

NON-CODE ORDINANCE

Introduced: June 4, 2020  
Public Hearing Scheduled for: June 9, 2020  
Enacted: June 9, 2020

CITY OF DILLINGHAM, ALASKA  
**ORDINANCE NO. 2020-12**

**AN ORDINANCE OF THE DILLINGHAM CITY COUNCIL ADOPTING THE BUDGET AND APPROPRIATING FUNDS FOR THE FY 2021 CITY OF DILLINGHAM BUDGET**

WHEREAS, the City Council has approved the Operating Budget and Capital Improvement Budget for FY21 to the City Council in accordance with Title 4 of the Dillingham Municipal Code pursuant to A.S. 20.20.500(3); and

WHEREAS, duly advertised public workshops were held and the City Council reviewed the budget amendment recommendations presented; and

WHEREAS, the City Council has set the rate of levy of property tax for the City of Dillingham for FY 2021 budget at 13 mills; and

WHEREAS, the budget presented, reviewed and changed is in accordance with sound and efficient municipal management principles. The City Council should have the power to transfer appropriated monies from one General Government Fund or Special Revenue Fund to another and from one Capital Project to another by resolution and the City Manager should have the power to transfer funds from one line item object to another object code within a fund and within a Capital Improvement Project; and

WHEREAS, additional FY 2021 funds are available for appropriation by ordinance;

NOW, THEREFORE, BE IT RESOLVED by the Dillingham City Council that:

1. The FY 2021 Operating Budget and Capital Improvement Budget as recommended by the City Manager is hereby adopted for the City of Dillingham.
2. The amounts set forth in the budget by the City Council for the respective departments and/or funds shall be, and hereby are, appropriated for the fiscal year ending June 30, 2021.
3. The City Council shall have the power to transfer approved and appropriated General Fund or Special Revenue Fund monies from one to another and from one Capital Project to another by resolution.
4. The City Manager shall have the power to transfer funds from one line item object code to another within a fund and within a Capital Improvement Project.

BE IT ENACTED BY THE COUNCIL OF THE CITY OF DILLINGHAM that:

**Section 1. Classification.** This ordinance is a non-code ordinance.

**Section 2. Severability.** If any portion of this ordinance or any application thereof to any person or circumstances is held invalid, the remainder of the ordinance and the application to other persons or circumstances shall not be affected thereby.

**Section 3. Appropriation summary.** The total appropriation from the Treasury in Section 6 was a total of \$ 17,477,892 .

**Section 4. Revenues**

General Fund

Taxes

General Sales Taxes	3,200,000
Alcohol Sales Taxes	300,000
Transient Lodging Sales Taxes	95,000
Gaming Sales Tax	80,000
Tobacco Tax	340,000
Penalty & Interest – Sales Tax	15,000
Real Property Taxes	2,383,000
Personal Property Taxes	519,000
Penalty & Interest – Property Tax	55,000

Other Revenue

Telephone Gross State Tax	65,000	
Raw Fish Tax	620,000	
Shared Fisheries	28,000	
Revenue Sharing (community support)	0	
Payment in Lieu Taxes (PILT)	450,000	
CARES Act Funding	96,281	
Jail Contract Revenue	587,000	
Ambulance Fees	60,000	
Lease and Rental Income	35,000	
Administrative Overhead	219,676	
PERS on Behalf	174,058	
PERS Forfeiture Fund	95,000	
All Other Revenues	212,300	<b>9,629,315</b>

**Total General Fund Revenues**

Special Revenue & Other Funds Revenues

Water	228,744	
Waste Water	414,244	
Landfill	243,675	
Port – Dock	959,186	
Port – Harbor	166,162	
E-911	75,000	
Senior Center (Includes grants)	178,526	
Library Grants	83,302	
Debt Service	50,000	
Mary Carlson Estate	7,000	
Bond Revenue	2,986,959	<b>5,392,798</b>
<b>Total General Fund and Special</b>		<b><u>15,022,113</u></b>
<b>TOTAL REVENUES</b>		

**Section 5. Transfers**

Transfers from General Fund to Other Funds

Water	0	
Wastewater	0	
Landfill	482,609	
Senior Center	130,894	
Ambulance Replacement	60,000	
Equipment Replacement	0	
Capital Projects	71,000	
SRF Loans Payments	68,000	
Streets Bond Payment	186,500	
Firehall Bond Payment	47,000	
School Bond payment	1,061,550	<b>2,107,553</b>
<b>Total Transfers from Gen. Fund</b>		

Transfers from Dock Fund to Harbor Funds

Harbor Operations	59,226	
Ice Machine	0	
Bathhouse	13,000	<b>72,226</b>
<b>Total Transfers from Dock Fund</b>		

Transfers from Department to Department

From E-911 to Dispatch	51,000	<b>51,000</b>
<b>Total Transfers between Departments</b>		<b><u>2,230,779</u></b>
<b>TOTAL TRANSFERS</b>		<b><u><u>17,252,892</u></u></b>

## TOTAL REVENUES AND TRANSFERS

### Section 6. Appropriations.

#### General Fund Government Operations

City Council	37,700	
City Clerk	128,598	
Administration	300,759	
Finance	693,070	
Legal	60,000	
Insurance	261,057	
Non-Departmental	101,100	
Planning	248,934	
Foreclosures	6,000	
IT	189,303	
Meeting Hall	800	
PS Administration	167,580	
PS Dispatch	555,038	
PS Patrol	945,270	
PS Corrections	647,058	
PS DMV	48,152	
PS Animal Control Officer	107,201	
PS Fire Department	352,918	
PS EOC	96,281	
PW Administration	219,326	
PW Buildings & Grounds	305,780	
PW Shop	526,440	
PW Streets	482,017	
Library	115,893	
City School District	1,300,000	
Transfer Subsidy for Special Revenue	<u>2,107,553</u>	<b>10,003,828</b>

#### **Total General Fund Appropriations**

#### Special Revenue & Other Funds Appropriations

Water	256,964
Waste Water	290,557
Landfill	726,284
Port-Dock	756,494
Port-Harbor	220,388
Port Harbor – Ice Machine	1,500
Port Harbor – Bathhouse	14,000
E-911	57,000
Senior Center	309,420
Library Grants	83,302
Mary Carlson Estate	2,146
Ambulance Replacement Fund	285,000
Bond Projects	2,986,959

Debt Service	1,413,050		
Equipment Replacement/Reserve	-0-		
Capital Project (Planning) Fund	71,000	<u>7,474,064</u>	
<b>Total Special Rev &amp; Other Appropriations</b>			<u><u>17,477,892</u></u>
<b>TOTAL APPROPRIATIONS</b>			

		<u>17,252,892</u>
<b>Total Revenues and Transfers</b>		<u>17,477,892</u>
<b>Total Appropriations</b>		<u><u>(225,000)</u></u>
<b>Net Increases (Decreases) to Fund Balance</b>		

**Section 7. Fund Balance Explanation**

Ambulance Reserve Fund balance will be drawn down by \$225,000 for purchase of major equipment.

**Section 8. Effective Date.** This Ordinance is effective upon passage

PASSED and ADOPTED by a duly constituted quorum of the Dillingham City Council on June 9, 2020.

SEAL

\_\_\_\_\_  
Alice Ruby, Mayor

ATTEST:

\_\_\_\_\_  
Lori Goodell, City Clerk

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NON-CODE ORDINANCE

Introduced: June 4, 2020  
Public Hearing Scheduled for: June 9, 2020  
Enacted: June 9, 2020

CITY OF DILLINGHAM, ALASKA  
**ORDINANCE NO. 2020-13**

**AN ORDINANCE OF THE DILLINGHAM CITY COUNCIL AMENDING THE BUDGET BY ADOPTING THE BUDGET AMENDMENT NO. 2 AND APPROPRIATING FUNDS FOR THE FY 2020 CITY OF DILLINGHAM BUDGET**

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WHEREAS, the City Council has approved the Operating Budget and Capital Improvement Budget for FY20 to the City Council in accordance with Title 4 of the Dillingham Municipal Code pursuant to A.S. 20.20.500(3); and

WHEREAS, duly advertised public workshops were held and the City Council reviewed the budget amendment recommendations presented; and

WHEREAS, the City Council has set the rate of levy of property tax for the City of Dillingham for FY 2020 budget at 13 mills; and

WHEREAS, the budget presented, reviewed and changed is in accordance with sound and efficient municipal management principles. The City Council should have the power to transfer appropriated monies from one General Government Fund or Special Revenue Fund to another and from one Capital Project to another by resolution and the City Manager should have the power to transfer funds from one line item object to another object code within a fund and within a Capital Improvement Project; and

WHEREAS, additional FY 2020 funds are available for appropriation by ordinance;

NOW, THEREFORE, BE IT RESOLVED by the Dillingham City Council that:

1. The FY 2020 Operating Budget and Capital Improvement Budget as recommended by the City Manager is hereby adopted for the City of Dillingham.
2. The amounts set forth in the budget by the City Council for the respective departments and/or funds shall be, and hereby are, appropriated for the fiscal year ending June 30, 2020.
3. The City Council shall have the power to transfer approved and appropriated General Fund or Special Revenue Fund monies from one to another and from one Capital Project to another by resolution.
4. The City Manager shall have the power to transfer funds from one line item object code to another within a fund and within a Capital Improvement Project.

BE IT ENACTED BY THE COUNCIL OF THE CITY OF DILLINGHAM that:

**Section 1. Classification.** This ordinance is a non-code ordinance.

**Section 2. Severability.** If any portion of this ordinance or any application thereof to any person or circumstances is held invalid, the remainder of the ordinance and the application to other persons or circumstances shall not be affected thereby.

**Section 3. Appropriation summary.** The total appropriation from the Treasury in Section 6 was a total of \$ 13,037,834 .

**Section 4. Revenues**

General Fund		NET BUDGET REVISION
Taxes		
General Sales Taxes	2,800,000	
Alcohol Sales Taxes	300,000	
Transient Lodging Sales Taxes	75,000	-20000
Gaming Sales Tax	60,000	-15000
Tobacco Tax	280,000	
Penalty & Interest – Sales Tax	10,000	
Real Property Taxes	2,100,000	
Personal Property Taxes	520,000	
Penalty & Interest – Property Tax	50,000	
Other Revenue		
Telephone Gross State Tax	65,000	
Raw Fish Tax	772,264	422,264
Shared Fisheries	28,000	
Revenue Sharing (community support)	108,732	
Payment in Lieu Taxes (PILT)	466,164	
Jail Contract Revenue	567,000	
Ambulance Fees	60,000	
Lease and Rental Income	43,000	
Administrative Overhead	215,177	19,266
PERS on Behalf	125,267	
PERS Forfeiture Fund	88,000	
All Other Revenues	160,100	
<b>Total General Fund Revenues</b>	<u>8,893,704</u>	

Special Revenue & Other Funds Revenues

Water	232,563		1,715
Waste Water	426,552		
Landfill	255,377		(15,000)
Port – Dock	774,700		3,080
Port – Harbor	154,760		2,800
E-911	78,000		
Senior Center (Includes grants)	168,654		
Library Grants	85,599		1,000
Debt Service	416,100		45,000
Mary Carlson Estate	7,000		4,000
Bond Revenue	157,200	<b>2,756,505</b>	157,200
<b>Total General Fund Revenues</b>		<b><u>11,650,209</u></b>	
<b>TOTAL REVENUES</b>			

**Section 5. Transfers**

Transfers from General Fund to Other Funds

Water	0		
Wastewater	0		
Landfill	438,239		42,888
Senior Center	145,712		
Ambulance Replacement	60,000		
Equipment Replacement	0		
Capital Projects	134,000		-157,200
Streets Bond Payment	190,594		-48,000
Firehall Bond Payment	42,673		
School Bond payment	689,450	<b>1,700,668</b>	
<b>Total Transfers from Gen. Fund</b>			

Transfers from Dock Fund to Harbor Funds

Harbor Operations	53,498		
Ice Machine	1,000		-1,800
Bathhouse	12,900	<b>67,398</b>	-400
<b>Total Transfers from Dock Fund</b>			

Transfers from Department to Department

From E-911 to Dispatch	51,000		
From Carlson Estate to Library	0	<b>51,000</b>	(4,000)
<b>Total Transfers between Departments</b>		<b><u>1,819,066</u></b>	

**TOTAL TRANSFERS**

**TOTAL REVENUES AND TRANSFERS**

**13,469,275**

**Section 6. Appropriations.**

General Fund Government Operations

City Council	38,324	(7,000)
City Clerk	122,834	
Administration	269,192	
Finance	660,988	
Legal	70,000	
Insurance	209,845	44,845
Non-Departmental	105,600	10,000
Planning	138,149	(10,000)
Foreclosures	10,000	
IT	213,890	27,000
Meeting Hall	2,900	
PS Administration	158,720	
PS Dispatch	551,156	
PS Patrol	855,892	(10,000)
PS Corrections	644,600	(30,000)
PS DMV	47,595	
PS Animal Control Officer	109,657	
PS Fire Department	279,090	
PW Administration	220,134	
PW Buildings & Grounds	299,354	(30,000)
PW Shop	350,936	
PW Streets	368,529	
Library	117,685	
City School District	1,300,000	
Transfer Subsidy for Special Revenue	<u>1,518,299</u>	<b>8,663,369</b>
<b>Total General Fund Appropriations</b>		

Special Revenue & Other Funds Appropriations

Water	218,537	1,715
Waste Water	370,185	
Landfill	693,616	31,469
Port-Dock	674,247	7,993
Port-Harbor	203,258	
Port Harbor – Ice Machine	4,000	
Port Harbor – Bathhouse	13,300	
E-911	57,600	
Senior Center	324,566	
Library Grants	85,599	1,000
Mary Carlson Estate	5,540	
Ambulance Replacement Fund	60,000	
Bond Projects	157,200	157,200
Debt Service	1,372,817	31,000

Equipment Replacement/Reserve	-0-		
Capital Project (Planning) Fund	134,000	<b>4,374,465</b>	-157,200
<b>Total Special Rev &amp; Other Appropriations</b>			
<b>TOTAL APPROPRIATIONS</b>			<b><u>13,037,834</u></b>

<b>Total Revenues and Transfers</b>	
<b>Total Appropriations</b>	<b>13,469,275</b>
<b>Net Increases (Decreases) to Fund Balance</b>	<b><u>13,037,834</u></b>
<b>Section 7.</b>	<b><u>431,441</u></b>

**Effective Date.** This Ordinance is effective upon passage.

PASSED and ADOPTED by a duly constituted quorum of the Dillingham City Council on June 9, 2020.

SEAL

\_\_\_\_\_  
Alice Ruby, Mayor

ATTEST:

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Lori Goodell, City Clerk

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CITY OF DILLINGHAM, ALASKA

**EMERGENCY ORDINANCE NO. 2020-14**

**AN EMERGENCY ORDINANCE OF THE DILLINGHAM CITY COUNCIL MANDATING QUARANTINE, PROTECTIVE MEASURES, TESTING, ISOLATION, AND RESTRICTING THE USE OF CITY FACILITIES AND PROPERTY FOR HEALTH AND SAFETY OF ALL USERS AND TO FACILITATE OPENING UP OF THE LOCAL ECONOMY**

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BE IT ENACTED BY THE DILLINGHAM CITY COUNCIL:

**Section 1. Legislative findings.**

The legislative findings contained in Emergency Ordinance 2020-07 Section 1 numbered 1-46 are adopted by reference as if fully set forth herein. In addition Council makes the following legislative findings:

47. As of May 20, 2020, Dillingham had 1 reported case of COVID-19.

48. As of May 20, 2020, there had been 399 reported cases of COVID-19 in the State of Alaska, with 356 recovered cases.

49. As of May 20, 2020, the number of confirmed cases of COVID-19 infections in California, Oregon, and Washington was:

California	80,430
Oregon	3,687
Washington	18,611

50. It is the goal of the City to promote sustainable opening of the economy.

51. Unrestricted use of City property and facilities is likely to result in unhygienic practices and, in turn, COVID-19 outbreaks, which would require complete closure of the facilities and result in significant economic loss.

51. To ensure that city property and facilities remain available for public use and to ensure that economic activity is sustainable, restrictions on the use of city property and facilities are desirable.

52. To further federal, state, and city goals of “opening the economy” and ensuring that it can remain open, the city council has determined that short-term use restrictions are necessary.

**Section 2. Finding of Emergency.** The City Council hereby finds the facts set forth in Section 1 constitute an emergency.

**Section 3. Authority.** This ordinance is enacted pursuant to the general police powers of the City of Dillingham, and the City's authority to regulate use of public facilities such as streets and highways and the Dillingham Small Boat Harbor.

**Section 4. Classification.** This is an emergency non-code ordinance.

**Section 5. Mandatory Quarantine.** This ordinance imposes a fourteen day self-quarantine on individuals arriving in Dillingham from places outside the Dillingham Census Area. Persons mandated to quarantine upon arrival in Dillingham will proceed directly to their quarantine site.

A. The following will be considered to have already completed a mandatory quarantine:

1. Persons that have completed a quarantine immediately prior to arrival in Dillingham and received a negative COVID-19 test within 72 hours of arrival in Dillingham. (Time spent in quarantine on a vessel or at an employer designated and supervised quarantine site immediately prior to arrival in Dillingham after initially entering Alaska shall be credited towards completion of the required quarantine.)
2. Persons that have chosen to, and obtained two negative COVID-19 tests administered no less than ten days apart. One COVID-19 test must be done in Dillingham no less than 72 hours after arrival.
3. Persons identified by the State of Alaska in the Essential Services and Critical Workforce Infrastructure Order dated April 10, 2020 whose travel to Dillingham originated from elsewhere in Alaska. State of Alaska Mandate 18 and Mandate 17 will be observed.

B. Quarantine Location: any location identified to the City in writing by the person quarantining or their employer that is safe, offers sanitary facilities, and can provide necessary space for quarantine purposes.

C. Social Distancing will be maintained within quarantine locations to the maximum extent possible, including but not limited to the use of face masks, as recommended by the CDC.

D. Any person required to quarantine shall not leave their quarantine location during their quarantine period for any reason other than to:

1. Receive non-elective medical care.
2. Go to their worksite if their work is identified on the State of Alaska Essential Service and Critical Workforce Infrastructure Order dated April 10, 2020.
3. Use designated portable toilets and shower facilities.
4. Be tested for COVID-19.
5. Leave Dillingham.

E. Entry to Quarantine Location is limited to the following:

1. Persons in quarantine.
2. Persons providing required goods or services for critical personal needs, and critical infrastructure needs.
3. Persons providing medical care to a person in that location.
4. All persons residing at the quarantine site if the quarantine location is their usual place of residence while in Dillingham. Those persons shall be subject to the same quarantine requirements with the quarantine period beginning from the date of arrival of the person quarantining at that residence.

F. Quarantine requirements established by this ordinance shall survive any subsequent changes to or suspensions of Health Mandates 10, 17 or 18.

G. Court Hearing. Any person required to quarantine by this ordinance may request a court hearing to challenge the limitations imposed by this order within forty-eight hours after their arrival in Dillingham or being first subject to the quarantine provisions of this ordinance using procedures set forth in AS 18.15.385(f), (g) and (h) incorporated herein by reference.

**Section 6. Protective Measures.** Protection identified by the CDC, and AK DHSS as instrumental in slowing / stopping the spread of COVID-19 to be implemented:

A. Cloth Face Coverings. All customers, employees and visitors of businesses and organizations that are open must wear face masks covering their nose and mouth to provide additional protection from spread of COVID-19 when entering and when inside those premises. Face masks shall also be worn in public settings where other social distancing measures are difficult to maintain.

1. Face coverings should not be placed on children under age 2, anyone who has trouble breathing, is unconscious, incapacitated, or is otherwise unable to remove the mask without assistance.
2. A business owner or operator of a building open to the public may refuse admission or service to any individual who fails to wear face coverings as required by this ordinance.
3. A cloth face covering may be factory-made, sewn by hand, or can be improvised from household items such as scarfs, T-shirts, sweatshirts or towels.

B. Social Distancing as recommended by the CDC and Alaska DHSS shall be observed when in public or in a work area to the maximum extent possible.

1. The City of Dillingham may issue additional rules and regulations governing use of city facilities to implement social distancing. All persons utilizing the City of Dillingham Harbor dock shall comply with all dock, Harbor, and commercial fishing vendor rules.
2. The owners or operators of all commercial fishing vessels in Dillingham shall comply with applicable social distancing requirements set forth in State Health Mandate 17, Appendix 1 issued April 23, 2020 which are incorporated herein by reference as if fully set forth. This requirement shall survive the subsequent repeal or modification of Mandate 17 or Appendix 1 and Appendix 3.

C. Cleanliness Standards.

1. All businesses in Dillingham shall comply with applicable hygiene, cleaning and disinfecting requirements and protocols set forth in State Health Mandate 16 Attachments D, E, F, G and H, which are incorporated herein by reference as if fully set forth. This requirement shall survive the subsequent repeal or modification of Mandate 16 or any of Attachments D, E, F, G and H.
2. The owners or operators of all commercial fishing vessels in Dillingham shall comply with applicable hygiene, cleaning and disinfecting requirements and protocols set forth in State Health Mandate 17 Appendix 1 and Appendix 3 issued April 23, 2020 which are incorporated herein by reference as if fully set forth. This requirement shall survive the subsequent repeal or modification of Mandate 17 or Appendix 1.

**Section 7. Testing.** If quarantine is being completed while in Dillingham, a COVID-19 test must be taken in Dillingham on the thirteenth day of quarantine. Persons shall continue in quarantine for an additional day after this test is administered unless the test is positive in which case the person shall immediately self-isolate and comply with the isolation requirements of Section 8.

A. Seafood Processors who have an approved plan filed with the State of Alaska may fulfill testing requirements as outlined in Health Mandate 10, Appendix 01.

B. Persons required to quarantine who are leaving Dillingham prior to completion of a 14 day quarantine shall complete a COVID-19 test in Dillingham, and receive a negative result prior to departure.

**Section 8. Mandatory Isolation.**

A. Any person who tests positive for COVID-19 shall immediately self-isolate and monitor for signs of sickness. Persons shall isolate at one the following:

1. in a home with a specific 'sick room', or
2. in a designated isolation site managed by their employer, or
3. at a designated isolation site managed and supervised by the City of Dillingham or an authorized representative of the City of Dillingham if available.
4. a separate bathroom facility shall be used for isolation when possible. If not available strict cleanliness procedures must be maintained.
5. if a location outside the boundaries of the City is used for isolation, the person must obtain a negative COVID-19 test within 72 hours of arrival in Dillingham.

B. Adherence to CDC procedures; period of isolation shall be a minimum of; 1) seventy-two hours after the person has had resolution of a fever, without use of fever-reducing medications, and has improvement in respiratory symptoms (cough, shortness of breath); and 2) ten days after the date of the person's first positive COVID-19 diagnostic test without developing symptoms of COVID-19.

**Section 9. Restricted Use of City Facilities for Health and Safety of All Users.**

A. No person may use any city facilities, including, but not limited to, all city port facilities governed by DMC 2.42, unless the person:

1. Does not present with any symptoms of COVID-19; and
2. Has completed any required quarantine and/or testing mandated by City of Dillingham Emergency Ordinances, or
3. Is using city facilities to leave Dillingham to complete their required quarantine outside the City.

B. It is unlawful for a person to aid, abet, incite, compel, or coerce the doing of an act forbidden under subsection A. of this section or to attempt to do so; such act shall be deemed a violation of subsection A.

C. An organization shall be deemed to have violated this section if the violation was committed by or with the knowledge of any person with a fiduciary relationship to the organization, or other members of the organization, or where such relationship would exist if there were other members of the organization and specifically includes any officer, director of a corporation, member or manager of an LLC, partner in a partnership, and any person holding 10% or more of the equity or control of the organization.

## Section 10. Penalties and Remedies.

A. Violations of Section 5, 6, 7, and 8 of this Emergency Ordinance shall be a minor offense. In accordance with AS 29.25.070(a), citations for violation of this ordinance may be disposed of as provided in AS 12.25.195 through 12.25.230, without a court appearance, upon payment of a one-hundred dollar (\$100) fine for a first offense, a five-hundred dollar (\$500) fine for a second offense, and a one-thousand dollar (\$1,000) fine for all subsequent offenses plus the state surcharge required by AS 12.55.039 and 29.25.074. Fines must be paid to the court. The Alaska Court System's Rule of Minor Offense Procedures applies. This fine may not be judicially reduced. Each day of violation shall be considered a separate offense.

B. Violation of Section 9 of this Ordinance constitutes criminal trespass upon city property, in violation of Dillingham Municipal Code section 9.50.010 and may be charged as such provided:

- a. that notice against trespass under this section is personally communicated to a person so charged by a city official, including any city police officer; or
- b. that notice that violation of A. of this section constitutes criminal trespass upon city property is given by posting in a reasonably conspicuous manner under the circumstances; or
- c. for vessel owners or captains, that notice that violation of A. of this section constitutes criminal trespass upon city property is given through any method of communication or transmission customarily use by mariners and of which mariners have a duty to remain informed, such as published notices to mariners.

1. In addition to any remedy or penalty, violation of this section, provided that notice described in Section 10.subsection B. has been given, shall be chargeable as a criminal violation of municipal code and punishable upon conviction by:

- a. up to 10 days in jail and a \$1,000 fine, if the offender is a natural person, or
- b. up to a \$10,000 fine and forfeiture of any instrument or property used in the commission of the offense if the offender is an organization.

2. In addition to any remedy or penalty, except those set forth in Section 10. Subsection B., which shall not be cumulative, violation of this section, provided that notice described in subsection B.1 has been given, may be remedied following an administrative hearing by:

- a. A civil fine of not more than \$1,000, if the violator is a natural person, or \$10,000 if the violator is an organization;
- b. Forfeiture of any instrument or property used in the commission of the offense; and
- c. If the violator is an organization, forfeiture of any profits or benefits the violator obtained in connection with or proximately related to the violation, including, but not limited to, any fish caught or obtained in connection with or proximately related to the violation.

3. A natural person found to have violated this section shall be placed on the denied services list established by DMC 4.40.010 and shall remain on such list for 365 days for violation of this section.

4. An organization found to have violated this section, and any vessel belonging to the organization at the time of the violation, shall be placed on the denied services list established by DMC 4.40.010 and shall remain on such list for five years for violation of this section.

**Section 11. Code Provisions Superseded.** This Emergency Ordinance supersedes Emergency Ordinance 2020-08, 2020-09, and 2020-10(A) and any inconsistent ordinances, rules, or regulations of the City of Dillingham including the mandatory quarantine requirements of Section 15 of Emergency Ordinance No. 2020-07.

**Section 12. Effective Date.** This ordinance shall go into effect at 11:59 p.m. on June 4, 2020 and remain in effect through August 3, 2020, unless adjusted by action of the City Council.

PASSED and ADOPTED by a duly constituted quorum of the Dillingham City Council on June 4, 2020.

\_\_\_\_\_  
Alice Ruby, Mayor

ATTEST:

[SEAL]

\_\_\_\_\_  
Lori Goodell, City Clerk

CITY OF DILLINGHAM, ALASKA

**RESOLUTION NO. 2020-15**

**A RESOLUTION OF THE DILLINGHAM CITY COUNCIL ACCEPTING CORONAVIRUS RELIEF FUNDS IN THE AMOUNT OF \$3,404,480.51 FOR COSTS THAT ARE NECESSARY EXPENDITURES INCURRED DUE TO THE PUBLIC HEALTH EMERGENCY WITH RESPECT TO THE CORONAVIRUS DISEASE 2019 (COVID-19), FROM THE ALASKA DEPARTMENT OF COMMERCE. COMMUNITY AND ECONOMIC DEVELOPMENT**

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WHEREAS, the City of Dillingham wishes to provide the above described funds for the community of Dillingham.

NOW, THEREFORE, BE IT RESOLVED that the Dillingham City Council approves the COVID-19 Community Grant Agreement.

PASSED and ADOPTED by a duly constituted quorum of the Dillingham City Council on June 4, 2020.

\_\_\_\_\_  
Alice Ruby, Mayor

ATTEST:

[SEAL]

\_\_\_\_\_  
Lori Goodell, City Clerk

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**DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC  
DEVELOPMENT  
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS**

**CORONAVIRUS RELIEF FUND  
Grant Agreement**

Grant Agreement Number		Vendor Number		Amount of Federal Funds	
GAE	Appropriation Unit	Lapse Date	Project Title <b>Section 601(a) of the Social Security Act as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act; P.L. 116-136)</b>		
<b>Grantee</b>			<b>Department Contact Person</b>		
Name <b>City of Dillingham</b>			Name <b>Lynn Kenealy</b>		
Street/PO Box P.O. Box 889			Title <b>Local Government Specialist</b>		
City/State/Zip Dillingham, AK 99576			Street/PO Box <b>550 West 7<sup>th</sup> Ave, Suite 164</b>		
Contact Person Tod Larson, City Manager			City/State/Zip <b>Anchorage, AK 99501</b>		
Phone <b>(907) 842-4158</b>		Fax <b>(907) 842-2060</b>		Phone <b>907-269-8122</b>	
				Fax <b>907-269-</b>	
Email <b>Manager@dillinghamak.us</b>			Email <b>ResourceDesk@alaska.gov</b>		

AGREEMENT The Alaska Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs (hereinafter 'Department') and **City of Dillingham** (hereinafter 'Grantee') agree as set forth herein.

**Section I.** The Department shall pay the Grantee the identified amounts under the terms outlined in this Agreement. The amount of the payment is based upon expenses incurred, which are authorized under this Agreement. In no event shall the payment exceed **\$3,404,480.51**.

**Section II.** The Grantee shall only use the funds provided under this Agreement to reimburse itself, or to pay necessary expenses incurred, as a result of the public health emergency stemming from the Coronavirus Disease 2019 (COVID-19).

**Section III.** The Grantee may only use the funds provided under this Agreement for expenses that were not accounted for in its most recently approved budget as of March 27, 2020; and that were incurred during the period of March 1, 2020 and December 30, 2020. Unexpended funds must be returned to the State on or before March 30, 2021.

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

- ATTACHMENTS
- Attachment A: Scope of Work
  - Attachment B: Payment Method
  - Attachment C: Standard Provisions

- AMENDMENTS
- Any fully executed amendments to this Agreement

- APPENDIX
- Appendix A: State Laws and Regulation

Grantee		State of Alaska Approvals	
Signature		DCEED Signature	
Printed Name and Title	Tod Larson, City Manager	Printed Name and Title	
Date	5/24/2020	Date	
		OMB Signature	
		Printed Name and Title	
		Date	

Reviewed by: \_\_\_\_\_

## Attachment A Scope of Work

### 1. Authorized Use of Grant Funds

The purpose of the grant funds is to provide Grantee with funding available under Section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

Expenditures must be used for actions taken to respond to the public health emergency declared by the Governor on March 11, 2020. Such actions may include expenditures incurred to allow Grantee to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Grant payments may be used only to cover costs that were not accounted for in the Grantee’s budget most recently approved as of March 27, 2020. A cost meets this requirement if either: (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the Grantee, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by the Grantee in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account. A cost is “incurred” when the Grantee has expended funds to cover the cost.

Expenditures using Fund payments must be “necessary.” Funds provided to Grantee as a direct payment from the State of Alaska pursuant to this grant agreement must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds expended by a political subdivision or its grantee(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Alaska.

Any funds provided pursuant to this grant agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections.

Funds received pursuant to this grant agreement cannot be used for expenditures for which a local government entity has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

### 2. Grant Budget

<b>Payment Allotments</b>	<b>Payment Amounts</b>
Payment 1	\$1,703,296.01
Payment 2	\$850,592.25
Payment 3	\$850,592.25
<b>Total Grant Funds</b>	<b>\$3,404,480.51</b>

### **3. Grant Management**

Signatory authority for execution of the Grant Agreement and subsequent amendments is granted to the chief administrator. For grants appropriated to a municipality, the mayor is the chief administrator unless the municipality operates a managerial form of government; then the city manager/administrator acts as the chief administrator. For unincorporated communities, the highest- ranking official will act as chief administrator.

The chief administrator may delegate authority for executing the Grant Agreement and amendments to others within the Grantee's organization via the Signatory Authority Form. The chief administrator also designates financial and performance progress reporting authority via the Signatory Authority Form. Such delegation is limited to others within the Grantee's organization unless otherwise approved by the Department.

The Grantee must establish and maintain separate accounting for the use of this Grant. The use of Grant funds in any manner contrary to the terms and conditions of this Grant Agreement may result in the subsequent revocation of the Grant and any balance of funds under the Grant. It may also result in the Grantee being required to return such amounts to the State.

### **4. Reporting**

The Grantee shall submit a completed COVID-19 Expenditures by Community Report Form provided by the Office of Management and Budget each month, during the life of the Grant Agreement. COVID-19 Expenditures by Community Report Forms are due to the Office of Management and Budget thirty (30) days after the end of the month being reported. The report period is the first of the month through the last day of the month. The final COVID-19 Expenditures by Community Report must be submitted within thirty (30) days following completion of the grant.

## **Attachment B Payment Method**

### **1. Advance Payment**

Payments will be made to Grantees in advance of demonstrated need to respond to the public health emergency in three separate payments. Second and third payments will only be made when at least 80% of the prior payments have been expended. Payments by the State of Alaska to Grantee do not constitute approval of funds expended by Grantee. By making payment to Grantee, the State of Alaska makes no representations, express or implied, that Grantee has complied with the federal requirements governing Coronavirus Relief Funds.

Should earned payments during the terms of this Grant Agreement be insufficient to recover the full amount of the advance, the Grantee will repay the unrecovered amount to the Department when requested to do so by the Department, or at termination of the Grant Agreement.

### **2. Withholding of Ten Percent (10%)**

The Department may withhold ten percent (10%) of the amount in Section I until the Department determines that the Grantee has satisfactorily completed the terms of this Grant Agreement, including all required reporting of the project.

## **Attachment C Standard Provisions**

### **Article 1. Definition**

“Department” refers to the Department of Commerce, Community, and Economic Development with the State of Alaska.

### **Article 2. Indemnification**

It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of the Grant Agreement.

The Grantee, its successors and assigns, will protect, save, and hold harmless the Department and the State of Alaska and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the Grantee, its subcontractors, assigns, agents, contractors, licenses, invitees, employees, or any person whomever arising out of or in connection with any acts or activities authorized by this Grant Agreement. The Grantee further agrees to defend the Department and the State of Alaska and their authorized agents and employees in any litigation, including payment of any costs or attorney’s fees for any claims or actions commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the Department of the State of Alaska or their authorized agents or employees, provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the Department and the State of Alaska and their agents or employees, and (b) the Grantee, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee, or Grantee’s agents or employees.

### **Article 3. Legal Authority**

The Grantee certifies that it possesses legal authority to accept grant funds under the State of Alaska and to execute this Grant Agreement by signing the Grant Agreement document. The Grantee’s relation to the Department and the State of Alaska shall be at all times as an independent Grantee.

### **Article 4. Waivers**

No conditions or provisions of this Grant Agreement can be waived unless approved by the Department in writing. The Department’s failure to insist upon strict performance of any provision of the Grant Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any right under this Grant Agreement.

### **Article 5. Access to Records**

The Department and duly authorized officials of the State of Alaska shall have full access and the right to examine, excerpt, or transcribe any pertinent documents, papers, records, and books of the Grantee, and of persons or organizations with which the Grantee may contract, involving transactions related to the project and this Grant Agreement.

### **Article 6. Reports**

The Grantee, at such times and in such forms as the Department may require, shall furnish the Department with such periodic reports as it may request pertaining to the activities undertaken pursuant to this Grant Agreement, including the final close-out report, the costs and obligations incurred in connection therewith, and any other matters covered by this Grant Agreement.

**Article 7. Retention of Records**

The Grantee shall retain financial and other records relating to the performance of this Grant Agreement for a period of six years from the date when the final financial status report is submitted to the Department, or until final resolution of any audit findings, claims, or litigation related to the grant.

**Article 8. Assignability**

The Grantee shall not assign any interest in this Grant Agreement and shall not transfer any interest in the same (whether by assignment or novation).

**Article 9. Financial Management and Accounting**

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

**Article 10. Program Income**

Program income earned during the award period shall be retained by the Grantee and added to the funds committed to the award and used for the purpose and under the conditions applicable to the use of award funds.

**Article 11. Amendments and Modifications**

The Grantee or the Department may request an amendment or modification of this Grant Agreement. However, such amendment or modification shall not take effect until approved, in writing, by the Department and the Grantee.

**Article 12. Recordkeeping**

The Grantee agrees to keep such records as the Department may require. Such records will include information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. They will also include information pertaining to grant performance and efforts to comply with the provisions of the Grant Agreement.

**Article 13. Obligations Regarding Third-Party Relationships**

No permission for subcontracting shall create, between the Department or the State of Alaska and the subcontractor, any contract or any relationship.

Any subcontractor that is not the Grantee shall be required by the Grantee to comply with all the provisions of this Grant Agreement.

The Grantee shall bind all subcontractors to each and every applicable Grant Agreement provision. Each subcontract for work to be performed with funds granted under this Grant Agreement shall specifically include a provision that the Department and the State of Alaska are not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the subcontracts.

#### **Article 14. Conflict of Interest**

No officer or employee of the Department; no member, officer, or employee of the Grantee or its designees or agents; no member of the governing body of the jurisdiction in which the Grant is undertaken or located; and no other official of such locality or localities who exercises any functions or responsibilities with respect to the Grant during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Grant Agreement.

The Grantee shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this provision.

#### **Article 15. Political Activity**

No portion of the funds provided hereinunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

#### **Article 16. Notices**

The Grantee shall comply with all public notices or notices to individuals required by applicable state and federal laws and shall maintain a record of this compliance.

#### **Article 17. Prohibition Against Payment of Bonus or Commission**

The assistance provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval or concurrence under this contract provided, however, that reasonable fees of bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

#### **Article 18. Termination by Mutual Agreement**

This Grant Agreement may be terminated, in whole or in part, prior to the completion of the Grant period when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The Department will determine whether an environmental review of the cancellation is required under State and/or Federal law. The parties must agree on the termination conditions, including effective date and the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Department shall make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination.

#### **Article 19. Termination for Cause**

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

- A. Suspension – After notice in writing by certified mail to the Grantee, suspend the grant and withhold any further payment or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate. Response must be received within fifteen (15) days of receipt of the written notice.
- B. Termination – Terminate the grant in whole or in part, at any time before the final grant payment is made. The Department shall promptly notify the Grantee in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Payments made to the Grantee or recoveries by the Department shall be in accordance with the legal rights and liabilities of the parties.

## **Article 20. Withdrawal of Funds**

In the event funding from the state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, the Department may terminate the agreement, reduce funding, or re-negotiate subject to those new funding limitations and conditions. A termination under this article shall be implemented under the same conditions as a termination under Article 19 of this Attachment.

## **Article 21. Recovery of Funds**

In the event of a default or violation of the terms of the Grant Agreement by the Grantee, the Department may institute actions to recover all or part of the Grant funds paid to the Grantee. Repayment by the Grantee of grant funds under this recovery provision shall occur within thirty (30) days of demand.

All remedies conferred on the Department by this agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the Department's option.

## **Article 22. Disputes**

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement that is not disposed of by mutual agreement shall be decided by the Department, which shall reduce its decision to writing and mail, or otherwise furnish a copy thereof, to the Grantee. The decision of the Department shall be final and conclusive.

This "Disputes" clause does not preclude the consideration of questions of law in connection with the decision provided for in the preceding paragraph provided that nothing in the Grant Agreement shall be construed as making final the decisions of any administrative official, representative, or board on a question of law.

## **Article 23. Jurisdiction**

This Grant Agreement shall be governed by the laws and statutes of the State of Alaska. The venue of any suit hereunder may be in the Superior Court for the First Judicial District, Juneau, Alaska.

## **Article 24. Ownership of Project/Capital Facilities**

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Grant Agreement and, by this grant of funds, does not and will not acquire any ownership interest or title to such property of the Grantee. The Grantee shall assume all liabilities arising from the operation of the Grant and agrees to hold the Department and the State of Alaska harmless from any and all causes of action arising from the operation of the Grant.

## **Article 25. Site Control**

If the grant project involves the occupancy and use of real property, the Grantee assures that it has 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 26. Insurance**

The Grantee is responsible for obtaining any necessary liability insurance and maintain in force at all times during the performance of this Grant Agreement the insurance policies identified below. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under Alaska Statute AS 21. The Grantee shall require any contractor hired with Grant funds be licensed, bonded and insured for at least the amount of the project and if appropriate provide and maintain Professional Liability Insurance.

- A. Workers’ Compensation Insurance for all employees engaged in work under this Grant Agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements.
- B. Commercial General Liability Insurance covering all business premises and operations used by the Grantee in the performance of this project and Grant Agreement with coverage limits not less than \$300,000 combined single limit per occurrence and annual aggregates where applicable.
- C. Comprehensive Automobile Liability Insurance covering all vehicles used by the Grantee in the performance of this Grant Agreement with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000.00 property damage.
- D. Professional Liability Insurance covering all errors, omissions or negligent acts of the contractor, subcontractor or anyone directly or indirectly employed by them, made in the performance of this Grant Agreement which result in financial loss to the State. Limits required are per the following schedule:

<b>Contract Amount</b>	<b>Minimum Required Limits</b>
Under \$100,000	\$100,000 per occurrence/annual aggregate

**Article 27. Subcontracts for Engineering Services**

In the event that the Grantee subcontracts for engineering services, the Grantee will require that the engineering firm certify that it is authorized to do business in the State of Alaska.

**Article 28. 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 the appropriate laws and regulations. It is the responsibility of the Grantee to ensure that any permits required under this Grant Agreement by the Federal, State, or Local governments have been obtained.

**Article 29. Budget Flexibility**

Notwithstanding the provisions of Article 11, Attachment C, the Grantee may revise the project budget in Attachment A without a formal amendment to this agreement. .

**Article 30. 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 Grant 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 or subcontractor.

### **Article 31. 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 32. Operation and Maintenance**

Throughout the 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 33. Assurance**

The Grantee shall spend monies awarded under this grant only for the purposes specified in this Grant Agreement.

### **Article 34. Current Prevailing Rates of Wage**

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 pay the current prevailing rates of wage to employees as required by AS 36.05.010. The Grantee also shall require any contractor to pay the current prevailing rates of wage as required by AS 36.05.010.

### **Article 35. Severability**

If any provision under this Grant Agreement or its application to any person or circumstance is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the contract agreement which can be given effect without the invalid provision.

### **Article 36. Performance**

The Department's failure to insist upon the strict performance of any provision of the Grant Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any rights under this Grant Agreement.

### **Article 37. 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 resolution of the entity's governing body, is herein incorporated into this Grant Agreement.

### **Article 38. Audit Requirements**

The Grantee must comply with the audit requirements of the Alaska Administrative Code set forth in **2AAC45.010. AUDIT REQUIREMENTS**. An entity that expends a cumulative or total, equal to the state single audit threshold during the fiscal year is required to have a state single audit. A copy of the most current **2AAC45.010** adopted regulations is available at the Alaska Department of Administration's State Single Audit website: <http://doa.alaska.gov/dof/ssa/index.html>.

Current audit compliance supplements and guides specific to programs under AS 37.05.315 Grants to Municipalities, AS 37.05.316 Grants to Named Recipients, and AS 37.05.317 Grants to Unincorporated Communities can be found at [http://doa.alaska.gov/dof/ssa/audit\\_guide.html](http://doa.alaska.gov/dof/ssa/audit_guide.html).

### **Article 39. Close-Out**

The Department will advise the Grantee to initiate close-out procedures when the Department determines, in consultation with the Grantee, that there are no impediments to close-out and that the following criteria have been met or soon will be met:

- A. All costs to be paid with grant funds have been incurred with the exception of close-out costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received or contract work is performed.
- B. The last required performance report has been submitted. The Grantee's failure to submit a report will not preclude the Department from effecting close-out if it is deemed to be in the State's interest. Any excess grant amount that may be in the Grantee's possession shall be returned by the Grantee in the event of the Grantee's failure to finish or update the report.
- C. Other responsibilities of the Grantee under this Grant Agreement and any close-out agreement and applicable laws and regulations appear to have been carried out satisfactorily or there is no further State interest in keeping the grant open for the purpose of securing performance.

### **Article 40. Americans with Disabilities Act**

The Americans with Disabilities Act (ADA) prohibits discrimination against persons with disabilities. Title I of the ADA prohibits discrimination against persons with disabilities in employment and provides that a reasonable accommodation be provided for applicants and employees. Title II of the Act prohibits public agencies from discriminating against individuals with disabilities in the provision of services, programs, or activities. Reasonable accommodation must be made to ensure or allow access to all services, programs, or activities. This section of the Act includes physical access to public facilities and requires that public entities must, if necessary, make modifications to their facilities to remove physical barriers to ensure access by persons with disabilities. All new construction must also be accessible to persons with disabilities. A public entity's subgrantees or contractors must also comply with the ADA provisions. Grantees are responsible for assuring their compliance with the ADA.