



DAN JOHNSON  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

May 2, 2024

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of the 2023-2025 Climate Friendly and Equitable Communities Grant Agreement with the Department of Land Conservation and Development for the Equitable Engagement Framework for the Transportation System Plan update project. Grant value is \$88,500 for 14 months. Funding is through the Oregon Department of Land Conservation and Development. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	1/22/24: County Administrator approved Lifecycle Form for grant request. Briefed at Issues 04/30/2024		
<b>Performance Clackamas</b>	<ul style="list-style-type: none"> <li>- Build a Strong Infrastructure</li> <li>- Ensure safe, healthy and secure communities</li> </ul>		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	n/a
<b>Contact Person</b>	Karen Buehrig	<b>Contact Phone</b>	503-742-4683

**EXECUTIVE SUMMARY:**

Clackamas County is updating its Transportation System Plan (TSP) in accordance with Oregon’s revised Transportation Planning Rules (TPR). The major update will include revisiting the vision, goals, and performance expectations the community has for its shared transportation system. The plan will set policies and identify actions the County can take, both in the near-term and long-term, to make progress towards achieving the community’s desired outcomes.

Clackamas County is expecting to start a major TSP update in 2024. As an initial step, before the TSP update is significantly underway, an Equitable Engagement Framework needs to be developed to comply with State law. This guidance will be rooted in the required equity analysis and include the TPR required engagement activities that fit the unique needs in unincorporated Clackamas County.

For Filing Use Only

The Land Conservation and Development Commission launched the Climate-Friendly and Equitable Communities program to make progress toward Oregon's statutory climate policy and goals, boost housing and transportation choices, and increase equitable land use outcomes.

This funding request will enable work that is required by the Transportation Planning Rule (TPR) requirements for how engagement is conducted, specifically TPR Sections 660-012-0120, 660-12-125, 660-012-130 and 660-012-0135.

The 2023-2025 Climate Friendly and Equitable Communities Grant Agreement outlines the scope of the project, general terms for the grant award, and the reimbursements the County receives for completion of the project milestones. DTD staff expects to use these funds to work with the Public Health division to develop an Equitable Engagement Framework for the Transportation System Plan (TSP) update project.

**RECOMMENDATION:** Staff respectfully recommends the Board of County Commissioners approve the 2023-2025 Climate Friendly and Equitable Communities Grant Agreement; Grant No. CFEC-25-12 with DLCD for the Equitable Engagement Framework for the Transportation System Plan update project.

Respectfully submitted,

*Dan Johnson*

Dan Johnson  
Director of Transportation & Development

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STATE OF OREGON  
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT



**2023-2025 Climate-Friendly and Equitable Communities Grant**

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<b>AGREEMENT COVER SHEET</b>	
<b>This cover sheet is informational and not a part of the agreement</b>	
<b>Offer Date: 04/03/2024</b>	<b>Grant No. CFEC-25-012</b>
<b>Grantee</b> Clackamas County, Department of Transportation and Development 150 Beaver Creek Road Oregon City, OR 97045	<b>DLCD Planning Grants Coordinator</b> Ashley Edwards 971-718-4194 <a href="mailto:ashley.edwards@dlcd.oregon.gov">ashley.edwards@dlcd.oregon.gov</a>
<b>GRANT AMOUNT: \$88,500.00</b>	<b>END DATE: June 30, 2025</b>

**INSTRUCTIONS – READ CAREFULLY**

In order to receive this grant, Grantee must sign this Agreement and e-mail it to DLCD at [Ashley.edwards@dlcd.oregon.gov](mailto:Ashley.edwards@dlcd.oregon.gov) within thirty (30) days of the Offer Date. Alternatively, the signed Agreement may be mailed to:

Ashley Edwards  
Department of Land Conservation and Development  
635 Capitol St. NE, Suite 150  
Salem, OR 97301

If the Agreement is not signed and returned without modification by Grantee by the due date, DLCD may withdraw the grant offer. Upon receipt of the signed Agreement, the DLCD Planning Grants Coordinator will obtain a countersignature for the Agreement and return an electronic file containing the executed Agreement to Grantee.

STATE OF OREGON  
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT

**2023-2025 CLIMATE-FRIENDLY AND EQUITABLE COMMUNITIES GRANT  
AGREEMENT**

**DLCD Grant Number:** CFEC-25-012

**Clackamas County**

This agreement (“Agreement”) is made and entered into by and between the **State of Oregon, acting by and through its Department of Land Conservation and Development**, hereinafter referred to as “DLCD,” and **Clackamas County**, hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.”

1. **Effective Date and Availability of Grant Funds.** This Agreement is effective on the date on which every party has signed this Agreement and all required State approvals have been obtained (“Effective Date”). Grant Funds under this Agreement are available for eligible costs as defined in Sections 4 and 6 incurred beginning on the Effective Date and ending on the earlier of the termination of this Agreement or the Project End Date provided in Attachment A. DLCD’s obligation to disburse Grant Funds under this Agreement ends 60 days after the earlier of termination of this Agreement or the Project End Date.
2. **Agreement Documents.** The Agreement consists of this agreement (without any attachments) and the following Attachments, all of which are attached hereto and incorporated by reference:

Attachment A: **Project Description and Budget**  
Attachment B: **DLCD Contact Names and Addresses**  
Attachment C: **Payment Request Form and Instructions**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows: this Agreement without Attachments; Attachments as listed, in descending order of precedence.

3. **Grant Funds.** The maximum, not-to-exceed, grant amount that the DLCD will pay to Grantee is **\$88,500.00** (the “Grant Funds”). Disbursements will be made only in accordance with the schedule and requirements contained in this Agreement, including Attachment A.
4. **Project.** The Project is described in Attachment A. Grant Funds may be used solely for the Project described in Attachment A and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by DLCD by amendment pursuant to Section 9 hereof. Grantee agrees to implement the Project in accordance with the terms and conditions of this Agreement and complete the Project no later than the Project End Date.
5. **Reports.** Grantee shall submit the reports required by this section to the DLCD Project Manager and DLCD Fiscal Department in writing by personal delivery, e-mailing, or mailing at the address or number set forth in Attachment B or to such other addresses or numbers as DLCD may specify by notice to Grantee in accordance with Section 8 hererof.

- a. **Financial Reimbursement Reports.** In order to receive payment, Grantee must submit to DLCD payment requests for Products as provided in Attachment A, on the form provided in Attachment C. Grantee shall submit a final payment request to DLCD within 30 days after the termination of the Agreement or the Project End Date, whichever is earlier, on the form provided in Attachment C.

## 6. **Disbursement and Recovery of Grant Funds.**

- a. **Disbursement Generally.** DLCD will disburse the Grant Funds as reimbursement for eligible costs incurred to produce Products in carrying out the Project, up to the amount provided in Section 3, and subject to the timelines and limits for each Task, as specified in Attachment A. Grantee may request a reimbursement after completion of a Product. Reimbursements will be made by DLCD within 30 days of DLCD's approval of a request for reimbursement. Eligible costs are the reasonable and necessary costs incurred by Grantee, during the period specified in Section 1, in performance of the Project and that are not excluded from reimbursement by DLCD, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** DLCD's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. DLCD has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Grantee is in compliance with the terms of this Agreement.
  - iii. Grantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Grantee has provided to DLCD a request for reimbursement in accordance with Section 5.a hereof. Grantee must submit its final request for reimbursement no later than 30 days after the earlier of termination of this Agreement or the Project End Date. Grantee will not disburse Grant Funds in response to reimbursement requests submitted after that date.

## 7. **Representations and Warranties of Grantee.** Grantee represents and warrants to DLCD as follows:

- a. **Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's organizational documents, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or

registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

- 8. **Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, e-mailing, or mailing the same by registered or certified mail, postage prepaid, to the Grantee's Grant Representative or DLCD's Planning Grants Coordinator, as the case may be, at the address or number set forth in Attachment B, or to such other addresses or numbers as either party may indicate pursuant to this section. Any notice delivered by e-mail shall be effective on the day the party receives the transmission if the transmission was during normal business hours of the receiving party, or on the next business day if transmission was outside normal business hours of the receiving party. Any notice given by personal delivery shall be effective when actually delivered. Any notice given by mail shall be effective three days after deposit in the mail.
- 9. **Amendments.** The terms of this Agreement will not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the Parties (or in the case of a waiver, by the party against whom the waiver is sought to be enforced). If the Grantee wishes to amend the Agreement, the Grantee must submit a written request, including a justification for any amendment, to the DLCD Planning Grants Coordinator at least 90 calendar days before the Project End Date.

#### 10. Default.

- a. Any of the following constitutes a default of Grantee:
  - i. Misleading Statement. Any materially false or misleading representation is made by or on behalf of the Grantee in this Agreement or any document provided by Grantee related to this Agreement.
  - ii. Failure to Perform. The Grantee fails to perform, observe, or discharge any of its covenants, agreements or obligations under this Agreement, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Grantee by DLCD. DLCD may agree in writing to an extension of time if it determines Grantee instituted and has diligently pursued corrective action.
- b. DLCD will be in default under this Agreement if it fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement.

#### 11. Ownership of Product(s).

- a. **Definitions.** As used in this Section 11 and elsewhere in this Agreement, the following terms have the meanings set forth below:

- i. **“Grantee Intellectual Property”** means any intellectual property owned by Grantee and developed independently from the Project.
  - ii. **“Third Party Intellectual Property”** means any intellectual property owned by parties other than DLCD or Grantee.
  - iii. **“Product(s)”** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Grantee is required to deliver to DLCD or create pursuant to the Project, including but not limited to any Product(s) described in Attachment A.
- b. **Non-Exclusive License.** Grantee hereby grants to DLCD, under Grantee Intellectual Property and under intellectual property created by Grantee pursuant to the Project, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Product(s) for governmental purposes, and to authorize others to do the same on DLCD’s behalf. If a Product(s) created by Grantee pursuant to the Project is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall secure on DLCD’s behalf and in the name of DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the pre-existing elements of the Third Party Intellectual Property employed in the Product(s), and to authorize others to do the same on DLCD’s behalf. If a Product(s) is Third Party Intellectual Property, Grantee shall secure on DLCD’s behalf and in the name of DLCD, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the Third-Party Intellectual Property, and to authorize others to do the same on DLCD’s behalf.

## 12. Contribution

- a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against DLCD or Grantee with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to that Party’s liability with respect to the Third-Party Claim.
- b. With respect to a Third Party Claim for which DLCD is jointly liable with Grantee (or would be if joined in the Third Party Claim), DLCD shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Grantee in such proportion as is appropriate to reflect the relative fault of DLCD on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of DLCD on the one hand and of Grantee on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent

the circumstances resulting in such expenses, judgments, fines or settlement amounts. DLCD's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if DLCD had sole liability in the proceeding.

- c. With respect to a Third Party Claim for which Grantee is jointly liable with DLCD (or would be if joined in the Third Party Claim), Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by DLCD in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of DLCD on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Grantee on the one hand and of DLCD on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

**13. Recovery of Grant Moneys.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination of this Agreement or the Project End Date must be returned to DLCD. Grantee shall return all Misexpended Funds to DLCD promptly after DLCD's written demand and no later than thirty (30) days after DLCD's written demand. Grantee shall return all Unexpended Funds to DLCD within thirty (30) days after the earlier of termination of this Agreement or the Project End Date.

**14. Termination:**

- a. **DLCD's Right to Terminate.** DLCD may terminate this Agreement effective upon written notice of termination to Grantee, or at such later date as may be established by DLCD in such written notice, if:
  - i. DLCD fails to receive funding, appropriations, limitations, allotments, or other expenditure authority at levels sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to continue to make disbursement under this Agreement; or
  - ii. Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- b. **DLCD's Right to Terminate for Cause.** In addition to any other rights and remedies DLCD may have under this Agreement, DLCD may terminate this Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, after the occurrence of any of the following events:
  - i. **Grantee is in default** because Grantee institutes or has instituted against its 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 Agreement, fails to perform any of its obligations under this Agreement within the time specified herein or any extension thereof, or so fails to pursue its work hereunder as to endanger Grantee's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within thirty (30) 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 Agreement by written notice to DLCD if:
    - i. The requisite local funding or match, if any, to continue the Project becomes unavailable to Grantee.
    - ii. Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
    - iii. DLCD is in default because DLCD fails to pay Grantee any amount due pursuant to the terms of this 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.
  - d. **Termination by Mutual Consent.** This Agreement may be terminated at any time by mutual consent of the Parties.
  - e. **Termination** under Section 14 shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.
15. **Accounting and Fiscal Records:** Grantee shall maintain its fiscal records related to this Agreement in accordance with generally accepted accounting principles. The Grantee shall maintain records of the receipt and expenditure of all funds subject to this Agreement for a period of six (6) years after the Project End Date, or for such longer period as may be required by applicable law or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Accounting records related to this Agreement will be separately maintained from other accounting records.
16. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between DLCD (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
17. **Audit.** The Oregon Secretary of State, Attorney General of the State of Oregon and the Director of DLCD or any other duly authorized representative of DLCD shall have access to and the right to examine any records of transactions related to this Agreement for six (6) years after the final disbursement of Grant Funds under this Agreement is authorized by DLCD.

18. **Counterparts.** This Grant Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
19. **Survival.** All agreements, representations, and warranties of Grantee shall survive the execution and delivery of this Agreement, any investigation at any time made by DLCD or on its behalf and the making of the Grant.
20. **Successors and Assigns.** Recipient may not assign this Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of DLCD. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.
21. **Validity and Severability.** If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.
22. **Relationship of the Parties.** Nothing contained in this Agreement, or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.
23. **No Third-Party Beneficiary Rights.** No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.

**DLCD Climate-Friendly & Equitable Communities Grant Information and Signature Page**

This grant, approved by the Director of DLCD, acting on behalf of the Land Conservation and Development Commission, constitutes an obligation of funds in return for the work described herein. By signing the document, Grantee agrees to comply with the provisions contained in and attached to this Agreement. Upon acceptance by Grantee, the signed Agreement shall be returned to DLCD.

By signing this Agreement, the Parties each represents and warrants that it has the power and authority to enter into this Agreement and that the Agreement is executed by its duly authorized representative. By signing the document, Grantee agrees to comply with the terms of this Agreement.

Grantee Jurisdiction Name		E-mail Address	
Mailing Address, City, State, Zip code			
Telephone Number		Fax Number	
Print Name of Authorized Official for the Grantee		Title	Date
Signature of Authorized Official for the Grantee			
Print name of Grantee Attorney		Title	Date
Signature of Authorized Grantee Attorney			
Print name of Authorized Official for DLCD		Title	Date
Signature of Authorized Official for DLCD			

## **2023-2025 Climate-Friendly and Equitable Communities Grant**

### **Project Description and Budget**

#### **SUMMARY, BACKGROUND, OBJECTIVE, & OVERVIEW**

##### **Program Summary**

The Land Conservation and Development Commission launched the Climate-Friendly and Equitable Communities program to make progress toward Oregon’s statutory climate policy and goals, boost housing and transportation choices, and increase equitable land use outcomes. The Commission directed the Department of Land Conservation and Development to improve rules governing Oregon’s planning system in Oregon’s eight most populated areas (Albany, Bend, Corvallis, Eugene-Springfield, Grants Pass, Medford-Ashland, Portland Metro, and Salem-Keizer).

The program and rules require cities and counties to update their land use regulations to meet updated requirements provided in Oregon Administrative Rules (OAR) 660-012.

The following scope of work describes activities and deliverables that Clackamas County (“Grantee”) will complete as a participant in the Climate-Friendly and Equitable Communities program.

##### **Project Background**

Clackamas County is updating its Transportation System Plan (TSP) in accordance with Oregon’s revised Transportation Planning Rules. It will be a major update, revisiting the vision, goals, and performance expectations the community has for its shared transportation system. The plan will set policies and identify actions the County can take, both in the near-term and long-term, to make progress towards achieving the community’s desired outcomes.

Clackamas County is expecting to start a major TSP update in 2024. As an initial step, before the TSP Update is significantly underway, an Equitable Engagement Framework needs to be developed. This guidance will be rooted in the required equity analysis and include the TPR required engagement activities that fit the unique needs in unincorporated Clackamas County.

The Equitable Engagement Framework will outline how public engagement should be conducted to be successful and collect meaningful input during the upcoming major update of the Clackamas County Transportation System Plan (TSP). It will address the recent changes to the Transportation Planning Rules (TPR) outline specific requirements for how engagement is conducted. The TPR provides direction on:

- the expectations for how meaningful engagement should be conducted,
- the need to prioritize community-led engagement and decision making,
- activities and reporting requirements, and
- the Equity Analysis that must be conducted when a major TSP update is undertaken.

OAR 660-012-0120, 660-12-125, 660-012-130 and 660-012-0135

## **Project Objective**

The project objective is to undertake an Equity Analysis, develop an Equitable Engagement Framework, implement key engagement activities during the Clackamas County TSP update and provide direct support for community members to participate in the TSP update project.

## **Work Overview**

To develop the Equitable Engagement Framework, we proposed to work with the community partnership team within the Clackamas County Public Health Department and the Public Health epidemiologists. The partnership will provide the foundation for actions needed to engage, inform, build understanding and gather input from the public and communities that have been underserved in the past. The framework will include data analysis, guidance on how to reach out to communities that are not typically engaged in Transportation System Planning projects, graphics, presentations and online engagement expertise that will be valuable to support the project's success.

Outreach efforts that will be identified will actively engage a diverse array of community members to ensure outcomes of the TSP development are equitable and meet the needs of all members of the community, especially historically marginalized communities including recent immigrants and people of color. During the TSP update project, key outreach efforts that involve the support of the Public Health Community Partnership team will be implemented. In addition, resources for community support, such as stipends, food at meetings, childcare, interpretation services throughout the TSP project will be provided.

## **PROJECT ROLES & RESPONSIBILITIES**

**Grantee:** Overall management of the Project will be the responsibility of the Grantee. The Grantee will appoint a Project Manager to be the principal contact person representing the Grantee on all matters relating to the Project.

Specific project management duties of the Grantee will include:

- a. Coordinating project schedule and deliverables;
- b. Coordinating County planning staff, Public Health Staff and Public Health Epidemiologists;
- c. Grant reporting responsibilities.

**DLCD:** DLCD will provide financial, administrative, and technical assistance to the Project. DLCD will participate in advisory committees. Additional technical assistance may be provided as requested by the Grantee. DLCD will review Grantee's work, invoices, and progress reports. Additionally, DLCD will review the Grantee's performance and deliverables prior to paying invoices received by the Grantee. DLCD will assist issues with the project or deliverables.

## **PROJECT REQUIREMENTS**

Grantee agrees to carry out the Project and submit Products in accordance with the requirements in this section.

1. Grantee will produce and submit to DLCD those Products as specified in this Agreement and this Project Description and Budget.

2. Grantee will provide copies of all final Product(s) produced under this Agreement to DLCD in the manner described in this Project Description and Attachments A and B.
3. All final reports, studies, and other documents produced under the Project must indicate on the cover or the title page an acknowledgement of the financial assistance provided by DLCD by bearing the following statement: “This project is funded by Oregon general fund dollars through the Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon.”
4. Grantee will identify the location of the originals of any Product(s) if a copy is submitted to DLCD or if the Product is one-of-a-kind document.
5. Grantee will provide all letters, memos, reports, charts, products and maps produced under this Agreement in a digital media format.
6. Grantee will obtain DLCD approval of any chosen facilitator, contractor, or consultant before signing an agreement or contract to perform all or a portion of the Project.
7. Grantee will provide a legible copy of the signed agreement between the jurisdiction and the contractor no later than ten business days after both parties have signed the agreement.
8. 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.
9. Any notice issued by Grantee that is eligible for reimbursement under ORS 227.186 – Notice to county property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.
10. Any notice issued by Grantee that is eligible for reimbursement under ORS 215.503 – Notice to county property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.
11. Grantee will coordinate and provide notice to DLCD, Clackamas County, and any other agencies and organizations listed of public meetings, workshops, work sessions, and hearings to develop, review or approve products prepared under this Agreement.
12. Grantee will consult with the DLCD Project Manager in the development of Products and provide an opportunity for timely review of all draft Products.

### ***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/geo/Pages/standards.aspx>, “Oregon GIS Data Standards and Best

Practices.” 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 Project Manager.

### **PROJECT SCHEDULE, PRODUCTS, AND BUDGET**

#### **Project Schedule**

The schedule identified in this section of this Project Description will be observed. DLCD may require an amendment to this Agreement if the timeframes in the schedule are not satisfied. The Project End Date is **June 30, 2025**.

1. Complete Equity Analysis as outlined in OAR 660-012-0135
  - a. Refine Clackamas County Transportation Equity Index
  - b. Develop key performance measures
2. Develop an approach, working with the Public Health Community Partnership team, to identify the most effective ways to engage with under-served communities
  - a. Identify Engaging and Visually Appealing Outreach Materials
  - b. Produce Equitable Engagement Framework
3. Implement portions of Equitable Engagement Framework throughout TSP project
  - a. Public Health Community Partners staff during TSP engagement process nd
  - b. Provide for resources for community support, such as stipends, food at meetings, childcare, interpretation services throughout the TSP project

#### **Task 1: Complete Equity Analysis as outlined in OAR 660-012-0135**

With the assistance of the Public Health epidemiologists, Clackamas County staff will review existing documents, including the Clackamas County Transportation Equity Index, Coalition for Communities of Color report and the Walk Bike Plan Health and Equity Framework and summarize the information about:

- identifying geographic areas with significantly disproportionate concentrations of underserved populations
- summarize key performance measures for community outcomes overtime with respect to transportation investments in underserved neighborhoods and the effectiveness of implementing the Equitable Engagement Framework
- where current and past land use, transportation and housing policies and effects of climate change have harmed or are likely to harm underserved populations
- where current and past racism in land use, transportation and housing has harmed or is likely to harm underserved populations

#### ***Task 1 Deliverables***

- Clackamas County Equity Analysis and documentation
- Performance Measures for assessing key community outcomes and effectiveness of equitable Engagement Framework

### **Task 2: Develop Equitable Engagement Approach and Equitable Engagement Framework document**

The Public Health Community Partnership team will identify an engagement approach to best build upon the connections with community based organization partners throughout the TSP update project. During this task templates for flyers, messaging and resources to be used at in-person events will be developed.

If available, DLCD will provide Public Engagement Consultant assistance to supplement the work of the Public Health Community Partnership team, to support the development of a complete Equitable Engagement Framework document.

The Equitable Engagement Framework document will bring together the information learned in Task 1 and Task 2, and also include:

- Implement initial workshops or appropriate activities to provide foundational information about why a Transportation System Plan project is important and get feedback on how communities may want to be engaged
- Review the Equity Analysis outcomes and draft performance measures with peers and community based organizations during initial TSP workshop
- Identify tools and resources (flyers, messaging, surveys, and in-person outreach activities) that should be used to improve communication with all communities; review of MetroQuest survey tool for input on ways to best reach underserved communities
- Identify actions to be included within the Equitable Engagement Framework to best utilize the Public Health Community Partnership team connections with Community Based Organizations, as well as additional actions needed to engage with other communities identified in Equity Analysis. The Equitable Engagement Framework will address requirements of OAR 660-012-0120 and OAR 660-012-0130 with respect to methods that should be used during the Clackamas County TSP update project to make public engagement and decision making consistent with Statewide Planning goals

#### ***Task 2 Deliverables***

- Meetings with staff and Public Engagement consultant to develop engagement approach that addresses various needs identified in Equity Analysis.
- One (1) workshop for foundational information about TSP project and to receive information on how community groups would like to be engaged
- Peer and Community Based Organization review of Equity Analysis
- Equitable Engagement Framework document that includes engagement approach and sample tools/resources (flyers, messaging, surveys, and in-person outreach activities) that should be used to improve communication with all communities
- If available, DLCD Public Engagement consultant resources would provide support in the development of the approach, the facilitation of the workshop and the compilation and production of the Equitable Engagement Framework document.



### Task 3: Implementation of elements of Equitable Engagement Framework

Task 3 is the implementation of the elements of the Equitable Engagement Framework that use the Public Health Community Partnership team to connect with Community Based Organizations throughout the project. It is expected that this will only be a portion of the outreach that will be needed to implement the Equitable Engagement Framework and additional resources will be needed during the TSP process. The Task also includes the resources needed to support community participation in the TSP update project.

#### Task 3 Deliverables:

- Community Health Partnership Team engagement activity support during TSP update project
- Resources for community support, such as stipends, food at meetings, childcare, interpretation and translation services throughout the TSP project

Budget and Schedule		
TASK	Schedule	Amount
<b>Task 1: Complete Equity Analysis as outlined in OAR 660-012-0135</b>		<b>Public Health / CBO Partners</b>
Equity Analysis as outlined in OAR 660-012-0135, including documentation and direction on performance measures	April 2024 - July 2024	\$ 10,000
<b>Task 2: Equitable Engagement Approach and Equitable Engagement Framework</b>		
Development of Engagement Approach for Public Health Community Partnership Team during TSP update	April 2024 – August 2024	\$ 5,000
One (1) workshop for foundational TSP engagement development	July 2024 – August 2024	\$ 3,500
Peer and Community Based Organization Review of Equity Analysis	July 2024- August 2024	\$1,500
Equitable Engagement Framework document including templates for flyers, messaging and resources to be used at in-person events; Review of MetroQuest survey tool for input on ways to best reach underserved communities	June 2024 – September 2024	\$8,500
<b>Task 3: Implementation of elements of Equitable Engagement Framework with Public Health Community Partners</b>		
Public Health Community Partnership team engagement during TSP project	June 2024 – June 2025	\$ 45,000
Resources for community support, such as stipends, food at meetings, childcare, interpretation and translation services throughout the TSP project	June 2024 – June 2025	\$ 15,000
<b>TOTAL</b>		<b>\$ 88,500</b>

**2023-2025 Climate-Friendly and Equitable Communities Grant**

Contact Information

For questions regarding your grant, please contact:

**DLCD Project Manager:**

Evan Manvel  
635 Capitol Street NE, Suite 150  
Salem, OR 97301-2540

Office: 503-373-0050  
Mobile: 971-375-5979  
E-mail: [evan.manvel@dlcd.oregon.gov](mailto:evan.manvel@dlcd.oregon.gov)

OR

**DLCD Program Manager:**

Matt Crall  
DLCD Salem Office  
635 Capitol Street NE Suite 150  
Salem, Oregon 97301-2540

Mobile: 503-798-6419  
E-mail: [matt.crall@dlcd.oregon.gov](mailto:matt.crall@dlcd.oregon.gov)

Payment requests should be sent to:

**DLCD Fiscal Department**

DLCD Salem Office  
635 Capitol Street N.E., Suite 150  
Salem, Oregon 97301-2540

Phone: 503-373-0050  
E-mail: [DLCD.FISCAL@dlcd.oregon.gov](mailto:DLCD.FISCAL@dlcd.oregon.gov)

**2023-2025 Climate-Friendly and Equitable Communities Grant**

**PAYMENT REQUEST FORM**

Grantee <b>Clackamas County</b>	Grant No. Assigned by DLCD <b>CFEC-25-012</b>	Grant Funds – Already Dispersed <b>\$XX,XXX</b>	
Funding / Grant Period From:	Funding / Grant Period To: <b>06/30/2025</b>	<b>Summary of Grant Deliverables</b> Provide a brief description of grant deliverables that were worked on from the Project Description and Budget in the space provided below. In many cases a sentence or two is all that is required but we welcome as much information as you can provide.	
<b>DLCD Grant Task Number</b>	<b>Amount Due Per Task</b>		
1.			
2.			
3.			
4.			
5.			
<b>6. Total Reimbursement Request (add lines 1, 2, 3, 4, 5)</b>			
<b>11. Certification:</b> I certify to the best of my knowledge and belief that the information on this form is correct, complete, and that all reimbursement requests are for the purposes set forth in the award document. I further certify that all grant records are available upon request, and the grant records will be retained for SIX (6) YEARS after the Final Deliverables and Payment are received.			
13. Typed or Printed Name and Title (required)		14. Mailing Address: Include City, State and Zip Code (required)	
15. Authorized Certifying Official Signature (required)		16. Date (required)	
<b>PLEASE DO NOT WRITE BELOW THIS LINE</b>			
<b>DLCD CERTIFICATION</b> (for DLCD use only) I certify, as a representative of the Department of Land Conservation and Development, that the grantee: ___ has met the terms and conditions of the grant and that all deliverables have been received and approved. ___ has not met the terms and conditions of the grant for the reasons stated on the attached sheet.			
Signature of DLCD Planning Grants Coordinator		Date Signed	
Signature of DLCD Program Manager		Date Signed	
BATCH #/DATE _____	VOUCHER#/DATE _____	PCA _____	
OBJ. CODE _____	VENDOR NO. _____	AMOUNT _____	

# *Grant Payment Request Form Attachment - Instructions*

## **Instructions for 2023-2025 Climate-Friendly and Equitable Communities Grant**

If you have questions about the grant reimbursement form or what the grant can be used for, please contact the DLCDC Planning Grants Coordinator: Ashley Edwards at 971-718-4194 or [ashley.edwards@dlcd.oregon.gov](mailto:ashley.edwards@dlcd.oregon.gov)

- In the second row of the closeout report, please fill in the Starting Date (“Funding / Grant Period From”). This will be the date the grant agreement was signed by all parties and fully executed.
- **DLCD Grant Task Number:** For items 1–5 enter the grant task numbers from the Project Description and Budget (Attachment A) that were completed for this payment request. Only enter as many grant task numbers as needed and leave the rest of the numbered spaces blank.
- **Amount Due Per Task:** Enter the amount to be paid per task per the Project Description and Budget.
- **Total Reimbursement Request:** Add up the total of all of the amounts due per task.
- **Certification (box 11): Please read and understand the certification statement.** If you have questions, please contact the DLCDC Fiscal Department at [DLCD.FISCAL@dlcd.oregon.gov](mailto:DLCD.FISCAL@dlcd.oregon.gov).
- Boxes 13–16 are for documenting responsibility for the information being submitted and requesting payment. Please use dark blue or black ink so the information shows when copied or scanned.

13. Print Name and Title legibly.

14. Print the mailing address where payment should be sent.

15. Signature of Authorized Certifying Official: by signing this box this person takes responsibility of the information and accuracy of the information.

16. “Date” is the date the closeout form was signed. It must be sent by the closeout date.

- The “Summary of Grant Deliverables” box, located on the top right side of form, must be completed. Please provide a brief description of grant deliverables that were worked on for this payment request. The Project Description and Budget (Attachment A) describes in detail the projects and activities allowed. (If you have questions, please contact Ashley Edwards at 971-718-4194 or [ashley.edwards@dlcd.oregon.gov](mailto:ashley.edwards@dlcd.oregon.gov))

It is important that you retain all grant-related records in a grant file maintained in your jurisdiction for six (6) years from the closeout date, including but not limited to documentation of grant deliverables and payments.

**Two ways to submit the Payment Request Form:**

1. E-mail a PDF file of the payment request form to [DLCD.FISCAL@dlcd.oregon.gov](mailto:DLCD.FISCAL@dlcd.oregon.gov).
2. Send the hard copy of the signed payment request form and cover memo via US Mail to:

**DLCD Fiscal Department**

Department of Land Conservation and Development  
635 Capitol Street NE, Suite 150  
Salem, Oregon 97301-2540