



Sub-Grant Agreement - Alaska Clean Water Actions (ACWA)

Project Title	Grant Number	ACWA-23-17
City of Seldovia Drainage Mapping and Stormwater Management Plan		
Funding Program		
CWA Section 221 Sewer Overflow and Stormwater Reuse Municipal Grants Program		
Sub-Grant Period of Performance: 3/1/2023-2/28/2025		

Grantee

Grantee Name	City of Seldovia		
Street/PO Box	245 Dock Street/PO Drawer B		
City/State/Zip	Seldovia, AK 99663		
Contact Name, Title	Jan Yaeger, Finance Officer		
Unique Entity Identification (UEI)	EKDUVH9FK4N7	Federally Approved Indirect Cost Rate	N/A

Department

Department of Environmental Conservation
Division of Water
410 Willoughby Ave. Ste 303
Juneau, AK 99801

Grantee	Department
Signature	Signature <small>DocuSigned by:</small> Larry Duivin, Finance Officer, Division of Administrative Services
Printed Name and Title	Printed Name and Title Date 3/1/2023
Date	Signature <small>DocuSigned by:</small> Randy Bates, Director, Division of Water
	Printed Name and Title Date 2/28/2023

Agreement	
The Department of Environmental Conservation (hereinafter 'Department') and the <div style="display: flex; justify-content: space-around;"> City of Seldovia (hereinafter 'Grantee') agree as set forth herein. </div>	
Section I.	Upon execution of this Agreement, and under the terms included herein, the Department shall administer funds, subject to appropriation and availability, to accomplish the scope of work described in Appendix A. The estimated cost of this scope of work is identified in this Sub-Grant Agreement and Appendix A.
Section II.	Performance under this Agreement begins upon signature by the Division of Water's Director and ends at Project completion.
Section III.	This Agreement becomes null and void if not signed by the Grantee within 90 days of the Department's signature.
Section IV.	The Agreement consists of this page and the following attachments and appendices, if applicable :
<u>Appendices</u>	<u>Attachments</u>
Appendix A - Workplan	Attachment 1 - Project Budget
Appendix B - General Conditions	Attachment 2 - Payment Schedule
Appendix C - Funding-Specific Conditions	

Project Funding

Federal Funding Agency	Funding Amount
Environmental Protection Agency (EPA)	\$ 177,948
Funding Source	
CFDA 66.447 Sewer Overflow and Stormwater Reuse Municipal Grant Program	
FAIN 02J19001 Date of Award 9/26/2022	

Contributor	Funding Amount
State of Alaska	\$ 44,487
Funding Source	
State of Alaska General Fund Match	

In order to perform the full scope of services described in the workplan, the Grantee agrees to provide matching non-federal dollars in the amount of:

Grantee	Funding Amount
City of Seldovia	\$ -
Funding Source	
Third Party Match	

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Total Project Funding	\$ 222,435
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Definitions

"Department" refers to the Department of Environmental Conservation (DEC) within the State of Alaska.

"Authorized Signature" means the person who has the authority to sign this Agreement and other legally binding forms related to the project on behalf of the Grantee and the Department.

"State of Alaska" fiscal year is defined as July 1st through June 30th.

In this Agreement and appendices, "DEC Project Manager" refers to the Environmental Specialist or other DEC staff assigned to manage and administer the project. The DEC Project Manager is the primary contact between the Department and the Grantee.

Legal Authority

The Grantee certifies by signing this Agreement that it possesses legal authority to accept grant funds and to execute the project described in this Agreement. The Grantee's relationship to the Department and the State of Alaska shall be at all times as an independent Grantee.

Appendix A: Workplan

PROJECT #: ACWA-23-17

GRANTEE: City of Seldovia

PROJECT TITLE: City of Seldovia Drainage Mapping and Stormwater Management Plan

GRANT AGREEMENT PERFORMANCE PERIOD: March 1, 2023 – February 28, 2025

SFY	Grant Amount
2023	\$36,344
2024	\$87,629
2025	\$98,462
TOTAL	\$222,435

Description: This project implements a priority identified in Alaska’s Nonpoint Source Water Pollution Prevention and Restoration Strategy. The City of Seldovia will complete a two-phase project with Phase One creating a drainage map of the community and conducting a drainage study that includes calculating stormwater design events and identifying types and quantities of nonpoint source pollution impacting local waterbodies. It will include inventorying City streets, storm drains, and culverts, with notes on condition and drainage issues related to each. In Phase Two, the drainage study will be used as the basis for developing a stormwater management plan. The stormwater management plan will include proposed methods and locations to detain water on the landscape for longer periods to allow for settling and to filter pollutants before the runoff reaches local streams and other waterbodies; recommended improvements and alterations to existing infrastructure; and considerations when planning future development. The project will result in better management of stormwater on the landscape and improve retention and filtration of sediments and other pollutants. This in turn will enhance water quality and protect habitat in Seldovia Bay and related anadromous waters in the Seldovia area. Reports from both phases will be available on the DEC website at project conclusion.

Grantee Project Manager:

Jan Yaeger, Finance Officer
City of Seldovia
PO Drawer B 245 Dock Street
Seldovia, AK 99663
Ph: (907) 234-7643
Email: finance@cityofseldovia.com

DEC Project Manager:

Ashley Oleksiak, Environmental Program Specialist 3
Dept. of Environmental Conservation
1700 E. Bogard Rd, Bldg B, Ste 103
Wasilla, AK 99654
Ph: 907-376-1855
Email: Ashley.oleksiak@alaska.gov

DEC Grant Administrator

Sarena Hackenmiller, Grants Administrator 2
Dept. of Environmental Conservation
P.O. Box 111800
Juneau, AK 99811
Ph: 907-465-5146 Fax: 907-465-5177
Email: sarena.hackenmiller@alaska.gov

DELIVERABLE SUMMARY TABLE

Task	Deliverable Narrative	Due Date
1	Copy of bid and contractor qualifications (Word or PDF)	5/1/2023
1	List of key stakeholders (Word or PDF)	7/1/2023
1	Draft Seldovia resident mailer/survey and road maintenance interview data for DEC review (Word or Excel)	7/1/2023
1	Copy of final Seldovia resident mailer/survey and maintenance interview data (Word or PDF)	8/1/2023
1	Draft report of stormwater problem areas identified through interviews and survey for DEC review (Word)	10/1/2023
1	Copy of final report of stormwater problem areas identified through interviews and surveys (Word or PDF)	12/1/2023
2	Copy of inventory of existing information, identified data gaps, and pollution sources (Word or Excel)	9/30/2023
2	Database of stormwater infrastructure (Excel)	5/1/2024
2	Draft Summary Report of watershed characterization to DEC for review (Word or PDF)	5/30/2024
2	Final Summary Report of watershed characterization (Word or PDF)	6/30/2024
2	Drainage map with aerial photography of City of Seldovia (PDF or KMZ)	6/30/2024
3	List of best management practices for stormwater management, including green infrastructure, based on identified problems in Task 1 and 2 (Word or Excel)	8/1/2024
3	Draft Stormwater Management Plan for DEC review (Word)	9/15/2024
3	Final Stormwater Management Plan (Word or PDF)	11/30/2024
3	Draft Benefits to Waterbody and Community Report to DEC for review (Word)	12/30/2024
3	Final Benefits to Waterbody and Community Report (Word or PDF)	1/30/2025
4	Copy of City Council meeting agenda that includes the stormwater management plan (PDF)	10/1/2024
4	Website link to meeting posting on YouTube	10/30/2024
	List of potential amendments to Seldovia Municipal Code concerning building standards and development as applicable (PDF)	1/10/2025

PROJECT TASKS

TASK 1: Watershed Planning Partnership Development

Description: The City will create a request for proposals (RFP), advertising for a qualified engineering firm to carry out the project. The firm will work with the City of Seldovia to identify and secure feedback specific to drainage concerns from key stakeholders directly involved in maintenance of roads and related infrastructure within City limits, including the City of Seldovia and the State of Alaska Department of Transportation & Public Facilities (DOT&PF). The current DOT&PF employee is a long-time Seldovia resident, as is the retired DOT&PF employee who maintained the State roads for nearly 30 years. The City will also coordinate with Seldovia Village Tribe, a federally recognized tribal government that is involved in road maintenance on behalf of the Kenai Peninsula Borough in Seldovia Village (a census-designated place outside city limits).

The City will create an informational mailer and survey to send to all Seldovia post office box-holders (all mail delivery in Seldovia is to post office boxes) to solicit information from the public. Property owners whose land is identified as particularly vulnerable to flooding, erosion or other stormwater and drainage-related issues will be contacted directly to solicit information. The timing for this project is fortuitous given the City Public Works and Maintenance Department just completed an inventory of road conditions and maintenance needs for the Seldovia Safe Roads Program. The City will be securing feedback from the public regarding the inventory and can factor in the stormwater-related comments received into the inventory.

Deliverable(s) and Permits:

Deliverables	Due Date:
Copy of bid and contractor qualifications (Word or PDF)	5/1/2023
List of key stakeholders (Word or PDF)	7/1/2023
Draft Seldovia resident mailer/survey and road maintenance interview data for DEC review (Word or Excel)	7/1/2023
Copy of final Seldovia resident mailer/survey and maintenance interview data (Word or PDF)	8/1/2023
Draft report of stormwater problem areas identified through interviews and survey for DEC review (Word)	10/1/2023
Copy of final report of stormwater problem areas identified through interviews and surveys (Word or PDF)	12/1/2023

TASK 2: Watershed Characterization

Description: Developing the drainage map will require collecting existing data including available elevation models and precipitation levels. Additional data will be collected using field surveying and aerial photography. Drone pilots must be FAA Part 107 certified. Basins and subbasins will be mapped, including significant structures. Current drainage routes will be mapped and multiple design events calculated. A database of existing stormwater infrastructure will be developed.

Deliverable(s) and Permits:

Deliverables	Due Date:
Copy of inventory of existing information, identified data gaps, and pollution sources (Word or Excel)	9/30/2023
Database of stormwater infrastructure (Excel)	5/1/2024
Draft Summary Report of watershed characterization to DEC for review (Word or PDF)	5/30/2024
Final Summary Report of watershed characterization (Word or PDF)	6/30/2024

Drainage map with aerial photography of City of Seldovia (PDF or KMZ)	6/30/2024
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TASK 3: Stormwater Management Plan

Description: Information collected from surveys and interviews in Task 1 will be used to help understand community goals for a stormwater management plan. The drainage map and infrastructure inventory developed in Task 2 will serve as the basis for the stormwater management plan. The plan will include structural and nonstructural controls for improving water quality. Benefits to Seldovia Bay and contributing waterbodies will be determined by sources and locations of stormwater runoff identified in Task 2 and the implementation of the various components of the stormwater management plan. Public health benefits will derive both from reduction in nonpoint source pollution and from improvements to local facilities that protect local roads and the underlying water and sewer infrastructure.

Deliverable(s) and Permits:

Deliverable	Due Date:
List of best management practices for stormwater management, including green infrastructure, based on identified problems in Task 1 and 2 (Word or Excel)	8/1/2024
Draft Stormwater Management Plan for DEC review (Word)	9/15/2024
Final Stormwater Management Plan (Word or PDF)	11/30/2024
Draft Benefits to Waterbody and Community Report to DEC for review (Word)	12/30/2024
Final Benefits to Waterbody and Community Report (Word or PDF)	1/30/2025

TASK 4: Future Planning

Description: The stormwater management plan will be presented to the Seldovia City Council for inclusion in the Capital Improvement Program, and supporting documents developed as part of the project will be considered for the City’s priority projects list that is presented to members of Alaska’s congressional delegation for potential funding. A discussion of the report will be made at a City Council meeting; these meetings are recorded, and videos uploaded to the City of Seldovia’s YouTube channel, allowing additional opportunity for public access. The City of Seldovia Administration will also use data and input collected to make recommendations for how Seldovia’s municipal code can be amended and/or updated to incorporate green infrastructure, stormwater, and drainage best management practices into development and building standards.

Deliverable(s) and Permits:

Deliverable	Due Date:
Copy of City Council meeting agenda that includes the stormwater management plan (PDF)	10/1/2024
Website link to meeting posting on YouTube	10/30/2024
List of potential amendments to Seldovia Municipal Code concerning building standards and development as applicable (PDF)	1/10/2025

Appendix B: General Conditions

Article 1. Project Management

Availability of funding is contingent upon approval of grant money from the U.S. Environmental Protection Agency (EPA) and legislative appropriation of funds. No expenditures incurred outside of the period of performance are authorized under this Agreement.

This project will be managed by the Grantee with signatory authority for execution of this Agreement, subsequent Amendments, and financial/progress reports granted to the DEC Project Manager. Delegation of signatory authority and changes in the authorized representative must be received in writing and approved by the Department.

The Grantee will acknowledge Department and federal funding for all reports, brochures, videos, maps, and outreach materials produced by this project with the following statement or similar as approved by the Department: "This project has been funded wholly or in part by the United States EPA under assistance agreement number [FAIN Number(s)] to the Department of Environmental Conservation through the Alaska Clean Water Actions (ACWA) program. The contents of this document do not necessarily reflect the views and policies of the EPA, nor does the EPA endorse trade names or recommend the use of commercial product mentioned in this document." The FAIN Number(s) will be provided to the Grantee by the Grants Administrator. Refer to Appendix B, Article 38 for more information regarding publicity and press releases.

The Grantee will notify the Department immediately of any significant organizational changes during the term of the Agreement, including changes in key personnel or tax status, and any unforeseen problem or project delay that may cause a change to the workplan or budget. Any unreported or unapproved changes to the workplan or budget evident in reports may result in an Amendment being required, costs disallowed, and/or suspension or termination of the Agreement as described in Appendix B, Article 35.

Article 2. Reporting Requirements

The Grantee shall submit all reports to the Department according to the terms and schedule established in this Agreement. Failure to submit progress reports or to make adequate progress may result in the Department withholding funds, suspending, or terminating the Agreement.

Progress Reports and Deliverables

The Grantee agrees to provide semiannual progress reports to the Department. These reports must update the Department on project progress and deliverables as necessary. The required format of the progress report will be determined by the DEC Project Manager and communicated to the Grantee prior to the end of the first quarter of the project.

The progress reports are due ten (10) days after the periods ending each year on June 30 and December 31. The final progress report is due thirty (30) days after the period of performance end date.

Financial Reports

The Grantee agrees to provide financial reports semiannually to the Department. These reports must update the Department on grant funds and match expenditures (as appropriate) during the reporting period. The financial reporting template will be provided by the Grants Administrator at project inception.

The financial reports are due ten (10) days after the end of the periods ending each year on June 30 and December 31. The final financial report is due thirty (30) days after the period of performance end date.

Costs incurred on the project after the ten (10) day grace period without submission compliance are at the Grantee's risk and may be disallowed. Payments and reimbursements will be subject to submission and approval of the required reports. Repeated failure to submit progress and/or financial status reports in a timely manner may result in the suspension or termination of the Agreement.

The final financial status report is due thirty (30) days after the period of performance end date. Final status reports received thirty-two (32) days or more after the project completion date will not be considered for final payment or reimbursement. Final payment or reimbursement will be paid upon completion of the project including submission and approval of the final financial status report, final project report (if applicable), and all project deliverables. The final project report (if applicable) and all other project deliverables are due thirty (30) days after the period of performance end date and are considered late after that date. All reports will be submitted in written and electronic formats requested by the Department. Electronic signatures are allowable by the Department.

Executive Compensation Reporting Requirement

The Grantee must report the names and totals of the five most highly compensated executives if 1) the Award equals or is greater than \$25,000, and 2) the Grantee received 80 percent or more of its annual gross revenues from federal contracts or grants, and 3) the Grantee received \$25,000,000 or more in annual gross revenues from federal contracts or grants. The Grantee is exempt from this reporting if the Grantee had a gross income from all sources under \$300,000 from the previous tax year. The Grants Administrator will provide a template to the Grantee for completion at grant inception. This form must be submitted to the Department within *thirty (30)* days of the award being obligated.

Disadvantaged Business Enterprise (DBE)

The Grantee agrees to comply with the following requirements and must review the full detail at EPA website under "Disadvantaged Business Enterprise Program Requirements" <https://www.epa.gov/grants/disadvantaged-business-enterprise-program-requirements>:

- MBE/WBE Certification. Entities must meet the certification criteria under at least one of the listed authorizing statutes to qualify for the DBE Program.
- Six Good Faith Efforts. The Grantee is required to make the listed good faith efforts whenever procuring construction, equipment services and supplies under this agreement.
- DBE Contract Administrative Requirements. The Grantee must adhere to the listed contract administrative requirements.

MBE/WBE Reporting. The Grantee agrees to report the compliance of the above requirements. MBE/WBE forms are due annually, at the end of each State Fiscal Year, and with the final financial report. A MBE/WBE template will be provided by the Grants Administrator at grant inception.

Article 3. Documentation and Record-Keeping

The Grantee shall set up a file containing the following: grant application, grant agreement and amendments; progress reports; documentation for products indicated in the workplan; financial reports with backup documentation such as billings, invoices or other records that validate expenditures or match; and any other documents pertinent to the performance of this Agreement and completion of the project.

The state or authorized federal representative may inspect, in the manner and at any reasonable time it considers appropriate, the Grantee's facilities, records or activities under this Agreement.

Article 4. Governing Law

The Grantee must conform to all applicable federal, state, and local laws, ordinances, and regulations. It is the responsibility of the Grantee to ensure that all permits required for this project by federal, state, or local governments have been obtained prior to any activity that requires permitting take place. All actions concerning this project shall be brought in the Superior Court of the State of Alaska.

Article 5. Severability and Waivers

If any provision under this Agreement or its application to any person or circumstances is held invalid by a court of rightful jurisdiction, this invalidity does not affect any other provisions of the Agreement which can be given effect without the invalid provision. No condition or provision of this Agreement can be waived unless approved by the Department in writing.

Article 6. Conflicting Provisions

Unless specifically amended and approved by the Department of Law, the General Provisions of this Agreement supersede any provisions in other appendices.

Article 7. Site Control

If the project involves occupancy, use, or modification of real property, the Grantee shall acquire the legal right to occupy, use, or modify the real property for the purposes of this Agreement and authority to access the project site to complete the proposed project.

Article 8. Sovereign Immunity

If the Grantee is an entity that possesses sovereign immunity, it is a requirement of this Agreement that the Grantee irrevocably waives its sovereign immunity with respect to state enforcement of this Agreement. The waiver of sovereign immunity affected by a resolution of the entity's governing body is hereby incorporated into this Agreement.

Article 9. Covenant Against Contingent Fee

The Grantee warrants that no person or agency has been employed or retained to solicit or secure this grant upon an agreement or understanding for a commission, percentage, contingent fee, or brokerage except employees or agencies maintained by the Grantee for the purpose of securing business. For the breach or violation of this warranty, the state may terminate this Agreement without liability or in its discretion deduct from the grant price or consideration of the full amount of the commission, percentage, brokerage, or contingent fee.

Article 10. Officials Not to Benefit

The Grantee must comply with all applicable federal or state laws regulating ethical conduct of public officers and employees.

Article 11. Political Activity

No portion of these funds will be used to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress. The Grantee must submit EPA Form 6600-06, "Certification Regarding Lobbying" to the Department if this award exceeds \$100,000. The Grant Administrator will provide the form at grant inception if applicable.

The Grantee must submit Standard Form-LLL, "Disclosure of Lobbying Activities" to the Department if any non-federal funds have been paid or will be paid to influence or attempt to influence an office or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress. A copy of the "Disclosure of Lobbying Activities" can be accessed at the following link: <https://www.epa.gov/grants/epa-grantee-forms>.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Failure to submit certification and disclosure forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Article 12. Obligations regarding Third-Party Relationships

The Grantee may not assign or delegate this Agreement, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Department. None of the work specified in this Agreement shall be contracted by the Grantee unless stated in the Agreement or with prior written approval from the Department. The Grantee shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties of the undertaking of all or part of the project described therein. The Grantee shall bind all contractors to every applicable provision.

Article 13. Conflict of Interest

The Grantee must inform the Department immediately upon determination of any Conflict Of Interest (COI) as defined and described in the EPA's COI Policy found at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy> during the performance period of this Agreement via electronic mail.

Article 14. No Additional Work or Materials

No claim will be allowed for services not specifically provided for in this Agreement which are performed or furnished by the Grantee.

Article 15. Changes

Any changes that have been agreed to by both parties will be attached and made part of this Agreement by use of an Amendment. Any such Amendment must be dated and signed by both parties before the change is considered approved and effective. The change is effective upon final signature by the Department.

Article 16. Budget Flexibility

Notwithstanding the provisions in Article 15, "Changes", the Grantee may revise the project budget without a formal Amendment to this Agreement. Such revisions are limited to a maximum of 10% of the total grant amount over the entire term of this Agreement. Such budget revisions shall be limited to changes to existing budget line items. The creation of new budget line items or addition of funds to the award may only be done through a formal Amendment to the Agreement.

Article 17. Allowable Costs

The Grantee shall comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200, Subpart E – Cost Principles. These cost principles must be used by the Grantee in determining the allowable costs of work performed under this Agreement.

Article 18. Light Refreshments

Upon Department approval, the Grantee may use grant funds for providing light refreshments at outreach events, as long as the activity is reasonable and necessary for the performance of the project as described below. The Grantee will be limited to tea, water, and/or coffee and cannot exceed a total of \$500. Outreach events may be meetings, workshops, or participation in a festival for the purpose of educating the public about water quality protection or restoration efforts. This may also include having a booth designed to educate the public or gather public information at public events. EPA policy prohibits the use of funds for receptions, banquets and similar activities that take place after normal business hours without prior approval.

Grant funds may not be used for any event where alcohol is served, purchased or otherwise available as part of the event or meeting, even if funds are not used to purchase alcohol.

Costs of entertainment, including amusement, diversion, and social activities and any associated costs are unallowable.

Article 19. Consultant Cap

Individual consultants retained by the Grantee shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed.

Article 20. Income

Program and interest earned on federal or state funds shall be reported to the Department who will make a determination if those funds can be used for the project during the Agreement period.

Article 21. Management Fees

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term “management fees or similar charges” refers to expenses added to the indirect costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

Article 22. Federally Approved Indirect Rate

The Grantee is entitled to reimbursement of indirect costs, subject to any statutory or regulatory administrative cost limitations, if they have a current rate agreement or have submitted an indirect rate proposal to the appropriate federal agency for review and approval. The Grantee is responsible for maintaining an approved indirect cost rate throughout the life of the Agreement. Documentation of the current rate agreement must be provided at the beginning of each State Fiscal Year.

Budgets that have been placed with an indirect rate not yet approved by the federal agency, for project administrative expenses, are subject to revision based on the rejection or approval of the final approved indirect rate. If the indirect rate proposal was rejected or adjusted by the federal agency the Grantee will be required to notify the Department and adjust project administration expenses already incurred to the appropriate amount as required under federal regulations.

The Grantee will not be reimbursed for any indirect costs which are not incurred during the period of the approved rate agreement or for any period in which the rate has expired.

Article 23. Limitation of Administrative Costs

If the Grantee does not have a federally approved indirect rate, the Grantee may include administrative costs in the workplan budget but the amount cannot exceed 10% of the grant award.

Article 24. Local Share of Project

The Grantee shall contribute a local share of this project as stated in the Agreement. The matching funds may be in the form of cash or in-kind contributions and must be certified as a non-federal source.

Article 25. Debarment and Suspension

Prior to the offer of this Agreement, the Department has verified the Grantee is not included on the government wide suspension and debarment list. Failure to maintain this status may result in the termination of this Agreement. In addition, the Grantee will not award or permit any award to any party that has been debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs if the value of the subcontract is equal to or exceeds \$25,000. The Grantee may access suspension and debarment information at <http://www.sam.gov>.

Article 26. Procurement

The Grantee must comply with all applicable state or federal or procurement laws in 2 CFR Part 200, Subpart D, Section 200.317 through 200.326. The Grantee is required to follow fair and equitable procurement standards in the acquisition of all services, supplies, and materials. The Grantee must retain clear records of bid procedures. The Grantee will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

Article 27. Equipment Use and Disposition

The Grantee must comply with 2 CFR Part 200, Subpart D, Section 200.313 governing the use of equipment. Equipment purchased in part or wholly with federal funds shall be used by the Grantee in the project for which it was acquired as long as needed, whether or not the project or program continues to be supported by federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a federal agency. The Grantee shall be responsible for the operation and maintenance of equipment acquired with this project. Property records must be maintained which will include a description, serial number, source and title, cost and percentage of federal participation in cost, location, use and condition, and sale price and date of disposal. A physical inventory of the property must be taken at least once every two years. Disposition of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation. If the Grantee is a non-profit

corporation that dissolves, the assets from this project are to be distributed according to Alaska Statutory law, AS 10.20.290-10.20.452.

Article 28. Supplies

The Grantee will compensate the awarding agency if residual inventory of unused supplies exceeds \$5,000 and are not needed for any other federally funded projects upon completion or termination of the Agreement, in compliance with 2 CFR Part 200, Subpart D, Section 200.313, paragraph (e)(2).

Article 29. Recycled Paper

The Grantee agrees to use recycled paper and double-sided printing for all reports which are prepared as part of this Agreement. The Grantee agrees to give preference to the purchase of recycled materials.

Article 30. Financial Management and Accounting

The Grantee shall establish and maintain a financial management and accounting system that conforms to generally accepted accounting principles.

Article 31. Payment Schedule

The Grantee shall comply with the payment schedule established in Attachment 2 of this Agreement.

Article 32. Records Maintenance and Retention

The Grantee shall keep a file for financial, progress, and other records relating to the performance of the Agreement. The file must be retained for a period of three years from the fully executed close out of the Agreement or until final resolution of any audit findings claim or litigation related to the project.

Article 33. Inspection of Records

The state or authorized federal representative may inspect, in the manner and at any reasonable time it considers appropriate, the Grantee's facilities, records or activities under this Agreement.

Article 34. Audit

The Grantee must comply with the provisions of 2 CFR Part 200, Subpart F governing the audit of the state and local governments and nonprofit organizations federal assistance recipients.

Article 35. Compliance Enforcement

If the Grantee fails to comply with the terms of this Agreement, or fails to use the Agreement for only those purposes set forth therein, the Department may take one or more of the following actions:

a) Right to Withhold Funds

The Department may temporarily withhold payments under this Agreement for any violations pending correction of any deficiency by the Grantee or the Department may take more severe enforcement action.

b) Suspension

After written notice that the Grantee is out of compliance with the Agreement, the Department will suspend the project and withhold payment or prohibit the Grantee from incurring

additional obligations of grant funds pending corrective action or a decision to terminate. Response must be received within fifteen (15) days of notification.

c) Termination for Cause

The Department, by written notice, may terminate this Agreement, in whole or in part, when it is in the best interest of the state at any time before the final payment is made. The Department shall notify the Grantee in writing of its determination to terminate, the reason for such termination, the effective date, and the reason and amount for recoveries that will be made.

Article 36. Termination Due to Lack of Funding

In the event funding from the state, federal, match, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the Department may terminate the Agreement, reduce funding, or re-negotiate subject to those new funding conditions.

If the Agreement is terminated, reduced, or re-negotiated for withdrawal or reduction of match funds, the Grantee shall be entitled to compensation of no more than 60% of total costs of the project, as approved by the Department for cost eligibility. The Grantee shall reimburse the Department for all unspent grant funds advanced to the Grantee for project expenses above the final total approved for project cost or above the renegotiated quarterly payment plan; whichever best applies to the current status of the project. The Grantee shall also reimburse the Department for expenses using grant funds during the course of the project that do not meet eligibility requirements. Eligibility requirements include but are not limited to the required match for all grant funds spent by the Grantee. The Grantee must ensure that grant funds expended during the project do not exceed the limit of total project cost.

Article 37. Closeout

The Department will close out the Agreement when it determines that all reporting requirements and required work has been completed. The Grantee must submit all financial, performance and other reports and deliverables required as a condition of the project within thirty-two (32) days of the expiration of this Agreement unless otherwise stated in the workplan or with prior written approval. The Grantee shall return all unexpended grant monies to the state within sixty (60) days of the expiration of the Agreement.

Article 38. Press Releases

The Grantee must notify the Department of any press releases or public announcements prior to publication or dissemination that describe or are otherwise related to the project supported by the Agreement. If the Department objects to any provision of a press release or public announcement under this section, it shall notify the Grantee within twenty-four (24) hours of receiving the notification described herein and shall work diligently and in good faith with the Grantee to develop mutually agreeable language prior to the planned publication or dissemination.

The Grantee must notify the Department within the same day of any media inquiries directed at the Grantee and describe any response or information provided to the media. For some projects, the Department may also issue press releases, may respond to media inquiries or may direct the Grantee to refer questions regarding the project to the Department.

Article 39. Ownership of Documents and Products

All designs, drawing, specifications, notes, artwork, computer programs, reports and other work developed with grant funds in the performance of this Agreement are public domain and will be used

by the state and/or public without notice or compensation to the Grantee. The Grantee agrees not to assert any rights and not to establish any claim under the design patent or copyright laws.

Article 40. Civil Rights

The Grantee must comply with all applicable civil rights regulations, state laws, and policies in accordance with the Equal Employment Opportunity Executive Orders, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and Section 13 of the Federal Water Pollution Control Act Amendments of 1972. Failure in prevention of discriminatory employment practices constitutes a material breach of the Agreement and could result in termination of the Agreement.

Article 41. Electronic and Information Technology Accessibility

The Grantee must ensure that any electronic and information technology (EIT) developed under this Agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality as described and defined in Section 504 of the Rehabilitation Act.

Article 42. Hotel-Motel Fire Safety Act

The Grantee agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act. The Grantee may research the Hotel-Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

Article 43. Drug-Free Workplace

The Grantee must make an ongoing good faith effort to maintain a drug-free workplace as set forth in the Drug-Free Workplace Act of 1988.

Article 44. Disputes

Any disputes concerning a question of fact arising under this project which is not disposed of by mutual agreement shall be decided in accordance with contract controversies, AS 36.30.620-632 of the state Procurement Code.

Article 45. False Claim

The Grantee is advised that providing false, fictitious, or misleading information with respect to the receipt and disbursement of grant funds may result in criminal, civil or administrative fines and/or penalties.

The Grantee must promptly refer to EPA's Inspector General any credible evidence that a false claim has been submitted under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Agreement.

Article 46. Prohibition Statement

The Grantee is advised that no employees may engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect; procure a commercial sex act during the period of time this Agreement is in effect; or use forced labor in the performance of this Agreement.

The Grantee must inform the Department immediately of any information that is received from any source alleging a violation of the Prohibition Statement above.

Article 47. Patents and Inventions

Rights to inventions made under this Agreement are subject to federal patent and licensing regulations as defined in Title 37 CFR Part 401 and Title 35 USC Sections 200-212.

Article 48. Indemnification

The Grantee shall indemnify, save harmless and defend the state, its officers, agents, and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission or negligent act of the Grantee, subcontractor or anyone directly or indirectly employed by them in the performance of this Agreement.

All actions or claims including costs and expenses resulting from injuries or damages sustained by any person or property arising directly or indirectly from the performance of this Agreement which are caused by the joint negligence of the state and the Grantee shall be apportioned on a comparative fault basis. Any such joint negligence on the part of the state must be a direct result of active involvement by the state.

Article 49. Insurance

Without limiting the Grantee's indemnification, it is agreed that the Grantee shall purchase and maintain in force at all times during the performance of services under this Agreement the following policies of insurance; when applicable. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Grantee's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

a. Worker's Compensation Insurance

The Grantee shall provide and maintain, for all employees of the Grantee engaged in work under this Agreement, Workers' Compensation Insurance as required by AS 23.30.045. The Grantee shall be responsible to ensure all subcontractors provide Workers' Compensation Insurance for anyone who directly or indirectly provides services under this Agreement. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection of not less than \$100,000 per person, \$100,000 per occurrence. Where applicable, coverage for all federal acts (i.e., U. S. L&H and Jones Act) must also be included.

b. Comprehensive (Commercial) General Liability Insurance: The Grantee shall ensure coverage limits not less than \$300,000 combined single limit per occurrence and annual aggregates where generally applicable, and shall include premises-operations, independent contractor, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

c. Comprehensive Automobile Liability Insurance: covering all owned, hired and non-owned vehicles with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000 property damage.

d. Professional Liability Insurance: covering all errors, omissions or negligent acts of the contractor, subcontractor or anyone directly or indirectly employed by them, made in the

performance of this Agreement which results in a financial loss to the state. Limits required as per the following schedule:

Contract Amount	Minimum Required Limit
Under \$100,000	\$100,000 per occurrence/annual aggregate
\$100,000-\$499,999	\$250,000 per occurrence/annual aggregate

Appendix C: Funding-Specific Conditions

Sewer Overflow and Stormwater Reuse Municipal Grant Program

Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the Grantee's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the Grantee received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo>. Use of the Department logo is encouraged and available by request.

Signage Required – Nonpoint Source Construction Projects

The Grantee is required to place a sign at construction sites supported under this award displaying the EPA logo in a manner that informs the public that the project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

Grantees are required to comply with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>.

Environmental Review – Treatment Works Construction Projects

Prior to any construction, the Grantee shall consult with the Department to determine the required level of environmental review. The Department will notify the Grantee of the type of environmental documentation that will be required, if any.

If an environmental review is needed, the Grantee shall complete an environmental review in accordance with the State Environmental Review Process (SERP), and in compliance with state and federal environmental laws prior to any ground disturbing or construction activities conducted as part of this Project. Construction activities shall not commence until the SERP review has been completed. Any ground disturbing or construction activities that occur prior to the notification to the Grantee, by the Department, that Department's decision has been finalized are ineligible for reimbursement. No grant funds related to Construction activities shall be expended by the Grantee until all documentation is received and the Environmental Review is approved by DEC. The Grantee shall allow 60-90 days for review.

An environmental determination is valid for five years. Any activities occurring more than five years following the original environmental determination must undergo an additional review.

Davis-Bacon Act– Treatment Works Construction Projects

For construction, alteration, and repair of treatment works, the Grantee shall ensure that contract wages paid are the higher of the State or Federal wage rate on a classification-by-classification basis for the construction of the Project. Both prevailing wage rates established for the locality by the Alaska Department of Labor under AS 36.05.010, and Federal standards in accordance with 40 U.S.C. Subtitle II Part A Subchapter IV (commonly referred to as the "Davis Bacon Act") apply. Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a

week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

- a. The Grantee shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) less than 10 days before posting. Wages are locked-in at bid opening if awarded within 90 days. Wages must be updated if contract award is more than 90 days after bid opening. Once a Davis-Bacon wage rate has been locked, it stays in effect for the duration of the project. These wage determinations shall be incorporated into solicitations and any subsequent contracts. In addition, the wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor or subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- b. The Grantee shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub-contracts in excess of \$2,000. Grantee shall ensure no contracts are awarded to contractors excluded from federal contracts. The Grantee may access suspension and debarment information at <http://www.sam.gov>.
- c. The Grantee shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages to verify that contractors or subcontractors are paying the appropriate wage rates. Grantees shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5), all interviews must be conducted in confidence. The Grantee must use Standard Form 1445 or equivalent documentation to memorialize the interviews.
- d. The Grantee shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. In addition, during the examinations, the Grantee shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions. The Grantee shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.
- e. In addition, the Grantee shall consult with the Department on any required contract or bid documents to ensure that appropriate federal "Davis Bacon Act" language and material is included in the documentation.

American Iron and Steel- Treatment Works Construction Projects

Per Section 608 of the Clean Water Act, none of the funds made available to the Grantee shall be used for a project for the construction, alteration, maintenance, or repair of a treatment works unless all of the iron and steel products used in the project are produced in the United States.

The Grantee may request a waiver to this requirement **during the design phase** if:

- i. It is inconsistent with the public interest;
- ii. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- iii. Inclusion of iron and steel products produced in the United States will increase the cost of the overall Project by more than 25 percent.

Waiver requests shall be submitted to the Department by the Grantee; the Department will then forward the request to the Environmental Protection Agency (EPA) for consideration. EPA will make a copy of the request, and information related to the request, available to the public on an EPA website for at least fifteen days for informal public input prior to making a finding.

Attachment 1: ACWA-23-17 Budget

Categories	FY23		FY24		FY25		Total Request
	Expenses between March 1, 2023 and June 30, 2023	Description (see column A for required details for each category)	Expenses between July 1, 2023 and June 30, 2024	Description (see column A for required details for each category)	Expenses between July 1, 2024 and February 28, 2025	Description (see column A for required details for each category)	
Salaries/Benefits	\$5,244	The City Manager will charge 40 hours to the grant at a rate of \$54.00 per hour (\$40 per hour salary and \$14.00 fringe calculated at 35%). Tasks include general project oversight, RFP development, hiring contractor(s) and contract development. The Finance Officer will charge 70 hours to the project at a rate of \$36.08 per hour (\$27.33 salary + \$8.75 fringe calculated at 32%). Tasks include daily project oversight and general grant management all fiscal management and grant reporting. The City Clerk will charge 15 hours to the grant at a rate of \$37.21 (\$28.19 per hour + \$9.02 fringe calculated at 32%). Tasks will include developing a community survey and ensuring all project-related public information is available on the City's website and YouTube channel.	\$4,529	The City Manager will charge 30 hours to the grant at a rate of \$54.00 per hour (\$40 per hour salary and \$14.00 fringe calculated at 35%). Tasks include general project oversight. The Finance Officer will charge 60 hours to the project at a rate of \$36.08 per hour (\$27.33 salary + \$8.75 fringe calculated at 32%). Tasks include daily project oversight and general grant management all fiscal management and grant reporting. The City Clerk will charge 20 hours to the grant at a rate of \$37.21 (\$28.19 per hour + \$9.02 fringe calculated at 32%). Tasks will include collecting data from the community survey and ensuring all project-related public information is available on the City's website and YouTube channel.	\$4,622	The City Manager will charge 30 hours to the grant at a rate of \$56.70 per hour (\$42.00 per hour salary and \$14.70 fringe calculated at 35%). Tasks include general project oversight. The Finance Officer will charge 60 hours to the project at a rate of \$38.72 per hour (\$29.33 salary + \$9.39 fringe calculated at 32%). Tasks include daily project oversight and general grant management all fiscal management and grant reporting. The City Clerk will charge 15 hours to the grant at a rate of \$39.85 (\$30.19 per hour + \$9.66 fringe calculated at 32%). Tasks ensuring all project-related public information is available on the City's website and YouTube channel.	\$14,395
Travel	\$0		\$0		\$0		\$0
Contractual	\$31,000	In Year One, we anticipate \$6000 will be paid to the contractor for scoping work to develop the final project plan. We also anticipate that although the majority of the drainage mapping work will take place in Year Two, the contractor will request an initial payment of \$25,000 before beginning work.	\$83,000	In Year Two, we anticipate that the bulk of the drainage study work will occur, at an estimated cost of \$28,000. Aerial photography will be done at an estimated cost of \$47,000. This estimate is based on the estimate given by HDR in their 2/7/2022 letter ("Cover Letter and Scope Seldovia Drainage") giving their projected costs for this project, which is an attachment to our application. Public involvement includes public meetings and information-gathering interviews at a total cost of \$8000.	\$93,000	In Year Three, we anticipate that the contractor will finalize the drainage map at a cost of \$25,000. Designs for structural and nonstructural water quality controls are estimated at \$25,000. The capital improvements plan component of the stormwater management plan is estimated at \$20,000. Final studies for and an initial draft of the stormwater management plan are estimated at \$23,000.	\$207,000
Supplies	\$100	Supplies in Year One are estimated at \$100.00 for in-house printing costs for the public survey.	\$100	Supplies in Year Two are estimated at \$100.00 for Every Door Direct Mail costs to send out the public survey, figured at \$0.25 per piece and 400 pieces.	\$840	\$180.00 is budgeted for printing costs for the stormwater plan and \$660.00 for printed copies of drainage map.	\$1,040
Equipment	\$0		\$0		\$0		\$0
Indirect/Admin	\$0		\$0		\$0		\$0
Other	\$0		\$0		\$0		\$0
Grand Total	\$36,344		\$87,629		\$98,462		\$222,435

Attachment 2: Payment Plan for Reimbursable Expenses

Reimbursement

Eligible expenses incurred under the Agreement will be reimbursed on a semiannual basis. Reimbursement will be made upon receipt and approval of the progress, financial reports, and deliverables. If you require more frequent reimbursements, please contact the Department.

Certificate Of Completion

Envelope Id: 09715CA2264246D38C1FA0EFB4272BA6	Status: Completed
Subject: Complete with DocuSign: ACWA-23-17 Grant Award.pdf	
Source Envelope:	
Document Pages: 22	Signatures: 2
Certificate Pages: 4	Initials: 1
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Disabled	Mariah Carpenter
Time Zone: (UTC-09:00) Alaska	PO Box 110206
	Juneau, AK 99811
	mariah.carpenter@alaska.gov
	IP Address: 158.145.15.22


Record Tracking

Status: Original	Holder: Mariah Carpenter	Location: DocuSign
2/27/2023 3:18:21 PM	mariah.carpenter@alaska.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: State of Alaska	Location: DocuSign

Signer Events

Heidi Thomerson
 Heidi.Thomerson@alaska.gov
 Accountant IV-Federal Grants
 Department of Environmental Conservation
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
 Using IP Address: 10.1.96.28


Timestamp

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 ID: 9f2df446-33f9-4e5c-b878-12b1799a0ed7
 Company Name: State of Alaska

Randy Bates
 randy.bates@alaska.gov
 Director
 State of Alaska
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Uploaded Signature Image
 Using IP Address: 10.7.102.116

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Electronic Record and Signature Disclosure:

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 ID: 861845b2-4df8-4150-b1ad-c5ec0bfbd08a
 Company Name: State of Alaska

Larry Dunivin
 Larry.Dunivin@alaska.gov
 DEC Finance Officer
 State of Alaska
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Drawn on Device
 Using IP Address: 24.237.20.46

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Electronic Record and Signature Disclosure:

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 Company Name: State of Alaska

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sarena Hackenmiller sarena.hackenmiller@alaska.gov Grants Administrator II State of Alaska Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/27/2022 2:29:40 PM ID: cc73dbb9-af31-43ec-90c3-c026a2cb6267 Company Name: State of Alaska	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 3/1/2023 2:05:27 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	3/1/2023 2:05:25 PM
Completed	Security Checked	3/1/2023 2:05:27 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

Please read this Electronic Records and Signature Disclosure (ERSD). It concerns your rights regarding electronically undertaking, and the conditions under which you and the State of Alaska agree to electronically undertake, the transaction to which it relates (the “TRANSACTION”).

Consent to Electronically Undertake the TRANSACTION

You can electronically undertake the TRANSACTION only if you confirm that you meet the following requirements by selecting the box next to “I agree to use electronic records and signature” (the “AGREE BOX”):

1. you can fully access and have read this ERSD;
2. you can fully access all of the information in the other TRANSACTION records;
3. you can retain all of the TRANSACTION records in a form that you will be able to fully access for later reference;
4. you consent to undertake the TRANSACTION electronically; and
5. you are authorized to undertake the TRANSACTION. (Please note that falsely undertaking the TRANSACTION may subject you to civil liabilities and penalties and/or to criminal penalties.)

If you cannot or are not willing to confirm each of these five things, do not select the AGREE BOX.

Withdrawing Consent

If you select the AGREE BOX, you can withdraw your consent to electronically undertake the TRANSACTION at any time before you complete the TRANSACTION: simply do not finalize it. The only consequence of withdrawing your consent is that you will not finalize the TRANSACTION.

If you select the AGREE BOX, your consent will apply only to this TRANSACTION. You must separately consent to electronically undertake any other transaction with the State of Alaska.

Paper Option for Undertaking the TRANSACTION

You may undertake the TRANSACTION with the State of Alaska using paper records. (State of Alaska employees who want to undertake the TRANSACTION in paper should contact the agency responsible for the TRANSACTION.) Print the paper records on the website of the State of Alaska agency responsible for the TRANSACTION, or request them from the agency. The State of Alaska homepage is at <http://alaska.gov/>.

Copies of TRANSACTION Records

After completing the TRANSACTION but before closing your web browser, you should download the TRANSACTION records. Or you can download the records within 30 days after

completing the TRANSACTION using the link in the DocuSign email sent to the email address you used to complete the TRANSACTION. The State of Alaska will not provide a paper copy of the TRANSACTION records as part of the TRANSACTION. Under the Alaska Public Records Act (APRA), AS 40.25.100–.295, you can request a copy from the agency responsible for the TRANSACTION, but if too much time has passed, the agency may no longer have the records when you make your request. If required under the APRA, the agency will charge a fee.

Required Hardware and Software

For the minimum system requirements to electronically undertake the TRANSACTION, including accessing and thereby retaining the TRANSACTION records, visit <https://support.docusign.com/guides/signer-guide-signing-system-requirements>. These requirements may change. In addition, you need access to an email account.

How to Contact the State of Alaska

To ask a question on this ERSD or the DocuSign document generated after you complete the TRANSACTION or on using DocuSign to electronically undertake the TRANSACTION, contact the Alaska Department of Administration at either of the following addresses:

State of Alaska
Department of Administration
550 West 7th Avenue
Suite 1970
Anchorage, AK 99501
Reference: DocuSign

doa.commissioner@alaska.gov
Subject: DocuSign

To ask any other question on the TRANSACTION records or to update the information for contacting you electronically, contact the State of Alaska agency responsible for the TRANSACTION using the contact information in the TRANSACTION records or, if those records contain no contact information, using the contact information on the agency's website. Again, the State of Alaska homepage is at <http://alaska.gov/>.