

**RESOLUTION 2011-27**

**A RESOLUTION ENTERING INTO AN AGREEMENT WITH THE OREGON DEPARTMENT OF LAND CONSERVATION DEVELOPMENT FOR THE PURPOSE OF PROVIDING FUNDING FOR TECHNICAL ASSISTANCE WITH AN ADMINISTRATIVE REVIEW AND EVALUATION OF WATER DEPENDANT LAND SUPPLY, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT**

**WHEREAS**, the City of Garibaldi seek to evaluate the current inventory of water dependant land within its municipal boundary in a manner that is consistent the City's Comprehensive Plan and the State of Oregon's Land Use Planning Goals; and

**WHEREAS**, the City of Garibaldi has applied for, and been awarded, a grant from the Department of Land Conservation and Development for \$4,000 for the purpose of funding a review and evaluation of its water dependant lands; and

**WHEREAS**, the City of Garibaldi has adequate funds budgeted for this proposed use for the 2011/2012 fiscal year; and

**WHEREAS**, City staff have reviewed the proposed agreement by the Oregon Department of Land Conservation and Development to have the City of Garibaldi accept and expend these funds; NOW, THEREFORE

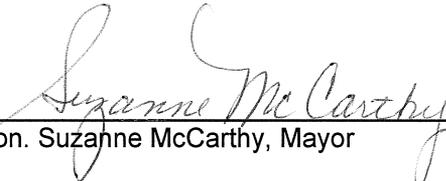
**THE COMMON COUNCIL OF THE CITY OF GARIBALDI RESOLVES AS FOLLOWS:**

**Section 1.** The Mayor is hereby authorized to sign the State of Oregon Department of Land Conservation and Development Grant Agreement identified as Grant No. TA-306-12-002 which is attached as Exhibit A and incorporated by reference into this resolution, on behalf of the City of Garibaldi.

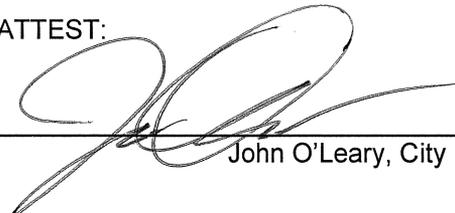
**Section 2.** The Council directs the City Manager of the City of Garibaldi to be the City's representative to the Oregon Department of Land Conservation and Development for the purpose of administering this agreement.

**Section 3.** This resolution is effective on the date of adoption.

**PASSED BY THE COMMON COUNCIL AND APPROVED BY THE MAYOR**, this 21<sup>st</sup> day of November, 2011.

  
\_\_\_\_\_  
Hon. Suzanne McCarthy, Mayor

ATTEST:

  
\_\_\_\_\_  
John O'Leary, City Manager

RESOLUTION 2011-\_\_\_\_ - EXHIBIT A

**Oregon Department of Land Conservation and Development  
FY11-12 Grant Agreement**

**Date** October 26, 2011

**Type of Grant**  
Coastal TA

**Grantee Name**  
City of Garibaldi

**Grant No.**  
TA-306-12-002

**Street Address**  
PO Box 708  
Garibaldi, OR 97118

**DLCD Share of Cost**  
\$4,000.00

**Award Period**  
Date of last signature through June 30, 2012

**Recipient Share of Cost (if applicable)**  
\$4,000.00

<b>Authority</b>	<b>State General Fund</b>	<b>Federal Fund</b>	<b>Total Cost</b>
CFDA 11.419		X	\$8,000.00
Coastal Zone Management Administrative Awards			
Department of Commerce			
National Oceanic and Atmospheric Administration (NOAA)			
Federal Grant No. NA11NOS4190100 Award Amount: \$2,266,000			

**Project Title**  
Evaluation of Water Dependent Lands Supply

**Grantee Representative**  
John O’Leary, City Manager  
503-322-3327  
[john@ci.garibaldi.or.us](mailto:john@ci.garibaldi.or.us)

**DLCD Grant Manager**  
Matt Spangler  
541-574-1095  
[matt.spangler@state.or.us](mailto:matt.spangler@state.or.us)

This Grant, approved by the Program Manager of the Coastal Program of Department of Land Conservation and Development, acting on behalf of the Land Conservation and Development Commission, is issued in duplicate and constitutes an obligation of funds in return for the work described herein. By signing the two documents, the Grantee agrees to comply with the grant provisions attached.

Upon acceptance by the Grantee, the Grantee shall sign both copies of this agreement and return both signed copies to DLCD within **30 days** of the date of this agreement. If not signed and returned, without modification, by the Grantee within **30 days** of receipt by the Grantee, the Grant Manager may unilaterally terminate this grant. Upon receipt of the signed agreement the DLCD Grant Program Manager shall sign and return one copy to the Grantee.

The effective date of this grant is the latest date on which all parties have signed this grant. Funds provided in this grant can only be used for expenditures incurred after that date and before the date specified above as the closing date. This grant may be amended according to the policies and procedures of DLCD, and with the agreement of all parties to the agreement.

**For the Grantee:** **Title** **Date**

**Typed Name and Signature of Authorized Official**

**Signature of DLCD Program Manager** **Date**

**ATTACHMENT A  
SPECIAL AWARD CONDITIONS**

1. This award number TA-306-12-002 supports the work described in the City of Garibaldi's proposal entitled "Evaluation of Water Dependent Lands Supply", dated August 15, 2011, which is incorporated into this award by Attachment E. Where the terms of the award and proposal differ, the terms of this award shall prevail.

This award requires the City of Garibaldi to provide a minimum of \$4,000.00 in project-related matching costs from non-federal sources. The non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the state share. Exceptions to this requirement may be approved by the Grant Manager based on demonstration that the schedule of tasks for the project and the rate of local match for these tasks justify a delayed payout of cash or in-kind contributions. In any case, the **Grantee** must fulfill the non-Federal cost share commitment over the life of the award.

2. The **Grantee** must maintain an accounting for \$8,000.00 in its official records.
3. **Grantee agrees** to perform the following activities.

**TASK 1:**

Draft Inventory and analysis of water dependent shorelands in Garibaldi; findings establishing minimum supply requirements in accordance with Division 37 rules.

**DUE DATE: December 31, 2011**

**TASK 2:**

Adopted inventory, zone map and/or code amendments.

**DUE DATE: Adopted through PAPA by 06/30/2012**

4. The cover or the title page of all reports, studies, or other documents supported in whole or in part by this award shall acknowledge the financial assistance provided by the Coastal Zone Management Act of 1972, as amended, administered by the Office of Ocean and Coastal Resource Management, National Oceanic and Atmospheric Administration, and the Ocean and Coastal Management Program, Department of Land Conservation and Development.
5. Reporting Schedule  
Report on Task 1 process  
**DUE DATE: December 31, 2011**  
Final report  
**DUE DATE: June 30, 2012**
6. Payment Schedule:  
**On or after December 31, 2011:** Reimbursement up to \$3,000.00 based on documentation of work performed on Task 1 above, as approved by the Grant Manager and with receipt of a completed and signed DLCD Reimbursement Request for work performed, subject to Grant Manager approval.

**On or after June 30, 2012:** Reimbursement up to \$1,000.00 based on documentation of work performed on Task 2 above, as approved by the Grant Manager and with receipt of a completed and signed DLCD Reimbursement Request for work performed, subject to Grant Manager approval.

7. **Grantee agrees** to provide at least 1:1 match from non-federal sources and to maintain in its official accounting records an accounting for \$8,000.00.
8. **Grantee agrees** the final products (with the exception of the “model ordinance”). Including, but not limited to, ordinances, maps, data bases, supporting documents, and photographs shall be adopted and/or approved by the governing body.
9. **Grantee agrees** any notice issued by the grantee, which is eligible for reimbursement under ORS 215.503 (County)/227.186 (City) [Measure 56]. Will not be submitted for reimbursement under this grant.
10. **Grantee agrees** to consult closely with the DLCD grant manager to ensure adoption of grant products and proper submission under the post-acknowledgment plan amendment process. This will be completed within the approved grant period for this grant.
11. **Grantee agrees** that draft products may be accepted instead of adopted products when requested in writing by the grantee and authorized in writing by the DLCD Grant Manager if substantial progress has been made toward adoption and that adoption will be scheduled to occur in a reasonable time frame following grant closeout.
12. For awards that result in collection or production of geospatial data, (e.g., information for GIS data layers, acquisition of topographic or bathymetric data or other remotely sensed data), the **Grantee** will provide relevant information (e.g., expected dates of data collection, type of collection, flight lines, etc.) to Grant Manager as early as practicable before data collection commences as required by NOAA OCRM.
13. **Grantee agrees** to comply with GIS standards and contents requirements per Attachment C. GIS products will comply with State of Oregon Standards as defined in Attachment C.
14. **Grantee agrees** that DLCD may display appropriate products on its web interface and/or incorporate GIS data generated as part of this grant and any additional data provided that is not specifically restricted into state agency databases, acknowledging that the grantee and agents of the grantee are not responsible for the accuracy of said data. DLCD may also share the data specifically generated with grant funds with other agencies and organizations, as this is data that DLCD owns.
15. **Grantee agrees** the city will share all GIS products, produced during and subsequent to the grant period, with DLCD. The charge to DLCD for such data shall be limited to the city’s actual cost of reproduction (printing or electronic copy).

16. Activities of the Oregon Coastal Management Program lead to extensive leveraging of resources in the coastal zone. Past requirements were to report only federal funds used, and matching dollars required. Matching dollars reported should be limited to the amount identified in the grant. Grantee is now required to include in all reports submitted under this grant the amount of funding leveraged as well as funding received and matched. See definitions which follow:

**DEFINITIONS**

**RECEIVED** dollars are funds received for work under this grant agreement.

**MATCHED** dollars are funds used to match received dollars.

**LEVERAGED** dollars are funds in addition to received and matched dollars that are spent on an OCMP funded project. For example, a project where a grantee partners with a private consultant to develop a greenway plan for a coastal community. The city planning department provides the required OCMP match. During the project, the city's recreation department contributes staff time to conduct visioning and public outreach for the greenway project. The cost to the recreation department to conduct the visioning and outreach activities can be considered leveraged project dollars.

In-kind funds and services that qualify under Office of Management and Budget Circular A-87

**ATTACHMENT B**  
**STANDARD AWARD CONDITIONS**

1. ***DLCD Funds:*** DLCD certifies that at the time this grant is written sufficient funds are available and authorized.
2. ***Reporting:*** At any time during the grant period, when requested by the DLCD Grant Manager, **Grantee** shall provide a written report on the status and progress of work performed under this grant.
3. ***Payments:*** DLCD payments to **Grantee** shall be made in accordance with the grant payment schedule described in paragraph 6 above. Payment is contingent upon DLCD's acceptance of the products produced under the grant. **Grantee agrees** that reimbursement of all payments is contingent upon compliance with all the terms and conditions of this grant agreement.
4. ***Penalty:*** Payments to **grantee** may be withheld, reduced, or reverted if DLCD determines that work performed under the grant is unsatisfactory, based on the best professional judgment of the DLCD Grant Manager, or if one or more terms or conditions of this agreement have not been met.
5. ***Termination:***
  - a. DLCD's Right to Terminate at its Discretion. At its sole discretion, DLCD may terminate this Grant Agreement:
    - i. For its convenience upon thirty (30) days' prior written notice by DLCD to **Grantee**;
    - ii. Immediately upon written notice if DLCD fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products; or
    - iii. Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the DLCD's purchase of the Work or Work Products under this Grant Agreement is prohibited from paying for such Work or Work Products from the planned funding source.
  - b. DLCD's Right to Terminate for Cause. In addition to any other rights and remedies DLCD may have under this Grant Agreement, DLCD may terminate this Grant Agreement immediately upon written notice by DLCD to **Grantee**, or at such later date as DLCD may establish in such notice, or upon expiration of the time period and with such notice as provided below, upon the occurrence of any of the following events:
    - i. **Grantee** is in default because **Grantee** institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
    - ii. **Grantee** is in default because **Grantee** commits any material breach or default of any covenant, warranty, obligation, or agreement under this Grant Award, fails to perform the Work under this Grant Award within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger **Grantee's** performance under this Grant Award in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after DLCD's notice, or such longer period as DLCD may specify in such notice.
  - c. **Grantee's** Right to Terminate for Cause. **Grantee** may terminate this Grant Award with written notice to DLCD upon the occurrence of the following events:
    - i. DLCD is in default because DLCD fails to pay **Grantee** any amount pursuant to the terms of this Grant Agreement, and DLCD fails to cure such failure within thirty (30)

calendar days after **Grantee's** notice or such longer period as **Grantee** may specify in such notice; or

- ii. DLCD is in default because DLCD commits any material breach or default of any covenant, warranty, or obligation under this Grant Agreement, fails to perform it's commitments hereunder within the time specified or any extension thereof, and DLCD fails to cure such failure within thirty (30) calendar days after **Grantee's** notice or such longer period as **Grantee** may specify in such notice.
  - d. Return of Property. Upon termination of this Grant Award for any reason whatsoever, **Grantee** shall immediately deliver to DLCD all of DLCD's property (including without limitation any Work or Work Products for which DLCD has made payment in whole or in part) that is in the possession or under the control of **Grantee** in whatever stage of development and form of recordation such **Grantee** property is expressed or embodied at that time. Upon receiving a notice of termination of this Grant Agreement, **Grantee** shall immediately cease all activities under this Grant Award, unless DLCD expressly directs otherwise in such notice of termination. Upon DLCD's request, **Grantee** shall surrender to anyone DLCD designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products.
6. **Failure to Comply:** If **Grantee** fails to comply with any of the requirements or conditions of this agreement, DLCD may, without incurring liability, refuse to perform further pursuant to this agreement. DLCD shall make no further reimbursement to **Grantee** and **Grantee** shall upon demand by DLCD promptly repay DLCD.
  7. **Accounting and Fiscal Records:** Using standard accepted accounting and fiscal records, the **Grantee** shall maintain records of the receipt and expenditure of all funds subject to this grant agreement for a period of three years after the closing date. Grant accounting records will be separately maintained from other accounting records.
  8. **Closeout report:** The **Grantee** shall submit a closeout report to DLCD within 30 days after termination of the grant period.
  9. **Subsequent funding:** Eligibility for subsequent funding is contingent upon receipt of such reporting by DLCD.
  10. **Closeout Penalty:** DLCD reserves the right to reduce or withhold final payment if a closeout report is not submitted to DLCD after the 30 days, as referenced in Standard Condition Number 8. DLCD shall authorize payment to the **Grantee** within 90 days of the time all required work is accepted by the DLCD Grant Manager after review for compliance with the grant conditions.
  11. **Audit:** The Attorney General of the State of Oregon and the Director of DLCD or any other duly authorized representative of the department, shall have access to and the right to examine any records of transactions related to this agreement for three years after the final payment under this agreement is authorized by the department.
  12. **Indemnity:** City/County and DLCD each shall be responsible, to the extent permitted by the Oregon Tort Claims Act (ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

13. **Appropriate use of funds:** Grant funds cannot be used for any purpose other than that stated in the work plan before the beginning date, or after the end date of the grant.
14. **Amendments:** Amendments must be facilitated by the DLCD Grant Manager. An amendment may be initiated at any time during the grant period, but not past 30 days prior to the end date on a grant period of one year or less.
15. **Travel:** DLCD will reimburse **Grantee**, within the not-to-exceed amount identified in the budget as appended to this award, for travel only when the travel is essential to the normal discharge of DLCD's responsibilities. **Grantee** shall conduct all travel in the most efficient and cost-effective manner resulting in the best value to the DLCD. The travel must comply with all the requirements set forth in this section and must be for official DLCD business only. **Grantee** shall provide DLCD with receipts for all travel expenses except meals. All **Grantee** representatives will be limited to economy or compact-sized rental vehicles, unless **Grantee** personally pays the difference. DLCD will reimburse travel and other expenses of the **Grantee** at rates set forth in the Oregon Accounting Manual as of the date **Grantee** incurred the travel or other expenses. The Oregon Accounting Manual is available at [http://www.oregon.gov/DAS/SCD/SARS/oam\\_toc.shtml](http://www.oregon.gov/DAS/SCD/SARS/oam_toc.shtml) .

**ATTACHMENT C**

**DLCD Content Standard and Requirements  
For the GIS Grant Products  
For City of Garibaldi TA-306-12-002**

The State of Oregon and the Coastal Program of the Department of Land Conservation and Development are using the Federal Geographic Data Committee (FGDC) standards of Geographic Information Systems (GIS) metadata. This attachment incorporates by reference, the standards specified FGDC Content Standard for Digital Geospatial Metadata into the attached grant agreement.

The standards can be found on the state website <http://gis.oregon.gov>

Additionally, DLCD requires the following:

- All grant products are publicly useable.
- The grant product is submitted in electronic form compatible with Environmental Systems Research Institute's (ESRI) ArcGIS (coverage, shapefile, or geodatabase).
- Data should be free of topological errors.
- The projection of the data may be determined by the grantee. All data shall have the projection defined within the dataset and must be documented in the metadata.
- Include the FGDC compliant metadata in an electronic file.
- For collection or production of geospatial data, (e.g., information for GIS data layers, acquisition of topographic or bathymetric data or other remotely sensed data), the **Grantee** will provide relevant information (e.g., expected dates of data collection, type of collection, flight lines, etc.) to Grant Manager as early as practicable before data collection commences

If you have any questions, please contact your Grant Manager.

**ATTACHMENT D**

***DLCD Contact Information***  
For City of Garibaldi TA-306-12-002

For questions regarding the scope of work of your grant, please contact:

**Grant Manager:**

Matt Spangler

[matt.spangler@state.or.us](mailto:matt.spangler@state.or.us)

DLCD

810 S.W. Alder Street, Unit B

Newport, OR 97365

Phone: 541-574-1095

**Program Manager:**

Patty Snow

[bob.bailey@state.or.us](mailto:bob.bailey@state.or.us)

DLCD

635 Capitol St NE, Suite 150

Salem, OR 97301-2540

Phone: 503-373-0050 ext. 281

Fax: 503-378-6033

For questions regarding the processing of paperwork and payments, please contact:

**Grant Coordinator**

Diana Evans

[diana.evans@state.or.us](mailto:diana.evans@state.or.us)

DLCD

635 Capitol St NE, Suite 150

Salem, OR 97301-2540

Phone: 503-373-0050 ext. 263

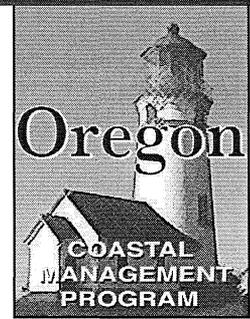
Fax: 503-378-6033

ATTACHMENT E

2011-2012

APPLICATION

OREGON COASTAL MANAGEMENT PROGRAM  
TECHNICAL ASSISTANCE/PRIORITY PROJECT GRANT



*Please type or print clearly*

**Date:** August 15, 2011

**Applicant:** City of Garibaldi

**Address:** P.O. Box 708 **City:** Garibaldi **Zip:** 97118

**Phone:** 503-322-3327 **Fax:** 503-322-3737

**Contact Person, Title:** John O'Leary, City Manager

**E-mail address(es):** [john@ci.garibaldi.or.us](mailto:john@ci.garibaldi.or.us)

**Amount Requested from DLCD:** \$4,000 **Grantee Share** \$4,000

**Project Title:** Water Dependent Shoreland Zoning Assessment

The City of Garibaldi seeks to evaluate the overall supply of land within the city currently zoned Water Dependant (WD-1). The purpose of this assessment is to determine if the current inventory is consistent with the historical uses, and conducive to the potential uses considering changes in public policy, industrial technology and requirements for environmental protection. The City may choose to amend its Comp Plan in accordance with the requirements of OAR 660, Division 37 if this evaluation suggests a need for refinement of the City's current inventory of WD-1 zoned land.

**Keywords**

(Check those that apply to the project)

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Information technology          | <input checked="" type="checkbox"/> Coastal hazards              | <input type="checkbox"/> Stormwater management                    |
| <input checked="" type="checkbox"/> Economic development | <input checked="" type="checkbox"/> Wetland & riparian resources | <input checked="" type="checkbox"/> Resource and land inventories |
| <input checked="" type="checkbox"/> Estuarine resources  | <input checked="" type="checkbox"/> Marine resources             | <input type="checkbox"/> Special Area Planning                    |
| <input checked="" type="checkbox"/> Transportation       | <input type="checkbox"/> Public involvement                      | <input type="checkbox"/> Capital improvements planning            |

SUBMITTAL

Please submit all application information by US Mail, FAX, or e-mail to:

Diana Evans, OCMP Grants Coordinator [diana.evans@state.or.us](mailto:diana.evans@state.or.us) FAX 503-378-6033

Department of Land Conservation and Development

635 Capitol St. NE Suite 150 Salem OR 97301

**2011-2012 COASTAL GRANT APPLICATION****page 2****Project Narrative**

Please provide the information requested under each item. Although extensive, detailed information is not necessary, you need to provide enough information to help OCMP understand the project and make grant funding decisions.

**1. Goals and Objectives:**

Based on preliminary review, the City of Garibaldi believes that current inventories of WD-1 (Water Dependent) zoned land within the city may exceed the minimum water dependent shoreland protection acreage required by OAR 660, Division 37. Water dependent shorelands were originally designated in the early 1980s, and at that time, there were no concrete guidelines guiding the appropriate supply of water dependent acreage. A principal historical use of the waterfront was lumber milling, which at one time used part of the Tillamook Bay estuary for the storage of unprocessed timber. However, area devoted to these industrial uses has greatly diminished over time, and current technology no longer requires a waterfront location for these uses. Given the current guidance provided by the Division 37 rule, the city believes it is appropriate to reevaluate the overall supply of water dependent designated lands in light of the rule standards for historical use. If this evaluation indicates an excess supply of water dependent acreage, the City will seek to amend its Comprehensive Plan to refine the inventory of WD-1 zoned property in accordance with Division 37 requirements. Through this process, the City seeks to: establish a complete and standard history of land use within the City of Garibaldi that will serve as the backbone of future policy decisions requiring historical perspective; develop an accurate inventory of current and historical water dependent uses; evaluate the consistency of potential use with current inventories of WD-1 zoned property in a manner that is conducive to the State's land use planning goals; and refine the City's comprehensive land use plan (Comp Plan) if this analysis indicates a need for such refinement.

**2. Scope of Work, Products, and Budget (attach additional pages if necessary):**

## Scope of Work:

1. *Historical Research*: the City intends to use a combination of the City's Contract Land Use Planner, City staff, and community volunteers to collect and review historical information on uses associated with the water related economic growth and development of Garibaldi. We expect this to include review of historical photos, tax records, surveys, maps, and other primary source information. The City also plans on refining this information through interviews with people who possess first hand information of these uses.
2. *Documentation*: the City will compile the collected information into a single-source document that inventories these historical uses in chronologic and geographic order.
3. *Analysis*: we will evaluate the historical uses to determine if they support the current inventory of WD-1 zoned property based on the Goal 17 criteria.
4. *Recommendation and Report*: if staff's analysis suggests that an amendment to the City's Comp Plan is warranted, staff will prepare a report that recommends the appropriate action to the Garibaldi Planning Commission and City Council.
5. *Comp Plan Amendment (potential)*: If there appears to be a need and desire to amend the City's Comp Plan, the City will develop the appropriate amendment and work with DLCD to ensure compatibility with the State's land use goals.

**b. Schedule (e.g. when will work begin, project milestones, project end):**

Staff plans on conducting researching for this project immediately. By winter of 2012, City staff plans to compile information and develop a report to the Planning Commission and Council. Staff seeks to propose

an amendment by September of 2012.

**c. Total Budget**

\$8,000 – this will include staff time, materials and supplies, and value for volunteer services.

**3. Project Partners**

The Port of Garibaldi and Tillamook Estuary Partnership.

**4. Match, Cost-Sharing, and Local Contribution (see page 4)**

1:1 cost sharing. All cash contributions will be made by the City of Garibaldi. Expenditures and value of in-kind contributions will be \$4,000 or greater. All grant disbursements will be requested on a reimbursement basis.

**5. Will work be performed by a consultant/contractor for all or part of this project? – YES**

The City will be using its contract land use planner to coordinate and develop all research documentation and reports. The City currently has a personal service contract for planning services with:

Jay Sennewald  
P.O. Box 2427  
Newport, OR 97365  
Phone: 541-961-4072  
[planner@ci.garibaldi.or.us](mailto:planner@ci.garibaldi.or.us)

Service rate for the City is currently \$50.00 per hour, plus travel expenses.

**Grant Budget Summary**

	<b>Grant Request (from DLCD)</b>	<b>Grantee Share (Required)</b>	<b>Total Budget</b>
<b>Personal Services</b>	_____	<u>\$4,000</u>	<u>\$4,000</u>
<b>Supplies (if any)</b>	_____	_____	_____
<b>Contract Services</b>	<u>\$4,000</u>	_____	<u>\$4,000</u>
<b>Other</b>	_____	_____	_____
<b>TOTAL</b>	<u>\$4,000</u>	<u>\$4,000</u>	<u>\$8,000</u>

Budget notes:

- 1 List all personnel who will work on the project. Compute costs on the basis of the number of expected person-hours, hourly rate, and related payroll expenses for each.
- 2 Total Contract Services. Provide additional information on expected contract services under item 5 on page 2, above.
- 3 List Other expenses (e.g. printing or publishing, travel):  
NOTE: all travel supported by this grant must conform to state travel rates (e.g. mileage, meals, etc).
- 4 The Total grantee share, above will equal the Total Grant Request from DLCD (1:1 match). See attached for description of local contribution.

## GRANT APPLICATION

### Grantee Share Cost (Match) Information

**Local or state “match” of Federal grants (CZM funds)** may consist of:

- a. **Cash** contributed by the grantee from non-federal revenues or donated to the grantee by non-federal third parties.
- b. **In-kind** contributions (see below) made by grantee and non-federal third parties.

**Cash “match”** must be:

- a. Identifiable from the grantee's records;
- b. Not included as contributions for any other grant or contract;
- c. Necessary and reasonable for proper and efficient accomplishment of project objectives; and
- d. Not borne by the federal government directly or indirectly under any federal grant or contract.

For instance, funds awarded to a local government from the US Army Corps of Engineers or US Fish and Wildlife Service cannot be used as “match” against this grant.

**In-kind contributions** are non-monetary goods and services, as listed below, specifically identifiable to the project. In-kind contributions may be made by the grantee, other public agencies, private organizations, appointed members of advisory committees, or individuals who work on the project, and include such items as:

- a. Volunteer services will be valued at different rates depending on the volunteer function. For specialty or professional services, use wage rates consistent with compensation paid for similar work in state and local government or at rates that reflect the grantee's local labor market. For volunteers who attend or participate in committees, workshops, please use the values established by [http://www.independentsector.org/programs/research/volunteer\\_time.html](http://www.independentsector.org/programs/research/volunteer_time.html).
- b. Materials include office supplies, lumber, paper, or other supplies directly related to the project. Contributed material value should be reasonable and based on fair market value.
- c. Equipment, building, land, or office space, including depreciation and use-charges for equipment and buildings and fair rental charges for land.
- d. Employees of other organizations at regular rates for which employees are normally paid, including fringe benefits (OPE) but excluding overhead.

**Establishing the value of “in-kind”** should use normal accounting procedures to establish value as follows:

- a. Services - Maintain a record of volunteer services: who, when, where, and why.
- b. Documentation - Document your method of computing at the hourly rate for personal services and the cost of materials, equipment, buildings and land charges.

**Rate of local match paid out:** Your non-federal share (match), whether cash or in-kind, is expected to be paid out at the same general rate as the state share (as per federal requirements on OCMP). In other words, at the half-way point in the project about half of the in-kind match shall have been expended. Exceptions to this requirement may be approved by the Grants Officer based on demonstration that the schedule of tasks for the project and the rate of local match for these tasks justifies a delayed payout of cash or accounting of in-kind contributions. In any case, the recipient must fulfill the non-federal cost share commitment over the life of the award.