- **Cannot be deemed as regular maintenance**



Three General Types of Work:

- **Emergency Work**

 - Category A - Debris Removal

 - Category B - Emergency Protective Measures

- **Permanent Work**

 - Category C - Roads and Bridges

 - Category D - Water Control Facilities

 - Category E - Buildings and Equipment

 - Category F - Utilities

 - Category G - Parks, Recreational Areas and other Facilities



Emergency Work Category A

- **Eliminate immediate threat to life, health and safety.**
- **Eliminate immediate threat to improved property.**
- **Removal of debris to ensure economic recovery of the community and provide a benefit for the community-at-large.**

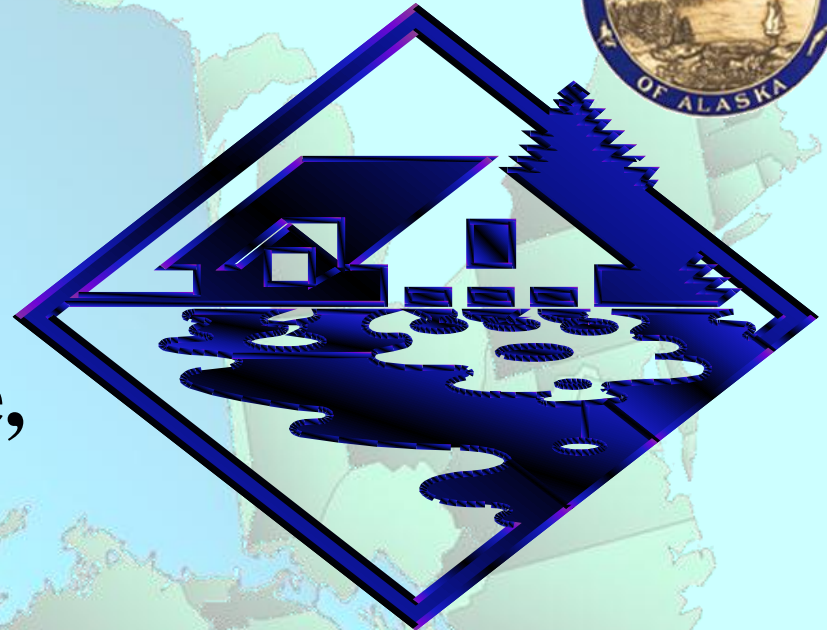




Emergency Protective Measures Category B



- **Eliminate or reduce an immediate threat to life, public health or safety.**
- **Eliminate or reduce an immediate hazard that threatens significant damage to improved public or private property.**





Emergency Protective Measures

- **Examples:**
 - Warning devices (barricades, signs, etc.)
 - Search and Rescue
 - Provisions for shelters or emergency care
 - Sandbagging
 - Provision for food, water, ice, and other essential needs
 - Emergency Repairs
 - Construction of emergency protective measures
 - Activating an EOC



Permanent Work

- **Cat C Roads and Bridges**
- **Cat D Water Control Facilities**
- **Cat E Public Bldgs/Equipment**
- **Cat F Public Utilities**
- **Cat G Parks, Recreation and Other facilities**





Cost Eligibility Requirements



Reasonable and necessary cost to accomplish eligible work.

Compliant with State, and local requirements for competitive procurement.

Insurance, salvage value, cash donations and purchase discounts must be deducted.



Reasonable Cost Determination

- **A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the absence of State funding.**
- **Reasonable costs can be established through:**
 - **Historical documentation for similar work**
 - **Average costs for similar work in the area**
 - **Published unit costs from national cost estimating databases**
 - **documented equipment rates, and engineering/design services curves**



Ineligible Costs

- **Loss of revenue**
- **Increased Operating cost**

(However, short term additional costs directly related to accomplishing specific emergency, health, and safety tasks as part of eligible emergency protective measures may be eligible).

- **Surveys for damage**

(However, if disaster related damage is found during the survey, the costs associated with the survey of the damaged section may be eligible).



Infrastructure Restoration Options



- **Repair the facility to current codes and standards. (Repair)**
- **Pay for improvements yourself as you repair the facility either on its current site or at a new location. (Improved Project)**
- **Repair the facility to a code or standard that exceeds approved codes and standards. (Improved Project)**
- **Replace the facility because it is damaged beyond repair. (Replacement)**
- **Relocate the facility out of a floodplain. (Replacement)**
- **Build a large facility to replace several damaged facilities in separate locations. (Improved Project)**



Repair vs. Replace 50% rule

- **50 Percent Rule**
- **If the repair cost divided by the replacement cost is less than**
- **50%, then only the repair cost is eligible.**
- **If the repair cost divided by the replacement cost is more than**
- **or equal to 50%, then the replacement cost is eligible.**



Improved Projects

- **Any project that results in a significant change from the pre-disaster configuration (that is, different location, footprint, function, or size) must be reviewed by the State prior to construction to ensure completion of the appropriate environmental and/or historical review(s).**
- **Funding could be jeopardized for the entire project if the State is not notified of these changes prior to construction.**



Project Worksheets (Grantee Applications)



- **Project Worksheets are primary form for documenting damage info**
- **Contain info necessary for the State to approve project funding**
 - I. Damage description**
 - II. Scope of Work**
 - III. Cost Estimates**
- **The State will assign project specialist to prepare Project Worksheets**
- **Developed by Category and written functionally as work is to be done**
- **Grantee's must review for accuracy and concur with signature to finalize**



Project Worksheet (PW)



- **Scope of Work**
 - **Most important part of the PW**
 - **Description of work needed to remove debris, conduct emergency response repairs, or repair/replace the facility to pre-disaster condition**
 - **ID “work completed” & “Work to be completed”**
 - **Description of special considerations (insurance, historical, environmental etc.) that affect SOW**
 - **Description of work that will restore the facility beyond its pre-disaster design, function, capacity**
 - **Description of basis for cost estimate. Force Acct Labor, for example, and how cost determined.**
 - **Must be checked for accuracy**



Special Considerations cont.



Environmental Requirements

When providing assistance under the Public Assistance program, applicants must comply with applicable State environmental laws and their implementing regulations.



Special Considerations cont.



Insurance Requirements

- **State cannot provide disaster assistance (for either emergency or perm work) if damages covered by insurance. File a claim with your carrier as soon as possible after the disaster.**
- **The State requires you to obtain and maintain insurance on facilities repaired/replaced with State funding.**



Insurance cont.

- **For general property insurance (state term to describe all perils except for flood), state will apply a reduction based on the statement of loss, if received, to reduce the eligible amount of funding by the amount of the actual insurance proceeds.**



Special Considerations cont.



Historic Preservation & Cultural Resources

State must ensure that the following steps are accomplished by the Grantee before funding:

- Determination of the Area of Potential Effects
- Identification of historic properties
- Evaluation of the effects of the proposed projects on historic properties
- Resolution of adverse effects on historic properties
- Consult with State Historic Preservation Office (SHPO) or Tribal Historic Preservation Office



Project Worksheets

Establishing your costs

- PW costs relate to eligible work completed or projected to satisfy approved projects:
 - Labor (Force Account/Temporary Hires)
 - Material (Stock or purchased items)
 - Equipment (Force Account/Rental)
 - Contracts (must comply with state/fed procurement requirements to be eligible)
- Must be *Reasonable* and *Necessary* to accomplish the work



Project Worksheets

Establishing your costs (cont.)

- **LABOR**
- Emergency Work-Over time only
- Permanent Work-Regular and Over time
- Temporary Hires-Regular and Over time
- **MATERIALS**
- Material you purchase /draw from stock (includes restocking labor and freight)
- **EQUIPMENT**
- Force Account (your own) or Rented
- Rates = owner rates must be supportable and reasonable
- **CONTRACTS**
- Generally require Full and Open competition
- No Cost Plus or “Piggybacking”
- Time and Materials should be avoided



How can I help get my project worksheets written quickly?

- **Identify ALL your damage to the State**
- **Make your cost estimates as inclusive as possible**
- **Identify all Special Considerations (insurance, mitigation, environmental, historic issues and Flood plain/NIFP)**
- **Apply proper procurement methods (state)**
- **Monitor and document ALL work**
- **Ensure your cost records are organized and complete**
- **Have any alternative repairs scoped and estimated**



How can I help get my project worksheets written quickly? (cont.)

Versions/Amendments/Changes

Project Worksheets should be written with the most accurate info available at the time and reviewed and agreed to by the applicant.

- **Changes (versions/amendments) are possible but time consuming and tedious.**

What are the Timelines?



- **Start date** **Date of declaration**
- **Debris removal** **6 months**
- **Emergency work** . . . **6 months**
- **Permanent work** . . . **18 months**
- **Identify additional damage** . . . **60 days**



Appeals



**Any determination related to
Public Assistance may be
appealed.**

- **Appeal process allows you to request reconsideration of decisions regarding the provision of assistance.**
- **The time limit for appeal submission is 60 days from receipt of notice of the action being appealed.**



Documentation

- You are responsible for establishing and maintaining accurate records of events and expenditures related to disaster recovery work for 3 years.
- Records that demonstrate threat presence
- Drawings, sketches, photos of pre-disaster design
- Drawings, photos of disaster related damages
- Calculations detailing specific dimensions and quantities of damage



Documentation cont.

- **Force Acct Labor records-payroll, timesheets**
- **Temp Hire records-reasons hired, timesheets**
- **Fringe Benefit calculations**
- **Force Acct equipment use, rate schedules**
- **Materials records from inventory**
- **Rental lease agreements**
- **Photos of sites, damages and repairs**
- **Site location maps, flood insurance info**
- **Flood insurance rate maps**
- **Facility Maintenance Records**



Documentation cont.

- **Engineering/tech reports. Geotech reports.**
- **Codes and standards governing repairs**
- **Insurance information**
- **Contracts or contractor bids**
- **Permits**
- **Invoices/warrants/checks**



Reports

- **Quarterly Progress Reports On All Projects:**
 - Project status
 - Completion date
 - Potential problems
- **Final Inspection Reports**



Quarterly Report

PROJECT QUARTERLY REPORT Division of Homeland Security and Emergency Management

This form is required to be submitted on a quarterly basis for each project. If you have any questions, please contact the Division of Homeland Security & Emergency Management (DHS&EM) at 800-478-2337 or 907-428-7000. This form can be faxed to DHS&EM at 907-428-7009. Failure to send in the report on time can result in losing funding for projects.

Identify the performance period for this report: (a separate form is required for each Quarterly Report)

- April 1 to June 30 (report due to DHS&EM by July 15)
- July 1 to September 30 (report due to DHS&EM by October 15)
- October 1 to December 31 (report due to DHS&EM by January 15)
- January 1 to March 31 (report due to DHS&EM by April 15)

Applicant Name:		Telephone Number:
Project Coordinator / Representative:		Fax Number:
Disaster Number:	Project Number and Project Category (A-G):	Today's Date:

Key dates and activities accomplished this quarterly report period; (for example, what major tasks were completed? Include any information about circumstances that could delay the estimated project completion date or result in an unexpected cost overrun.)

Expected delays or identified problems; (for example, need to change the scope of work outlined in the PW, weather issues, etc. Include as much detail as possible.)

Total Funds awarded for project:	\$	-
Total funds expended to date:	\$	-
Total Administrative Funds expended to date:	\$	-
Estimated additional funds required to complete project:	\$	-
Do you plan on exceeding the approved Project Worksheet amount? (* See Note 1)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, by how much money?		
Will you be requesting reimbursement for your cost overrun?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Will the project be completed as written in the Scope of Work?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If No, a request to change the PW or an improved/alternate project must be submitted to DHS&EM.		
How complete, "by percentage" is the project?		%
Total amount of advanced funds this quarter:	\$	-
Are all advanced funds liquidated? (If not completely liquidated, please explain above):	<input type="checkbox"/> Yes	<input type="checkbox"/> No
What is the expected completion date of project:		

* Note 1: The subgrantee will submit projected cost overruns, with complete justification, to the GAR for approval immediately upon realizing the expected overrun. If approved, the GAR will subsequently submit cost overruns of the approved grant amount, with complete justification, to the FEMA Region Director for approval.



How do I get paid?

- **Must provide written request**
- **Request must be accompanied by required supporting documentation**

Types of Payments

- **Advance**
- **Reimbursement**
- **On behalf of (OBO)**
- **Final**



Project Closeout

Projects:

SPA0 will schedule Final Inspection upon completion

SPA0 must have all of the following:

- **Payment Request (if applicable)**
- **Statement of Documentation**
- **Final Project Narrative**
- **Certificate of Compliance**
- **Project Completion and Certification (P-4)**
- **All applicable Summary Forms and back-up cost documentation**



Project Closeout (cont.)

Projects:

- SPAO will audit all cost documentation
- SPAO will inspect and document all aspects of the Scope of Work outlined in the PW
- If Scope of Work is incomplete, the Grantee must either complete it or make formal request for removal from the PW.
- If all work was verified as complete, SPAO will complete Final Inspection Report, process any final payments of eligible costs, and request Project Closeout.



Project Closeout (cont.)

Projects:

If a project was 100 percent complete at the time of writing, AND:

- **the eligible cost was based on actual cost information**
- **Grantee is not claiming additional funding**

THEN

An on-site final inspection will not be conducted; however a final inspection report will still be generated noting this information



Recovery Plan

The purpose of this plan is to assist the applicant/sub-grantee in determining their ACTUAL recovery capabilities and to improve project worksheet development

DHS&EM will assist however it is the responsibility of the applicant/Grantee to complete

Funding for permanent work will not be disbursed until sub-grantees Recovery Plan is on file with DHS&EM.



Recovery Plan

PUBLIC ASSISTANCE RECOVERY PLAN

I. PURPOSE

The purpose of this plan is to identify the **APPLICANT**, (hereinafter referred to as the Applicant) damages/impacts, gaps in recovery capabilities, organizational structure to implement recovery efforts/manage sub-grant activities, priorities in recovery, and sources of possible funding.

The Applicant assures DHS&EM that it shall comply with all applicable statutes and regulations in effect during the periods for which it receives grant funding, including requirements for permitting, procurement, and applicable codes and standards.

II. DAMAGE/IMPACT OVERVIEW

- The following is an overview of the damages and impacts from the **EVENT** to **APPLICANT** owned facilities, or facilities in which the legal responsibility for damages rests with **APPLICANT**

III. DISASTER RECOVERY ASSESSMENT TOOL and GAP ANALYSIS

IV. RECOVERY PROJECTS AND PRIORITIES

V. ORGANIZATIONAL STRUCTURE



Contact Info





QUESTIONS???

APPENDIX 3

APPLICANT AGREEMENT PACKAGE

Date

Name
Title
Address
City, State Zip

Dear {Name}:

Thank you for expressing an interest in applying for assistance for damages incurred from the {specific disaster}. We are enclosing a copy of the Public Assistance Administrative Plan that will be utilized for this particular disaster event. This plan outlines the basic program guidelines, the various roles and responsibilities of the applicant and the State, and the forms that will be used throughout the Public Assistance process.

Our agency is developing your Project Worksheet packages. Once we receive the forms listed below (included in appendix 3 of the Public Assistance Administrative Plan), we will determine the eligibility of your Project Worksheets.

Please complete the forms and return them to our office as soon as possible, but no later than {insert date}. Failure to return these forms may result in loss of Grant funding. Forms are as follows:

1. Designation of Applicant's Agent (DHS&EM Form 30-5) – requires signature and return
2. Assurances and Agreements (DHS&EM Form 30-57) – requires signature, notary, and return (Does not apply to State Agencies)
3. Summary of Grant Conditions (DHS&EM Form 30-59) – requires signature and return
4. Memorandum of Agreement (DHS&EM 30-61) – requires signature return (Applies only to State Agencies)
5. Waiver of Sovereign Immunity (DHS&EM Form 30-62), if applicable - requires signature and return (Applies only if you are officially designated as a Sovereign entity)
6. Indemnity and Hold Harmless Agreement (DHS&EM Form 30-81) if applicable – requires signature, notary, and return.

We look forward to assisting your community. If you have any questions, please contact {name}, Public Assistance Officer at 800-478-2337 or 907-428-7000.

Sincerely,

{Name}
Public Assistance Officer

xxx:xxx

Enclosures: as stated

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

Primary Agent	Secondary Agent
Agent's Name	Agent's Name
Organization	Organization
Official Position	Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Phone Number Cell:	Daytime Phone Number Cell:
Fax Number	Fax Number
E-mail	E-mail

The above **Primary Agent** 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 **Secondary Agent** has all the responsibilities of the Primary Agent if that person is unavailable.

Chief Financial Officer	Certifying Official
Name	Name
Organization	Organization
Official Position	Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Phone Number Cell:	Daytime Phone Number Cell:
Fax Number	Fax Number
E-mail	E-mail

The above **Chief Financial Officer** 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 audit requirements and requests.

The above **Certifying Official** 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.

Applicant's Federal Employer's Identification Number

Certifying Official's Signature:

Date:

STATE DISASTER PUBLIC ASSISTANCE GRANT

Name of Applicant

GRANT NUMBER (Disaster Number) _____

ASSURANCES AND AGREEMENTS (For Non-State Agencies/Applicants Only)

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

1. **Legal Authority.** The applicant possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. **Eligible Work.** To the best of the applicant's knowledge and belief, the disaster relief work described on each Project Worksheet for which State financial assistance is requested is eligible. Repair work will not begin on projects that result in a significant change from pre-disaster configuration (i.e. different location, footprint, function or size) without State pre-authorization for proposed changes. **Failure to obtain pre-authorization may result in a loss of funding for the entire project.**
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.** 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.
5. **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.
6. **Lands Easements, Rights-of-way, Permits.** The applicant agrees to provide without cost to the State all lands, easements, and rights-of-way necessary for accomplishment of the approved work and to obtain all necessary permits.
7. **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.

8. **Equal Opportunity Employment.** The applicant may not discriminate against any employee of applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital- status, changes in marital status, pregnancy or parenthood.
9. **Wage Rates.** The applicant will comply with the applicable wage and hourly provisions of A.S.3605.010-110 (Alaska Little Davis-Bacon Act).
10. **Audit Requirements.** State law mandates: An entity that receives State financial assistance with a cumulative total of \$300,000.00 or more during the entity's fiscal year, 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 A.S.37.05.030 and 2 AAC 45.010 Audit Requirements).
11. **FICA Exempt.** The applicant understands that under a State declaration of disaster emergency employees (temporary employees) hired for disaster projects are exempt from FICA withholding and that the employer is exempt from FICA contributions for these employees under 42 USC Section 410.
12. **Grant Administration Procedures:** The applicant agrees to follow grant administration and accounting procedures required by the Department of Military and Veteran's Affairs, Division of Homeland Security and Emergency Management (DHS&EM) as set out in guidance and forms provided by DHS&EM.
13. **Project Cost Eligibility.**
 - A. The eligibility of Project costs to be paid by state disaster assistance monies shall be determined solely by DHS&EM upon review of supporting documentation. Eligible costs must be reasonable and directly related to the approved project.
 - B. Ineligible costs include but are not limited to: Bad debts and expenses of collection, lobbying expenses, organization membership fees, life insurance premiums, payment of fines or penalties, bonuses and commissions, entertainment expenses, travel expenses for activities not directly connected with the project, any litigation expenses, counsel fees and settlements arising from the project, interest-including the cost of financing or refinancing.
 - C. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used. Project contracts must be competitively bid.
14. **Project Operation and Maintenance.** The applicant will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the

applicable State and local agencies for maintaining and operating such facility.

15. Project Standards.

- A. The applicant will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications.
- B. The applicant will require the facility to be designed to comply with the “American Standard Specifications for Making Buildings and Facilities Accessible to, and usable by the Physically Handicapped,” Number A117.1-1961, as modified (41CFR §101-17-7031). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
- 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.

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

- A. The applicant must complete all work associated with the Project Worksheet. If work is not completed, the applicant will be required to return all State funding.
- B. Failure to submit required reports and documentation will result in deobligation of the Project worksheet, and the applicant will be required to return all State funding.

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

18. Access To Records The applicant will give DHS&EM access and the right to examine all books, records, papers, or documents related to the state disaster assistance money for a period of not less than three years after project completion or until the resolution of any final audit findings whichever is longer.

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

20. **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.
21. **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.
22. **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.
23. **Hold Harmless.** The applicant agrees to indemnify and hold harmless the State of Alaska and the United States and their officers, agents, and employees from any and all claims, damages, losses and expenses, including attorney's fees and costs, arising directly or indirectly out of any aspect of the projects and funding set forth and described in this application. The application is not required to indemnify the State of Alaska or the United States for their sole negligence.
24. **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 statutes, policies, guidelines and requirements, as applicable.
25. **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.
26. **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.
27. **Amendments.** Amendments to approved project amounts, project scope, or to the other provisions of this agreement are required to be in writing and shall be executed by the authorized representatives of the parties. **Prior written approval is required for (1) Any budget revision which would result in the need for additional funds, (2) A change in the scope of the approved project.**
28. **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

SUBSCRIBED AND SWORN TO before me this _____ day of _____,
20_____.

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

DIVISION OF HOMELAND SECURITY & EMERGENCY MANAGEMENT

Summary of Grant Conditions for All Applicants

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. Any additional damages or requests for additional Project Worksheets must be submitted to the Division of Homeland Security & Emergency Management (DHS&EM) within 60 days from the first substantive meeting with the State (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;
- 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 losing 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 (i.e.; 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.

4. Once a PW is complete, there are several pieces of documentation required before the applicant can 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, 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 Advance" 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.

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 that this 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; and**
- **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 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 receipt of notification from the Division of Homeland Security & Emergency Management that funds have been approved and will see that work on the project proceeds to completion with reasonable diligence. The applicant will furnish quarterly progress reports for all 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 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 funding.

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

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 can contact the Division of Homeland Security & Emergency Management at 1-800-478-2337.

Signature/Date	(Applicant)	Signature/Date	(State)
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STATE DISASTER PUBLIC ASSISTANCE GRANT

GRANT NUMBER (Disaster Number) _____

MEMORANDUM OF AGREEMENT (For State Agencies/Applicants Only)

The purpose of this memorandum of agreement between the Department of Military and Veterans' Affairs, Division of Homeland Security and 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 receiving disaster assistance money for the damages caused by the {Specific Disaster}. DHS&EM and the undersigned agree as follows:

1. **Eligible Work.** To the best of the undersigned's knowledge and belief, the disaster relief work described on each Division of Homeland Security & Emergency Management (DHS&EM) project worksheet for which state disaster relief funds are requested are eligible. Repair work will not begin on projects that result in a change from the pre-disaster configuration (i.e., different location, footprint, function or size without State preauthorization for purposed changes. (Eligibility will be determined solely by DHS&EM).
2. **No Duplication of Assistance.** The disaster assistance will not duplicate assistance or benefits received for the same loss from another source including insurance.
3. **Regularly Appropriated Monies.** The undersigned certifies that any regularly appropriated monies will be exhausted before acceptance and use of disaster relief funds.
4. **Insurance.** The undersigned accepts responsibility for acquiring and necessary liability insurance. The undersigned also agrees to provide workers' compensation insurance as required by AS 23.30 for all employees engaged in work funded by the grant. The undersigned shall require contractors to provide and maintain workers' compensation insurance for its employees as required by AS 23.30.
5. **Lands Easements, Rights-of-way, and Permits.** The undersigned 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.
6. **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 undersigned concerning state disaster grant requirements.
7. **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.

8. **Retention and Access to Records.** The applicant will give DHS&EM access and the right to examine all books, records, papers, or documents related to the state disaster assistance money for a period of not less than three years after project completion or until the resolution of any final audit findings, whichever is longer.
9. **Amendments.** Amendments to approved project amounts, project scope, or to the other provisions of this agreement are required to be in writing and shall be executed by the authorized representatives of the parties. **Prior written approval is required for (1) Any budget revision which would result in the need for additional funds, (2) A change in the scope of the approved project.**
10. **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. The applicant will furnish quarterly progress reports for all 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 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 funding.

Approved: _____

Department Name	Signature	Date
-----------------	-----------	------

Approved: _____

Division of Homeland Security & Emergency Management	Signature	Date
---	-----------	------

Division of Homeland Security and Emergency Management
Waiver of Sovereign Immunity
(For Tribal Governments Only)

Grant Agreement Number: _____

RESOLUTION NUMBER _____

A RESOLUTION OF THE {name of native village} accepting State of Alaska, Division of Homeland Security and Emergency Management disaster number {number} for the {name of disaster} and waiving sovereign immunity from suit for actions arising out of, or in connection with, the grant.

WHEREAS, the Division of Homeland Security and Emergency Management requires as a condition of the grant that the {name of native village} irrevocably waives 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 {name of native village} 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 disaster number {number} 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. {Authorized Official} is hereby authorized to negotiate, administer and execute on behalf of {name of native village} disaster number {number} for the {name of disaster} 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 {name of native village}.

On this ____ day of _____, 20__.

IN WITNESS THERETO:

Signature _____ Title _____

Attest: SIGNATURE OF CLERK/SECRETARY

Signature _____ Title _____

DISASTER PUBLIC ASSISTANCE GRANT

Name of Applicant

GRANT NUMBER (DISASTER Number)_____

INDEMNIFY AND HOLD HARMLESS AGREEMENT

The (Insert the Relevant Municipality, Etc.) hereby agrees to indemnify and hold harmless the State of Alaska 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 for the disaster declared by the Governor of Alaska on (Insert Date).

As the authorized representative of (Insert the Relevant Municipality, Etc)
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:_____

APPENDIX 4

SAMPLE GRANT AWARD PACKAGE

On-behalf-of Sub-grantee for Vendor Payment

Sub-grantee:

Request Date:

Disaster Number: DR-

Project Worksheet Number:

The _____ hereby authorizes the Division of Homeland Security and Emergency Management to make direct payment to the following vendor(s) on its behalf:

Vendor	Invoice Number	Amount
		\$

The _____ certifies that all goods and services have been provided in accordance with the project scope of work, and that any portion of invoice and/or costs deemed ineligible under the project scope of work will remain the responsibility of the applicant for payment.

Signed: _____
(Chief Financial Officer or Authorizing Official)

MAIL CHECK TO:	DEPOSIT CHECK FOR APPLICANT: BANK NAME: _____ ACCOUNT #:
----------------	---

Note: Applicant must attach the original invoice before direct vendor payment can be made. If original invoice cannot be submitted, an invoice certified as an original copy by the vendor can suffice. All direct payments will be considered reimbursement to project worksheet amount, not to exceed 75% of total project funding, unless 75% waiver is requested and approved.

Date

Primary Contact

Title

Community

Address

City, State, Zip

Re: Award Letter
Disaster Name, PW XXXX

Certified Mail #:

Dear Name:

Enclosed are copies of approved Project Worksheet (PW) s for the Disaster. The processes and deadlines outlined in this letter may directly affect project funds.

This PW is obligated; funds are available to reimburse eligible costs. As a sub-grantee, you are only entitled to costs that are eligible. The work associated with project worksheet(s) #XX was 100% complete when the PW was written. You have 90 days from receipt of this letter to submit all cost documentation for final payment and project close out.

All eligible work must conform to the scope of work as specified in PW XXXX. Do not assume all costs or changes will be allowed at project completion. Any change request must contain justification for the eligibility of additional costs or work.

All Emergency Work Project Worksheets (Category A and Category B, "Emergency Work") must be complete 6 months from the date of the disaster declaration. All Permanent Work Project Worksheets (Categories C-G, "Permanent Work") must be complete 18 months from the date of the disaster declaration. If more time is required contact your DHS&EM representative before the associated deadline to request a time extension. Ample justification is required for approval of any time extension request.

Please carefully review the Damage Description and Dimensions, Scope of Work and Cost Estimate. If you do not agree with the Project Worksheet as written or determinations regarding project eligibility, scope of work, time limits, funding, or other determinations an appeal process is available. This process requires written correspondence identifying the action under appeal with an appropriate justification within 60 days of receipt of this letter. Please attach related documentation supporting the appeal to your request. Address the appeal to:

Dear Name
Date
Page 2 of 2

Mr. John W. Madden, Director
Division of Homeland Security &
Emergency Management
P.O. Box 5750
Ft. Richardson, Alaska 99505

Failure to follow these guidelines will jeopardize project funds and may impact future disaster assistance. Additional PWs pending approval will be transmitted in future correspondence. Please review all PWs and ask DHS&EM about pending PWs to ensure all damaged sites or facilities are identified in a PW.

If you need additional information or clarification, please contact me, your assigned DHS&EM representative, at 1-907-428-XXXX or 1-800-478-2337 or by email at SPAO.

Sincerely,

SPAO
State Public Assistance Officer

xxx:xxx

Enclosure(s): Project Worksheet(s)
P.4 Report – Project Completion and Certification Report

CC:

Date

Primary Contact

Title

Community

Address

City, State, Zip

Re: Award Letter
Disaster Name, PW XXXX

Certified Mail #:

Dear Name:

Enclosed are copies of approved Project Worksheet (PW) s for the Disaster. The processes and deadlines outlined in this letter may directly affect project funds.

This PW is obligated; funds are available to reimburse eligible costs. As a sub-grantee, you are only entitled to costs that are eligible. All eligible work must conform to the scope of work as specified in PW XXXX. Do not assume all costs or changes will be allowed at project completion. Any change request must contain justification for the eligibility of additional costs or work.

All Emergency Work Project Worksheets (Category A and B, "Emergency Work") must be complete 6 months from the date of the disaster declaration. All Permanent Work Project Worksheets (Categories C-G, "Permanent Work") must be complete 18 months from the date of the disaster declaration. If more time is required contact your DHS&EM representative before the associated deadline to request a time extension. Ample justification is required for approval of any time extension request.

Please carefully review the Damage Description and Dimensions, Scope of Work and Cost Estimate. If you do not agree with the Project Worksheet as written or determinations regarding project eligibility, scope of work, time limits, funding, or other determinations an appeal process is available. This process requires written correspondence identifying the action under appeal with an appropriate justification within 60 days of receipt of this letter. Please attach related documentation supporting the appeal to your request. Address the appeal to:

Dear Name
Date
Page 2 of 2

Mr. John W. Madden, Director
Division of Homeland Security &
Emergency Management
P.O. Box 5750
Ft. Richardson, Alaska 99505

Failure to follow these guidelines will jeopardize project funds and may impact future disaster assistance. Additional PWs pending approval will be transmitted in future correspondence. Please review all PWs and ask DHS&EM about pending PWs to ensure all damaged sites or facilities are identified in a PW.

If you need additional information or clarification, please contact me, your assigned DHS&EM representative, at 1-907-428-XXXX or 1-800-478-2337 or by email at SPAO.

Sincerely,

SPAO
State Public Assistance Officer

xxx:xxx

Enclosure(s): Project Worksheet(s)
P.4 Report – Project Completion and Certification Report

CC:

PROJECT FINAL NARRATIVE REPORT

Division of Homeland Security and Emergency Management

This form is required to be submitted when a project has been completed in full. A separate form must be submitted for each project. If you have any questions, please contact the Division of Homeland Security & Emergency Management (DHS&EM) at 800-478-2337 or 907-428-7000. This form can be faxed to DHS&EM at 907-428-7009.

Applicant Name:		Telephone Number:
Project Coordinator / Representative:		Fax Number:
Disaster Number:	Project Number:	Today's Date:

Brief Description of Project/Scope of Work:

Key dates and activities accomplished; (for example, date project was started, all major task completions, significant delays and any additional pertinent information.)

Total Funds awarded for project:	\$ -
Total funds expended to date:	\$ -
Total Administrative Funds expended to date:	\$ -
Do you have a cost overrun?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, by how much money?	\$ -
Will you be requesting reimbursement for your cost overrun?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Date project was completed:	

Explanation of cost overruns and cost underruns as reported on the Statement of Documentation, DHS&EM Form 30-4

REQUEST FOR FUNDS FORM
DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

*Fill out a separate form for each project. Maximum allowed advance per request is 30% of approved project amount

<input type="checkbox"/> Public Assistance	<input type="checkbox"/> Hazard Mitigation Grant Program	<input type="checkbox"/> Other:	
<input type="checkbox"/> Request For Advance	<input type="checkbox"/> Request For Reimbursement	<input type="checkbox"/> Request For Partial Payment	<input type="checkbox"/> Request For Final Payment
APPLICANT INFORMATION			
PROJECT NAME:		PROJECT NUMBER:	
APPLICANT NAME:			
STREET:			
CITY/ZIP:			
APPROVED PROJECT AMOUNT:			
TOTAL AMOUNT OF PRIOR PAYMENTS:			
AMOUNT THIS REQUEST: (Max advance 30% each request. Total allowable: 75% of total approved project amount)			
MAIL CHECK TO:		DEPOSIT CHECK FOR APPLICANT:	
		BANK NAME:	
		ACCOUNT #:	
THE APPLICANT AGREES:			
<ol style="list-style-type: none"> 1. That the funds will be placed in a special and separate account. 2. That the funds will be expended within 30 days of receipt. <i>(Applies to Advances Only)</i> 3. That the funds will be used only for approved actual eligible expenditures. 4. That any funds received, which are in excess of the approved actual expenditures, will be promptly refunded to the State upon completion of the project. 5. Any interest earned while these funds are on deposit will be promptly refunded to the state. 6. No additional funds will be provided until the applicant provides financial documents to DHS&EM verifying expenditures for any prior funds issued. 7. Reports on funds that are classified as advances or payment of federal share for small projects are required on a quarterly basis detailing their status. This requirement is mandatory even if no expenditures have occurred. 			
DATE:		TITLE:	
SIGNATURE:			
FOR DHS&EM USE ONLY			
APPROVED: <input type="checkbox"/>	DISAPPROVED: <input type="checkbox"/>	AMOUNT: \$	
COMMENTS:			
DATE:		TITLE:	
SIGNATURE:			

DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT
Request for Funds Form (Page 2 of 2 for Advance and Small Project Federal Share Payments Only)

I Certify:

That all estimates listed below will cover only services performed or material used exclusively in disaster relief operations as authorized in the approved Project Worksheet and that the funds will be expended in a timely manner. Furthermore, any federal share payments for Small Projects not expended by the initial performance period will be returned to the State. If payment is for a Large Project Advance, funds will be expended within 30-days of being issued.

Date

Signature of Applicants Authorized Representative

--	--

Please provide a detailed estimated breakdown on how your community, agency or organization intends to utilize the funds being requested in this advance.

DESCRIPTION OF WORK TO BE COMPLETED WITH THIS ADVANCE or SMALL PROJECT FEDERAL SHARE PAYMENT:	ESTIMATED START DATE FOR WORK: ESTIMATED COMPLETION DATE: ESTIMATED COSTS:
Force Account (In-house) Labor	
Temporary Hire Labor	
Materials	
Force Account Equipment	
Rental Equipment	
Contract	
Miscellaneous	
Mitigation	
Direct Administrative	
Supplies	
TOTAL	\$

STATE OF ALASKA
Department of Military and Veterans Affairs
DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT
STATEMENT OF DOCUMENTATION TO SUPPORT AMOUNT CLAIMED FOR FINANCIAL DISASTER ASSISTANCE

Applicant (State Agency, County, City District, Native Organization):	Disaster Number:	State Application Number:
	Project Worksheet (PW) Number:	Category of Work:

Brief Description of Damaged Facility or Protective Measures:

	Approved PW Amount as listed in the Cost Est. of the obligated PW	Reported Costs Incurred on the Project by the Applicant
Force Account (In-house) Labor	\$ -	\$ -
Temporary Hire Labor	\$ -	\$ -
Materials	\$ -	\$ -
Force Account Equipment	\$ -	\$ -
Rental Equipment	\$ -	\$ -
Contract	\$ -	\$ -
Miscellaneous	\$ -	\$ -
Mitigation	\$ -	\$ -
Direct Administrative	\$ -	\$ -
Supplies	\$ -	\$ -
	\$ -	\$ -
Insurance/Revenues	\$ -	\$ -
Total:	\$ -	\$ -
Administrative Allowance	\$ -	\$ -

I CERTIFY:

- That all expenditures listed below are correct and cover only services performed or material used exclusively in disaster relief operations as authorized in the approved Project Worksheet.
- That to the best of my knowledge and belief, all work and costs are eligible in accordance with the grant conditions, all work claimed has been completed, and all costs have been paid in full.
- That salaries, wages and overtime payments claimed are in accordance with the applicant's policy as established prior to the disaster.
- That all work authorized in the approved Project Worksheet was completed and all essential services resumed within the time limit set forth in the approved Project Worksheet.

Signature of Applicant's Authorized Representative	Date:	Title:
--	-------	--------

For internal use by the Division of Homeland Security & Emergency Management

Public Assistance Reviewer - Signature	Date:	Approved PW Amount:
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PROJECT QUARTERLY REPORT

Division of Homeland Security and Emergency Management

This form is required to be submitted on a quarterly basis for each project. If you have any questions, please contact the Division of Homeland Security & Emergency Management (DHS&EM) at 800-478-2337 or 907-428-7000. This form can be faxed to DHS&EM at 907-428-7009. Failure to send in the report on time can result in losing funding for projects.

Identify the performance period for this report: (a separate form is required for each Quarterly Report)

- April 1 to June 30 (report due to DHS&EM by July 15)
- July 1 to September 30 (report due to DHS&EM by October 15)
- October 1 to December 31 (report due to DHS&EM by January 15)
- January 1 to March 31 (report due to DHS&EM by April 15)

Applicant Name:		Telephone Number:
Project Coordinator / Representative:		Fax Number:
Disaster Number:	Project Number and Project Category (A-G):	Today's Date:

Key dates and activities accomplished this quarterly report period; (for example, what major tasks were completed?)

Expected delays or identified problems; (for example, need to change the scope of work outlined in the PW, weather issues, etc. Include as much detail as possible. Include any information about circumstances that could delay the estimated project completion date or result in an unexpected cost overrun.)

Total Funds awarded for project:	\$ -
Total funds expended to date:	\$ -
Total Administrative Funds expended to date:	\$ -
Estimated additional funds required to complete project:	\$ -
Do you plan on exceeding the approved Project Worksheet amount? (* See Note 1)	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, by how much money?	
Will you be requesting reimbursement for your cost overrun?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will the project be completed as written in the Scope of Work? If No, a request to change the PW or an improved/alternate project must be submitted to DHS&EM.	<input type="checkbox"/> Yes <input type="checkbox"/> No
How complete, "by percentage" is the project?	%
Total amount of advanced funds this quarter:	\$ -
Are all advanced funds liquidated? (If not completely liquidated, please explain above):	<input type="checkbox"/> Yes <input type="checkbox"/> No
What is the expected completion date of project:	

* Note 1: The subgrantee will submit projected cost overruns, with complete justification, to the GAR for approval immediately upon realizing the expected overrun. If approved, the GAR will subsequently submit projected cost overruns of the approved grant amount, with complete justification, to the FEMA Region Director for approval.

MATERIAL SUMMARY SHEET

PAGE _____ OF _____

PROJECT NO. _____

DISASTER _____

PA ID NO. _____

CATEGORY _____

PERIOD COVERING
TO _____

DESCRIPTION OF WORK PERFORMED

Vendor	Description	Materials Used For	Date Purchased	Date Used	Info From (Check One)		Qty	Unit Price	Cost	DHS&EM use only (Final costs after audit)
					Invoice	Stock				
		<input type="checkbox"/> Project <input type="checkbox"/> Administrative						\$ -	\$ -	
		<input type="checkbox"/> Project <input type="checkbox"/> Administrative						\$ -	\$ -	
		<input type="checkbox"/> Project <input type="checkbox"/> Administrative						\$ -	\$ -	
		<input type="checkbox"/> Project <input type="checkbox"/> Administrative						\$ -	\$ -	
		<input type="checkbox"/> Project <input type="checkbox"/> Administrative						\$ -	\$ -	
		<input type="checkbox"/> Project <input type="checkbox"/> Administrative						\$ -	\$ -	
		<input type="checkbox"/> Project <input type="checkbox"/> Administrative						\$ -	\$ -	
		<input type="checkbox"/> Project <input type="checkbox"/> Administrative						\$ -	\$ -	
		<input type="checkbox"/> Project <input type="checkbox"/> Administrative						\$ -	\$ -	
MATERIALS FOR ADMINISTRATIVE USE										
MATERIALS FOR PROJECT USE										
MATERIALS TOTAL										
									\$ -	
									\$ -	
									\$ -	

I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.

Certifier's Printed Name and Title	Date
Certifier's Signature	Date

Division of Homeland Security and Emergency Management
 APPLICANT'S BENEFITS CALCULATION WORKSHEET

1. APPLICANT	2. FIPS # or TAX ID#
3. DISASTER NAME / NUMBER	4. PW #

FRINGE BENEFITS (by %)	REGULAR TIME	OVERTIME
HOLIDAYS		
VACATION LEAVE		
SICK LEAVE		
SOCIAL SECURITY		
MEDICARE		
UNEMPLOYMENT		
WORKERS COMP		
RETIREMENT		
HEALTH INSURANCE		
LIFE INSURANCE BENEFITS		
OTHER		
TOTAL in % of annual salary	0.000%	0.000%

COMMENTS

I CERTIFY THAT THE INFORMATION ABOVE WAS TRANSCRIBED FROM PAYROLL RECORDS OR OTHER DOCUMENTS WHICH ARE AVAILABLE FOR AUDIT.

CERTIFIED BY	TITLE	DATE
--------------	-------	------

Federal Emergency Management Agency Project Completion and Certification Report (P.4) Disaster: FEMA- DR-AK												
Applicant FIPS ID: Applicant/Subdivision Name:												
PW #	Amendment #	Approved Prof. Amt.	Cost Share %	Ca	Bandl	Work Done By	Projected Compl. Date	% Compl. at Insp.	Elig. Amount	Actual Date Completed	Amt. Claimed by Applicant	Comments
-	0		N	A					\$		\$	
Total for 1 PWs:		\$									\$	
Subgrantee Admin:		\$0.00										
Grand Total:		\$										

Certification

I hereby certify that to the best of my knowledge and belief all work and costs claimed are eligible in accordance with the grant conditions, all work claimed has been completed, and all costs claimed have been paid in full.

I certify that all funds were expended in accordance with the provisions of the signed FEMA-State Agreement and I recommend an approved amount of \$ _____

Signed: _____ Date: _____

Applicant's Authorized Representative

 Governor's Authorized Representative