



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

**Department of Military and  
Veterans Affairs**

Division of Homeland Security and  
Emergency Management

P.O. Box 5750  
JBER, AK 99505-0800  
Main: 907.428.7000  
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ready.alaska.gov

March 4, 2024

Phillip Zavadil, City Manager  
City of Saint Paul Island  
PO Box 901  
Saint Paul Island, AK 99660

RE: 2022 State and Local Cybersecurity Grant Program, EMW-2022-CY-00038-S01  
State Grant No.: 22SLCGP-GY22

Mr. Zavadil:

We received funds from the U.S. Department of Homeland Security under the 2022 State and Local Cybersecurity Grant Program (SLCGP). We are pleased to award the City of Saint Paul Island the amount of \$30,000.00 under this grant. Funding from this program is provided to support state, local and territorial governments in managing and reducing systemic cyber risk.

As a reminder, all procurement transactions must be conducted in a manner that provides full and open competition. To ensure this, we require a Procurement Method Report with every expense (except for local advertising, legal notices, and travel arrangements) submitted for reimbursement under this grant. Preapprovals may be required at multiple steps in the procurement process. Please see the Procurement Method Report for additional details.

A pre-signed Obligating Award Document (OAD) is attached. Please print the document, sign the OAD, and send a scanned copy to [mva.grants@alaska.gov](mailto:mva.grants@alaska.gov) within 30 days of subrecipient receipt. Keep the hard copy for your records.

If the OAD cannot be returned within 30 days due to local jurisdiction policies, a Notice of Intent to Accept Grant Award form must be submitted. The form and instructions are available for download on our Grants website: <http://ready.alaska.gov/Grants/OurDocs>.

If signatory points of contact have changed since the submittal of the application, please complete and return a Signatory Authority Form with the signed OAD. The Signatory Authority Form is available for download on our Grants website. If needed, Electronic Payment enrollment forms are also available upon request.

Mr. Zavadil  
March 4, 2024  
Page 2 of 2

If you have any questions, please get in touch with the Division Project Manager for this grant, Tiffany Peltier at (907) 428-7026 or by email at [mva.grants@alaska.gov](mailto:mva.grants@alaska.gov).

Sincerely,



William A. Dennis  
Administrative Operations Manager

Enclosure(s): Obligating Award Document  
Project Budget Details Report

cc: Lynn Sterbenz, Subrecipient Project Manager  
Stephanie Mandregan, Subrecipient Chief Financial Officer

<b>State of Alaska</b> <b>Division of Homeland Security and Emergency Management</b> Under US Department of Homeland Security Federal Emergency Management Agency Grant Programs Directorate						Page 1 of 9	
						FEDERAL AWARD DATE	
						December 26, 2022	
						FEDERAL GRANT PROGRAM	
						2022 State and Local Cybersecurity Grant Program	
<b>OBLIGATING AWARD DOCUMENT</b>						FEDERAL GRANT NUMBER	
						EMW-2022-CY-00038-S01	
RECIPIENT NAME AND ADDRESS		PERFORMANCE PERIOD		AMENDMENT		CFDA:	97.137
City of Saint Paul Island 950 Gorbach St Saint Paul Island, AK 99660		FROM:	February 1, 2024	AMENDMENT #:		AWARD AMOUNT	
		TO:	December 31, 2025	EFFECTIVE DATE:		\$30,000.00	
		STATE PROGRAM NUMBER				22SLCGP-GY22	
UEI NUMBER	F9NRLCANGSE4			FUNDING ALLOCATION			
EIN	920041691			PLANNING	\$30,000.00	EXERCISE	
METHOD OF PAYMENT	Electronic			TRAINING		EQUIPMENT	
PURPOSE OF AWARD							
<p><b>Total Awarded Amount:           \$30,000.00</b></p> <p>Federal Share:                       \$27,000.00</p> <p>State Share:                           \$3,000.00</p> <p><b>Final Report Due: February 15, 2026</b></p> <p>The attached Project Budget Details is the funding allocation. Grant program guidelines and federal, state, and local contracting and procurement compliance requirements apply.</p>							
GRANT REQUIREMENTS AND PROGRAM TERMS AND CONDITIONS							
<p>The acceptance of a grant from the United States government creates a legal duty on the part of the recipient to use the funds or property made available in accordance with the conditions of the grant [GAO Accounting Principles and Standards for Federal Agencies, Chapter 2, Section 16.8(c)]. See attached for continued Grant Requirements and Program Terms and Conditions.</p>							
SPECIAL CONDITIONS (Grant funds cannot be expended until these conditions have been met. See Obligating Award for details.)							
None							
				AGENCY INFORMATION			
ADDRESS	Division of Homeland Security and Emergency Management PO Box 5750 JBER, AK 99505-5750			WEBSITE	http://ready.alaska.gov		
				EMAIL	mva.grants@alaska.gov		
				PHONE	(907) 428-7000		
				FAX	(907) 428-7009		
STATE PROJECT MANAGER		PHONE	FAX	EMAIL			
Tiffany Peltier		(907) 428-7026	(907) 428-7009	mva.grants@alaska.gov			
AGENCY APPROVAL				RECIPIENT ACCEPTANCE			
NAME AND TITLE OF APPROVING AGENCY OFFICIAL				NAME AND TITLE OF AUTHORIZED RECIPIENT OFFICIAL			
William A. Dennis, Administrative Operations Mgr.				Phillip Zavadil, City Manager			
SIGNATURE OF APPROVING AGENCY OFFICIAL				SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL			
			DATE 3-1- 2024				DATE 3/6/2024
FOR STATE USE ONLY							
Vendor Personal Number:		CSP84171		Date Returned			
Fund	Unit	AR Unit	Object	Activity	Function	Program	PPC
1004	2001	099230010	7000	2012	22 CSGP SPI	2CSGP2022	GYCSGP

## Program Requirements

(A) Monies may not be obligated outside of the time period as stated on the grant document. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period (unless otherwise specified in the Program Terms and Conditions) when the *Final Performance Progress Reports* are due.

(B) The signature of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction and are eligible and allowable expenditures consistent with the grant guidelines for this project. The jurisdiction shall follow the financial management requirements imposed on them by the Division of Homeland Security and Emergency Management (DHS&EM).

(C) The signature of the signatory officials on this award attests to the jurisdiction's understanding, acceptance, and compliance with Acknowledgment of Federal Funding; Lobbying; Debarment, Suspension, EHP, BABAA, and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state or local funds. Federal funds may be used to supplement existing funds to augment program activities and not replace those funds that have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit. Any cost allocable to a particular Federal award or cost objectives under the principles provided in 2 CFR Part 200, subpart E, may not be charged to other Federal awards to overcome fund deficiencies.

(D) The jurisdiction shall ensure the accounting system used allows for the separation of fund sources. These grant funds cannot be commingled with funds from other federal, state, or local agencies, and each award is accounted for separately.

(E) The jurisdiction shall comply with the requirements under 2 CFR 25.110 to maintain and keep jurisdiction information current within the System of Award Management (SAM). Also, the jurisdiction has the requirement to be non-delinquent to the Federal government as required in OMB Circular A-129. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments.

(F) The jurisdiction shall comply with Federal Laws and Regulations: *Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990. Per Executive Order 13166*, the jurisdiction will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. The jurisdiction is required to comply with any applicable provisions of the Buy American Act (41 U.S.C. Sections 8301 – 8305). *Executive Order 13347, Individuals with Disabilities in Emergency Preparedness, requires the government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. Executive Order 13224* prohibits transactions with and support organizations associated with terrorism. Energy Policy and Conservation Act, the National Environmental Policy Act (NEPA) of 1969, and the Coastal Wetlands Planning, Protection, and Restoration Act of 1990 (as applicable.) The USA PATRIOT Act of 2001, the Trafficking Victims Protection Act of 2000, the Hotel and Motel Fire Safety Act of 1990, and the Fly America Act of 1974. Subrecipients who collect Personally Identifiable Information (PII) are required to have a publicly available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C 2409, 41 U.S.C 4712, and 10 U.S.C 2324, 41 U.S.S 4304, and 4310. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R Part 19 and other applicable statutes, regulations, and guidance governing the participants of faith-based organizations in individual DHS programs.

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

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

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

1. Administrative requirements  
2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*  
<https://ecfr.io/Title-2/Part-200>
2. Cost Principles  
2 CFR Part 200 Subpart E Cost Principles  
[Title 2 Part 200 Subpart E - Code of Federal Regulations \(ecfr.io\)](https://ecfr.io/Title-2/Part-200/Subpart-E)
3. Audit Requirements  
2CFR Part 200 Subpart F Audit Requirements  
[Title 2 Part 200 Subpart F - Code of Federal Regulations \(ecfr.io\)](https://ecfr.io/Title-2/Part-200/Subpart-F)
  - a. Federal: The applicant agrees that, as a condition of receiving any federal financial assistance, a Single audit of those federal funds will be performed, if required by law, and further agrees it will comply with all applicable audit requirements.

- b. **State:** If the applicant is an entity that received state financial assistance, the applicant shall submit to the State Coordinating Agency, within one year after the end of the audit period, an annual audit report covering the audit period as required by 2 AAC 45.010.
  - c. Subrecipients identified as "non-compliant" by the Alaska Dept. of Administration, Division of Finance, Single Audit Coordinator shall be subject to the following grant payment restrictions:
    - 1) The Division of Homeland Security & Emergency Management (DHS&EM) will not process grant payments of any nature directly to the subrecipient.
    - 2) Subrecipients will be required to fully comply with the Single Audit requirements specified by the Alaska Dept. of Administration, Division of Finance, Single Audit Coordinator.
    - 3) Subrecipients will provide compliance evidence to DHS&EM from the State Audit Coordinator before any payment will be processed.
    - 4) DHS&EM may process on-behalf-of (OBO) payments to vendors for costs directly associated with the scope of work on approved awards.
    - 5) Performance periods will not be extended due to a subrecipient's failure to comply with the Single Audit requirement.
    - 6) Payments made in error to subrecipients that are "non-compliant" must be repaid to the State of Alaska within 90 days of receipt of notice from DHS&EM.
4. Procurement and Contracts. Contracts must be of a reasonable cost, generally be competitively bid, and must comply with Federal, State, and local procurement standards. Detailed requirements for eligible procurement methods and contract types can be found in 2 CFR Part 200 Subpart D. The applicant agrees to review and follow procurement and contract requirements necessary for compliance with the grant program. Further, the applicant understands that failure to comply with these requirements may result in loss of funding for the entire project.
- a. Debarred/Suspended Vendors. As required by Executive Orders 12549 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 180, the applicant certifies that it and its principals:
    - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
    - 2) Have not within a three-year period preceding this award been convicted of a or had a civilian judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
    - 3) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification.
    - 4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default. Where the applicant is unable to certify any of the statements in this certification, he or she shall attach an explanation to this application.
    - 5) Domestic Preferences for Procurement. As appropriate and to the greatest extent consistent with law, state and non-state entities should, to the greatest extent practicable under its FEMA award, provide a preference for the purchase of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for "Produced in the United States" and "manufactured products" that states should review.
5. Conflict of Interest  
2 CFR Part 200.112 – the jurisdiction must disclose in writing to DHS&EM any potential conflict of interest per the applicable Federal awarding agency policy in the award's performance period.
6. False Claims Act, Program Fraud Civil Remedies, and Mandatory Disclosures
- A. 31 U.S.C. §3729, no recipient of federal payments shall submit a false claim for payment.
  - B. 38 U.S.C. §3801-3812 details the administrative remedies for false claims and statements made.
  - C. 2 CFR Part 200.113 – the jurisdiction must disclose, in a timely manner and in writing to DHS&EM, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the award.
7. Technology Requirements  
28 FR Part 23, Criminal Intelligence System Operating Policies
8. Research and Development (R&D) Requirements  
Grants awarded to DHS&EM are not R&D
9. Duplication of Benefits  
2 CFR Part 200, Subpart E, Cost Principles
10. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. §5121-5206, and Related Authorities, where applicable.

11. Reducing Text Messaging while Driving.  
All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
12. Reporting of Matters Related to Recipient Integrity and Performance  
If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R Part 200, Appendix XII.
13. Reporting Subawards and Executive Compensation  
All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R Part 170, Appendix A.
14. SAFECOM  
All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
15. All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**SLCGP Program Terms and Conditions**

The total allocation of the 2022 State and Local Cybersecurity Grant Program awarded to the Division of Homeland Security and Emergency Management (DHS&EM) is \$2,244,983.00 under *Federal Grant EMW-2022-CY-00038-S01, CFDA# 97.137*. The City of Saint Paul Island has been awarded \$30,000.00, which shall be used to support state, local, and territorial governments in managing and reducing systemic cyber risk.

The instructions, guidance, limitations, and other conditions outlined in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements outlined in the program NOFO and State program guidance. The performance period of this grant award is February 1, 2024, through December 31, 2025. Project conditions must be completed by this date. The City of Saint Paul Island cannot subgrant all or any part of this award to any other entity or organization. All awards require confirmation within the first reporting quarter that activities toward projects will be made, or DHS&EM may execute de-obligation of the funds.

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

**(B) Reporting Requirements:** The City of Saint Paul Island shall submit timely quarterly *Performance Progress Reports (PPR)* and *Financial Progress Reports (FFR)* to the Project Manager at DHS&EM. Instructions and blank forms are located electronically at <https://www.ready.alaska.gov/Grants> and may be reproduced. Jurisdictions must check the website quarterly for the most current forms. The use of outdated forms will not be accepted. Quarterly reports are due:

Number of Scheduled Reports Due	Jurisdiction Performance Period	PPR & FFR Due Dates
1	2/1/2024 - 3/31/2024	WAIVED
2	4/1/2024 - 6/30/2024	July 20, 2024
3	7/1/2024 - 9/30/2024	October 20, 2024
4	10/1/2024 - 12/31/2024	January 20, 2025
5	1/1/2025 - 3/31/2025	April 20, 2025
6	4/1/2025 - 6/30/2025	July 20, 2025
7	7/1/2025 - 9/30/2025	October 20, 2025
8	10/1/2025 - 12/31/2025	January 20, 2026
9	Final Report	February 15, 2026

**Invoices with progress reports will be submitted to DHS&EM by the due date as specified in the above schedule. Should the grant period be extended for any reason, a modified report schedule will accompany the award amendment.**

The *Performance Progress Report (PPR)* contains an AK-PPR-A cover page form and an AK-PPR-B Program Indicators form. Both forms must be completed and submitted by the report due date. Requests for grant extensions, budget adjustments, project realignments, and significant problems or delays are reported on the AK-PPR-A. An AK-PPR-A must be submitted even if no additional information is required. The AK-PPR-B shall describe the progress and percentage of projects completed and detail any related expenditures submitted on the *Financial Progress Report*. The *Financial*

*Progress Reports* shall describe the status of the funds, show encumbrances, and receipts of program income, cash or in-kind contributions to the project, whether or not a local match is required. A final PPR is a summary report showing project completion, evaluating project activities, and measuring performance against project goals for the entire performance period, and is required in addition to the last quarterly PPR. An *After-Action Report/Improvement Plan (AAR/IP)* is required within 30 days of the conduct of an exercise.

**(C) Signatory Requirements:** The primary Signatory Official, Project Manager, and Financial Officer, as listed on the Signatory Authority Form, must sign the original obligating award document and any amendments. Delegates may sign quarterly and final reports. However, the signatures of the Project Manager, Signatory Official, and the Financial Officer must be three different signatures.

**(D) Reimbursements:** Submit on the *Financial Progress Report* form. Reimbursement shall be based upon authorized and allowable expenditures consistent with project narrative, budget details, grant guidelines, and submission of timely quarterly *Performance Progress* and *Financial Progress Reports*. Payments may be withheld pending correction of deficiencies or for use of outdated forms. Reimbursement of expenditures may be requested at any time within the performance period. Expenditures must be supported with source documentation (e.g., copies of invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.), method of solicitation must be documented with a *Procurement Method Report*, and documentation of payment must be included. Reimbursable expenses include:

- **Personnel Costs:** Payroll reports signed and certified by the Chief Financial Officer that capture the employee's name, position, coded allocation to the project, and amount paid are acceptable. Staff may not self-certify their own time and wages. The subrecipient shall retain all supporting payroll records, including time and attendance records signed by the employee and supervisor and copies of warrants as per the recordkeeping requirements in Section O. Limited to 50 percent for employees assigned to program management functions, not operational duties. The limit does not apply to contractors.
- **Contracts:** All sole-source procurements, single vendor responses to a competitive bid, and service contracts of any value require DHS&EM pre-approval before implementation. Final signed copies of all contracts are required for submission to DHS&EM with the request for reimbursement. Please review the Procurement Method Report for specific requirements.
- **Program Income and Local Match:** Program income may be used to supplement project costs, reduce project costs, or may be refunded to the federal government, and must be used for allowable program costs and be expended before requests for reimbursement. Local matching funds must clearly support the source, the amount, and the timing of all matching contributions.
- **Equipment:** Allowable equipment categories are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB). Documentation is required per instructions attached to DHS&EM quarterly reports.
- **Travel:** Travel must be listed in the approved budget.
- **Training:** Requires DHS&EM pre-approval before registering or participating in training opportunities.
- **Exercise:** Requires submission of an AAR/IP within 30 days after the conduct of the exercise.
- **Food and Beverages:** All food and/or beverage expenses require pre-approval by DHS&EM and are only allowable costs if related to a grant-funded sheltering exercise, such as a Mass Care Shelter Exercise where food is prepared as part of the exercise objectives in evaluating food preparation capabilities.

**(E) Unallowable Costs and Activities:** Below is not an all-inclusive list. Please review the FY2023 SLCGP Notice of Funding Opportunity for additional information.

Grant and match funds cannot be used for:

- Spyware
- Microsoft Office
- Construction/Renovation
- To meet a cost-sharing contribution
- To pay a ransom
- For recreational or social purposes
- To pay for cybersecurity insurance premiums
- To acquire land or to construct, remodel, or perform alternations of buildings or other physical facilities or
- For any purpose that does not address cybersecurity risks or cybersecurity threats on information systems owned or operated by, or on behalf of, the eligible entity that receives the grant or a local government within the jurisdiction of the eligible entity.
- Salaries and personnel costs of planners, equipment managers, exercise coordinators, and/or training coordinators
- Supplanting any expense already budgeted

- Reimbursable training and related travel costs not pre-approved by DHS&EM
- Contracts and procurements over \$10,000.01 not pre-approved by DHS&EM
- Sole source contracts and procurements not pre-approved by DHS&EM
- Stand-alone working meals
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned for resubmission by the jurisdiction.

**(F) Property and Equipment Management:** The City of Saint Paul Island shall maintain an effective property management system; safeguards to prevent loss, damage, or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A *Property Inventory Report* must be submitted to DHS&EM annually each **June 20** with the *Financial Progress Report*, and continued submission is required annually until final disposition of the equipment. No equipment purchased with these grant funds may be assigned to other entities or organizations without written approval from DHS&EM prior to the jurisdiction's encumbrance or expenditure for that equipment. Management of property and equipment shall be in accordance with state laws and procedures as outlined in 2 CFR Subpart D (200.210-200.316). For items over \$5,000.00, a Single Equipment Reporting Form must be submitted at the time of reimbursement at the time of reimbursement request

**(G) Build America, Buy America Act (BABAA):** The City of Saint Paul Island must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and EO 14005, Ensuring the Future is Made in All of America by All of America's Workers. See OMB Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**(H) Procurement:** A *Procurement Method Report* documenting the method of solicitation is required for reimbursement for every procurement (with the exception of local advertising, legal notices, and travel arrangements). Contractors that develop or draft specifications, requirements, *Statements of Work* (SOW), and/or *Requests for Proposals* (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition. Pre-approvals may be required at multiple steps in the procurement process. Please see the *Procurement Method Report* for additional details.

**(I) Contracts:** Any contract entered into during this grant period shall comply with local, state, and federal government contracting regulations. To the extent that subrecipients of a grant use contractors, subrecipients shall use small, minority, women-owned, or disadvantaged business concerns and contractors to the extent practicable. Contracts for professional and consultant services must include local, state, and federal government-required contract language and a project budget and require pre-approval by DHS&EM before implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the marketplace. Detailed invoices and time and effort reports are required for consultants. A *Procurement Method Report* documenting the method of solicitation is required for reimbursement for every procurement.

**(J) Use of DHS Seal, Logo, and Flags:** All subrecipients must obtain DHS&EM approval before using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**(K) Publications and Copyright:** All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgment of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations) Publications created with funding under this grant should prominently contain the following statement: ***This document was prepared under a grant from the Federal Emergency Management Agency (FEMA)'s Grant Programs Directorate, U.S.***

**Department of Homeland Security and the Alaska Division of Homeland Security and Emergency Management.** *Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate, the U.S. Department of Homeland Security, or the State of Alaska.*

**(L) Acknowledgement of Federal Funding:** All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

**(M) Federal Debt Status:** All subrecipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17, for additional information and guidance.

**(N) False Claims Act and Program Fraud Civil Remedies:** All subrecipients must comply with 31 U.S.C. § 3729 requirements, which set forth that no sub-recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

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

**(P) Performance Measures:** Quarterly Progress Reports shall demonstrate performance and progress relative to:

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

**(Q) Subrecipient Monitoring Policy:** Periodic monitoring is required to ensure that program goals, objectives, timelines, budgets, and other related program criteria are met. DHS&EM reserves the right to periodically monitor, review, and conduct analysis of the City of Saint Paul Island's financial, programmatic, and administrative policies and procedures, such as, accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting and procurement policies and records, payroll records and means of allocating staff costs, property/equipment management system(s), progress of project activities, etc. This may include desk and field audits. Technical assistance is available from DHS&EM staff. The Monitoring Policy is available in the Grants Management Handbook.

**(R) Penalty for Non-Compliance:** For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements, and award modifications may be withheld. DHS&EM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establishing additional prior approvals. DHS&EM shall notify the City of Saint Paul Island of its decision in writing, stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and the timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The City of Saint Paul Island must respond within five (5) days of receipt of notification:

1. Unwillingness or inability to attain project goals
2. Unwillingness or inability to adhere to Special Conditions or Grant Assurances.
3. Failure or inability to adhere to grant guidelines and federal compliance requirements
4. Improper procedures regarding contracts and procurements
5. Inability to submit reliable and/or timely reports
6. Management systems which do not meet federally required management standards

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

**(T) Termination for Convenience:** Any project may be terminated upon convenience, in whole or in part, for the convenience of the Government. The U.S. Department of Commerce and the DHS&EM, by written notice, may terminate this grant, in whole or in part, when it is in the Government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Any equipment purchased under a terminated grant may revert to DHS&EM at the option of DHS&EM.

**(U) Project Implementation:** Due to the competitiveness of the 2022 State and Local Cybersecurity Grant Program, approved projects must be ready-to-go. Project implementation shall begin within the first reporting quarter.

1. If a project cannot be operational within the first reporting quarter of the approved award date, the subrecipient should notify DHS&EM of the implementation delay and expected starting date. At the discretion of DHS&EM, the grant award is subject to cancellation, and funds may be de-obligated and reallocated to other projects if project implementation is unjustifiably delayed.

**(V)** The City of Saint Paul Island shall comply with the requirements and restrictions of the Federal Fiscal Year (FFY) 2022 State and Local Cybersecurity Grant Program (SLCGP) Guidance, State Overview and Guidelines, State Preparedness Report, and the State Homeland Security Strategy. By signing this obligating award document, the City of Saint Paul Island certifies it has read, understood, and accepted these documents as binding.

**(W)** No funds will be reimbursed until City of Saint Paul Island fiscal and programmatic representatives attend a Grant Kick-Off Meeting to be held electronically in April 2024.

**(X)** The City of Saint Paul Island must complete a Quarterly Activities Plan by July 20, 2024. Information on this requirement will be emailed and provided at the Grant Kick-Off meeting.

**(Y)** The City of Saint Paul Island must complete the Nationwide Cybersecurity Review (NCSR) by December 31, 2024. More information on this online self-assessment will be provided at the 2022 Kick-Off Meeting and can be found in the 2023 SLCGP NOFO: [DHS&EM | State and Local Cybersecurity Grant Program \(SLCGP\) \(alaska.gov\)](#).

**(Z)** The City of Saint Paul Island must register for the Cyber Hygiene Services by December 31, 2024. More information on this service will be provided at the Kick-Off Meeting and can be found in the 2023 SLCGP NOFO: [DHS&EM | State and Local Cybersecurity Grant Program \(SLCGP\) \(alaska.gov\)](#).

### **Special Conditions**

**None**

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

  
\_\_\_\_\_  
Project Manager's Signature

  
\_\_\_\_\_  
Chief Financial Officer's Signature

  
\_\_\_\_\_  
Signatory Official's Signature



## Project Budget Details

### 2022 State and Local Cybersecurity Grant Program

#### Saint Paul Island, City of

#### Reported Revision 0

PBD #	Expense Category	Solution Area	Discipline		Budgeted Cost	PBD Amount Spent	PBD Balance
1	Plan.Org	Plans.Protocols	Cyber Security	State:	\$3,000.00	\$0.00	\$3,000.00
<input type="checkbox"/>	EHP	<input type="checkbox"/> Canceled	<input type="checkbox"/> BABAA	Federal:	\$27,000.00	\$0.00	\$27,000.00

Item: Cybersecurity Risk Assessment

Description: Conduct cybersecurity risk assessments to identify existing cybersecurity gaps, risks, and threats.

Investment: Objective 1 - Develop & establish appropriate governance structures, including by developing, implementing, or revising Cybersecurity Plans.

	Adjusted Grant Total	Total PBD Allocations	Total Expenses	Summary Balance
State:	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
Federal:	\$27,000.00	\$27,000.00	\$0.00	\$27,000.00
Grand Total:	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00