Oregon Department of Land Conservation and Development
Coastal Resilience Grant Agreement

Date April 16, 2018

Type of Grant
Coastal CRG TA

Grantee Name
City of Newport

Grant No.
TA-306-CRG-003

Street Address
169 SW Coast Highway
Newport, OR 97365

DLCD Share of Cost
$14,000

Award Period
Date of last signature through June 30, 2019

Recipient Share of Cost (if applicable)
$14,000

Authority	State General Fund	Federal Fund	Total Cost
CFDA 11.473		X	$28,000

Coastal Zone Management Administrative Awards
Department of Commerce
National Oceanic and Atmospheric Administration (NOAA)
Federal Grant No. NA17NOS4730145 Award Amount: $285,000

Project Title
Tsunami Resilience Land Use Planning

Grantee Representative
Derrick Tokos,
Community Development Director
541-574-0626
d.tokos@newportoregon.gov

DLCD Grant Manager
Meg Reed
541-574-0811
meg.reed@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, constitutes an obligation of funds in return for the work described herein. By signing this document, the Grantee agrees to comply with the grant provisions attached.

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: Typed Name and Signature of Authorized Official Derrick I. Tokos, AICP	Title Community Development Director	Date April 18, 2018
Signature of DLCD Program Manager	Title OCMP manager	Date 5-24-18

ATTACHMENT A
SPECIAL AWARD CONDITIONS

1. This award number TA-306-CRG-003 supports the work described in the **City of Newport** proposal entitled "Tsunami Resilience Land Use Planning", dated January 29, 2018, which is incorporated into this award by Attachment D. Where the terms of the award and proposal differ, the terms of this award shall prevail.

   This award requires the **City of Newport** to provide a minimum of $14,000 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 **DLCD** 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 $28,000.00 in its official records.

3. **Grantee agrees** to prepare and submit the following:
   - Progress report describing work on the development of tsunami resilience land use products and DOGAMI's BTW (Beat the Wave) modeling, revisions made, and community input completed to date. To be submitted prior to first public hearing with City Planning Commission;
     DUE DATE: December 31, 2018
   - Hearing-ready land use documents related to tsunami hazards, which may include:
     - Comprehensive Plan policies;
     - Amendments and additions to the City's zoning ordinance;
     - Tsunami Evacuation Facilities Improvement Plan;
     - Additions to the City's Capital Facilities Maps;
     - Other programs and products as necessary.

     DUE DATE: June 30, 2019
   - Final project closeout, including evaluation of the project, lessons learned, and final land use products completed.
     DUE DATE: June 30, 2019

4. The cover of the title page of all reports, studies, or other documents, published or distributed electronically or hard copy, and acknowledgement pages of websites and web pages, that are 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 for Coastal Management, National Oceanic and Atmospheric Administration.

5. Reporting and Payment Schedule:

   - Payment of $7,000 on or after December 31, 2018 for submission of a progress report describing work on the development of tsunami resilience land use products and DOGAMI's BTW modeling, revisions made, and community input completed to date

accompanied by invoices from consultants to the DLCD Grant Manager with a Reimbursement Request for work performed, subject to Grant Manager approval;
- Payment of remaining $7,000 on or after June 30, 2019 for final project closeout, including evaluation of the project, lessons learned, and final land use products completed, and final invoices to the DLCD Grant Manager accompanied by a Reimbursement Request for work performed, subject to Grant Manager approval.

6. DLCD agrees to allow payment of pre-award project-related costs for expense incurred by grantee in relation to required work under this agreement.

7. **Grantee** will, in performing the Project under this Agreement, ensure consistent, coordinated use of population, employment, housing, and land needs projections associated with the following activities: (1) the periodic review work programs and related tasks; (2) the transportation system plans being prepared pursuant to OAR 660-012-0000; (3) any post-acknowledgment plan and land use regulation amendments proposed by the Grantee.

8. **Grantee** will obtain approval from DLCD prior to subcontracting, awarding or assigning any portions of the tasks or work under this agreement.

9. 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 the final products including, but not limited to, ordinances, maps, data bases, supporting documents and photographs shall be adopted and/or approved by the Grantee's governing body.

11. A draft Product may be accepted for approval instead of an adopted Product when requested in writing and received in the DLCD Salem office at least 60 days prior to Project End Date. The request will be reviewed and approved in writing by DLCD if substantial progress has been made toward adoption and adoption is scheduled to occur on or before the date that is 120 days after the Project End Date.

12. The **Grantee** agrees to consult closely with the DLCD Grant Manager to ensure adoption of grant products and proper submission under the post-acknowledgement plan amendment process. This will be completed within the approved grant period for this grant.

GIS Requirements:

13. If a new comprehensive map or zoning map is created or an existing map is revised or updated, the Product(s) must be submitted in an electronic form compatible with Environmental Systems Research Institute's (ESRI) file formats (coverage, shapefile or geodatabase).

14. Geospatial data should be free of topological errors and metadata must comply with the current State of Oregon Metadata Standards accessible at http://www.oregon.gov/DAS/CIO/GEO/pages/standards/standards.aspx, "Oregon GIS Data Standards." The projection of the data may be determined by the jurisdiction. All data should have the projection defined with the dataset and must be documented in the metadata.

15. DLCD may display appropriate Product(s) on its web interface including corporate GIS data generated under this Agreement and any additional data provided that is not specifically restricted into state agency databases, acknowledging that Grantee and agents of Grantee are not responsible for the accuracy of such data. DLCD may also share the data specifically generated under this Agreement with other agencies and organizations, as this is data that DLCD owns as Product(s) under Grant Agreement Section 11.

16. If GIS capability is not available to the Grantee, map Product(s) on digital media will be accepted with the written approval of the DLCD Grant Manager.

17. 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 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 2 CFR 200 (OMB Supercircular)

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 5 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 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 .

ATTACHMENT C

DLCD Contact Information

For City of Newport TA-306-CRG-003

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

Grant Manager:
Meg Reed meg.reed@state.or.us
DLCD
810 S.W. Alder Street, Unit B
Newport, OR 97365

Phone: 541-574-0811

Program Manager:
Patty Snow patty.snow@state.or.us
DLCD
635 Capitol St NE, Suite 150
Salem, OR 97301-2540

Phone: 503-934-0052
Fax: 503-378-6033

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

Grant Coordinator
Diana Evans diana.evans@state.or.us
DLCD
635 Capitol St NE, Suite 150
Salem, OR 97301-2540

Phone: 503-934-0038
Fax: 503-378-6033

ATTACHMENT D

Coastal Resilience Grant Application
OREGON COASTAL MANAGEMENT PROGRAM

Please type or print clearly

Date: January 29, 2018

Applicant: City of Newport
Address: 169 SW Coast Highway **City:** Newport **Zip:** 97365
Phone: 541-574-0626 **Fax:** 541-574-0626
Contact Person, Title: Derrick I. Tokos, AICP, Community Development Director
E-mail address(es): d.tokos@newportoregon.gov
Amount Requested from DLCD: $14,000 **Grantee Share:** $14,000
(1:1 Match Required)

Project Title:
BRIEF description of the project, 50 words or so. Be sure to state the expected results

The City of Newport will work with staff at DLCD to evaluate the city's risk to the Cascadia Subduction Zone (CSZ) tsunami hazard and to decide which land use resilience measures to develop and implement to help reduce the city's risk (in collaboration with community stakeholders). Such measures may include developing a tsunami evacuation facilities improvement plan or adopting a tsunami hazard overlay zone to limit certain uses and types of development or improve evacuation routes within hazard areas. These provisions will likely result in changes to both the city's land use ordinance and its comprehensive plan.

The city will also receive locally-specific data products from DOGAMI as a result of participating in this project, including "beat the wave" modeling and mapping, socioeconomic analyses of community exposure, and damage estimate results for infrastructure, buildings, and people to the maximum considered CSZ tsunami inundation scenarios. These products are significant and informative tools that the community can use, not only in the land use planning components as described above, but also in other aspects of emergency preparedness to evaluate risk reduction measures.

Keywords
(Check those that apply to the project)

____ Information technology	__X__ Coastal hazards	____ Stormwater management
____ Economic development	____ Wetland & riparian resources	____ Resource and land inventories
____ Estuarine resources	____ Marine resources	____ Special Area Planning
__X__ Transportation	__X__ Public involvement	____ 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 FAX 503-934-0038
Department of Land Conservation and Development
635 Capitol St. NE, Suite 150, Salem OR 97301

Coastal Resilience Grant Application
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:**
   State the goal(s) or overall purpose of the project. What is the problem, need, or opportunity the project will address? Describe planning, technical, or information objectives that will help achieve the goal(s).

   The overall goal is to create a tsunami resilient community. Newport is susceptible to many natural hazards; the tsunami hazard from a Cascadia Subduction Zone earthquake is one of great concern to the City. The locally-specific tsunami data products produced by DOGAMI staff (as described above) will inform city decision makers about the adequacy of designated evacuation routes and the types of evacuation infrastructure improvements needed to increase the chances that the routes will remain viable following a Cascadia event.. The land use measures developed through this project will be beneficial in identifying high risk areas, assessing the need for imposing additional land use limitations, and considering options for the siting and/or relocation of essential facilities. The end result will be locally implemented land use strategies, policies, and regulatory standards that will reduce vulnerability and increase resilience of the city to a CSZ event tsunami.

2. **<u>Scope of Work, Products, and Budget (attach additional pages if necessary)</u>:**
   a. Describe the scope of work to be performed. If the project is in phases, please note.

   This technical assistance grant will go to the City to reimburse for staff time related to land use planning tasks as outlined below:

   - Assemble a Project Management Team (PMT) and Project Advisory Committee (PAC) to assist in the development of tsunami resilience land use planning strategies and regulations. The responsibility of these committees is to review tsunami hazard maps and data; audit current zoning language; evaluate current tsunami evacuation route design and construction techniques for development in at risk areas; and provide input to shape the overall outcome of the Tsunami Hazard Overlay Zone (or similar land use provisions).
     - The PMT represents the core working group for project activities, while the PAC represents a broader range of community interests and perspectives, meant to provide input to the resulting products at key stages during the process and build community support for their ultimate adoption by the City Council.
   - Schedule kick off meetings with PMT and PAC to discuss base line data, project goals and expected outcomes, and scope of work for the project.
   - DLCD and city planning staff, with input from PMT and PAC, Tsunami Land Use Guide, natural hazards mitigation planning documents, ASCE construction recommendations, FEMA guidelines and "Beat the Wave" modeling, will develop draft land use text and map amendments to the Newport Zoning Ordinance and Comprehensive Plan.
   - The PMT will also work together to draft a Tsunami Evacuation Facilities Improvement Plan (TEFIP) – an all-inclusive local program that addresses the full range of considerations related to evacuation needs and infrastructure. This plan will utilize results from DOGAMI's Beat the Wave mapping and socioeconomic analyses.
   - PMT, PAC, and the community (via open houses and meetings) will review and provide input on the draft(s).

- PMT and PAC members will attend and participate in all PMT and PAC meetings; decide on risk reduction strategies appropriate for their community; read, analyze, and provide input on all draft mapping and land use materials; participate in workshops and the adoption process; and other work as assigned.
    - These groups will consist of a mix of the following: Planning Director and other planning staff, City Manager, Emergency Services Coordinator, Building Official, Public Works Director, Fire Chief, and/or Police Chief, one to several planning commission members, a City Council Liaison, and/or citizens representing various geographic locations and characteristics of the community (housing, business, and more).
    - The Project Lead will convene both the PMT and PAC meetings and work flows. DLCD staff will provide assistance as requested, such as agenda development and review, facilitation support, communication, and meeting logistics.
- Upon making final revisions to the land use proposals based on community input, the Newport Planning Commission and City Council will hold public hearings to adopt the changes. DLCD staff will provide assistance through the adoption process as requested (such as with public notices, work sessions, public hearings, etc.).

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

Overall timeframe – March 2018 through June 2019:

- Review and discuss existing resources, including county and city natural hazard mitigation planning documents, the DLCD tsunami guide, city emergency management planning and actions, DOGAMI evacuation maps, etc. – March 2018
- Coordinate with DOGAMI on BTW modeling/mapping – March/April 2018
- Identify members for the PMT and PAC, meet to kickoff project – March/April 2018
- Work on draft land use regulation language (comprehensive plan and development code provisions using the DLCD tsunami guide) – April through June 2018
- Coordinate with PMT to review project components and revise draft regulations as necessary – Summer 2018.
- Review BTW results when finished, discuss TEFIP development – July 2018
- Work Session #1 with Planning Commission/City Council – August/September 2018
- Conduct public outreach on proposed tsunami hazard land use changes – Fall 2018
- Reconvene PAC to review feedback and potentially adjust proposal – Fall 2018
- Draft TEFIP with PMT and PAC – July through October 2018
- Work Session #2 with Planning Commission/City Council – December 2018
- Finalize hearing-ready land use documents (comprehensive plan policies, code provisions, and/or evacuation plans) – Winter 2019
- Public hearings and adoption with City Council – January through March 2019
- Contract closeout, final invoice, project evaluation, lessons learned and grant reporting – May/June 2019

c. Total Budget

Please use the Budget Summary form on the next page, and any additional information as indicated in the footnotes.

3. Project Partners

List any partners such as other local governments, special districts, state agencies, or other entities; briefly describe the role of each (e.g., will perform work under the grant; will advise; will contribute information or services, etc).

DLCD – Assist the City of Newport in facilitating the project tasks identified in this application.

DOGAMI – Provide modeling/mapping, socioeconomic, and damage estimate data products to the city, provide assistance when needed to understand and utilize the data fully.
Others: Lincoln County, Police/Fire, Building Official, Public Works Department, Hatfield Marine Science Center, Oregon Museum of Science and Industry, and Oregon Coast Aquarium – Provide input as Project Management or Project Advisory Committee members.

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

1:1 cost-sharing (match) is required on this federally-funded coastal grant. Describe the type and amount of local contributions for the grant (see page four of this application). List other funding sources, if any, and amounts that support this project.

City of Newport to achieve 1:1 Cost Sharing Match with in-kind contributions (see attached budget). Hourly rate for Building Official, Fire Marshal, and City Engineer have been averaged as their contributions are expected to be roughly equivalent through the process. DLCD match to be used to off-set cost of contract engineering services to assist with the preparation of the Tsunami Evacuation Facilities Improvement Plan and Updated Capital Facilities Maps as outlined in the attached project budget. City will use engineering firms it currently has under contract to perform the tasks.

5. **Will work be performed by a consultant/contractor for all or part of this project?**
X Yes ___ No

If yes, please describe the work to be performed by the consultant, list the anticipated amount of the contract, and provide name of prospective firm/consultant(s), if known, including address and telephone number.

The city will contract development of schematic drawings and planning level cost estimates for the tsunami evacuation facilities improvement (TEFIP) and corresponding updates to our capital facilities maps/plan. A geotechnical "desk review" will also be performed to inform the development of cost estimates. The contract engineers will also assist in updating our capital facilities GIS data.

Grant Budget Summary

NOTE: Please use the format in this table when developing a more detailed budget.

	Grant Request (from DLCD)	Grantee Match (Required)	Total Budget
Personal Services[1]	$0	$16,658	$16,658
Supplies (if any)	$0	$1,750	$1,750
Contract Services[2]	$14,000	$520	$14,520
Other[3]	$0	$0	$0
TOTAL[4]	$14,000	$20,628	$32,928

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 3, 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 match above will equal the Total Grant Request from DLCD (1:1 match). See Page 4 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 .

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.