

RESOLUTION NUMBER 688

A RESOLUTION of the City of Bethel accepting a State Grant in the amount of \$7,600 for Coastal Management Planning.

WHEREAS, the City of Bethel wants to provide for coastal management planning in our municipality.

NOW THEREFORE BE IT RESOLVED THAT: the City Manager is hereby authorized to negotiate, execute, and administer any and all documents and grants required for granting funds to the City of Bethel and managing funds on behalf of this entity with the assistance of a CZM Program Coordinator (currently the Planning Manager).

The City Manager is also authorized to execute any subsequent amendments to said grant to provide for adjustments to the project within the scope of services or tasks, based upon the needs of the project.

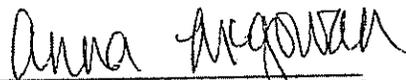
PASSED AND APPROVED BY THE CITY OF BETHEL CITY COUNCIL ON

13th Day of August, 1991.

IN WITNESS THERETO:



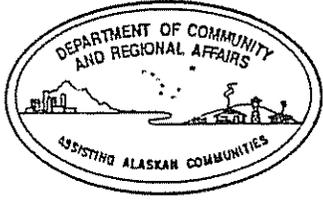
GARY VANASSE, Mayor
CITY OF BETHEL

ATTEST: 

ANNA MCGOWAN, City Clerk

HW

Grant Agreement



**State of Alaska
Department of Community and Regional Affairs
Municipal and Regional Assistance Division
Alaska Coastal Management Program**

Project Title Bethel Coastal Management Program	Grant Agreement Number
Basis of State Authority to Contract AS 44.47.050	Collocation Code
Grantee/Contact Person	Department Contact Person
Name Deborah Gilcrest	Name Dave Tremont
Title Planning Manager	Title Planner
Street/P.O. Box P.O. Box 388	Street/P.O. Box 949 E. 36th Ave., Suite 400
City/State/Zip Bethel, AK 99559	City/State/Zip Anchorage, AK 99508
Phone (907) 543-4456	Phone (907) 563-1073

AGREEMENT

The Alaska Department of Community and Regional Affairs, Municipal and Regional Assistance Division (hereinafter 'Department') and City of Bethel (hereinafter 'Grantee') agree as set forth herein.

Section I. The Department shall pay the Grantee for the performance of the project work under the terms outlined in this agreement. The amount of the payment is based upon project expenses incurred which are authorized under this agreement. In no event shall the payment exceed \$7,600.

Section II. The Grantee shall perform all of the work required by this agreement.

Section III. The work to be performed under this agreement shall begin July 1, 1991 and shall be completed no later than June 30, 1992.

Section IV. The agreement consists of this page and the following:

- ATTACHMENT A - Standard provisions
- ATTACHMENT B - Scope of Work
- ATTACHMENT C - Payment Method
- AMENDMENTS - Any fully executed amendments to this agreement

- APPENDICES:
- Appendix A - Audit Regulations
 - Appendix B - Audit Compliance Supplement

Grantee	Department
Signature	Signature
Printed Name and Title	Printed Name and Title Robert H. Knight, Jr., Director
Date	Date

ATTACHMENT A - STANDARD PROVISIONS

Page 1 of 4

Article 1. Definition of "Certifying Officer". In this grant agreement, attachments, and amendments, "Certifying Officer" means the person who signs this grant agreement on behalf of the Department and includes a successor or authorized representative.

Article 2. State Saved Harmless. The Grantee shall indemnify, hold and save the State, its officers, agents and employees harmless from liability of any nature or kind, which may arise from the grantee's performance of this grant agreement in any way whatsoever. Such liability may include, but is not limited to, costs and expenses for or on account of any and all legal actions or claims of any character whatsoever resulting from injuries or damages sustained by any person or persons or property which may arise from the grantee's performance of this grant agreement in any way whatsoever.

Article 3. Inspections and Retention of Records. The State may inspect, in the manner and at reasonable times it considers appropriate, all of the Grantee's facilities, records and activities under this grant agreement.

The Grantee shall retain financial and other records relating to the performance of this grant agreement for a period of three years from completion of the project, or until final resolution of any audit findings, claims or litigation related to the grant.

Article 4. Disputes. Any dispute concerning a question of fact arising under this grant agreement which is not disposed of by mutual agreement, shall be decided without bias by the Certifying Officer. The decision shall be in writing and mailed or otherwise furnished to the Grantee. The decision of the Certifying Officer is final and conclusive, unless, within 30 days from the date of receipt of the decision, the Grantee mails or otherwise furnishes a written appeal addressed to the Commissioner of the Department. The Commissioner shall hear the appeal. The decision of the Commissioner is final and conclusive, unless it is fraudulent or not supported by substantial evidence. In any proceeding under this Article, the Grantee has a right to offer evidence in support of its appeal. Pending final decision of a dispute, the Grantee shall proceed with the performance of the grant agreement in accordance with the Certifying Officer's decision.

Article 5. Equal Employment Opportunity (EEO). The Grantee may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Grantee shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

The Grantee shall state, in all solicitations or advertisements for employees to work on State funded projects, that it is an equal opportunity employer (EEO) and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.

ATTACHMENT A - STANDARD PROVISIONS

Page 2 of 4

The Grantee shall include the provisions of this EEO article in every contract relating to this grant agreement and shall require the inclusion of these provisions in every agreement entered into by any of its contractors, so that those provisions will be binding upon each contractor and subcontractor.

Article 6. Termination. The Certifying Officer, by written notice may terminate this grant agreement, in whole or in part, when it is in the best interest of the State. The State is liable only for payment in accordance with the provisions of this grant agreement for services rendered before the effective date of termination.

Article 7. No Assignment or Delegation. The Grantee may not assign or delegate this grant 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 Certifying Officer.

Article 8. No Additional Work or Material. No claim will be allowed for services, not specifically provided for in this grant agreement, which are performed or furnished by the Grantee.

Article 9. Independent Grantee. The Grantee and any agents and employees of the Grantee act in an independent capacity and are not officers or employees or agents of the State in the performance of this grant agreement.

Article 10. Payment of Taxes. As a condition of this grant agreement, the Grantee shall pay all Federal, State and Local taxes incurred by the Grantee and shall require their payment by any contractor or any other persons in the performance of this grant agreement.

Article 11. Workers' Compensation Insurance. The Grantee shall provide and maintain workers' compensation insurance as required by AS 23.30 for all employees engaged in work under this grant agreement. The Grantee shall require any contractor to provide and maintain workers compensation insurance for its employees as required by AS 23.30.

Article 12. Insurance. The Grantee is responsible for obtaining any necessary liability insurance.

Article 13. Current Prevailing Rates of Wage and Employment Preference. Certain grant projects are constrained by the provisions of AS 36. PUBLIC CONTRACTS. To the extent that such provisions apply to the project which is the subject of this grant agreement, the Grantee shall comply with the law.

Article 14. Budget Flexibility. Notwithstanding the provisions of Article 18, Attachment A, "Changes", the Grantee may revise the project budget in Attachment B without a formal amendment to this agreement. Such revisions are limited to a maximum of 10% of the total amount of this agreement or \$10,000, whichever is less over the entire term of this agreement. Such budget revisions shall be

ATTACHMENT A - STANDARD PROVISIONS

Page 3 of 4

limited to changes to existing budget line items, and the creation of new budget line items which are within the scope of the project. Budget revisions may not be used to increase any budget item for project administrative expenses without written approval from the Certifying Officer.

Changes to the budget beyond the limits authorized by this provision may only be made by a formal amendment to this agreement.

Article 15. Governing Law. This grant agreement is governed by the laws of the State of Alaska. The Grantee shall perform all aspects of this project in compliance with all appropriate laws and regulations. It is the responsibility of the Grantee to ensure that all permits required for the construction and operation of this project by the Federal, State and/or Local governments have been obtained.

Article 16. Officials Not to Benefit. No member of or delegate to Congress or the Legislature, or officials or employees of the State or Federal government may share any part of this grant agreement or any benefit to arise from it. This does not preclude officials or employees from sharing in the common benefits of the grant project.

Article 17. Covenant Against Contingent Fees. The Grantee warrants that no person or agency has been employed or retained to solicit or secure this grant agreement 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 grant agreement without liability or in its discretion, deduct from the grant agreement price or consideration the full amount of the commission, percentage, brokerage, or contingent fee.

Article 18. Changes. Any changes which have been agreed to by both parties will be attached and made a part of this grant agreement by use of an Amendment. Any such Amendment must be dated and must be signed by both parties before the change is considered official and approved.

Article 19. Public Purposes. The Grantee agrees that the project to which this grant agreement relates shall be dedicated to public purposes for its useful life. The benefits of the project shall be made available without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.

If the Grantee is a non-municipal entity and if monies appropriated under this grant constitute the sole or principal funding source for the acquisition of equipment or facilities, the Grantee agrees that in the event a municipal corporation is formed which possesses the power and jurisdiction to provide for such equipment or facilities, the Grantee shall offer, without compensation, to transfer ownership of such equipment or facilities to the municipal corporation.

ATTACHMENT A - STANDARD PROVISIONS

Page 4 of 4

If the Grantee is a non-profit corporation that dissolves, the assets and liabilities from the grant project are to be distributed according to statutory law, AS 10.20.290 - 10.20.452.

Article 20. Site Control. If the grant project involves occupancy and use of real property, the grantee shall acquire the legal right to occupy and use such real property for the purposes of the grant, and further that there is legal access to such property.

Article 21. Operation and Maintenance. Throughout the useful life of the project, the Grantee shall be responsible for the operation and maintenance of any facility, equipment, or other items acquired under this grant.

Article 22. Assurance. The Grantee shall spend monies appropriated under this grant only for the purposes specified in this grant agreement.

Article 23. Remission. The Grantee shall return all unexpended grant monies to the State within 90 days of the project completion.

Article 24. Reporting Requirements. The Grantee shall submit progress reports to the Department according to the schedule established in Attachment B of this grant agreement. The Department shall provide forms and instructions necessary for the preparation such reports.

Article 25. Right to Withhold Funds. The Department may withhold payments under this grant agreement for any violation of the provisions of this grant agreement.

Article 26. Sovereign Immunity. If the Grantee is an entity which possesses sovereign immunity, it is a requirement of this grant that the Grantee irrevocably waive its sovereign immunity with respect to State enforcement of this grant agreement. The waiver of sovereign immunity, effected by a resolution of the entity's governing body, is hereby incorporated into this grant agreement.

Article 27. Audit Requirements. The Grantee shall comply with the audit requirements established by 02 AAC 45.010, set forth in Appendix A of this grant agreement.

Article 28. Federal Requirements. For those grant projects involving federal funds, the grantee shall comply with all applicable federal laws, regulations and requirements, including but not limited to: USOMB Circular A-87, Cost Principals for State and Local Governments; USOMB Circular A-102, Uniform Requirements for Assistance to State and Local Governments; USOMB Circular A-110, Grants and Other Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations; USOMB Circular A-122, Cost Principals for Non-profit Organizations; USOMB Circular A-128, Audits of State and Local Governments.

BETHEL FY 92 COASTAL MANAGEMENT PROGRAM

I. BACKGROUND

The Bethel Coastal Management Program was established in 1983. During FY 91, in addition to routine implementation tasks, the city obtained new land status base maps (Phase II of aerial photography and mapping project); hired part-time staff on a seasonal basis to conduct monitoring and enforcement activities; and attended the annual Statewide district conference.

For FY 92, the city will continue routine implementation tasks; hire a seasonal monitoring and enforcement officer; and attend the Statewide district conference.

The work program below is a more detailed description of what is to be accomplished through this grant agreement.

II. WORK PROGRAM

The Grantee shall complete the following:

Task 1 - Annual Progress Report: The Grantee shall submit an annual progress report describing the district's activities and accomplishments for the period of July 1, 1990 to June 30, 1991 to the Division of Governmental Coordination and the Department by September 30, 1991. (This progress report is required under the Alaska Administrative Code, 6 AAC 85.120 (b).)

Task 2 - Quarterly Progress and Financial Reports: The Grantee shall submit quarterly progress and financial reports to the Department as required in Attachment C. The reports shall be prepared on the form or in the same format provided by the Department. The Grantee shall send a copy of the quarterly progress and financial report to the Division of Governmental Coordination.

Task 3 - Coastal District Conference: The Grantee shall send one person, preferably the coastal district coordinator, to a coastal district conference sponsored by the Division of Governmental Coordination.

Task 4 - Monitoring and Enforcement Staff: The Grantee shall hire, on a part-time and/or temporary basis, a monitoring and enforcement officer. This person will, at the direction of the Planning Manager, conduct field inspections for permit decision making and monitor compliance with permit stipulations. A summary of activities of the monitoring/enforcement officer, and the number and nature of comments made on permit applications shall be reported in the Grantee's quarterly report referenced in Task 2.

Task 5 - Consistency Reviews: The Grantee shall review and comment on local, State and federal coastal management-related permit activities, including project consistency reviews coordinated by the State under 6 AAC 50. The number and nature of comments shall be reported in the quarterly report referenced in Task 2.

For project consistency reviews, if the Grantee has no comment, the Grantee shall respond with a "no comment" written response rather than not responding. If the Grantee has comments, the comments shall be sent to the coordinating agency.

Task 6 - ACMP Coordination

The Grantee shall respond to questions and be the local coastal management contact.

Task 7 - Comments to Agencies

The Grantee shall provide comments to State and federal agencies on coastal management related concerns. The number and nature of comments shall be reported in the quarterly report referenced in Task 2.

Task 8 - Plan Implementation: In accordance with the approved local program, the Grantee shall implement the plan using local land regulations, conduct field inspections for local permit decision making and monitor compliance with local permit stipulations. Plan implementation activities shall be reported in the quarterly report referenced in Task 2.

III. STAFFING

The Planning Manager is responsible for completion of all tasks described in this grant agreement, including overseeing the monitoring/enforcement officer's work in Task 4. The Planning Manager is paid with funds from the City of Bethel.

The Monitoring and Enforcement Officer is a part-time and temporary position which reports directly to the Planning Manager. The Monitoring and Enforcement Officer is responsible for conducting field inspections for permit decision making and monitoring compliance with permit stipulations. This position is paid entirely with ACMP funds.

Subcontracts shall be reviewed and approved by the Department prior to the Grantee entering into a contract with a contractor.

IV. SCHEDULE

<u>Due Date</u>	<u>Task</u>
September 30, 1991	Annual progress report due
October 30, 1991	1st quarter progress report (for period July 1 - Sept 30)
January 30, 1992	2nd quarter progress report (for period Oct 1 - Dec 31)
April 30, 1992	3rd quarter progress report (for period Jan 1 - March 31)
August 15, 1992	final progress and financial report.

V. PRODUCTS

Products from this grant agreement will include:

1. Annual progress report (Task 1) will be submitted to DGC and the Department.
2. Four quarterly progress and financial reports (Task 2) to the Department with copies to DGC.

The quarterly progress and financial reports shall, at a minimum, identify:

- work accomplished under each of the work tasks,
- the number of State and federal permits rendered a "no comment" and the number of permits commented upon,
- substantive permit comments and discussion of any related concerns,
- coastal management related travel and meetings,
- any difficulties encountered by the Grantee in meeting the terms of the grant agreement,
- whether an amendment to the grant agreement is needed, and
- grant expenditures.

GENERAL PROVISIONS

1. All products prepared by the Grantee shall be consistent with relevant provisions of the Alaska Coastal Management Program Standards and Guidelines.
2. Prior to publication, the Department shall review and approve the camera ready copy of all publications produced as part of this agreement. The Division of Governmental Coordination shall review and approve the camera ready copy of public information materials (for example, brochures describing the ACMP), the concept approved draft and final coastal management plan. This requirement may be modified by mutual agreement between the Grantee and Department and/or Division of Governmental Coordination, as appropriate.
3. All reports, maps, and other documents completed as a part of this grant agreement, other than documents exclusively for internal use, shall carry the following notation on the front cover or a title page (or in the case of maps, in the title block):

"The preparation of this (report, map, document, etc.) was financed in part by funds from the Alaska Coastal Management Program which is funded by the State of Alaska and the Office of Ocean and Coastal Resource Management, National Oceanic and Atmospheric Administration, U. S. Department of Commerce, administered by the Department of Community and Regional Affairs, Municipal and Regional Assistance Division."
4. Twenty copies of final published products shall be sent to the State Library, P.O. Box G, Juneau, AK 99811-0500.

5. Unless otherwise agreed upon by the Department and the Grantee, all original work for products funded by this grant shall be retained by the Grantee, including original work prepared by contractors.
6. The Grantee shall forward a copy of all significant correspondence with subcontractors, State and federal agencies, and other interested parties to the Department and Division of Governmental Coordination. This requirement may be modified by mutual agreement between the Department, Division of Governmental Coordination and the Grantee.
7. The Division of Governmental Coordination reserves the right to require any district or district sub-contractor to contact any party whose involvement is deemed essential in the development of the district program.

VI. BUDGET

Income

Federal 306/State general fund	\$7,600
--------------------------------	---------

Expenditures:

Personal Services	\$6,500
Travel	\$1,100
Contractual (sub-contracts)	
Printing	\$ -0-
Consultant	\$ -0-
Contractual (office)	\$ -0-
Equipment (purchases)	\$ -0-
Commodities/Supplies	\$ -0-
Indirect/Administrative	\$ -0-
TOTAL	\$7,600

Notes Regarding Specific Budget Line Item Amounts:

Personal Services: This category includes \$6,500 for a part-time and seasonal monitoring and enforcement officer.

Travel: This category includes \$1,100 for the Planning Manager's travel to a DGC-sponsored coastal management conference.

Non-performance:

The following identifies amounts associated with work tasks. If the Grantee fails to perform the work task satisfactorily (including being late), the amount listed will be used as a guide by the Department to determine whether reimbursement shall be made and the amount.

Annual report (Task 1)	\$ 750
Quarterly progress/financial report (each) (Task 2)	\$ 500
Attendance at a coastal district conference (Task 3)	\$ 1,100
Consistency reviews (Task 5) and monitoring and enforcement activities (Task 4)	\$ 760*

* If performance is poor, this is the minimum amount which will be withheld.

Article 1. Compensation. The Department agrees to pay the Grantee a maximum of \$ 7,600 for costs incurred under the terms of this Agreement and for the satisfactory performance of services described in this Grant Agreement.

Travel and per diem/expenses will be paid in accordance with the established policy of the Grantee, but shall not exceed the General Government Bargaining Unit State rate. Written authority must be obtained from the Department for all out-of-State travel.

Article 2. Method of Payment. Upon full execution of this Grant Agreement, a State treasury warrant will be released contingent upon the following:

- expenditures to cover previous disbursements have been shown, and
- projected expenses are demonstrated, and
- receipt and acceptance of a current progress report (as described in Attachment B), and
- request for payment by the Grantee.

Grant funds shall be released quarterly to the Grantee on a cost reimbursable basis. Upon full execution of this Grant Agreement, and receipt and approval of quarterly progress and financial reports, the Department shall issue payment to the Grantee for costs incurred during the reporting period in accordance with this Grant Agreement. In no case shall the total amount of payments exceed \$ 7,600. Under no circumstances shall the Department release funds to the Grantee unless all required reports are current.

The Grantee, if the Department concurs, may submit certified billings to the Department rather than billings as described above. A certified billing is a summary of expenditures to date by line item budget categories (Personal Services, Travel, Contractual, Equipment, Commodities, Indirect/Administrative). This information is presented on a form provided by the Department and certified by a responsible official of the Grantee, such as the chief executive officer or chief financial officer, as to the correctness of the billing and compliance with all applicable grant terms and conditions.

A progress report is also required to be submitted with a certified billing.

The Department or its representative may inspect the Grantee's records at any time to ensure adequate documentation exists and all expenditures have been made in compliance with terms of this Grant Agreement.

Documentation of expenditures as described above need not be submitted with any certified billing, but must be retained by the Grantee.

Unless formally waived by the Department, 10 percent of the total grant amount (\$ 760) shall be withheld by the Department and paid to the grantee when the services have satisfactorily been completed, as determined by the Department and a final progress and financial report has been received and accepted by the Department.

It is expressly understood and agreed that in no event will the total compensation paid by the Department, if any, exceed \$7,600. The Grantee shall submit the final progress and financial report no later than 45 days after the grant agreement ending date, as specified in Attachment B (Schedule).

Article 3. Termination of Agreement. If funding from the State or federal government is withdrawn, reduced or limited in any way after the effective date of the grant and before the completion of performance, the Department may terminate the Grant Agreement. If the Department determines that it is in the best interest of the State, it may renegotiate the terms of the grant in accordance with the new funding limitations and conditions. A termination under this article shall be implemented under the same conditions as a termination under Article 6 of Attachment A.

APPENDIX A

Section

10. Audit requirements

2 AAC 45.010. AUDIT REQUIREMENTS.

(a) As part of the financial information required under AS 37.05.030, a state agency that enters into a financial assistance agreement to provide financial assistance to an entity shall, in coordination with any other state agencies providing financial assistance to that entity, submit to the Department of Administration through the state coordinating agency an audit of the recipient entity if that entity is subject to audit under this section. The audit must be conducted and submitted as described in this section. In order to ensure compliance with this subsection, the audit requirements of this section must be contained in any financial assistance agreement entered into by a state agency.

(b) An entity that receives state financial assistance with a cumulative total of \$150,000 or more during the entity's fiscal year shall submit to the state coordinating agency, within one year after the end of the audit period, an annual audit report covering the audit period.

(c) An audit required by this section must be conducted by an independent auditor, according to the following audit standards effective at the time of review:

(1) Government Auditing Standards, 1988 revision adopted by the comptroller general of the United States; or

(2) generally accepted auditing standards, as accepted by the American Institute of Certified Public Accountants on January 1, 1990 for the type of entity being audited.

(d) An audit report required under this section must address the following:

(1) the systems of internal control, and whether the recipient entity has effective control over, and proper accounting for, revenue, expenditures, assets, and liabilities;

(2) compliance with state statutes and regulations, and applicable financial assistance agreements affecting the expenditure of state money; and

(3) the recipient entity's financial transactions, financial statements, and accounts; whether those financial statements are presented fairly in accordance with generally accepted accounting principles; and

whether the financial statements contain reliable financial data presented in accordance with applicable financial assistance agreements.

(e) As part of an audit report required under this section, a recipient must provide written comments (1) on any findings or recommendations contained in the audit report, including the recipient's plan for corrective action on the findings or recommendations; and (2) on the status of corrective action proposed or taken on findings or recommendations contained in the audit report last performed for the entity. If the recipient does not intend to take corrective action regarding the findings or recommendations contained in the audit report, the recipient must explain why corrective action will not be taken and submit the explanation with the audit report.

(f) An audit report required under this section need not evaluate the effectiveness of a program funded by state financial assistance. However, a program evaluation may be conducted or requested by the state agency that entered into the financial assistance agreement.

(g) An audit required by this section must cover either the entire operations of the recipient entity, or at the option of that entity, only the departments, agencies, or establishments of that entity which received, spent, or otherwise administered state financial assistance during the audit period. The state coordinating agency may consider a series of audits of a recipient entity's individual departments, agencies, or establishments for the same fiscal year as a single audit.

(h) A recipient entity shall provide the state coordinating agency with sufficient copies of each audit report to allow submission of a copy to each state agency providing financial assistance to the entity. The state coordinating agency shall determine if auditing standards have been met and will forward a copy of the audit to the Department of Administration and other appropriate state agencies. The state coordinating agency shall coordinate resolution of audit exceptions and further audit work in accordance with (i) of this section.

(i) Unless additional audit requirements are imposed by state or federal law, a state agency that provides financial assistance to an entity shall accept the audit required by this section in satisfaction of any other audit requirement. If additional audit work is necessary to meet the needs of a state agency, the audit work must be based on the audit required by this section and be paid for by the state agency.

(j) A third party that receives financial assistance through a recipient entity, in an amount described in this section, is subject to the applicable requirements of this section. A recipient entity that disburses \$150,000 or more in state financial assistance to a third party shall ensure that the third party complies with the requirements of this section. That recipient entity shall also ensure that appropriate corrective action is taken within six months after a third party's noncompliance with an applicable state statute or regulation, or financial assistance agreement, is disclosed.

(k) The amended version of this section, effective on June 29, 1990, applies to an audit for a fiscal year that ends on or after June 30, 1990.

(l) For purposes of this section, if an entity has not identified its fiscal year, that entity's fiscal year is July 1 through June 30.

(m) Financial assistance in the following form is not included when calculating whether a recipient entity meets the threshold monetary requirement under (b) of this section: (1) state revenue sharing and municipal assistance money provided under AS 29.60.010 - 29.60.375; (2) amusement and gaming tax money provided under AS 43.35.050; (3) aviation fuel tax money provided under AS 43.40.010; (4) electric/telephone tax money provided under AS 10.25.570; (5) liquor license tax money provided under AS 04.11.610; (6) fisheries tax money provided under AS 43.75.130.

(n) Financial assistance in a form listed in (m) of this section is not exempt from compliance testing if the recipient entity meets the threshold monetary requirement under (b) of this section.

(o) For purposes of this section,

(1) "audit period" means the recipient entity's fiscal year in which the entity received financial assistance;

(2) "entity" does not include the University of Alaska or any other state agency;

(3) "financial assistance" means state grants, contracts, provider agreements, cooperative agreements, and all forms of state financial assistance to an entity, and includes all forms of state financial assistance provided through an entity to a third party; "financial assistance" does not include public assistance provided under AS 47; nor does "financial assistance" include goods or services

purchased for the direct administration or operation of state government; for a third party, "financial assistance" does not include goods purchased from the third party by a recipient entity for the direct administration or operation of the recipient entity;

(4) "state coordinating agency" means the Office of Management and Budget (OMB), Office of the Governor, or OMB's designee.

Authority: AS 37.05.020
AS 37.05.030
AS 37.05.190

APPENDIX B

DEPARTMENT OF COMMUNITY AND REGIONAL AFFAIRS

ALASKA COASTAL MANAGEMENT PROGRAM

I. PROGRAM OBJECTIVES

The program provides grant funds to coastal resource districts for research, planning, development, and implementation of district coastal management programs.

II. PROGRAM PROCEDURES

Grants are awarded annually on a competitive basis to coastal resource districts.

III. COMPLIANCE REQUIREMENTS AND SUGGESTED AUDIT PROCEDURES

The statutes and regulations for the Alaska Coastal Management Programs relate primarily to standards and requirements for coastal management plans and districts. There are no specific statutes or regulations governing the administration of the grant program. The compliance requirements for the grants will be contained within the individual grant agreements.

A. TYPES OF SERVICES ALLOWED AND UNALLOWED

Compliance Requirements

- ° Grants are made for research, planning, developing, and implementing coastal management programs. (AS 44.47.095)
- ° The grant agreement will specify the specific activities and types of services the grant was provided for.

Suggested Audit Procedure

- ° Review the grant agreement, test financial and related records to determine the purposes for which the funds were expended.

B. ELIGIBILITY

The auditor is not expected to verify eligibility for the receipt of the funds.

C. MATCHING, LEVEL OF EFFORT, AND/OR EARMARKING REQUIREMENTS

Compliance Requirements

- ° The grant agreement will identify any matching, level of effort, or earmarking requirements.

Suggested Audit Procedure

- Review the grant agreement identify any matching, level of effort, or earmarking requirements, and verify the requirements were met.

D. REPORTING REQUIREMENTS

Compliance Requirements

The grant agreement will specify the schedule by which periodic progress and financial reports are to be submitted.

Suggested Audit Procedures

- Review the grant agreement, identify the reporting schedule, examine copies of reports and determine completeness and timeliness of submission.
- Trace data in selected reports to underlying documentation.

E. SPECIAL TESTS AND PROVISIONS

Compliance Requirements

The grant agreement will identify any special compliance requirements the recipient is to adhere to.

Suggested Audit Procedures

- Review the grant agreement, identify any special compliance provisions, and verify the requirements were met.