

City of Kodiak Special Council Meeting Agenda for Tuesday, June 2, 2020, 7:30 p.m.

Elected Officials will be participating via Audio/Video Conferencing and/or some in person. Public members are encouraged to tune in to KMXT 100.1 FM. For everyone’s protection, there will be no in-person attendance for this regular meeting in compliance with the Centers for Disease Control and Prevention’s guidance on social distancing. Meeting agendas and packets are available online at <https://www.city.kodiak.ak.us/meetings>

I. Call to Order

Roll Call

II. Public Comments on Agenda Item

a. Public Comments (limited to 3 minutes; call-in number 486-8610)

III. Agenda Items

- a. Emergency Ordinance No. 1401, An Emergency Ordinance of the Council of the City of Kodiak Temporarily Suspending Portions of Kodiak City Code Chapter 3.12 to Facilitate Emergency Relief Procurement From the CARES Act Funding to Ensure the Health, Safety, and Welfare of our Community During a State-Declared Public Health Emergency and Declaring an Emergency.....1
- b. Resolution No. 2020–14, Accepting Coronavirus Aid, Relief, and Economic Security (CARES) Act Funds From the Alaska Department of Commerce, Community and Economic Development in the Amount of \$11,986,902.51 for Costs That are for Necessary Expenditures5
- c. Authorization to Enter Into Agreement with the Kodiak Economic Development Corporation to Assist With the Kodiak Emergency Grant Program.....35

IV. Adjournment

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AGENDA ITEMS

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Mike Tvenge, City Manager and Nova Javier, City Clerk
Date: June 2, 2020

Agenda Item: III. a. Emergency Ordinance No. 1401, An Emergency Ordinance of the Council of the City of Kodiak Temporarily Suspending Portions of Kodiak City Code Chapter 3.12 to Facilitate Emergency Relief Procurement From the CARES Act Funding to Ensure the Health, Safety, and Welfare of Our Community During a State-Declared Public Health Emergency and Declaring an Emergency

SUMMARY: Emergency Ordinance No. 1401 temporarily proposes a partial suspension of the Kodiak City Code 3.12 and suspends limitations on the City Manager's spending authority. The intent is to allow immediate response to the public health and economic emergencies within the Kodiak community by using the CARES Act funding.

PREVIOUS COUNCIL ACTION:

- On March 18, 2020, Council adopted Emergency Ordinance No. 1395, which temporarily authorized the suspension and/or modification of various sections of the Kodiak City Code or Ordinances regarding public meetings and participation in order to ensure the health, safety, and welfare of the Kodiak community during a state-declared public health emergency.
- On May 14, 2020, Council adopted Emergency Ordinance No. 1397, Extending the Effective Date of Ordinance No. 1395 An Emergency Ordinance of the Council of the City of Kodiak Temporarily Authorizing the Suspension and/or Modification of Various Sections of the City of Kodiak Code of Ordinances Regarding Public Meetings and Participation in Order to Ensure the Health, Safety, and Welfare of Our Community During a State-Declared Public Health Emergency and Declaring an Emergency
- On May 14, 2020, Council adopted Emergency Ordinance No. 1399, Declaring an Emergency and Authorizing the Finance Director to Waive Certain Penalties and Interest on Delinquent Sales Tax Returns

BACKGROUND/DISCUSSION: On March 11, 2020, Governor Dunleavy issued a declaration of public health disaster emergency in response to the COVID-19 anticipated outbreak in the State of Alaska. The Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act, was signed into law by President Donald Trump on March 27, 2020. The Act is to provide emergency assistance and health care response for individuals, families, and businesses affected by the COVID-19 pandemic. On April 21, 2020, Governor Dunleavy announced the receipt of the \$1.25 billion funding from the CARES Act and his plan for the distribution of funds. The Governor submitted his plan to the

Legislature that included direct municipal relief in the amount of \$568.6 million of which \$11,972,631 was directed to the City of Kodiak.

ALTERNATIVES:

- 1) Staff recommends that Council adopt Emergency Ordinance No. 1401.
- 2) Delay or elect not to adopt the Emergency Ordinance No. 1401.

LEGAL: The City attorney reviewed the ordinance. Per KCC 2.04.050, this emergency ordinance will require affirmative votes of five voting members for adoption.

CITY MANAGER'S COMMENTS: This emergency ordinance allows the City Manager to expend funds outside of current spending authority to respond to the health and economic emergency caused by COVID-19 including categories to protect health and safety of the City, help reopen the economy, and fund public services to get what they need to operate safely. The ordinance increases the City Manager's limit from \$35,000 to \$200,000 between time of adoption and January 31, 2021. In order to maintain the highest level of transparency, any purchase for \$35,000 or more, the Manager shall prepare a brief summary of the transaction and submit it to council at regular or special council meetings.

NOTES/ATTACHMENTS:

Attachment A: Emergency Ordinance No. 1401

PROPOSED MOTION:

Move to adopt Emergency Ordinance No. 1401.

**CITY OF KODIAK
ORDINANCE NUMBER 1401**

EMERGENCY ORDINANCE NO. 1401, AN EMERGENCY ORDINANCE OF THE COUNCIL OF THE CITY OF KODIAK TEMPORARILY SUSPENDING PORTIONS OF KODIAK CITY CODE CHAPTER 3.12 TO FACILITATE EMERGENCY RELIEF PROCUREMENT FROM THE CARES ACT FUNDING TO ENSURE THE HEALTH, SAFETY, AND WELFARE OF OUR COMMUNITY DURING A STATE-DECLARED PUBLIC HEALTH EMERGENCY AND DECLARING AN EMERGENCY

WHEREAS, the public health emergency caused by COVID-19 is well established; and

WHEREAS, the public health emergency caused by COVID-19 has also caused economic devastation; and

WHEREAS, the CARES Act reflects an understanding that swift intervention is required to ameliorate these public health and economic emergencies; and

WHEREAS, this emergency ordinance will promote effective response to the public health and economic emergencies; and

WHEREAS, the Charter of the City of Kodiak, Alaska provides that an emergency ordinance, in the judgment of the council, is necessary for the immediate preservation of the public peace, health, or safety, and which should become effective before an ordinary ordinance would become effective, may be adopted by an affirmative vote of at least five members of the council.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kodiak, Alaska that this ordinance is enacted as follows:

Section 1: This ordinance is not of a general and permanent nature and shall not be codified.

Section 2: Finding of Emergency. The City Council finds that the presence of COVID-19 in Alaska and in the City of Kodiak, and the economic impacts thereof, constitutes an emergency.

Section 3: Partial Suspension of KCC 3.12. During such time as this ordinance is in effect, procurement of any property, service, or contract reasonably necessary to respond to the health or economic emergency cause by COVID-19 shall be exempt from KCC 3.12.020 - 100. Categories that fall under this section include the following:

- (a) Protecting health and safety of the City
- (b) Provide economic support in connection with the COVID-19 public health emergency
- (c) Payroll expenses for public safety, public health, healthcare, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency

- (d) Any other COVID-19 related expense reasonably necessary to the function of government that satisfy the Fund’s eligibility criteria

Section 4: Limitation on manager’s authority. Any procurement exempt from KCC 3.12.020 under Section 3 of this ordinance shall be subject to the following:

- (a) The city manager may make an acquisition, transfer, or contract authorized by KCC 3.12.010 without council approval, open market, or bidding procedures, if the value of the acquisition, service, or contract does not exceed:
 - (1) \$200,000; or
 - (2) For a value over \$200,000 and up to \$500,000, if the manager has the mayor’s and the deputy mayor’s written approval.
- (b) If the value of the acquisition, service, or contract exceeds \$500,000, the city manager may make an acquisition, transfer, or contract authorized by KCC 3.12.010 without open market or bidding procedures if the city council has approved the transaction at a regular or special meeting.
- (c) The city manager shall, if and to an extent reasonable under the circumstances, solicit multiple price quotes prior to any procurement.

Section 5: Manager’s Procurement Reporting. Following any procurement under Section 3 of this ordinance for \$35,000 or more, the city manager shall prepare a brief summary of the transaction and submit it to council at a regular council meeting following the procurement.

Section 6: Effective Date. This ordinance is effective immediately upon the affirmative vote of at least five members of the council and remains in effect until January 31, 2021.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Effective Date:

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Mike Tvenge, City Manager *MT*

Date: June 2, 2020

Agenda Item: III. b. Resolution No. 2020–14, Accepting Coronavirus Aid, Relief, and Economic Security (CARES) Act Funds From the Alaska Department of Commerce, Community and Economic Development in the Amount of \$11,986,902.51 for Costs That are Necessary Expenditures

SUMMARY: On March 6, 2020, the Coronavirus Preparedness and Response Supplemental Appropriations Act was signed into law. This bill provides \$8.3 billion in emergency funding for federal agencies to respond to the Coronavirus outbreak. The State of Alaska was allocated \$1.25 billion and of that amount, the City of Kodiak was allocated \$11,986,902.51. Payments from this fund may only be used to cover necessary expenditures incurred due to the COVID-19 public health emergency; were not accounted for in the City's budget prior to March 27, 2020; and were incurred from March 1—December 30, 2020. The City may also use the funds in preparation for future public health emergencies with respect to COVID-19. Any funds not utilized on the permissible expenditures by December 30, 2020, must be returned to the United States Treasury. The City will receive the previously mentioned funds after adopting the resolution and upon the Department of Commerce, Community, and Economic Development's receipt of the City of Kodiak's completed Grant Agreement.

PREVIOUS COUNCIL ACTION: None.

BACKGROUND/DISCUSSION: On March 11, 2020, Governor Dunleavy issued a declaration of public health disaster emergency in response to the COVID-19 anticipated outbreak in the State of Alaska. The Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act, was signed into law by President Donald Trump on March 27, 2020. The Act is to provide emergency assistance and health care response for individuals, families, and businesses affected by the COVID-19 pandemic. On April 21, 2020, Governor Dunleavy announced the receipt of the \$1.25 billion funding from the CARES Act and his plan for the distribution of funds. The Governor submitted his plan to the Legislature that included direct municipal relief in the amount of \$568.6 million of which \$11,972,631 was directed to the City of Kodiak.

ALTERNATIVES:

- 1) Staff recommends that Council adopt Resolution No. 2020–14.
- 2) Delay or elect not to adopt Resolution No. 2020–14.

LEGAL: The City is not required to accept these funds, however, the Kodiak City Council is required to accept the funding in the form of a resolution if they consent to receive the monies. After distribution, the City will be required to submit monthly reports (attachment E) detailing expenditures.

CITY MANAGER'S COMMENTS: This resolution allows the City of Kodiak to accept the CARES Act funding for purchases to help protect health and safety of the City, help reopen the economy, and fund public services to get what they need to operate safely.

NOTES/ATTACHMENTS:

Attachment A: Resolution No. 2020–14.

Attachment B: COVID-19 Relief Fund Information

Attachment C: COVID-19 Community Grant Agreement

Attachment D: Relief Fund FAQ

Attachment E: Sample Reporting Form

PROPOSED MOTION:

Move to adopt Resolution No. 2020–14.

**CITY OF KODIAK
RESOLUTION NUMBER 2020-14**

A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK ACCEPTING CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT FUNDS FROM THE ALASKA DEPARTMENT OF COMMERCE, COMMUNITY AND ECONOMIC DEVELOPMENT IN THE AMOUNT OF \$11,986,902.51 FOR COSTS THAT ARE FOR NECESSARY EXPENDITURES

WHEREAS, through the Coronavirus Relief Fund, the CARES Act provides for payments to State, Local, and Tribal governments navigating the impact of the COVID-19 outbreak; and

WHEREAS, the City of Kodiak was allocated \$11,986,902.51 from the Alaska Department of Commerce, Community, and Economic Development; and

WHEREAS, the Kodiak City Council is required to accept funding in the form of a resolution; and

WHEREAS, the described fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency as described by the United States Treasury; and

WHEREAS, the City of Kodiak may use the described funds in preparation for future public health emergencies with respect to COVID-19; and

WHEREAS, any funds not utilized on allowable COVID-19 expenditures must be returned; and

WHEREAS, the City Council acknowledges the necessity of accepting the aforementioned monies to alleviate local financial strain and wishes to provide the above described funds for the community of Kodiak.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that by this resolution, the Coronavirus relief funds in the amount of \$11,986,902.51 are hereby accepted.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Adopted:

URGENT: CARES Act Funding Grant Agreement and Information

This email contains information regarding the Federal CARES Act funding for COVID-19 relief to communities. Your community has been allocated money for COVID-19 relief from this fund, should you choose to accept this funding for coverage of allowable expenditures. You are not required to accept these funds, and should only accept the funds if you have or anticipate having qualified COVID-19 related expenditures.

Payments from this fund may only be used to cover necessary expenditures incurred due to the COVID-19 public health emergency; were not accounted for in your budget prior to March 27, 2020; and were incurred from March 1—December 30, 2020. If you have questions about allowable expenditures, please see the attached documents for details, or call your [Local Government Specialist](#), for more information. You can find your Local Government Specialist here:

<https://dced.maps.arcgis.com/apps/webappviewer/index.html?id=39d62deddd2b49c3b9a1aff48ffcaa76>

You will find attached the following documents attached to a follow-up email. Additionally, these documents can be found online at:

<https://www.commerce.alaska.gov/web/dcra/LocalGovernmentResourceDesk/COVID19.aspx>.

- Grant Agreement
- Resolution (tribal and all other)
- Sample Reporting Form
- Federal Guidance
- Federal FAQs

Should you choose to accept this money, the funds will be distributed upon receipt and acceptance of your Grant Application. After distribution, you will be required to submit monthly reports similar to the Sample Reporting Form attached. Some communities will be eligible for second and third payments. For those eligible communities, upon receipt of evidence of expenditure of 80% of each batch of funding, the next batch of funding will be distributed.

Your entity has been allocated the following amounts:

First Payment:

Second Payment:

Third Payment:

Total:

Any funds not utilized on allowable COVID-19 expenditures must be returned. Additionally, you must comply with all provisions of the attached Grant Agreement.

Please note, you may use these funds in preparation for future public health emergencies with respect to COVID-19, for instance, a potential second wave of the virus.

If you choose to accept this funding, please complete the attached Grant Agreement, signed by the highest ranking member of your organization (manager, mayor, president, etc.). Applications will be

accepted via email. Please email the completed application to resourcedesk@alaska.gov at your soonest convenience.

A resolution accepting this funding from the decision-making body is required in order to release funding. Please find a sample resolution attached. *All sovereign entities are required to complete and submit the Waiver of Sovereign Immunity form in addition to the Grant Agreement in order to release funding.*

If you do not intend to apply for this funding, please inform us by responding to this email, to avoid further correspondences.

Lynn Kenealy

Local Government Resource Desk

DCRA, DCCED, SOA

550 West 7th Ave, Suite 1640, Anchorage, AK 99501

907-269-8122

www.commerce.alaska.gov/web/dcra/LocalGovernmentResourceDesk.aspx



**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 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)	
Grantee			Department Contact Person	
Name			Name Lynn Kenealy	
Street/PO Box			Title Local Government Specialist	
City/State/Zip			Street/PO Box 550 West 7th Ave, Suite 164	
Contact Person			City/State/Zip Anchorage, AK 99501	
Phone	Fax		Phone 907-269-8122	Fax 907-269-
Email			Email ResourceDesk@alaska.gov	

AGREEMENT The Alaska Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs (hereinafter 'Department') and **Insert Name of Locality** (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 **\$ Insert total amount of grant.**

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	Printed Name and Title
Date	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

Payment Allotments	Payment Amounts
Payment 1	
Payment 2	
Payment 3	
Total Grant Funds	

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:

Contract Amount	Minimum Required Limits
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.

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.

Appendix A

State Laws and Regulations and Permits

Grantees are responsible for all applicable state laws, regulations and permits; including but not limited to the following list which most commonly affects Grantees.

Municipality Public Facility Operations and Maintenance—AS 37.05.315(c)

In accepting a grant under AS 37.05.315 for construction of a public facility, a municipality covenants with the State that it will operate and maintain the facility for the practical life of the facility and that the municipality will not look to the State to operate or maintain the facility or pay for its operation or maintenance. This requirement does not apply to a grant for repair or improvement of an existing facility operated or maintained by the State at the time the grant is accepted if the repair or improvement for which the grant is made will not substantially increase the operating or maintenance costs to the State.

Restriction on Use—AS 37.05.321

A grant, or earnings from a grant under AS 37.05.315 - 37.05.317 may not be used for the purpose of influencing legislative action. In this section “influencing legislative action” means promoting, advocating, supporting, modifying, opposing, or delaying or seeking to do the same with respect to any legislative action but does not include the provision or use of information, statistics, studies, or analyses in written or oral form or format. A grant, or earnings from a grant made under AS 37.05.315 - 37.05.317 may not be used for purposes of travel in connection with influencing legislative action unless pursuant to a specific request from a legislator or legislative committee.

Historic Preservation Act—AS 41.35

This chapter of the Alaska Statutes applies to public construction of any nature undertaken by the State, or by a governmental agency of the State, or by a private person under contract with or licensed by the State or a governmental agency of the State. The Department of Natural Resources must be notified if the construction is planned for an archaeological site. The Department of Natural Resources may stop the construction to determine the extent of the historic, prehistoric, or archaeological values.

Fire Protection—AS 18.70

This chapter of the Alaska Statutes requires the Alaska Department of Public Safety (the State Fire Marshal) to adopt regulations (currently in the form of Uniform Fire Code, as amended) establishing minimum standards for:

1. Fire detection and suppression equipment;
2. Fire and life safety criteria in commercial, industrial, business, institutional, or other public buildings used for residential purposes containing four or more dwelling units;
3. Any activity in which combustible or explosive materials are stored or handled in commercial quantities;
4. Conditions or activities carried on outside a building described in (2) or (3) likely to cause injury to persons or property.

Procurement Preference for State Agricultural and Fisheries Products—AS 29.71.040

This chapter of the Alaska Statutes applies to municipalities that use state funds to purchase agricultural and fisheries products. The law requires:

1. When agricultural products are purchased, only such products harvested in the state shall be purchased whenever priced no more than seven percent above products harvested outside the state, and of like quality compared with agricultural products harvested outside the state.
2. When fisheries products are purchased, only fisheries products harvested or processed within the jurisdiction of the state shall be purchased whenever priced no more than seven percent above products harvested or processed outside the jurisdiction of the state, available, and of like quality compared with fisheries products harvested or processed outside the jurisdiction of the state.

Alaska Product Preferences—AS 36.15

This chapter of the Alaska Statutes applies to projects financed by state money in which the use of timber, lumber, and manufactured lumber products is required, only timber, lumber and manufactured lumber projects originating in this state from local forests shall be used wherever practicable. The law requires the insertion of this clause in calls for bids and in all contracts awarded.

Permits and Environmental Procedures

The Alaska Department of Environmental Conservation (ADEC) regulates all activities in Alaska that might pollute the air, water or soil. There are dozens of ADEC permits related to constructing and operating public buildings. The law requires the following permits, including others designated by the commissioner. The following list is not intended to be all-inclusive.

- Air Emissions Permit
- Anadromous Fish Protection Permit
- Authorization for Tidelands Transportation
- Brine or Other Salt Water Waste Disposal Permit
- Burning Permit during Fire Season
- Coal Development Permit
- Critical Habitat Area Permit
- Dam Construction Permit
- Driveway Permit
- Encroachment Permit
- Miscellaneous State Land Use Permit
- Mineral and Geothermal Prospecting Permits
- Occupied Tide and Submerged Land
- Open Burning Permit
- Permit for Use of Timber or Materials
- Permit to Appropriate Water
- Pesticides Permit
- Preferred Use Permit
- Right-of-Way and Easement Permits
- Solid Waste Disposal
- Special Land Use Permit
- State Game Refuge Land Permit
- State Park Incompatible Use Permit
- Surface Oiling Permit
- Surface Use Permit
- Tide and Submerged Lands Prospecting Permit
- Tidelands Permit
- Tidelands Right-of-Way or Easement Permit
- Utility Permit
- Waste-Water Disposal Permit
- Water Well Permit

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of May 4, 2020**

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, (“Guidance”).¹ Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online

¹ The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a “broad range of uses” including payroll expenses for several classes of employees whose services are “substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers’ compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contract tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a “payroll support program” for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government’s general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary

expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

COVID-19 Monthly Expenditures by Community



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Instructions

Please update this form with your community's information, as well as COVID-19 expenses by spending area for the month. The six spending areas are outlined on pages 2-3 of this document. The full document can be found using the link below. Please email completed documents to: GOV.OMB.COVIDFUNDING@alaska.gov within 15 days of each month's end. Contact 907-465-4660 with any questions.

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

Community Information

Community Name	<input type="text"/>	Street Address Including City, State, and ZIP Code	<input type="text"/>
Contact Name	<input type="text"/>	Telephone	<input type="text"/>
Email Address	<input type="text"/>	Web Site	<input type="text"/>

For Month Ending:
MM/DD/YYYY

Spending Area

*For amounts > \$25K, enter details on page 4.
Attach an excel file if necessary.*

Describe your overall plan for expenditures.

Medical	\$ <input type="text"/>	<i>Describe your overall plan for expenditures.</i>
Public Health	\$ <input type="text"/>	
Payroll	\$ <input type="text"/>	
Compliance	\$ <input type="text"/>	
Economic Support	\$ <input type="text"/>	
Other	\$ <input type="text"/>	
TOTAL	\$ <input type="text"/>	

Signature

Signature of the Person Submitting this Form

Name

Date of Signature

<input type="text"/>	<input type="text"/>	<input type="text"/>
MM	DD	YYYY

COVID-19 Monthly Expenditures by Community



Eligible expenditures include, but are not limited to, payment for:

1. **Medical expenses** such as:

- COVID-19-related expenses of public hospitals, clinics, and similar facilities.
- Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
- Costs of providing COVID-19 testing, including serological testing.
- Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
- Expenses for establishing and operating public telemedicine capabilities for COVID-19 related treatment.

2. **Public health expenses** such as:

- Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
- Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
- Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
- Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
- Expenses for public safety measures undertaken in response to COVID-19.
- Expenses for quarantining individuals.

3. **Payroll expenses** for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. The Coronavirus Relief Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

4. **Expenses of actions to facilitate compliance** with COVID-19-related public health measures, such as:

- Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.

COVID-19 Monthly Expenditures by Community



- Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining State prisons and community jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. **Expenses associated with the provision of economic support** in connection with the COVID-19 public health emergency, such as:
- Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. **Any other COVID-19-related expenses** reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

For further information and clarification on allowable expenditures within each of the categories referenced above, please refer to U.S. Treasury's latest guidance found at the following link:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Mike Tvenge, City Manager 

Date: June 2, 2020

Agenda Item: III. c. **Authorization to Enter Into Agreement with the Kodiak Economic Development Corporation to Assist With the Kodiak Emergency Grant Program**

SUMMARY: The Kodiak Economic Development Corporation (KEDC) aka Kodiak Economic Task Force was formed at the request of the Emergency Services Council after they issued the “hunker down” proclamation. The Kodiak Emergency Grant Program is designed to provide immediate financial assistance to Kodiak’s small businesses and non-profit agencies impacted by the COVID-19 pandemic. The funding for the program is coming from CARES Act funds distributed to the City of Kodiak through the State of Alaska.

PREVIOUS COUNCIL ACTION:

- On April 7, 2020, Council received an update from the Kodiak Economic Task Force
- On May 12, 2020, Council discussed the Kodiak Economic Task Force GRANT Program

BACKGROUND/DISCUSSION:

KEDC is an outgrowth of the Kodiak Economic Task Force that was formed at the direction of the Kodiak Emergency Services Council. While the Economic Task Force was intended to provide short term support for businesses and nonprofits during the COVID-19 shutdowns, it is fully anticipated that the impacts to Kodiak’s economy of the recent closures will last well into next year and beyond. To that effect, the KEDC is structured to provide continued support for businesses.

KEDC’S mission is to complement the efforts of both the Kodiak Chamber of Commerce and Discover Kodiak organizations and work towards building a strong, diverse, and resilient economy for Kodiak Island.

ALTERNATIVES:

- 1) Council can authorize or amend the agreement.
- 2) Council can choose to not authorize the agreement.

LEGAL: The City attorney worked with the KEDC Chair to draft the agreement.

CITY MANAGER'S COMMENTS: The Kodiak Economic Development Corporation will solicit applications from businesses and non-profits that have suffered economic hardship related to COVID-19. The purpose of the Kodiak Economic Development Corporation is to assist the Emergency Services Council, and the City by providing the City Manager a list of eligible recipients of the CARES Act recovery funds. To accomplish these goals, the City would like to enter into an agreement with the Kodiak Economic Development Corporation.

NOTES/ATTACHMENTS:

Attachment A: City of Kodiak and KEDC Agreement with Attachments

Attachment B: Draft Application

PROPOSED MOTION:

Move to authorize the agreement with the Kodiak Economic Development Corporation to assist with the Kodiak Emergency Grant Program and authorize the City Manager to execute documents on behalf of the City.

SBEG PROGRAM AGREEMENT

The City of Kodiak and the Kodiak Economic Development Corporation (“KEDC”) agree as set forth herein:

Section I. SBEG Program. KEDC shall, as more specifically defined in the Small Business Emergency Grant (“SBEG”) Program Description, solicit, accept, and review applications for SBEG funding. KEDC shall, in accordance with the SBEG Program Description, provide City written notice to make payment of specified amounts to SBEG program recipients.

Section II. Administrative Cost and Expense. To compensate KEDC for cost and expense incurred in administering the SBEG Program, the City shall provide to KEDC administrative support funding not to exceed \$25,000 based upon KEDC demonstration of need for expenses reasonably incurred to administer the SBEG program.

Not later than September 15, 2021, KEDC shall provide a report to the City detailing its use of funds and return to the City any amount provided by the City to KEDC that was not used to pay costs and expense of administering the SBEG program.

Section III. CARES Act Funds. KEDC understands and acknowledges that the funds for the SBEG program are federal CARES Act funds that the City has received pursuant to that certain State of Alaska – City of Kodiak Grant Agreement. Noting that it is the parties’ understanding that KEDC is a contractor providing services, not a subgrantee or pass-through entity, KEDC agrees to abide by all requirements and restrictions applicable to it that arise from the State of Alaska – City of Kodiak Grant Agreement.

Section IV. Agreement Documents. This Agreement consists of this page, the signature page, and the:

- (a) Small Business Emergency Grant Program Description;
- (b) State of Alaska – City of Kodiak Grant Agreement; and
- (c) State of Alaska COVID-19 Monthly Expenditures by Community Report Form.

Section V. Assignment. KEDC shall not assign any interest in this Agreement and shall not transfer or subcontract any interest in same.

Section VI. Termination. (a) This Agreement may be terminated, in whole or in part, prior to completion when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. KEDC will not incur new obligations for the terminated portion after the effective date.

- (b) If KEDC fails to comply with the terms of this Agreement, the City may take the following actions:
 - (i) Suspension – After notice in writing by certified mail to KEDC, suspend the Agreement and withhold any further payment or prohibit KEDC from incurring additional obligations of program funds, pending corrective action by the KEDC or a decision to terminate.
 - (ii) Termination – Terminate the Agreement in whole or in part. The City shall promptly notify KEDC in writing of its determination to terminate, the reason for such termination, and the effective date of the termination.

Section VII. Governing law. This Agreement is governed by the laws of the State of Alaska. KEDC shall perform all aspects of this project in compliance with the appropriate laws and regulations.

Section VIII. Hold Harmless. It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of the Agreement. KEDC, its successors and assigns, will protect, save, and hold harmless the City of Kodiak and its authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of KEDC, its agents, contractors, licenses, invitees, employees, or any person whomever arising out of or in connection with any acts or activities authorized by this Agreement.

Section IX. Effective Date. This Agreement shall be effective when executed by both parties and approved by the City Council of the City of Kodiak.

City of Kodiak	Kodiak Economic Development Corporation
Signature	Signature
Mike Tvenge, City Manager	Printed Name and Title
Date	Date
Approved by City Council on:	

Small Business Emergency Grant Program Description

1. Purpose

The City of Kodiak anticipates receiving approximately \$12 million in CARES Act funds through a grant agreement with the State of Alaska. All funds must be expended by December 30, 2020.

As a result of COVID-19 and public health mandates necessary to inhibit the uncontrolled transmission of the coronavirus, economic activity in the City of Kodiak and in the Kodiak Island Borough has been severely impacted. The State-City Grant Agreement allows the CARES Act funds to be used for 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. According to the U.S. Department of Treasury, a program aimed at assisting small businesses with the costs of business interruption caused by required closures is an eligible expenditure under section 601(d) of the CARES Act and should be tailored to assist those businesses in need of such assistance.

The intent of this Agreement and the Small Business Emergency Grant (SBEG) Program is to establish a program, in accordance with U.S. Department of Treasury guidances, to assist Kodiak Island's small businesses (including nonprofits, which, for the purposes of this Agreement shall be considered a "business" unless explicitly stated otherwise) with the costs of business interruption caused by COVID-19 and required closures and restrictions. To effectively provide relief that ensures otherwise viable businesses remain viable and to avoid economic depression, as well as to comply with expenditure deadlines imposed by the State-City Grant Agreement and CARES Act, the funds must be distributed to the intended beneficiaries as quickly as possible. Thus, it is an express purpose of the SBEG Program, and in furtherance of the City's goals, that funds are distributed quickly. Expedite release of the funds will promote a principle goal of the program.

2. Funds Anticipated to be Available for Distribution.

Subject to revision by the City, the following amounts are anticipated to be allocated to the SBEG Program. KEDC shall make its best efforts to approve awards and issue pay requests in accordance with the SBEG Program Description and its goals for the aggregate amounts by the following dates:

Date	Amounts
June 28, 2020	\$2,400,000
July 27, 2020	\$600,000
Total Funds Not to Exceed	\$3,000,000

The City shall give KEDC reasonable notice of any change of above amounts.

3. Applicant Eligibility & Restrictions

Any small businesses (the parties do not intend to incorporate the SBA or any existing definition of small business; KEDC shall use its reasonable description to determine what is small business, guided by the goals of this Agreement and the SBEG Program) having its principle place of business on Kodiak Island is eligible to apply. All lawful forms of corporate entities, partnerships, and sole proprietorships are eligible.

Applicants must demonstrate that the applicant's business suffered a substantial, negative impact as a result of costs of business interruption caused by required closures or other action taken to prevent the spread of coronavirus, or incurred cost related to such measures that would not have otherwise been incurred.

No officer or employee of (i) the State of Alaska Department of Community and Regional Affairs, (ii) the City of Kodiak, or (iii) KEDC shall have any personal or financial gain or interest, direct or indirect, in any GRANT award.

KEDC shall establish eligibility and/or evaluation criteria to ensure funds provide the maximum benefit, which may include evaluations of whether the business will remain viable if an award is given. KEDC may, at its reasonable discretion, require that the business have existed for a sufficient period of time to demonstrate pre-pandemic viability.

These requirements are not intended to be exhaustive. KEDC shall adopt further policies in compliance with and to effect the goals of this section.

4. Award Requirements & Limitations

Awards shall be for amounts between \$2,500 and \$25,000. KEDC may authorize more than one award to one business; provided, however, no business shall, in the aggregate, receive any amount in excess of \$25,000. Further, if any individual owns 20% or more of any applicant, all applicants in which the individual owns 20% or more shall, in the aggregate, receive no more than \$25,000.

No award funds may be used for any use unless the use is (i) allowed by the CARES Act and the State-City Grant Agreement, (ii) mitigation of impacts of COVID-19, and (iii) specifically identified by the applicant in the application and authorized by the KEDC-Recipient Agreement. Uses permitted by a KEDC-Recipient Agreement may include, provided that they comply with the above, payment of the business's:

- (a) Payroll;
- (b) Regular operating expenses;
- (c) Lease or Rent;
- (d) Business telework equipment costs;
- (e) Inventory Acquisition (inventory needed to reopen or maintain open status);
- (f) Personal Protective Equipment (PPE) purchase; and
- (g) Facility Readiness (social distancing preparedness, business modifications, etc.).

Owing to the seasonal volatility in commercial fishing and that such fishing did not suffer mandated closures, a business that has sale of raw seafood product as its principal source of revenue shall be restricted to using SBEG funds for costs incurred by the business to comply with COVID-19 health mandates. KEDC shall determine categories of eligible costs and expense and provide further guidance to applicants.

These requirements are not intended to be exhaustive. KEDC shall adopt further policies in compliance with and to effect the goals of this section.

5. Application Process

KEDC shall use its best efforts and judgment to inform the eligible public of the program and to begin accepting applications as soon as practicable. Applications must be submitted to KEDC; no application may be submitted to the City. KEDC shall use its best efforts to make the application process accessible to all and shall ensure written application materials are available in English, Spanish, Tagalog.

KEDC shall require that applicants provide proof of lawful business operations (e.g., Alaska business license, City of Kodiak sales tax returns, if applicable).

KEDC shall inform applicants that awards are subject to the availability of funding and that KEDC, not the City of Kodiak, is responsible for the program. Before accepting any application, KEDC shall obtain applicant's agreement to hold harmless the City of Kodiak in connection with any claim relating to the submission of an application to KEDC.

These requirements are not intended to be exhaustive. KEDC shall adopt further policies in compliance with and to effect the goals of this section.

6. Application Review & Award Process

KEDC shall devise review criteria, which may include a scoring rubric, to give effect to the goals and requirements of this Agreement.

KEDC shall designate one or more review panels who shall review applications in accordance with the review process and criteria established by KEDC.

KEDC shall provide an applicant written notice of any final decision regarding an intent to award, deny an application, or provisional intent to award within 72 hours of such decision.

These requirements are not intended to be exhaustive. KEDC shall adopt further policies in compliance with and to effect the goals of this section.

7. Recipient Agreements

Prior to issuing any notice of award or submitting any pay request to the City, KEDC shall obtain from each recipient a KEDC-Recipient Agreement, which shall be substantially in the form of the attached Exhibit A.

8. Pay Request to City & Payment

Within 2 business days of issuing a notice of intent to award and entering into any KEDC-Recipient Agreement, KEDC shall give, by electronic copy emailed to the City's finance director, a completed pay request substantially in the form of the attached Exhibit B.

Subject to availability of funds, the City shall make payment, by check, in accordance with the pay request if the City finance director finds that the pay request is complete and, in her reasonable discretion, is unaware of any reason why the payment should not be made.

9. Reporting & Record Keeping

KEDC shall maintain and/or submit to the City the records as described below. Except for records submitted to the City, all records shall remain records of KEDC and are not City records. The City, State of Alaska, and United States, may inspect all records upon reasonable notice.

1. KEDC shall keep and maintain for three years copies of all written policies devised by KEDC for the implementation of this GRANT Program, unless the records are transferred to the City with the City's consent. KEDC shall provide copies to the City upon its request.
2. KEDC shall keep and maintain until February 28, 2021 a record of the names of all businesses that submit an application and the date on which the application was received.
3. KEDC shall keep and maintain for three years written minutes of all meetings of any grant review panel. These minutes shall include the names of the committee members present and the number of votes in favor of and opposed to the approval of any application or issuance of any award, provided, however, that the minutes need no record the identities of the individuals so voting.
4. KEDC shall keep and maintain complete copies of applications until the following time or as required by any state or federal law, whichever is longer:
 - a. For any application resulting in a KEDC-Recipient Agreement, until January 31, 2024.
 - b. For any application resulting in a notice of denial, until 48 hours after giving the applicant notice.

5. KEDC shall keep and maintain complete copies of payment requests until January 31, 2024 or until the City confirms that a copy shall be maintained by the City as a City record.
6. KEDC shall submit to the City a completed COVID-19 Expenditures by Community Report Form each month through January 2021.
7. KEDC shall keep and maintain complete copies of recipients' post-award compliance verification documents until January 31, 2024.
8. These requirements are not intended to be exhaustive. KEDC shall adopt further policies in compliance with and to effect the goals of this section.

COVID-19 Monthly Expenditures by Community



Instructions

Please update this form with your community's information, as well as COVID-19 expenses by spending area for the month. The six spending areas are outlined on pages 2-3 of this document. The full document can be found using the link below. Please email completed documents to: GOV.OMB.COVIDFUNDING@alaska.gov within 15 days of each month's end. Contact 907-465-4660 with any questions.

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

Community Information

Community Name	<input type="text"/>	Street Address Including City, State, and ZIP Code	<input type="text"/>
Contact Name	<input type="text"/>	Telephone	<input type="text"/>
Email Address	<input type="text"/>	Web Site	<input type="text"/>

For Month Ending:
MM/DD/YYYY

Spending Area

*For amounts > \$25K, enter details on page 4.
Attach an excel file if necessary.*

Describe your overall plan for expenditures.

Medical	\$ <input type="text"/>	<i>Describe your overall plan for expenditures.</i>
Public Health	\$ <input type="text"/>	
Payroll	\$ <input type="text"/>	
Compliance	\$ <input type="text"/>	
Economic Support	\$ <input type="text"/>	
Other	\$ <input type="text"/>	
TOTAL	\$ <input type="text"/>	

Signature

Signature of the Person Submitting this Form

Name

Date of Signature

<input type="text"/>	<input type="text"/>	<input type="text"/>
MM	DD	YYYY

COVID-19 Monthly Expenditures by Community



Eligible expenditures include, but are not limited to, payment for:

1. **Medical expenses** such as:

- COVID-19-related expenses of public hospitals, clinics, and similar facilities.
- Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
- Costs of providing COVID-19 testing, including serological testing.
- Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
- Expenses for establishing and operating public telemedicine capabilities for COVID-19 related treatment.

2. **Public health expenses** such as:

- Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
- Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
- Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
- Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
- Expenses for public safety measures undertaken in response to COVID-19.
- Expenses for quarantining individuals.

3. **Payroll expenses** for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. The Coronavirus Relief Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

4. **Expenses of actions to facilitate compliance** with COVID-19-related public health measures, such as:

- Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.

COVID-19 Monthly Expenditures by Community



- Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining State prisons and community jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. **Expenses associated with the provision of economic support** in connection with the COVID-19 public health emergency, such as:
- Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. **Any other COVID-19-related expenses** reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

For further information and clarification on allowable expenditures within each of the categories referenced above, please refer to U.S. Treasury's latest guidance found at the following link:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

ATTACHMENT B: FORM OF PAY REQUEST



SBEG Program Pay Request No. _____

Submitted on: _____, 2020

Dear Finance Director:

Kodiak Economic Development Corporation, in accordance with the City of Kodiak – KEDC Program Agreement, has determined that the business described below is eligible to receive an SBEG grant for the amount described below. Please make payment from SBEG Program funds. An executed copy of the recipient’s award agreement is attached to this request.

Recipient	Date of Award	Amount
_____	_____	_____

Please let me know if you have any questions or need any further information in connection with this pay request.

Sincerely,

KODIAK ECONOMIC DEVELOPMENT CORPORATION

By: _____

Its: _____

For City Use:

Finance Director Approval	Signature	Date
Check No.		
Recipient’s Acknowledgment of Receipt	Name	Signature
		Date



Small Business Emergency Grant Application

All business information will be kept confidential and will not voluntarily be shared or used for any purpose other than evaluation of the GRANT award.

1. BUSINESS NAME: _____
2. ORGANIZATIONS LEGAL NAME: _____
3. FEDERAL E.I.N., SSN: _____
4. BUSINESS PHONE NUMBER (including area code): _____
5. BUSINESS MAILING ADDRESS: _____

6. BUSINESS PHYSICAL ADDRESS: _____

7. EMAIL ADDRESS (For application contact): _____
8. BUSINESS OWNER(S): Please provide the following information for any person who owns 20% or more of the business, or, for a nonprofit, the directors:
 - Name
 - Title/Office/ % of Ownership
 - Phone Number
 - Email address_____

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9. IS BUSINESS PREDOMINANTLY LOCALLY OWNED AND OPERATED IN THE KODIAK ISLAND BOROUGH OR CITY OF KODIAK?

(If needed) Explain: _____

10. ORGANIZATION TYPE:

11. INDUSTRY SECTOR:

12. DATE BUSINESS ESTABLISHED (This is the date the business began operation): _____

13. BUSINESS REAL PROPERTY IS

Monthly mortgage/rent due: _____

14. BUSINESS ACTIVIT(IES) / TYPE OF BUSINESS

15. LIST THE TOTAL NUMBER OF EMPLOYEES (as of February 29, 2020)

Specify the number of full-time employees, number of part-time employees, and the average weekly hours for part-time employees.

16. DESCRIPTION OF IMPACT OF COVID-19 TO YOUR BUSINESS (e.g. lost revenue, laying off employees, closure, etc.) DOLLAR AMOUNT OF ESTIMATED LOSS (detail the specific losses incurred to date of application due to COVID-19)

17. DOES THE ORGANIZATION, BUSINESS, OR A LISTED OWNER HAVE ANY OUTSTANDING JUDGMENTS, TAX LIENS, PENDING OR THREATENED BANKRUPTCY PROCEEDINGS, PENDING OR THREATENED LAWSUITS AGAINST THEM, OR CRIMINAL PROCEEDINGS? If "YES", please explain.

18. IS THE ORGANIZATION, BUSINESS, OR A LISTED OWNER DELINQUENT ON ANY FEDERAL, STATE, OR LOCAL TAXES OR ASSESSMENTS; DIRECT OR GUARANTEED LOANS; LEASES; CONTRACTS; GRANTS; CHILD SUPPORT PAYMENTS; OR ANY OTHER OBLIGATIONS? If "Yes", please explain.

19. HAS THE ORGANIZATION REQUESTED FUNDING, INCLUDING GRANTS AND LOANS OF ANY KIND, FROM OTHER SOURCES SINCE MARCH 1, 2020 RELATING TO FINANCIAL HARDSHIP RESULTING FROM COVID-19? If "Yes", please list all other funding sources applied to and the corresponding amounts.

20. TOTAL AMOUNT APPROVED FROM ALL FUNDING SOURCES

21. TOTAL AMOUNT REQUESTED AS PART OF THIS APPLICATION.

22. IS THE ORGANIZATION OR AN OWNER OF THE ORGANIZATION, APPLYING FOR FUNDING UNDER A DIFFERENT EIN?

23. DESCRIBE HOW THE FUNDS REQUESTED FROM THE KODIAK SMALL BUSINESS EMERGENCY GRANT PROGRAM WILL BE USED. (Please be specific, including dollar amounts and timelines.)

24. HOW MANY WEEKS OR MONTHS WILL THE FUNDS REQUESTED FROM THE KODIAK SMALL BUSINESS EMERGENCY GRANT PROGRAM SUSTAIN THE BUSINESS IF THE CURRENT CONDITIONS CONTINUE? (Please be specific and include timelines)

25. PLEASE INCLUDE ANY ADDITIONAL INFORMATION THAT YOU BELIEVE SHOULD BE CONSIDERED AS PART OF THIS APPLICATION THAT WAS NOT SPECIFICALLY ADDRESSED IN A PREVIOUS QUESTION.

-
- Attach a copy of documented losses or increased expenses directly related to COVID-19 (examples include Schedule C for 2019 with projected revenue losses or Profit and Loss Statements for January through April 2019 and 2020 to demonstrate losses). [Seasonal businesses who do not operate in March and April must show projected losses, i.e. booking cancellations, returned deposits.]
 - If the business operated within the City of Kodiak during the 2019-2020 period, attach previous 3 quarters of City of Kodiak sales tax returns.
 - Attach a copy of current Alaska Business License or CFEC
 - If a grant is awarded, the applicant will be required to submit a completed W-9 prior to receipt of funding.
-

NOTICE

1. Applying for a Kodiak Small Business Emergency Grant DOES NOT GUARANTEE award of funding. All and any award will be based on funds available.
2. The Applicant agrees that the Kodiak Economic Development Corporation and its officers will be held harmless from any claims arising from the application. The applicant waives and releases any claim arising out of or relating to the application that it may have against the Kodiak Economic Development Corporation and its officers.
3. It is the sole responsibility of the Applicant to determine or to seek independent advice to determine the tax implications to the Applicant and its owners. Please confirm your understanding of these disclaimers by clicking "Yes".

Yes

No

CERTIFICATION

By typing my name in the space below, I certify that all the information provided in this application is true and accurate. I agree to assist KEDC in verifying any information provided in this application and to provide additional information, if requested.

I have read and understand this application. I am authorized to complete and submit this application on behalf of the Applicant. I verify that the statements contained herein are true, accurate and complete. I acknowledge that false and inaccurate statements made on the application are grounds for immediate rejection of the application.

Printed Name

Signature

Date

Office Use Only

Application #: _____

Solicitud de Subvención de Emergencia para Empresas Pequeñas

Toda la información comercial se mantendrá confidencial y no se compartirá ni utilizará voluntariamente para ningún otro propósito que no sea la evaluación del premio GRANT.

1. NOMBRE COMERCIAL: _____

2. NOMBRE LEGAL DE ORGANISAZION: _____

3. EIN FEDERAL, SSN: _____

4. NÚMERO DE TELÉFONO COMERCIAL (incluido el código de área): _____

5. DIRECCIÓN DE CORREO COMERCIAL: _____

6. DIRECCIÓN FÍSICA EMPRESARIAL: _____

7. DIRECCIÓN DE CORREO ELECTRÓNICO (para contacto de la aplicación): _____

8. PROPIETARIO (S) DEL NEGOCIO: Proporcione la siguiente información para cualquier persona que posea el 20% o más del negocio o, para una organización sin fines de lucro, los directores:

- Nombre
- Título / Oficina /% de propiedad
- Número de teléfono
- Dirección de correo electrónico

ESTA PÁGINA SE DEJÓ EN BLANCO INTENCIONALMENTE

Solo uso de oficina

Solicitud # _____

9. ES EMPRESARIAL Y PREDOMINANTE LOCALMENTE PROPIETARIO Y OPERADO EN LA ISLA DE KODIAK, MUNICIPIO O CIUDAD DE KODIAK?

(Si es necesario) Explique:

10. TIPO DE ORGANIZACIÓN:

11. SECTOR INDUSTRIAL:

12. FECHA DE NEGOCIO ESTABLECIDO (Esta es la fecha en que el negocio comenzó a funcionar):

13. LA PROPIEDAD REAL DEL NEGOCIO ES:

Hipoteca mensual / renta adeudada:

14. ACTIVIDAD EMPRESARIAL (IES) / TIPO DE NEGOCIO

15. LISTE EL NÚMERO TOTAL DE EMPLEADOS (al 29 de Febrero de 2020)

Especifique el número de empleados a tiempo completo, el número de empleados a tiempo parcial y el promedio de horas semanales para empleados a tiempo parcial.

16. DESCRIPCIÓN DEL IMPACTO DE COVID-19 EN SU NEGOCIO (por ejemplo, pérdida de ingresos, despido de empleados, cierre, etc.) CANTIDAD EN DÓLARES DE LA PÉRDIDA ESTIMADA (detalle las pérdidas específicas incurridas hasta la fecha de la solicitud debido a COVID-19)

17. LA ORGANIZACIÓN, LA EMPRESA O UN PROPIETARIO EN LA LISTA TIENE ALGUNOS JUICIOS PENDIENTES, LIENCIAS DE IMPUESTOS, PROCEDIMIENTOS DE BANCARRUPCIÓN PENDIENTES O AMENAZADOS, DEMANDAS PERMANENTES O AMENAZADOS CONTRA ELLOS, O PROCEDIMIENTOS PENALES? Si "Sí", explique por favor.

18. ES LA ORGANIZACIÓN, NEGOCIO, O UN PROPIETARIO LISTO DELINCUENTE EN CUALQUIER IMPUESTO O EVALUACIÓN FEDERAL, ESTATAL O LOCAL; PRÉSTAMOS DIRECTOS O GARANTIZADOS; ARRENDAMIENTOS; Contratos; SUBSIDIOS; PAGOS DE APOYO INFANTIL; ¿O CUALQUIER OTRA OBLIGACIÓN? Si "Sí", explique por favor.

19. LA ORGANIZACIÓN SOLICITÓ FINANCIAMIENTO, INCLUYENDO SUBVENCIONES Y PRÉSTAMOS DE CUALQUIER TIPO, DE OTRAS FUENTES DESDE EL 1 DE MARZO DE 2020 EN RELACIÓN CON LA DIFICULTAD FINANCIERA RESULTANTE DE COVID-19? Si "SÍ", enumere todas las demás fuentes de financiación solicitadas y las cantidades correspondientes.

20.CANTIDAD TOTAL APROBADA DE TODAS LAS FUENTES DE FINANCIACIÓN

21.CANTIDAD TOTAL SOLICITADA COMO PARTE DE ESTA APLICACIÓN.

22.ES LA ORGANIZACIÓN O UN PROPIETARIO DE LA ORGANIZACIÓN QUE SOLICITA FINANCIACIÓN BAJO UN EIN DIFERENTE?

23.DESCRIBA CÓMO SE UTILIZARÁN LOS FONDOS SOLICITADOS DEL PROGRAMA DE SUBVENCIÓN DE EMERGENCIA EMPRESARIAL KODIAK. (Por favor sea específico, incluyendo cantidades en dólares y plazos).

24.CUÁNTAS SEMANAS O MESES LOS FONDOS SOLICITADOS AL PROGRAMA DE SUBVENCIONES DE EMERGENCIA PARA PEQUEÑAS EMPRESAS KODIAK SOSTENERÁN LA EMPRESA SI CONTINUAN LAS CONDICIONES ACTUALES? (Por favor sea específico e incluya líneas de tiempo)

23.POR FAVOR, INCLUYA CUALQUIER INFORMACIÓN ADICIONAL QUE CREA DEBE SER CONSIDERADA COMO PARTE DE ESTA APLICACIÓN QUE NO SE HA DIRIGIDO ESPECÍFICAMENTE EN UNA PREGUNTA ANTERIOR.

-
- Adjunte una copia de las pérdidas documentadas o el aumento de los gastos directamente relacionados con COVID-19 (los ejemplos incluyen el Anexo C para 2019 con pérdidas de ingresos proyectadas o Estados de pérdidas y ganancias de Enero a Abril de 2019 y 2020 para demostrar pérdidas) . [Las empresas de temporada que no operan en Marzo y Abril deben mostrar las pérdidas proyectadas, es decir, cancelaciones de reservas, depósitos devueltos.]
 - Si el negocio funcionó dentro de la ciudad de Kodiak durante el período 2019-2020 , adjunte los 3 trimestres anteriores de las declaraciones de impuestos sobre las ventas de la ciudad de Kodiak.
 - Adjunte una copia de la licencia comercial actual de Alaska o CFEC
 - Si se otorga una subvención, el solicitante deberá presentar un formulario W-9 completo antes de recibir la financiación.
-

AVISO

1. Solicitar una subvención de emergencia para pequeñas empresas de Kodiak NO GARANTIZA la adjudicación de fondos. Todo y cualquier premio se basará en los fondos disponibles.
2. El Solicitante acepta que la Corporación de Desarrollo Económico de Kodiak y sus funcionarios serán exonerados de cualquier reclamo que surja de la solicitud. El solicitante renuncia y libera cualquier reclamo que surja o esté relacionado con la aplicación que pueda tener contra la Corporación de Desarrollo Económico de Kodiak y sus funcionarios.
3. Es responsabilidad exclusiva del solicitante determinar o buscar asesoramiento independiente para determinar las implicaciones fiscales para el solicitante y sus propietarios. Confirme su comprensión de estas renunciaciones haciendo clic en "Sí".

CERTIFICACIÓN

Al escribir mi nombre en el espacio a continuación, certifico que toda la información proporcionada en esta solicitud es verdadera y precisa. Acepto ayudar a KEDC a verificar cualquier información proporcionada en esta solicitud y proporcionar información adicional, si se solicita.

He leído y entiendo esta aplicación. Estoy autorizado a completar y enviar esta solicitud en nombre del solicitante. Verifico que las declaraciones contenidas en este documento son verdaderas, precisas y completas. Reconozco que las declaraciones falsas e inexactas hechas en la solicitud son motivo de rechazo inmediato de la solicitud.

Nombre impreso

Firma

Fecha

Solo uso de oficina

Solicitud #: _____



Aplikasyon sa Emerhensyang Kaloob sa Maliit na Negosyo

Ang lahat ng impormasyon sa negosyo ay pananatilihing kumpidensyal at hindi kusang ibabahagi o gagamitin para sa anumang layunin maliban sa pagsusuri ng kaloob na gawad.

1. PANGALAN NG NEGOSYO: _____
2. LEGAL NA PANGALAN NG MGA ORGANISASYON: _____
3. PEDERAL E.I.N., SSN: _____
4. NUMERO NG TELEPONO NG NEGOSYO (kabilang ang area code): _____
5. MAILING ADDRESS NG NEGOSYO: _____

6. PHYSICAL NA ADDRESS NG NEGOSYO: _____

7. EMAIL address (para sa pakikipag-ugnayan sa aplikasyon): _____
8. (MGA) MAY-ARI : Pakibigay ang sumusunod na impormasyon para sa sinumang tao na nagmamay-ari ng 20% o higit pa sa negosyo, o, para sa isang di-pangkalakal na mga direktor:
 - Pangalan
 - Titulo/opisina/% ng pagmamay-ari
 - Numero ng telepono
 - Email address_____
- _____
- _____
- _____
- _____

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9. ANG NEGOSYO BA AY KARAMIHANG LOKAL NA PAG-AARI AT PINAPATAKBO SA KODIAK ISLAND BOROUGH o LUNGSOD NG KODIAK?

(Kung Kinakailangan) Ipaliwanag: _____

10. URI NG ORGANISASYON:

11. SEKTOR NG INDUSTRIYA:

12. PETA NG ITINATAG ANG NEGOSYO (ito ang petsa ng nagisimula ang negosyo): _____

13. ANG TUNAY NA MAY-ARI NG NEGOSYO AY

Buwanang mortgage/dapat na upa: _____

14. MGA GAWAIN O GAWAIN NG NEGOSYO /URI NG NEGOSYO

15. ILISTA ANG KABUUWANG BILANG NG MGA EMPLEYADO (mula noong Pebrero 29, 2020)

Tukuyin ang bilang ng mga full-time na empleyado, bilang ng mga part-time na empleyado, at ang karaniwang lingguhang oras para sa mga empleyado ng part-time.

16. PAGLALARAWAN NG EPEKTO NG COVID-19 SA IYONG NEGOSYO (hal. nawalang kita, pagtanggag ng mga empleyado, pagsasara, atbp.) TINATAYANG HALAGA NG DOLYAR NA NAWALA (idetalye ang mga tiyak na pagkalugi na natamo sa petsa ng aplikasyon dahil sa COVID-19)

17. ANG ORGANISASYON BA, NEGOSYO, O ISANG NAKALISTANG MAY-ARI AY MAY MGA MALAKING KASALUKUYANG HATOL, BUWIS NA NAGHIHINTAY O BANTA SA MGA PAGLILITIS SA PAGKALUGI, NAKABINBIN O NAGBANTA LABAN SA KANILA, O KRIMINAL NA PAGLILITIS? Kung "Oo", ipaliwanag lamang.

18. ANG ORGANISASYON, NEGOSYO, O ISANG NAKALISTANG MAY-ARI AY DELINGKUWENTE SA ANUMANG PEDERAL, PANG-ESTADO, O LOKAL NA BUWIS O PAGTATASA; TUWIRAN O GARANTISADONG MGA PAUTANG; MGA UPA; MGA KONTRATA ;MGA GAWAD; MGA PAGBABAYAD NG CHILD SUPPORT; O ANUMANG IBA PANG MGA OBLIGASYON? Kung "Oo", ipaliwanag lamang.

19. ANG ORGANISASYON BA AY HUMILING NG PAGPOPONDO, KABILANG ANG MGA GAWAD AT PAUTANG NG ANUMANG URI, MULA SA IBANG MGA PINAGKUKUNAN MULA MARSO 1, 2020 NA MAY KINALAMAN SA KAHIRAPAN SA PANANALAPI NA NAGRERESULTA MULA SA COVID-19? Kung "Oo", mangyaring ilarawan ang lahat ng iba pang mga mapagkukunan ng pagpopondo na inilapat at kaukulang halaga.

20. KABUUANG HALAGA NA INAPROBAHAN MULA SA LAHAT NG PONDONG PINAGKUKUNAN

21. ANG KABUUANG HALAGA NA HINILING BILANG BAHAGI NG APLIKASYONG ITO.

22. ANG ORGANISASYON BA O MAY -ARI NG ORGANISASYON, NA NAG-AAPLY PARA SA PAGPOPONDO SA ILALIM NG IBANG EIN?

23. ILARAWAN KUNG PAANO GAGAMITIN ANG MGA PONDONG HINILING MULA SA MALIIT NA NEGOSYONG EMERHESYANG GAWAD NA PROGRAMA NG KODIAK. (Mangyaring maging partikular, kabilang ang mga halaga ng dollar at timelines.)

24. ILANG LINGGO O BUWAN NA ANG MGA PONDO NA HINILING MULA SA MALIIT NA NEGOSYO EMERHENSYANG GAWAD NA PROGRAMA NG KODIAK SASANG-AYUNAN ANG NEGOSYO KUNG ANG KASALUKUYANG MGA KONDISYON AY MAGPATULOY? (Mangyaring maging partikular at isama ang mga timeline)

25. MANGYARING ISAMA ANG ANUMANG KARAGDAGANG IMPORMASYON NA PINANINIWALAAN MONG DAPAT ITURING NA BAHAGI NG APLIKASYONG ITO NA HINDI TUWIRANG TINALAKAY SA NAUNANG TANONG.

-
- Maglakip ng isang kopya ng dokumentadong mga pagkalugi o karagdagdag gastos na direktang may kaugnayan sa COVID-19 (ang mga halimbawa ay kinabibilangan ng Iskedyul C para sa 2019 sa mga inaasahang kitang pagkalugi o tubo at pagkawala ng pahayag para sa Enero hanggang Abril 2019 at 2020 upang ipakita ng mga pagkalugi). [Ang mga negosyo na hindi nagpatakbo noong Marso at Abril ay dapat magpakita ng mga inaasahang pagkalugi, i.e. pagkansela ng mga booking, pagbalik ng deposito.]
 - Kung ang negosyo ay nagpatakbo sa loob ng lungsod ng Kodiak sa panahon ng 2019-2020 , ilakip ang nakaraang 3 quarters na Sales Tax sa lungsod ng KODIAK.
 - Ilakip ang kopya ng kasalukuyang Alaska business license o CFEC
 - Kung ipinagkaloob ang isang Gawad, ang aplikante ay aatasan na magsumite ng isang nakumpletong W-9 bago ang pagtanggap ng pagpopondo.
-

PAUNAWA

1. Ang pag-aaply ng isang Maliit na Negosyo Emerhensyang Gawad na Programa ng Kodiak ay HINDI NAGGAGARANTIYA na ipagkaloob ang pagpopondo. Lahat at anumang ipagkakaloob ay ibabatay sa mga pondong makukuha.
2. Ang aplikante ay sumasang-ayon na ang Kodiak Economic Development Corporation at mga opisyal nito ay hindi nakakapinsala mula sa anumang mga hiling na nagmumula sa aplikasyon. Ang aplikante ay kusang talikdan at pakawalan ang anumang hiling na nagmumula sa o may kaugnayan sa aplikasyon na ito ay maaaring magkaroon ng laban sa Kodiak Economic Development Corporation at mga opisyal nito.
3. Ang tanging responsibilidad ng aplikante na magpasiya o humingi ng independiyenteng payo upang matukoy ang implikasyon ng buwis sa aplikante at mga may-ari nito. Mangyaring kumpirmahin ang iyong pag-unawa sa mga mga pagtatanggi na ito sa pamamagitan ng pagklik sa "Oo".

SERTIPIKASYON

Sa pag-sulat ng pangalan ko sa puwang sa ibaba, pinatutunayan ko na lahat ng impormasyong nasa aplikasyong ito ay totoo at tumpak. Sang-ayon akong tumulong sa KEDC sa pagpapatunay ng anumang impormasyon na ibinigay sa aplikasyon na ito at magbigay ng karagdagang impormasyon, kung hiniling.

Nabasa at naunawaan ko ang aplikasyong ito. Ako ay may awtoridad na kumpletuhin at isumite ang aplikasyon na ito para sa ngalan ng aplikante. Tiniyak ko na ang mga pahayag na nakapaloob dito ay totoo, tama at kumpleto. Inaako ko na ang mga mali at maling pahayag na ginawa sa aplikasyon ay para sa agarang pagtanggap sa aplikasyon.

Nakalimbag na pangalan

Lagda

Petsa

Opisina lamang ang gagamit

Application #: _____