

**CITY OF COOS BAY CITY COUNCIL**  
**Agenda Staff Report**

<b>MEETING DATE</b> July 1, 2014	<b>AGENDA ITEM NUMBER</b>
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TO: Mayor Shoji and City Councilors

FROM: Eric Day, Community Development Department  
Rodger Craddock, City Manager

ISSUE: Coastal Management Grant Acceptance

**BACKGROUND:**

For the past few years, the Department of Land Conservation and Development (DLCD) has given the City of Coos Bay a Coastal Management grant to assist the City's planning needs in various general planning areas as is outlined in attachment B of this document. The amount of the DLCD grant is for \$14,400, and it is provided on an annual basis. The award period for the offered grant is July 1, 2014 through June 30, 2015. Grant acceptance requires a formal letter or resolution from Coos Bay City Council.

**ADVANTAGES:**

Grant acceptance provides the City of Coos Bay with \$14,400 to help fund the City's planning needs.

**DISADVANTAGES:**

None other than some staff time for tracking the allowed activities.

**BUDGET IMPLICATIONS:**

The Community Development Department will receive \$14,400 in funding for future planning needs.

**RELATED CITY GOAL:**

Provide a sustainable level of core service, meet regulatory requirements, and contribute to a stated goal within budgetary constraints of predictable revenue.

**ACTION REQUESTED:**

Staff requests the Council to direct staff to put together a formal letter to DLCD requesting the grant finding.

Attachments  
A – Grant Offer Letter  
B – Terms and Conditions



# Oregon

John A. Kitzhaber, MD, Governor

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



July 1, 2014

Eric Day, Community Development Director  
City of Coos Bay  
500 Central Avenue  
Coos Bay, OR 97420

Dear Eric:

The Department of Land Conservation and Development (DLCD) is pleased to offer the City of Coos Bay a Coastal Management grant to assist you in your planning needs.

The attached grant agreement indicates the total amount of our offer and lists the standard and special conditions the City must meet. **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 any corrections in contact information, etc. are necessary, please make those with red ink and initial the changes. If you have any questions, please contact your assigned DLCD field representative which is listed on the first page of the grant agreement.
2. **Sign and return the original agreement** to [diana.evans@state.or.us](mailto:diana.evans@state.or.us). I will then have DLCD sign, scan and return to you the fully executed agreement. Signature of the grant declares acceptance of **all** terms and conditions in the grant agreement. Please note that there **are** reporting requirements as a result of accepting this grant. They are spelled out within the text of Attachment A.
3. **In addition** to signing and returning the original agreement, the agreement **must be** accompanied by a request for the grant funding by way of a **formal letter or resolution from your City Council or Board of Commissioners**.
4. The grant agreement is **not** in effect until the agreements **and** letter/resolution are returned to the department **and** signed by DLCD.
5. A FAX will not be accepted.

Funds will be sent to you in accordance with the payment schedule in the grant agreement.

Sincerely,

Patricia L. Snow, Manager  
Oregon Coastal Management Program

**Oregon Department of Land Conservation and  
Development  
FY14-15 Grant Agreement**

**Date**  
July 1, 2014  
**Type of Grant**  
Coastal Zone Management

**Grantee Name** City of Coos Bay

**Grant No.**  
CPA-14-008

**Street Address**

500 Central Avenue  
Coos Bay, OR 97420

**DLCD Grant Amount**

\$14,400

**Award Period**

July 1, 2014 through June 30, 2015

**Grantee Share**

\$14,400

**Authority**

CFDA 11.419

Coastal Zone Management Administrative Awards

Department of Commerce

National Oceanic and Atmospheric Administration (NOAA)

Federal Grant No. NA14NOS4190078 Award Amount: \$2,211,000

**State General Fund**

**Federal Fund**

XX

**Total Cost**

\$28,800

**Project Title**

Coastal Zone Management 14-15

**Grantee Representative**

Eric Day, Community Development Director

541-269-8924

[eday@coosbay.org](mailto:eday@coosbay.org)

**DLCD Grant Manager**

Dave Perry

541-574-1584

[dave.perry@blue.state.or.us](mailto:dave.perry@blue.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 14/15. 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:**

Sign and Print/Type Name of Authorized Official

Title

Date

DLCD Program Manager Signature

DLCD Coastal  
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).

**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 Coos Bay to provide \$14,400.00 in project-related matching costs from non-federal sources. The City must maintain an accounting for \$28,800.00 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, 2015, for the period July 1, 2014 to December 31, 2014;
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, 2015, for the period January 1, 2015 to June 30, 2015.

**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.

**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/policies/oam/40.10.00.PO.pdf> ;
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;

### **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](mailto: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 its 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.