RESOLUTION R0910-32

A RESOLUTION ACCEPTING GRANT FUNDING FROM THE OREGON DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT TO SUPPORT PLANNING SERVICES

WHEREAS: The Oregon Department of Land Conservation and Development (DLCD) receives Federal funding from the national Office of Ocean and Coastal Resource Management to support costal zone management programs; and

WHEREAS: DLCD distributes these funds to small coastal cities through the Oregon Coastal Management Program; and

WHEREAS: The City of Gold Beach annually receives $5,000 in grant funding from the Oregon Coastal Management Program to support City planning services; and

WHEREAS: When the City was contracting with Curry County for planning services, the County was receiving these funds to support City planning services; and

WHEREAS: As of July 1, 2010, the City of Gold Beach will no longer contract out planning services to Curry County; and

WHEREAS: The City of Gold Beach will provide planning services for Gold Beach residents.

NOW THEREFORE, BE IT RESOLVED: the City Council of the City of Gold Beach formally requests the grant funding from the Oregon Department of Land Conservation and Development in the amount of $5,000 to support City planning services and authorizes the City Administrator to accept grant funding on behalf of the City.

PASSED BY THE CITY COUNCIL OF THE CITY OF GOLD BEACH, COUNTY OF CURRY, STATE OF OREGON, THIS 14TH DAY OF JUNE 2010.

James H. Welmicke, Mayor

ATTEST:

City Recorder

Oregon
Theodore R. Kulongoski, Governor

Department of Land Conservation and Development
Oregon Coastal Management Program
635 Capitol Street NE, Suite 150
Salem, OR 97301-2540
Telephone: (503) 373-0050
Fax: (503) 378-6033
http://www.oregon.gov/LCD/OCMP

June 1, 2010

Jodi Fritts
City of Gold Beach
29592 Ellensburg Ave
Gold Beach, OR 97444

Dear Jodi:
The Department of Land Conservation and Development (DLCD) is pleased to offer the City of Gold Beach a Coastal Management grant for $5,000 to assist you in your planning needs. While we wish that the grant could be higher to reflect increased costs, we are pleased that we were able to keep the dollar amounts the same as FY09.

The enclosed grant agreement indicates the total amount of our offer and lists the standard and special conditions the City must meet. These conditions are essentially the same as the past few years. Please note the following:

1. Before signing the grant agreement, **please read the agreement and attachments carefully** as they contain the terms and conditions upon which the grant is offered. If you have any questions, please contact your assigned DLCD field representative.
2. **Sign and return both original agreements to DLCD** to my attention at 635 Capitol Street NE, Suite 150, Salem, Oregon 97301. Your signature declares your acceptance of all terms and conditions in the grant agreement.
3. **In addition** to signing and returning the original agreements, the agreement **must be** accompanied by a request for the grant funding by way of a **formal letter of resolution from your City Council or Board of Commissioners.** This was a new requirement for 2008, and we are continuing this request for the 2009-2010 grant term.
4. In order for us to fulfill our requirement to comply with OMB Circular A-133, we are requiring the Audit Reporting Form to be filled out and returned along with the signed application and formal letter of resolution. Instructions for completing this form are on the reverse side. If you have questions/comments, please address them to Diana Evans.
5. The grant agreement is **not** in effect until the agreements **and** letter and Audit Reporting Form are returned to the department **and** both original agreements have been signed by DLCD.
6. A FAX will not be accepted.

Funds will be sent to you in accordance with the payment schedule in the grant agreement. Please note that we can reimburse only eligible costs incurred after all parties have signed and before the termination date of this agreement (June 30, 2011)

Sincerely,

Robert J. Bailey, Coastal Program Manager
Ocean and Coastal Management Program
Enclosures

Oregon Department of Land Conservation and Development
FY10-11 Grant Agreement

Date
June 1, 2010

Type of Grant
Coastal Zone Management

Grantee Name City of Gold Beach

Grant No.
CZM-11-037

Street Address
29592 Ellensburg Ave
Gold Beach, OR 97444

DLCD Grant Amount
$5,000

Award Period
July 1, 2010 through June 30, 2011

Grantee Share
$5,000

Authority	**State General Fund**	**Federal Fund**
CFDA 11.419		XX

Total Cost
$10,000

Coastal Zone Management Administrative Awards
Department of Commerce
National Oceanic and Atmospheric Administration (NOAA)
Federal Grant No. NA10NOS4190165 Award Amount: $2,246,000

Project Title
Coastal Zone Management 10-11

Grantee Representative
Jodi Fritts

DLCD Grant Manager
Dave Perry
541-574-1584
dave.perry@state.or.us

This Grant, approved by the Coastal Program Manager of the 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 state funds contingent upon the issuance of a grant from OCRM/NOAA to DLCD for FY 10/11. By signing the two documents, the Grantee agrees to comply with the Grant provisions shown in Attachment A. Attachment A contains standard terms and conditions, reporting requirements and payment schedule.

Upon acceptance by the Grantee, the two signed documents shall be returned to DLCD. ***If not signed and returned without modification by the Grantee within 30 days of receipt, the Grant Manager may unilaterally terminate this Grant.*** Upon receipt of the signed documents, the DLCD Coastal Program Manager shall sign and one copy will be returned for the Grantee's file.

For the Grantee: Typed Name and Signature of Authorized Official	Title	Date
Signature of DLCD Program Manager		Date

Attachment A

Work Program

By agreement with the federal Office of Ocean and Coastal Resource Management (OCRM), use of funds under this grant program is for work within the boundaries of those jurisdictions in Oregon's federally-approved Coastal Zone that have adopted comprehensive plans and land use regulations acknowledged by the Land Conservation and Development Commission (LCDC) and incorporated within the Oregon Coastal Management Program (OCMP).

Grantee agrees to

1. Designate a Coastal Specialist(s) responsible for preparing staff reports and draft findings of fact for proposed local land use decisions, reports of violations of local land use regulations, and results of field inspections and who will be a point of contact for the Department;

2. Provide **timely** notices, staff reports, and draft findings of fact related to proposed legislative and quasi-judicial land use decisions to the DLCD Regional Representative and affected state and federal agencies before the decisions are made;

3. Coordinate with state agencies, federal agencies, and other units of local government, including port districts, to carry out the provisions of applicable acknowledged plan(s) and ordinances, and to identify plan and regulation violations;

4. At minimum, the Coastal Specialist, or the jurisdictions designee shall attend at least one of two semi-annual meetings of the Oregon Coastal Management Program Network Partners sponsored by the Department. DLCD will reimburse Grantee, up to $200 per person from this grant to support travel costs associated with attendance at such meeting. Grantee shall conduct all travel in the most efficient and cost effective manner resulting in the best value to 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;

5. Provide pre-application advice and information to potential applicants about acknowledged comprehensive plan and land use regulations that may be applicable, identify sources of technical information that may be useful in addressing these requirements, and invite DLCD to participate in pre-application conferences as appropriate;

6. Provide, upon request, timely findings or certification of compatibility of proposed land use actions or permits with applicable provisions of acknowledged comprehensive plan(s) and land use regulations to relevant state and federal agencies to which application has been made and for which a statement of Land Use Compatibility (LUCS) is required by the state or federal agency

7. Retain all financial and personnel records pertaining to grant expenditures and local matching funds for a period of at least three years from date of filing of final report on this grant, as provided under Standard Conditions, below;

8. Advise in a timely way the Department's Regional Representative of any amendment that may be needed for this grant agreement; and

9. Provide two semi-annual reports to the Department as specified in this agreement.

Use of Grant Funds

Funds received by the Grantee pursuant to this agreement shall be expended only to accomplish and carry out one or more of the following activities:

1. Carry out administrative actions including zone changes, conditional uses, variances, permits, partitionings and other development applications, and similar ministerial and quasi-judicial actions;

2. Codify plan documents and land use regulations, including conversion to digital data bases;

3. Collect data, conduct inventories and studies related to comprehensive plan elements, ancillary or functional plans, and land use regulations;

4. Develop and conduct special public workshops and technical training programs on land use;

5. Develop, amend, or implement intergovernmental coordination programs or agreements;

6. Enforce land use regulations, including developing and implementing dispute resolution programs;

7. Conduct or sponsor land use training for local elected and appointed officials, staffs, and citizens on land use;

8. Make legislative land use amendments to comprehensive plans and land use regulations;

9. Purchase maps and aerial photos to support land use planning functions;

10. Support citizen involvement programs and activities;

11. Update and reprint maps, develop GIS data, inventory data and plan documents; monitoring

NOTE: ***Grantee acknowledges*** *that grant funds shall not be used for legal or administrative costs associated with defending the Grantee or other grantees from decisions made by the department or the commission.*

Grant Matching Funds Requirement and Rate of Payment

1. This award requires the City of Gold Beach to provide $5,000.00 in project-related matching costs from non-federal sources. The City must maintain an accounting for $5,000.00 in its official records.

2. Matching funds, whether in cash or in-kind, are expected to be paid out at the same general rate as the state share, and matching fund accounting shall be included with ***each*** reimbursement request. 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 matching commitment over the life of the award.

Payment and Reporting Schedule

1. Reimbursement up to 50% of the grant award will be made upon completion of a semi-annual report due January 31, 2011, for the period July 1, 2010 to December 31, 2010;

2. Final reimbursement up to the total amount of the grant will be made upon completion of a second semi-annual report due July 31, 2011, for the period January 1, 2011 to June 30, 2011.

Please note: **DLCD will NOT make payment when semiannual reports are more than 60 days beyond the due date.**

The following reports are ***required*** on an on-going basis and in addition to the two semi-annual reports required above:

- Notice of pending land use decisions shall be provided on an ongoing basis to the appropriate DLCD Coastal Regional Representative ***before*** land use decisions are made. Staff reports and draft findings of fact shall be submitted to the Regional Representative with these notices;
- If this Grant Agreement is terminated for any reason, a final programmatic and financial closeout report is required within 30 days.

Standard Conditions

1. The funds made available under this agreement are federal funds (CFDA #11.419) and may not be used to supplant state or local government funds that would otherwise be available in the absence of such federal funds.

2. The cover or the title page of all reports, studies, or other documents supported in whole or in part by this award or any subawards 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, through a grant to the Department of Land Conservation and Development.

3. The Grantee, upon signing the Grant Agreement, agrees to designate a Coastal Specialist(s) either in a cover letter accompanying this agreement, or in an e-mail to diana.evans@state.or.us;

4. DLCD's Right to Terminate at its Discretion. At its sole discretion, DLCD may terminate this Grant Agreement:
    - For it's convenience upon thirty (30) days' prior written notice by DLCD to Grantee;
    - Immediately upon written notice if DLCD fails to receive funding, appropriations, limitation, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products; or
    - 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.

    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:
    - 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;
    - 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.

    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 the 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.

5. The Grantee will maintain standard accepted accounting and fiscal records of the receipt and expenditure of funds by the grantee. The account records for the expenditure of these funds shall be distinguished from the account records of all other funds. Allocations for the time devoted by the designated Coastal Specialist(s) to this award shall be accounted for on a daily basis.

6. The Comptroller General of the United States, the Secretary of Commerce of the United States, the Inspector General of the United States Department of Commerce, the Attorney

General of the State of Oregon, the Secretary of State of the State of Oregon, and the Director of the Oregon Department of Land Conservation and Development, or any other duly authorized federal or state representative, shall have access to the documents, papers, and records of transactions related to this Grant. Any special program or financial reports shall be promptly submitted to the Director of the Department of Land Conservation if so requested. All records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after the completion of the final financial closeout report, whichever is later.

The Grantee is subject to the requirements of 2 CFR 225, 15 CFR 24, and audit requirements found in the Single Audit Act of 1984, P.L. 98-502 and the Single Audit Act Amendments of 1996, P.L. 104-156, as implemented by OMB Circular A-133. In order for the department to comply with the Single Audit Act, the Grantee shall submit to the department, as soon as available, a copy of all audits and compliance correspondence for the audited period covering the payment of federal funds under this agreement.

7. Positive efforts shall be made to use small businesses and minority-owned businesses as sources of supplies.

8. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement or to any benefit which might arise therefrom.

9. The Grantee agrees to comply with the non-discrimination requirements below:

Statutory Provisions

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and Department of Commerce implementing regulations published at 15 CFR Part 8 which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;
- Title IX of the Education Amendments of 1972 (20 USC §§1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794) and Department of Commerce implementing regulations published at 15 CFR Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance;
- The Age Discrimination Act of 1975, as amended (42 USC §§6101 et seq.) and Department of Commerce implementing regulations published at 15 CFR Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- The Americans with Disabilities Act of 1990 (42 USC §§ 12101 et seq.) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
- Any other applicable non-discrimination law(s).

Other Provisions

- Parts II and III of EO11246 (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967) and 12086 (43 FR 46501, 1978), require Federally assisted

construction contracts to include the nondiscrimination provisions of §§202 and 203 of that EO and Department of Labor regulations implementing EO11246 (41 CFR § 60-1.4(b), 1991).

- EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," and Department of Commerce policy guidance issued on March 24, 2003 (68 FR 14180) to Federal financial assistance recipients on the Title VI prohibition against national origin discrimination affecting Limited English Proficient (LEP) persons.

Audit Reporting Form

Subrecipients receiving (granted/awarded) federal funds, through the Department of Land Conservation and Development, Oregon Coastal Management Program (OCMP), are subject to the requirements of the Single Audit Act of 1966, Office of Management and Budget (OMB) Circular A-133, (http://www.omb.gov/grants). Subrecipients expending (spending /reimbursed) federal funds totaling $500,000 or more in a fiscal year are required to conduct an audit in accordance with the Single Audit Act.

ase complete this questionnaire and send by email to diana.evans@state.or.us , or mail to Diana Evans at Oregon Coastal Management ogram, 635 Capitol Street NE, Suite 150, Salem, OR 97301-2540.

Section 1: Entity Information

_____ _____

Name of Entity (Subrecipient)

Project Title and OCMP Grant/Contract Number
(additional grants/contracts may be listed on a separate page)

What is your entity's fiscal year? _____ through _____
Month / Year Month / Year

Section 2: Single Audit Requirement

For your most recently completed fiscal year, account for all federal funds (awards/grants) expended (spent/reimbursed) regardless of the source. (Provide your most recently completed fiscal year below)

For Fiscal Year **20__**:
What was the total amount of federal funds (awards/grants) expended (spent/reimbursed)? $_____

☐ If less than $500,000 in total federal funds (awards/grants) were expended: Your entity is *exempt* from further audit requirements for the reporting period. Complete Sections 4 and 5 (Federal Awards Information and Signature Sections).

☐ If $500,000 or more in total federal funds (awards/grants) were expended: Complete all remaining sections.

Section 3: Audit Information

- Date of your Entity's last completed audit: _____ (Date)
- Period covered by audit: _____ through _____
  Month / Year Month / Year
- Audit Findings:
  - ☐ No findings (it is not necessary to submit a copy of your audit report package)
  - ☐ Findings (provide a copy of your audit report package if findings were related to funds issued through DLCD, OCMP. If findings were unrelated to DLCD, OCMP funds submit the schedule of findings and questioned costs.)
- Next audit scheduled for: _____ (Date)
- Period to be covered by next scheduled audit: _____ through _____
  Month / Year Month / Year

Section 4: Federal Awards Information

For the fiscal year provided, account for all federal funds (awards/grants) received (awarded/granted) regardless of the source.

For Fiscal year **20__**: (Fiscal year must match fiscal year provided in section 2)
What was the total amount of federal funds (awards/grants) received (awarded/granted)? $_____

(For the fiscal year listed, use the following table to list the federal funds (awards/grants) your entity received)

Name of federal award(s) granted	Period of award Month/Year-Month/Year	Amount	CFDA Number

Section 5: Signature Section

_____ _____

Signature of Preparer

Date

_____

Printed Name of Preparer and Title

Preparer's Contact Information:
Email:
Phone: ( ) ext.

Instruction Sheet for the Audit Reporting Form

The purpose of the Audit Reporting (AR) Form is to assist the DLCD, OCMP in its obligations to adhere to federal guidelines for pass-through entities issuing federal funds. The AR Form is equally beneficial in assisting entities receiving federal funds, through DLCD, to meet their audit reporting requirement. Federal guidelines for pass-through agencies issuing federal awards and the subrecipients of those funds are set forth in the Single Audit Act of 1996, Office of Management and Budget (OMB) Circular A-133. The OMB's website, http://www.omb.gov/grants , contains information regarding the Single Audit Act and its requirements.

Review the following instructions for assistance in completing the Audit Reporting From.

Section 1: Entity Information

- Name of Entity – The "Name of Entity" should match the name on the grant agreement.
- Project Title and Grant Number – Provide the "Project Title and Grant Number" for your entity's grant. The project title must match the title of the project found on the grant agreement. A separate sheet listing additional project titles and grant numbers may be attached if necessary.
- Entity's Fiscal Year – Provide the period covered by your entity's fiscal year. (i.e. July 1, 2010 through June 30, 2011)

Section 2: Single Audit Requirement

Following the text "For Fiscal Year 20__", insert your entity's fiscal year end for the reporting period (the most recently complete fiscal year). For the fiscal year listed, provide the total amount of federal funds (awards/grants) expended (spent/reimbursed). Account for all federal funds expended, regardless of the source.

Choose one of the following options:

1. Mark the first box, if your entity has expended less than $500,000 in total federal funds. Your entity is exempt from further audit requirements for the reporting period, but must complete Sections 4 and 5.

2. Mark the second box, if your entity has expended 500,000 or more in total federal funds. Your entity is not exempt from further audit requirements and must complete all remaining sections of the form.

Section 3: Audit Information

- Date of Last Completed Audit – Indicate the date of your entity's last completed audit.
- Period Covered by Audit – Provide the period covered by your entity's last completed audit. This period should correspond to to the audit indicated on the previous line.

  Audit Findings – Choose one of the following options:

  1. Mark the box before "No Findings" if your entity's last completed audit disclosed no findings. If there were no findings, it is not necessary to provide a copy of your audit reporting package.

  2. Mark the box before "Findings" if your entity's last completed audit disclosed findings. If there were findings, submit a copy of the audit reporting package, if the findings were related to DLCD issued funds. If the findings were unrelated to DLCD issued funds submit a copy of the schedule of findings and questioned costs.
- Next Audit Scheduled For – Provide the month and year of your entity's next scheduled audit.
- Period Covered by Next Audit – Indicate the period to be covered by your entity's next scheduled audit.

Section 4: Federal Awards Information

- Following the text "For Fiscal Year 20__". Insert your entity's fiscal year end for the current reporting period (should match the fiscal year provided in Section 2). For the fiscal year listed, provide the total amount of federal funds (awards/grants) your entity has received (granted/awarded). Account for all federal funds received, regardless of the source. It is possible for the amount of federal funds Received/awarded to not agree with the amount expended/spent.

- Federal Grants Table – For the fiscal year listed, use the table to provide: 1) the grants/awards that comprise the total amount of federal funds your entity received; 2) the period of awards (i.e. July '07 – June '09); 3) amount of awards; and 4) the Catalog of Federal Domestic Assistance (CFDA) numbers for each award. If the CFDA number is unknown, you may contact the issuing agency. If additional space is needed, attach a separate sheet listing the above mentioned federal grant information.

Section 5: Signature Section

- Signature of Preparer – The person who prepared the Audit Reporting Form must sign and date the form.
- Printed Name of Preparer – Print the name and title of the person who prepared the Audit Reporting Form.
- Preparer's Contact Information – Provide an email address and phone number for the preparer.

Form Return Information – Use the return information near the top of the Audit Reporting Form.

For additional assistance contact Diana Evans, OCMP Grants Coordinator, at 503-373-0050 ext 263 or by email at diana.evans@state.or.us