

III. DISCUSSION

A. Applicable Law.

Alaska law requires, with some exceptions not relevant here, that a person be registered as a contractor before submitting a bid or working as a contractor:

A person may not submit a bid or work as a contractor until that person has been issued a certificate of registration as a contractor by the department.^[10]

A contractor is defined as

a person who, in the pursuit of an independent business, undertakes or offers to perform, or claims to have the capacity to perform, or submits a bid for a project to construct, alter, repair, move, or demolish a building, highway, road, railroad, or any type of fixed structure^[11]

The term “person” includes a corporation as well as a natural person.¹²

Summary Adjudication is appropriate where there is no genuine dispute between the parties as to any material fact.¹³ In evaluating a motion for summary adjudication, the non-moving party’s facts must be accepted as true without any attempt to weigh the evidence or evaluate witness credibility. The non-moving party need not show that it will ultimately prevail at trial,¹⁴ and all reasonable inferences are drawn in favor of the non-moving party.¹⁵

B. Did Kelly Wolf Submit a Bid or Work as a Contractor?

Mr. Wolf’s first argument in favor of summary adjudication is that he neither submitted a bid nor worked as a contractor. Mr. Wolf’s affidavit states that he did not sign the agreement with the City of Kenai for the Meeks Landing project and was not a party to that agreement.¹⁶ The agreement itself states that it is between YRC and the City of Kenai.¹⁷ Mr. Wolf states that the work on the Meeks Landing project was conducted by YRC employees.¹⁸

The Division does not dispute this evidence. Instead, it argues that the issue in this proceeding is “whether YRC was required to have a contractor’s license.”¹⁹ The Division asserts that YRC meets the definition of “contractor” for this project, and is a “person” under state

¹⁰ AS 08.18.011(a).

¹¹ AS 08.18.171(4).

¹² AS 01.10.060(8).

¹³ 2 AAC 64.250(a); *Mitchell v Teck Cominco Alaska, Inc.*, 193 P.3d 751, 757 (Alaska 2008).

¹⁴ *Alaska Rent-A-Car, Inc. v. Ford Motor Co.*, 526 P.2d 1136, 1139 (Alaska 1974).

¹⁵ *Mitchell*, 193 P.3d at 757 – 758.

¹⁶ Wolf Affidavit, ¶ 9.

¹⁷ Wolf’s Exhibit 1.

¹⁸ Wolf Affidavit, ¶ 8.

¹⁹ Opposition at 5.

law.²⁰ The Division asserts that because YRC was required to have a contractor’s license, “the department properly issued the Notice of Administrative Fine for \$1000.00 to Wolf , as YRC’s representative.”²¹

The Division’s argument is misplaced. YRC is not a party to this action. Whether it could have served YRC with a Notice of Administrative Fine by giving a copy of that notice to Mr. Wolf is not relevant. The notice being appealed was issued to Kelly Wolf. He is the named defendant, and the notice indicates that the named defendant was “Working as a contractor on a public construction project without a contractor’s license.”²² The undisputed evidence in this case is that if any person was working as a contractor on a public construction project, it was YRC; not Mr. Wolf.²³

The Division does assert that there is a genuine issue of material fact regarding whether Mr. Wolf was YRC’s agent and, as such, could be “held accountable for compliance with Alaska statutes and regulations.”²⁴ There is certainly evidence in the record that suggests Mr. Wolf was acting as YRC’s agent. That is not a material fact in this proceeding, however. To the extent Mr. Wolf was supervising that project; he was doing so as an agent, representative, or employee of YRC, and not “in the pursuit of [his own] independent business.”²⁵ The Division has cited no statute, regulation, or case law that would support imposing a fine on an agent or representative of the person working as a contractor without a license.²⁶

There is no evidence that Mr. Wolf was working as a contractor. At most, he was an employee or agent of YRC when YRC was working as a contractor. Accordingly, Mr. Wolf has not violated AS 08.18.011(a) and the Notice of Administrative Fine dated May 28, 2010, No. 10107, must be vacated.

It is important to note that this is a narrow ruling. This ruling is not meant to preclude a finding that YRC was or was not acting as a contractor without a license. Nor is it meant to preclude a finding that Mr. Wolf can or cannot be held personally liable for any monetary fine

²⁰ Opposition at 6.

²¹ Opposition at 8.

²² Division’s Exhibit 4, page 2.

²³ Both parties agree that YRC is a “person” under the applicable statutes and regulations. Wolf’s Motion at 2, n. 3; Opposition at 6, n. 2.

²⁴ Opposition at 3 – 4.

²⁵ AS 08.18.171(4).

²⁶ *Cf. Jensen v. Alaska Valuation Service, Inc.*, 688 P.2d 161, 162 – 163 (Alaska 1984) (Disclosed agents not personally liable for contracts made in their capacity as an agent.)

that might later be imposed on YRC. Those issues are not presented in this matter. The only issue in this matter is the Notice of Administrative Fine issued to Mr. Wolf in his personal capacity.

C. Other Factual Disputes.

The Division lists three additional facts in dispute. The Division states there is a genuine factual dispute regarding who was the YRC representative in charge of the Meeks Landing Trail project.²⁷ Whether Mr. Wolf was fully in charge of the project, and all negotiations leading up to that project, is not a material fact. There is no factual dispute that YRC was the entity responsible for employing individuals to work on the Meeks Landing project. Who was employed to negotiate and supervise the project is immaterial. To the extent any entity was a contractor, it would be YRC and not either Mr. or Mrs. Wolf.

Next the Division asserts a genuine dispute as to whether YRC solicited work or submitted proposals, and whether YRC is a recipient of grant money.²⁸ These facts might be relevant to whether YRC was acting as a contractor without a license, but they are not material facts regarding whether Mr. Wolf was acting as a contractor.

Finally, the Division asserts a genuine dispute regarding whether Mr. Wolf, as YRC's representative, sought information from the Department of Commerce, Community and Economic Development or from the Department of Labor. This factual dispute might be relevant to whether Mr. Wolf and YRC were on notice of statutory and regulatory requirements, but is not material to whether Mr. Wolf violated AS 08.18.011(a).

D. Was a Contractor's License Required for this Project?

As an independent basis for avoiding the administrative fine, Mr. Wolf also asserts that a contractor's license was not required for this project. This is a legal question that is not dependent on any facts in dispute in this proceeding.

A contractor is a person who performs work on, among other things, a highway, road, or any type of fixed structure.²⁹ Mr. Wolf argues that the trail in question does not meet the

²⁷ Opposition at 4.

²⁸ Opposition at 5.

²⁹ AS 11.18.171(4).

dictionary definition of either a highway or a road.³⁰ The Division argues that the trail is both a road and is a type of fixed structure.³¹

A road is an “open, gen. public way for the passage of persons, vehicles, and animals.”³²

A road is also defined as

an open way or public passage; a line of travel or communication extending from one town or place to another; a strip of land appropriated and used for purposes of travel and communication between different places.^[33]

State regulations describe a number of different specialty contractor trades. A road contractor performs services involving

(1) grading, filling, and leveling;

* * *

(4) sand, gravel, rock, and water hauling and dispersing;

(5) compaction;

* * *

(8) culverts.^[34]

The contract at issue specifies that YRC will install a gravel trail that will be compacted and will include three culverts.³⁵ This fits within the regulatory definition of the work performed by road contractors, and the trail fits within the general dictionary definition of a road. If Mr. Wolf had been performing this work for the City of Kenai, he would have been required to have a contractor’s license.

E. Is a Contractor’s License Required for a Non-Profit Corporation Performing Work on a Force Account Basis?

Mr. Wolf’s final argument is that because YRC was working on a “force account” basis, it did not need a contractor’s license for this project.

Force account construction occurs “when the grantee employs its own workers to perform publicly-financed construction work instead of contracting with a private contractor.”³⁶ It has also been defined as

the direct performance of work by Department employees, a cooperating State agency, [or] Municipality . . . by use of labor, equipment, materials and supplies furnished by them and used under their direct control.^[37]

³⁰ Wolf’s Motion at 4.

³¹ Opposition at 7.

³² Webster’s II New Riverside University Dictionary, 1988, page 1014.

³³ Black’s Law Dictionary, Abridged 6th Ed, 1991, page 923.

³⁴ 12 AAC 21.450.

³⁵ Wolf’s Exhibit 1, page 1.

³⁶ State of Alaska Administrative Order No. 199, October 1, 2002, page 1.

And,

Force Accounted is a term used to describe a construction project in which a city or borough serves as the contractor and constructs a project “in-house” using local labor. While different kinds of local entities may be legally permitted to use force accounting, this handbook focuses on the use of force account methods by cities/boroughs. In a force account project, workers are hired directly by the city/borough as public employees. The city/borough bears the final responsibility for hiring and firing employees, setting wages, paying wages, purchasing materials, and all aspects of construction.^[38]

Mr. Wolf argues that YRC received a grant to perform publically financed work and thus is exempt from having a contractor’s license. He has attached two informal Attorney General opinions to support his assertion.³⁹ Those informal opinions both discuss whether Little Davis Bacon Act (LDBA)⁴⁰ wages must be paid on certain construction projects when the recipient of a grant is performing work on a force account basis.

The projects discussed in these informal opinions occurred in unincorporated areas of the State where there is no local government. Accordingly, the public funds appropriated for those projects were distributed as grants to a non-profit entity rather than as grants to a local government. The opinions state that there is no reason to require payment of LDBA wages where the work is performed by the non-profit grantee rather than a local government grantee.

The Meeks Landing project, however is in an area that does have a local governing body. It is not clear that the Attorney General would have reached the same conclusion as to the need to pay LDBA if there had been a local government that could have received the grant and performed the work.

In addition, the informal opinions relied on only determined the question of LDBA wages. Registration of contractors ensures that construction projects will be managed by someone with a surety bond and insurance.⁴¹ The bond and the insurance provide protection for the public and the project owner that is more important when a private entity is working on the project than when a government entity is the contractor. Even if these Attorney General opinions

³⁷ Dept. of Transportation and Public Facilities Policy and Procedure 10.02.012, attached as Attachment A.

³⁸ Community Development Block Grant Application Handbook, attached as Attachment B.

³⁹ Wolf’s Exhibit 3, page 6 (Informal Opinion dated May 9, 1983); Wolf’s Exhibit 3, page 3 (Informal Opinion dated October 5, 1982).

⁴⁰ See AS 36.05.010 (payment of prevailing wages on public construction projects).

⁴¹ 12 AAC 21.020(c)(2) & (3).

do exempt non-profits from paying prevailing wages, they do not also exempt non-profits from having any required license.

If Mr. Wolf had been awarded either a contract or a grant to perform the Meeks Landing Trail project, he would have been required to have a contractor's license to perform this work, regardless of whether he would also have been required to pay LDBA wages.

IV. ORDER

Kelly Wolf is the named defendant on the Notice of Administrative Fine. As discussed above, Mr. Wolf did not act as a contractor. Accordingly, he did not violate AS 08.18.011(a). The Notice of Administrative Fine is hereby VACATED.⁴²

The hearing scheduled for November 5, 2010 is VACATED.

DATED this 15th day of October, 2010.

By: Signed
Jeffrey A. Friedman
Administrative Law Judge

Adoption

The undersigned, in accordance with AS 44.64.060, adopts this Decision and Order as the final administrative determination in this matter.


Judicial review of this decision may be obtained by filing an appeal in the Alaska Superior Court in accordance with Alaska Rule of Appellate Procedure 602(a)(2) within 30 days of the date of this decision.

DATED this 5th day of November, 2010.

By: Signed
Jeffrey A. Friedman
Administrative Law Judge

[This document has been modified to conform to technical standards for publication.]

⁴² The Administrative Law Judge is the final decision maker in this action, subject to any review by the superior court. AS 18.18.125(d).

	STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES		POLICY AND PROCEDURE NUMBER 10.02.012	PAGE 1 of 5
	Policy and Procedure		EFFECTIVE DATE February 28, 2001	
SUBJECT Force Account Construction		SUPERSEDES 05.01.080	DATED 5/25/94	
TITLE Procurement and Property	CHAPTER Contracting	APPROVED BY		

PURPOSE

To provide guidance and establish the criteria in requesting approval for use of force account work on construction related projects. This policy and procedure applies to all construction projects, regardless of estimated project cost or source of financing.

POLICY

In accordance with Federal requirements and State law, it is the policy of the Department that force account construction may be performed by:

- the Alaska Department of Transportation and Public Facilities (DOT&PF, or Department),
- a cooperating State agency,
- a Municipality,
- Tribal entities [for Federal Aviation Administration (FAA) AIP funded projects] Tribal entities are identified in *Federal Register Notice, Vol. 60 No. 32*, dated Thursday, February 16, 1995.

A non-profit, or private organization, is not eligible to perform any force account work under the financial control of the State.

PROCEDURE

Generally, construction of public works is accomplished by the competitive bid process (AS 36.30, the State Procurement Code). However, when cost effective and in the best interest of the State, a cooperating State agency, or in the case of a FAA project, a Municipality, or Tribal entity may perform the work.

For State funded force account work that is less than \$100,000, the Division/Regional Director may make the determination of public interest in support of the proposed force account work. A copy of the Director's determination on public interest must be sent to the DOT&PF Chief Contracts Officer.

For all Federally funded force account work and all State funded force account work that exceeds \$100,000, a written PIF must be submitted to and approved by the DOT&PF Chief Contracts Officer prior to the work.

The PIF must describe the cost effectiveness and efficiency to be achieved in the use of force account labor, equipment, materials and supplies. Other information that may be helpful to the determination may also be added.

Before the Public Interest Finding is submitted to the Chief Contract Officer, it must be routed through the appropriate Director for signature on the "approval recommended" portion of the PIF.

Any entity that performs force account work under an agreement with the State is subject to financial audit and must be able to submit all requested, relevant financial documents.

Force Account PIF Informational Requirements

There is no standard form for submitting a Force Account, Public Interest Funding. However, the force account PIF must show that the proposed work is cost effective and in the best interest of the State by giving:

- A. The estimate of all costs on wage rates, non-salary expenses, indirect costs, and a comparison of costs between force account construction and a competitively bid construction contract. The estimated cost of construction by force account must be less than the estimated cost to perform under a competitively bid contract. Costs for mobilization of equipment must be included in the cost comparison.
- B. An explanation of:
 - the entity's resources (labor, material, equipment, and financing) and workload as they affect their ability to satisfactorily do the work;
 - the date when the work is estimated to be completed; or
 - dates when the work will occur.
- C. A description of the nature and extent of the proposed force account work.
- D. A description of the benefits of using force account in lieu of the competitive bid process.

Comparisons in A and D above should be based on actual costs. When "actual" costs are not available, the following information must be provided:

LABOR - A detailed evaluation of the labor costs to perform the work. This must include the labor rates (including benefits) for State or municipal forces compared to the Davis-Bacon wage rates a Contractor must pay.

1. **EQUIPMENT** - This element should compare the Blue Book costs for the Contractor's equipment to the State's or the Municipality's rate for the same equipment.
2. **MATERIALS & SUPPLIES** - Assume these costs would be the same for the State, or a Municipality's as that of a contractor. To the Contractor's cost, add a reasonable profit factor for the effected region of approximately 5% - 10%.
3. **COST OF BIDDING** - Include a reasonable cost (e.g. \$5,000) for processing a solicitation. If the project is under \$100,000 this factor need not be applied.
4. **RECORDS** - Complete records documenting all expenditures on the project must be kept for inspection by review by Concurrent Review, or the Quality Assurance Engineer, on all force account projects.

A Municipality that assumes a DOT&PF project must request and receive approval from the DOT&PF the authority to perform any force account work. This request must be in form of a letter or by a resolution by that agency.

Other Information About the Force Account PIF

All anticipated force account expenses, including the cost of materials and commodities, must be included in the Public Interest Finding document. Even when materials that will be used in the work are on hand or a carryover from a previous project, the value of these materials must be estimated in the PIF and compared to the cost of similar materials from a Contractor.

Further:

- A force account project cannot have significant activities related to Right of Way, Utility or Environmental issues, unless or until they have been adequately addressed and recorded in the force account project records.
- If a force account project is in response to an emergency, the reason(s) that an emergency exists(ed) must be documented (see DPDR 10.01.040 for and explanation of how an emergency can be declared and when an emergency applies to force account work).
- When materials are procured for force account work, they may only be paid for at the amount invoiced by the supplier.
- Once a competitive procurement contract has been established for a project, the Department cannot perform any portion of the work with it's forces, unless approval has been received in advance from the DOT&PF Chief Contracts Officer for coincidental work activities.
- Minimum wage rate requirements do not apply to force account work.
- The appropriate Director must assure that proper contract administration of all force account projects under their jurisdiction is carried out.
- Records documenting all work on a force account project, including the names of the employees involved, must be kept in the project files. These records must be immediately available upon request.

THE FORCE ACCOUNT AGREEMENT

Force account construction is typically allowed with an entity by way of a written contract, a Memorandum of Understanding (MOU), a Memorandum of Agreement (MOA), or a Transfer of Responsibility Agreement (TORA). Such articles are formalized only after securing approval of the force account determination. An agreement shall not be finalized (i.e. signed as a contract) before the PIF is approved.

A reminder:

- A Memorandum of Understanding (MOU), or a Memorandum of Agreement (MOA) is utilized between the Department and other State agencies, the Federal Government, or with a Municipality.
- A Transfer of Responsibility Agreement (TORA) is used for an agreement with a Municipality or Borough.

DEFINITIONS

Construction or a derivative of the term construction -

means construction, reconstruction, alternation, improvement or major repair.

Cost Effective -

means the use of labor, equipment, materials and supplies in a way(s) that assures the lowest overall cost.

Department -

means the Department of Transportation and Public Facilities (DOT&PF).

Force Account -

means the direct performance of work by Department employees, a cooperating State agency, Municipality or (for Federal Aviation Administration [FAA] AIP funded projects - Tribal entity [see FAA guidance documents when performing force account work with FAA funds]) by use of labor, equipment, materials and supplies furnished by them and used under their direct control.

State's best interest -

There is no single or comprehensive definition established by statute or code that fits the term "*in the state's best interest*" for every occasion. In 2 AAC 12.415, within the context of Single Source procurements (and which works for this document), is the definition: ". . . a determination that is reasonable under the circumstances and is neither arbitrary, capricious, or prompted by corruption."

The terms "*best interest*," "*best interest of the public*," "*best interest of the state*," "*best interest of the department*" and, "*advantageous to the state*" (or similar sentence structure) should be considered synonymous terms.

Public Interest Finding (PIF) -

A Public Interest Finding is the typical document and permanent record used to satisfy a '*findings-of-fact*' and "*State's best interest*" requirements on certain types of construction related work. Force account is but one form of procurement that requires a PIF.

AUTHORITY

State Statutes

AS 19.10.170, AS 35.15.010, AS 35.15.080-120, AS 44.33.300

State Codes

17 AAC 055.030

United States Code

23 USC 112

Code of Federal Regulations

23 CFR 635. Subpart B Force Account Construction

23 CFR 172.13

Federal Aviation Administration

- AIP Handbook - FAA Order 5100-38A, page 130, section 4, Sponsors Force Account, paragraph 1230-1234;
- FAA Advisory Circular 150-5100-10A, Account Records Guide for Airport Aid Sponsors (published 1976), page 21, paragraph 42, Force Account;
- FAA Advisory Circular 150-5370-10A, page 43, paragraph 90-05, General Provisions on Standards for Special Construction of Airports - Payments for Force Account Work

Other Reference Sources

- Alaska Construction Manual, Section 2.08.02 - Change Orders
- Project Control Operations Manual - Chapter IV, "Transfer of Responsibility Agreements (TORAs)"

IMPLEMENTATION RESPONSIBILITY

DOT&PF Chief Contracts Officer

DISTRIBUTION

All holders of the Policy and Procedures Manual

Community Development Block Grant Program
FFY 2009 Distribution Schedule

Grant Application letter Distributed September 4, 2009
to Eligible Applicants

Completed Applications Due to DCCED Fairbanks Office..... December 4, 2009

IMPORTANT: See Notes on Page 19 for Application Submission Details.

Award Announcement March 2010

STEP #5:
Budget: CDBG Request,
Cash Match, In-Kind Contributions, and Total Project Cost

The Proposed Budget should consist of four parts:

- | |
|---|
| <p>① CDBG Request</p> <p>②+ Cash Match</p> <p>③+ In-Kind Contributions</p> <hr/> <p>④= Total Project Cost</p> |
|---|

Each applicant for CDBG grant funds will be required to provide some matching funds if the application is to receive the maximum points available in project review. Ideally, a minimum of 25% match will be provided from other sources. **The source of all matching funds, whether cash or in-kind, must be identified and documented and their receipt verified in writing if maximum points are to be awarded.**

The four components of the Proposed Budget (CDBG Request, Cash Match, In-Kind Contributions, and Total Project Cost) should identify specifically what funds are required, by line item, under each of the components. **The Proposed Budget should reflect that the CDBG Request, in conjunction with Cash Match and In-Kind Contributions, is sufficient to ensure that the proposed project will be completed in a timely and efficient manner and that the project, in and of itself, will provide a direct benefit to the Low and Moderate income residents of the area.**

Applicants should describe in the Budget Narrative and Computation sections how the CDBG Request, the Cash Match, and the In-Kind Contributions were computed. Each section should include an explanation and a cost estimate for each line item for which funds are requested or identified. Documentation for all costs, including their source and nature, must be included in the Application Packet if the application is to receive the maximum points available in project review.

Applicants are advised to ensure that all potential costs for carrying out the project are identified and outlined in the proposed budget. For example, applicants should consider whether the project will be Force Accounted or Contracted-Out when preparing the proposed budget. Descriptions of both are provided below:

FORCE ACCOUNTED: Force Accounted is a term used to describe a construction project in which a city or borough serves as the contractor and constructs a project “in-house” using local labor. While different kinds of local entities may be legally permitted to use force accounting,

this handbook focuses on the use of force account methods by cities/boroughs. In a force account project, workers are hired directly by the city/borough as public employees. The city/borough bears the final responsibility for hiring and firing employees, setting wages, paying wages, purchasing materials, and all aspects of construction. Two questions should be kept in mind when considering whether or not to use Force Accounting for a construction project. The first is whether or not the city/borough is **capable** of handling the technical aspects and labor requirements of the construction project. The second is whether or not the city/borough and the community have the **commitment** to provide the labor force, training programs, and supportive attitude necessary to successfully complete a force account construction project.

CONTRACTED OUT: Contracted Out is a term used to describe a project in which the city, borough, signs a contract with an outside firm to complete the construction project. Projects which involve construction, remodeling, site development, major equipment installation, or other similar activity which involves the use of **contracted labor and services**, must comply with the Davis-Bacon Wage Act and other federal labor standards requirements. When projects are contracted out, the contractor, not the city/borough, is responsible for hiring and firing employees, determining wages, paying wages, purchasing materials, and all aspects of construction which are part of the contract. There are several different construction contracting options, such as fixed-price, guaranteed maximum-price, design-build, turnkey, and construction management. In computing proposed budgets, applicants should be aware that if a project involves contracted labor or services, provisions of the Davis-Bacon Act will apply. Those provisions are partially outlined below:

- ✓ The Davis-Bacon Act requires that workers receive no less than the prevailing wage being paid for similar work in their locality. All contracted labor must be paid the prevailing wage rate issued by the U.S. Department of Labor for the specific geographic region in which the project is located. The U.S. Department of Labor also issues federal wage determinations for each classification of work. See Application Packet Instructions for further instructions on meeting labor requirements.
- ✓ Davis-Bacon wage rate provisions apply when funds are used for equipment purchases which require installation, and the installation involves “more than an incidental amount” of construction work.
- ✓ Davis-Bacon wage rate provisions do not apply to equipment purchases where the cost of installation is less than 13% of the cost of the equipment.
- ✓ Davis-Bacon wage rate provisions apply to all CDBG construction contracts, alterations, or repair contracts over \$2,000 except for contracts for: rehabilitation or new construction of a residential property that contains less than eight units; apprentices registered in a bona-fide apprenticeship program approved by the Department of Labor or recognized State Apprenticeship Council; trainees employed under a program which has been approved by the Department of Labor; and Force Account employees of a State or political subdivision.
- ✓ Contracting out triggers other Federal Labor Standards requirements. Applicants are encouraged to request a complete Federal Labor Standards compliance packet before

submitting an application, so that they may be fully informed of all the required provisions and how those may affect potential project costs.

Applicants are advised that the maximum amount which may be requested for Administrative Costs is 5% of the amount requested under the CDBG Request component.

Applicants must include an Operation and Maintenance budget for Community Development projects which identifies the long-range plan for financial and physical operation and maintenance of any facility or equipment constructed with or purchased with CDBG funds.

Under no circumstances may costs incurred prior to an award of CDBG funds be eligible for reimbursement through this grant program.