

RESOLUTION #641

A RESOLUTION OF THE CITY OF BETHEL ACCEPTING A STATE GRANT IN THE AMOUNT OF \$17,000.00 FOR COASTAL MANAGEMENT PLANNING.

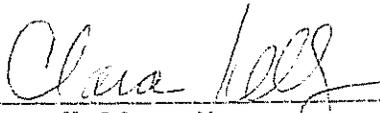
WHEREAS, the City of Bethel wants to provide for Coastal Management Planning in our community;

NOW THEREFORE BE IT RESOLVED THAT, City Manager, Mark Earnest of the City of Bethel 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.

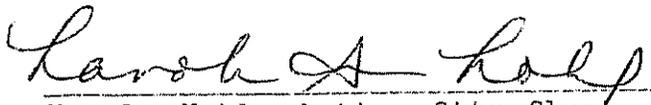
Deborah Gilcrest, the Planning Manager, is also authorized to execute any subsequent amendments to said grant to provide for adjustments to the project within the scope of services or tasks, based upon the needs of the project.

PASSED AND APPROVED THIS 26 DAY OF SEPTEMBER, 1989.

IN WITNESS THERETO:

  
\_\_\_\_\_  
Clara Kelly, Mayor

ATTEST:

  
\_\_\_\_\_  
Karole Kohl, Acting City Clerk

CRSA Letter

TO: Deborah Gilcrest  
Acting Planning Director  
City of Bethel

RE: City of Bethel Coastal Management Program (ACMP 90-10-9)

Enclosed are three copies of the FY90 grant agreement between the Department of Community and Regional Affairs and the City for the City's coastal management program. Please have all three copies signed and return all three copies to me. A fully executed agreement will be returned to you following its approval.

Also enclosed are four copies of the progress report/warrant request form referenced in Attachment C of the grant agreement. Please use the form for your district's quarterly progress/expenditure reports. If you have any questions about the form, please contact me.

The Department is no longer authorizing routine quarterly advances. Rather, the Department will reimburse districts upon receipt of the quarterly progress/expenditure report. If reimbursement (rather than advance payment) poses difficulties for your district, please contact me.

We also need a resolution from the city council accepting the grant funds. A sample is attached for your use. The resolution should be returned with the signed copies of the agreement. If this poses a problem, we will process the agreement without the resolution. However, we will need to receive the signed resolution before any funds can be released.

Finally, the above number is your district's grant agreement number. We would appreciate it if you would use the number on all correspondence sent to the Department.

If you have any questions regarding the above, please contact me.

Sincerely,



Jim Duffy  
Planner III

Enclosures: 3 Grant Agreements  
4 Progress/Expenditure Forms  
Sample Resolution

cc (w/copy of grant agreement)  
Joaquin Estes, Division of Governmental Coordination, Juneau  
MRAD Regional office (for T&TA Section staff only)

FILE: Div. of Administrative Services, Juneau -- ACMP Audit

# Grant Agreement



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

Project Title <b>Bethel Coastal Management Program</b>	Grant Agreement Number <b>ACMP 90-10-9</b>
Basis of State Authority to Contract <b>AS 44.47.050</b>	Collocation Code
<b>Grantee/Contact Person</b>	<b>Department Contact Person</b>
Name <b>Deborah Gilcrest</b>	Name <b>Jim Duffy</b>
Title <b>Acting Planning Manager</b>	Title <b>Planner</b>
Street/P.O. Box <b>P.O. Box 388</b>	Street/P.O. Box <b>D.C.R.A. Box 348</b>
City/State/Zip <b>Bethel, AK 99559</b>	City/State/Zip <b>Bethel, AK 99559</b>
Phone <b>(907) 543-4456</b>	Phone <b>(907) 543-3475</b>

## AGREEMENT

The Alaska Department of Community and Regional Affairs, Municipal and Regional Assistance Division (hereinafter 'Department') and City of Bethel Coastal Management Program (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 \$17,000.00.

**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, 1989 and shall be completed no later than June 30, 1990.

**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

<b>Grantee</b>	<b>Department</b>
Signature	Signature
Printed Name and Title <b>Mark Earnest, City Manager</b>	Printed Name and Title <b>Marty Rutherford, Director</b>
Date	Date

## ATTACHMENT A - STANDARD PROVISIONS

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.

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.

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.

## ATTACHMENT B - SCOPE OF WORK

### Background

The Bethel Coastal Management Program was established in 1983. During the FY '89, the city distributed a public information brochure, updated their land disposal ordinance, updated their planning commission ordinance, updated their Planning Commission ordinance and worked on a land-use (zoning) ordinance. For FY '90 the city will continue to implement their plan and will use Coastal Management money to update aerial photography, update their Comprehensive Plan and attend Coastal District Conferences.

### Work Program

Task A. Annual Progress Report: The Grantee shall submit an annual progress report describing the district's activities and accomplishments for the period of July 1, 1988 to June 30, 1989 to the Division of Governmental Coordination by September 30, 1989. (This progress report is required under the Alaska Administrative Code, 6 AAC 85.120 (b).)

Task B. Quarterly Progress Reports: The Grantee shall submit quarterly progress reports and documentation of expenses to the Department as required in Attachment C -- Method of Payment. A copy of the progress report shall also be sent to the Division of Governmental Coordination.

Task C. Coastal District Conference: The Grantee shall send at least one representative, preferably the coastal district coordinator, to two coastal district conferences sponsored by the Division of Governmental Coordination.

Task D. Consistency Reviews: The Grantee shall review and comment on local, State and federal coastal management related permit activities, including consistency reviews coordinated by the State under 6 AAC 50.

Task E. ACMP Coordination: The Grantee shall respond to questions and be the local coastal management contact.

Task F: PHASE 1. The city will hire a consultant to work with the Planning staff, Planning Commission and public to identify the sections of the comprehensive plan which need to be updated. The consultant will assist the Planning Staff in updating those sections of the plan which can be completed with existing funding and then work with the Planning commission to 1) schedule and 2) estimate the cost of completing the comprehensive plan update (PHASE 2).

Task G: Phase 1 of the Aerial Photo updating will require city Planning Staff to meet with surveying and Photogrametric consultants to prioritize air photo map requirements for the city. At a minimum, the city will have 25 one-quarter sections

of the developed area of the city boundaries photographed by the selected photogrammetric consultants at 1"-500' scale with 80% endlap. In addition, Phase I will require the city Planning Staff to develop cost estimates and anticipated completion schedules for the remaining phases of the project.

Task H: Planning Staff will develop a public information brochure showing new regulations developed during the previous year relating to the Coastal Management Program. The Department shall review the camera-ready copy prior to printing.

#### Program Staffing

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

The City of Bethel will employ a Planning Department Manager and Planning Technician to accomplish essential tasks required under tasks A-E.

#### Schedule

The tasks and products are to be completed in the time frames set out in the "Products" section of this scope of work.

Completion Date	Task
September 30, 1989	Submit annual progress report
September 30, 1989	Submit 1st quarter FY '90 report
December 31, 1989	Submit 2nd quarter FY '90 report
March 31, 1990	Submit 3rd quarter FY '90 report
June 30, 1990	Submit 4th quarter FY '90 report
June 30, 1990	Complete aerial photography update
June 30, 1990	Complete comprehensive plan update
June 30, 1990	Complete Public Information brochure on Coastal Management Plan regulation changes.

#### Products

1. The Grantee shall prepare and submit an annual progress report as described in Task A.
2. The Grantee shall prepare and submit quarterly progress reports as described in Task B. The progress report shall include, at a minimum, a description of activities completed to date (including

meetings and travel), activities planned for the next reporting period, a comparison of completed activities to the total work program, problems encountered during the reporting period, and proposed solutions to problems encountered to ensure compliance with the grant agreement.

3. The Grantee shall forward a copy of all significant correspondence with subcontractors, State and federal agencies, and other interesting 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.
4. All products prepared by the Grantee shall be consistent with relevant provisions of the Alaska Coastal Management Program Standards and Guidelines.
5. 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."
6. 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
7. Twenty copies of final published products shall be sent to the State Library, P.O.

Box G, Juneau, Alaska 99811-0500.

8. The Grantee will complete Phase I of its Basic Mapping Information Update by June 30, 1990.
9. The Grantee will complete Phase I of the updating of the Comprehensive Plan by June 30, 1990.
10. The Grantee will produce and distribute the public information brochure on new regulations related to the Coastal Management Program by June 30, 1990.
11. The Grantee will include a copy of a Coastal Management Plan consistency determinations with each quarterly report.

BUDGET

INCOME:

Federal/State \$ 17,000.00

Expenditures: (for indirect, ensure copy of federal approval  
is in audit file)

PERSONNEL \$ 0.00

TRAVEL \$ 1,860.00

CONTRACTUAL (SUB-CONTRACTS)

PRINTING \$ 1,140.00

CONSULTANT \$ 14,000.00

TOTAL \$ 17,000.00

BUDGET NARRATIVE:

TRAVEL

- |   |             |
|---|-------------|
| (1) Attend two Coastal District Conferences                           | \$ 1,200.00 |
| (2) Travel to Anchorage to consult with subcontracting planning firm  | \$ 330.00   |
| (3) Travel to Anchorage to consult with subcontracting planning firm. | \$ 330.00   |

CONTRACTUAL (SUB-CONTRACTS)

- |  |                    |
|--|--------------------|
| (1) Production and distribution of a low-cost public information brochure regarding new regulations. | \$ 1,140.00        |
| (2) A sub-contracting consulting firm will write and produce a Comprehensive Plan Update.            | \$ 5,000.00        |
| (3) A sub-contracting firm will update aerial photography and basic mapping.                         | <u>\$ 9,000.00</u> |
| TOTAL BUDGET   | \$ 17,000.00       |

ATTACHMENT C -- ADVANCES/CERTIFIED

Article 1. Compensation. The Department agrees to pay the Grantee a maximum of \$ 17,000.00 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. The Department will pay to the Grantee the amount or amounts set forth in Attachment C, Article 1, which shall constitute full and complete compensation for the Grantee's professional services rendered hereunder.

Upon proper execution of this Agreement, the Grantee shall provide the Department with a budget for the period between the Grant Agreement beginning date and June 30, 1990. The budget shall project costs for each category of expense referenced in the budget in Attachment B (Personal Services, Travel, Contractual, Equipment, Commodities, Indirect/Administrative). Upon review and approval of this budget by the Department, the Department shall provide the Grantee an advance payment based on the approved budget.

Subsequent payments shall be made in a similar manner; that is advance payments shall be provided based on a budget provided by the Grantee and approved by the Department, but on a quarterly (90 day) basis. Said payment, however, is subject to the Department's receipt of a progress report (as described in Attachment B) and documentation of expenses incurred for the previous payment period. In no event shall additional advance payments be made without submittal of a progress report and documentation of expenses incurred, as deemed acceptable by the Department. The documentation of incurred expenses shall include a summary tabulation of all expenditures by category of expense (Personal Services, Travel, Contractual, Commodities and Printing). Billings, invoices, time sheets, receipts, copies of checks and similar items, as appropriate, that verify expenditures incurred during the project shall be submitted, along with proof of payment by the Grantee.

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 (\$1,700<sup>00</sup>) 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 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 \$17,000<sup>00</sup>. The Grantee shall submit the final progress report no later than 30 days after the completion date of the project as specified in Section III of the Grant Agreement.

Article 3. Termination of Agreement. If funding from the State or federal sources is withdrawn, reduced, or limited in any way after the effective date of the grant agreement and before the completion of performance, the Department may terminate this agreement. If the Department determines that it is in the best interests of the State, it may renegotiate the terms of this grant agreement 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.