



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

September 23, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval to Apply and Letter of Support for a Federal Land Access Program Grant
to provide a pavement overlay on Barlow Trail Road

Purpose/ Outcomes	Approval to apply for a Federal Land Access Program (FLAP) Grant to provide a 2" pavement overlay on Barlow Trail Road.
Dollar Amount and Fiscal Impact	\$4.94 million in grant funds will be requested. Matching funds in the amount of \$565,892 (10.27%) will be provided from County Road Use Funds.
Funding Source	Federal Highway Administration Federal Land Access Program funds and Clackamas County Road Use Funds. No county general funds will be involved.
Duration	Grant award would occur no later than January 2022. Project development would begin in 2024 and be complete no later than September 2026.
Previous Board Action	Discussion item at issues 9/14/21
Strategic Plan Alignment	-This project will help meet the goal to provide travelers safe roads that are in good condition. -This project aligns with the Performance Clackamas Goal that by 2026, 100% of county residents and businesses have access to safe and affordable infrastructure including multimodal transportation facilities.
Counsel Review	This items does not require Counsel Review. Finance has reviewed the lifecycle form.
Procurement Review	1. Was this item processed through Procurement? No 2. If no, provide brief explanation: This project is a grant application. If funds are awarded it will be processed through procurement.
Contact Person	Stephen Williams, Principal Transportation Planner - 742-4696

The Federal Highway Administration, Western Federal Lands offers discretionary grants through the Federal Land Access Program (FLAP) for improvements to transportation facilities providing access to federal lands. This application seeks funding to conduct pavement rehabilitation on Barlow Trail Road that will repair rutting and surface damage and provide a 2" asphalt overlay. Barlow Trail Road is scheduled for pavement rehabilitation in 2026, this proposed grant will fund the proposed pavement improvement. Barlow Trail Road is an important minor arterial road that provides access to the Bureau of Land Management (BLM) Sandy Ridge Trail System, and the Barlow Wayside Park which is operated by County Parks Department but is located on BLM property. Applications for FLAP funds are due on October 7, 2021.

RECOMMENDATION:

Staff respectfully recommends approval to apply for the FLAP grant in the amount of \$4.94 million and submit the attached Letter of Support.

Respectfully submitted,

Stephen Williams

Stephen Williams - Principal Transportation Planner

Financial Assistance Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department & Fund:

Transportation and Development

Application for: Subrecipient Assistance Direct Assistance
Grant Renewal? Yes No

If renewal, complete sections 1, 2, & 4 only

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity:

Federal Lands Access Program

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form):

Stephen Williams, Principal Transportation Planner

Requestor Contact Information:

sWilliams@clackamas.us, (971) 280-2725

Department Fiscal Representative:

Diedre Landon

Program Name or Number (please specify):

Federal Lands Access Program

Brief Description of Project:

The Federal Lands Access Program provides funding to improve state and local roads that provide access for the public directly to federal lands. Barlow Trail Road provides access directly to the Sandy Ridge Trail System located on Bureau of Land Management (BLM) property. Sandy Ridge Trail System is one of top five most popular BLM recreation sites and received over 132,000 visitors per year prior to the COVID-19 pandemic. The same BLM property also hosts the Barlow Wayside, a county park with hiking trails. This project will improve Barlow Trail Road with a 2" asphalt overlay and a leveling course to fill existing ruts and faults in the road. This will greatly extend the expected life of the road and improve access for both vehicles and bicyclists.

Name of Funding Agency:

Federal Highway Administration, Western Federal Lands Highway Division

Agency's Web Address for funding agency Guidelines and Contact Information:

<https://highways.dot.gov/federal-lands/programs-access/or/>

OR

Application Packet Attached: Yes No

Completed By:

Stephen Williams

August 27, 2021

Date

** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE **

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Application

Non-Competing Application

Other

CFDA(s), if applicable:

20.224

Funding Agency Award Notification Date:

January 2022

Announcement Date:

July 13, 2021

Announcement/Opportunity #:

Grant Category/Title:

Federal Lands Access Program

Max Award Value:

No maximum

Allows Indirect/Rate:

Yes

Match Requirement:

10.27%

Application Deadline:

October 7, 2021

Other Deadlines:

Award Start Date:

October 1, 2024

Other Deadline Description:

Award End Date:

September 30, 2029

Completed By:

Stephen Williams

Program Income Requirement:

No program income requirement

Pre-Application Meeting Schedule:

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

A goal in Performance Clackamas is to Build Strong Infrastructure and this project will fund a full pavement overlay and other rehabilitation for the entire 6.73 mile length of Barlow Trail Road, significantly extending the life of the road.

2. What, if any, are the community partners who might be better suited to perform this work?

Barlow Trail Road is a county maintained road and there are no community partners who are better suited to undertake this project.

3. What are the objectives of this funding opportunity? How will we meet these objectives?

The pavement management system used by county Transportation Maintenance shows that surface rehabilitation must take place on Barlow Trail Road by 2026. This funding will complete the surface rehabilitation by 2025 and provide a significant extension of life of the road surface.

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

The grant funds will not be used for an existing program, they will be targeted to a specific project and will be used only for the proposed pavement improvements on Barlow Trail Road.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

Clackamas County Department of Transportation and Development has a Capital Projects Division that is staffed with professionals that have extensive experience in the development of transportation projects using federal funds.

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

Clackamas County will be the lead organization for this project and will have several partners: The Oregon Department of Transportation will be an important partner as the administrator of the grant and also by providing technical support. The Bureau of Land Management will be an important partner providing support for the project.

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

This is not a pilot project and will only secure funding for the pavement overlay on Barlow Trail Road. There will be no need for sunseting either the project or staff upon completion of this project.

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

This grant will not create a new program, but simply provide funding for the pavement overlay of Barlow Trail Road.

Collaboration

1. List County departments that will collaborate on this award, if any.

The Finance Department will be an important partner in this project for grant reimbursements, procurement of professional design services and also bid letting of the project.

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

This program requires submission of quarterly invoices for reimbursement that must be accompanied by a written progress report.

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

A project schedule will be developed and used by project management staff to track the progress of consultants and contractors.

3. What are the fiscal reporting requirements for this funding?

A full finance report must be submitted monthly with the invoices identifying all expenditures and the percent completion for all contracts.

Fiscal

1. Will we realize more benefit than this financial assistance will cost to administer?

Yes, the proposed pavement overlay of Barlow Trail Road will provide access to Sandy Ridge Trail System and the Barlow Wayside for at least 20 years, supporting the economic vitality of the during that time. The benefits from increased recreational use of the area will far exceed the cost to administer this grant.

2. Are other revenue sources required? Have they already been secured?

Road Fund will be used for a match on this project; if awarded this grant, we will budget the necessary funds to meet the match requirement. No other funding is required to support this project.

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

This project requires a cash match of \$565,892 which will be funded using Clackamas County Road Funds that are available and will be committed by the Board of County Commissioners when this grant application is approved.

4. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

This grant will cover indirect costs. Clackamas County has an approved indirect rate through ODOT, and that rate will apply to progress billings.

Program Approval:

Karen Buehrig

8/27/21

Karen Buehrig

Digitally signed by Karen Buehrig
Date: 2021.08.27 15:04:12 -07'00'

Name (Typed/Printed)

Date

Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Mike Bezner	09/07/2021	Mike Bezner
Name (Typed/Printed)	Date	Signature

Digitally signed by Mike Bezner
Date: 2021.09.07 21:15:10 -07'00'

DEPARTMENT DIRECTOR (or designee, if applicable)		
Dan Johnson	09/07/2021	Dan Johnson
Name (Typed/Printed)	Date	Signature

Digitally signed by Dan Johnson
Date: 2021.09.07 21:15:32 -07'00'

FINANCE ADMINISTRATION		
Elizabeth Comfort	9.8.2021	Elizabeth Comfort
Name (Typed/Printed)	Date	Signature

Digitally signed by Elizabeth Comfort
Date: 2021.09.08 08:11:38 -07'00'

EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)		
NA		
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, all grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #:

Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.
Department: keep original with your grant file.

September 23, 2021

Neal Christiansen, Oregon FLAP Program Manager
Western Federal Lands Hwy Division
610 East 5th Street
Vancouver, WA 98661

Re: 2021 FLAP Application for Pavement Rehabilitation of Barlow Trail Road in Clackamas County, Oregon

Mr. Christiansen:

The Clackamas County Board of County Commissioners strongly supports the 2021 Federal Land Access Program Grant application to conduct pavement rehabilitation on Barlow Trail Road in Clackamas County, Oregon. At our September 23, 2021 meeting, the Board of County Commissioners approved the submission of a FLAP grant for this important project. Our FLAP grant request is for \$4,944,254. By approving this grant proposal we are also committing up to \$565,892 in cash matching funds to be provided from Clackamas County Road Use Funds. Barlow Trail Road is a very important minor arterial that provides access to the Bureau of Land Management Sandy Ridge Trail System and the Barlow Wayside Park, a Clackamas County Park located on the same BLM property through an agreement between the BLM and Clackamas County.

The Sandy Ridge Trail System provides trail opportunities specifically designed for mountain bikers on the west slope of Mt. Hood. Sandy Ridge is best characterized as a pedal assisted bike park, mixing traditional backcountry riding elements with modernized trail characteristics. This model trail system provides an experience for riders of every skill level, with 17 miles of trails ranging from beginner level trails with ample opportunities to play on mountain bike features such as rollers and table tops to double black diamond expert level opportunities characterized by narrow technical terrain, dynamic mountain bike moves and high levels of exposure. The Sandy Ridge Trail System is one of the top five most popular BLM sites nationally and prior to the COVID-19 pandemic, annual visitor days exceeded 132,000.

The pavement rehabilitation proposed in this project will resurface Barlow Trail Road with a two inch asphalt overlay, with additional material applied to level ruts and fill surface damage on the existing road. This project will overlay the existing road without additional ground disturbance which will avoid any environmental impacts. The improvement road surface will provide a smooth ride for both vehicles and bicyclists and will preserve high quality access to Sandy Ridge Trail System and Barlow Wayside Park for many years to come.

Thank you for your time and consideration of this project proposal.

Sincerely

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Tootie Smith, Chair
On Behalf of the Clackamas County Board of Commissioners



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

September 23, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of 2019-2021 HB 2001 & HB 2003 Planning Assistance Grant
Agreement with Department of Land Conservation and Development:
DLCD Grant Number: HA 23-160

Purpose/ Outcomes	Approval of 2021-2023 HB 2001 & HB 2003 Planning Assistance Grant Agreement with Department of Land Conservation and Development: <u>DLCD Grant Number: HA 23-160</u> that will provide funds to contract with a consultant to gather multicultural input from the public and engage, inform, and build understanding of the code amendments proposed to comply with HB 2001 and the required implementation of middle housing.
Dollar Amount and Fiscal Impact	The grant award is for \$60,000.
Funding Source	2021-2023 HB 2001 & HB 2003 Planning Assistance Grant. No matching funds are required.
Duration	September 2021 – June 2022
Previous Board Action	BCC Issues – Grant Letter of Support for HB2001 Implementation, June 29, 2021;
Strategic Plan Alignment	<p>1. How does this item align with your department's Strategic Business Plan goals?</p> <p>The project aligns with the DTD Strategic Plan in that it supports the completion of a project in the adopted Long Range Planning Work Program.</p> <p>2. How does this item align with the County's Performance Clackamas goals?</p> <p>The grant funding will support community engagement of a project that is focused on the production of a greater variety of housing. It aligns with the goal to "ensure safe, healthy, and secure communities" by providing more opportunities for the development of middle housing that will be appropriate, safe and more affordable, and it will help the county achieve the housing targets in the Board's Performance Clackamas strategic plan, which identifies a 5-year goal for DTD to provide zoning/places for 700 new dwelling units affordable to households between 60% and 110% of the area's median income (AMI).</p>
Counsel Review	Reviewed and approved by Counsel on 08/23/21 - NB
Procurement Review	<p>1. Was this item process through Procurement? No</p> <p>2. If no, provide a brief explanation: This is an approval for an IGA. Procurement will be engaged during the process of developing the specific consultant contract.</p>
Contact Person	Joy Fields, Senior Planner, DTD 503-742-4510
Contract No.	N/A

BACKGROUND:

Clackamas County applied for a 2021-2023 HB 2001 & HB 2003 Planning Assistance Grant from DLCD (Department of Land Conservation & Development) to enable the county to engage consultants to provide a more robust, inclusive and innovative public engagement process. On August 4, 2021, Clackamas County received notice that it was awarded a grant funding in the amount of \$60,000 for the proposed project.

In 2019 the Oregon Legislature passed House Bill 2001, which requires the county to amend the Zoning & Development Ordinance (ZDO) to allow for “middle housing”, including duplexes, triplexes, quadplexes, townhomes and cottage clusters, in urban single-family zoning districts. Staff from the Department of Transportation and Development (DTD) Planning and Zoning Division has begun the technical work necessary to amend the ZDO. In the spring of 2021, an initial grant from DLCD was used to provide funding for a consultant team to develop a framework for the public engagement program. In order to implement elements of this framework, this second DLCD grant will provide the funding to actively engage with a diverse array of community members during the ZDO amendment process. The consultant team is expected to support county staff to engage, inform, build understanding, and gather input from the public regarding housing needs, including how the code amendments considered for HB 2001 compliance can meet those needs.

Attachment 1 outlines the scope of the project; general terms for the grant award; and the reimbursements the County receives for completion of the project milestones. County staff expects to engage one consultant to complete the majority of the work identified in the scope and reimbursement will be distributed in two lump-sum payments.

RECOMMENDATION:

Staff respectfully request that the Board of County Commissioners approve the 2021-2023 HB 2001 & HB 2003 Planning Assistance Grant; Contract HA 23-160.

Respectfully submitted,

Joy Fields

Joy Fields, Senior Planner
Transportation and Development

ATTACHMENT:

1. 2021-2023 HB 2001 & HB 2003 Planning Assistance Grant

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT
2021-2023 HB 2001 & HB 2003 PLANNING ASSISTANCE GRANT



AGREEMENT COVER SHEET	
This cover sheet is informational and not a part of the agreement	
Offer Date: August 4, 2021	
Grantee Clackamas County 150 Beaver Creek Road Oregon City, OR 97045	Grant No. HA-23-160
Project Title: Continued Multicultural Public Engagement Assistance for Middle Housing Code Updates – Clackamas County	
Grantee Representative Martha Fritzie, Principal Planner 503-742-4529 mfritzie@clackamas.us	DLCD Grant Manager Sean Edging 971-375-5362 sean.edging@dlcd.oregon.gov
GRANT AMOUNT: \$60,000	CLOSING DATE: June 30, 2022
Last day to amend agreement: March 1, 2022	

Signature

Grantee shall return a signed agreement to DLCD by e-mail within thirty (30) days of the Offer Date. If not signed and returned without modification by Grantee within thirty (30) days of the Offer Date, the DLCD Grant Program Manager may terminate this offer of the grant award. Upon receipt of the Agreement signed by Grantee, the DLCD Grant Program Manager shall sign and return a digital copy of the signed document via e-mail.

List of Products

Preliminary report: Project staff with contact information, and refinement of scope by September 30, 2021 (Project Requirement 8)

Signed agreement: between the Grantee and consultant, no later than three business days after both parties have signed the agreement. (Project Requirement 7)

Task 1: Public Engagement Preparation

Task 2: Public Engagement Implementation

Task 3: Project Close-Out – “Closing the Loop”

Grantee and the consultant will provide all draft and final products, including memos, reports, and maps produced by this grant agreement in a digital media format. The term “digital media” means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCD.

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT
2021-2023 HB 2001 & HB 2003 PLANNING ASSISTANCE GRANT
AGREEMENT

DLCD Grant Number: HA-23-160

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: **Request for Product Reimbursement 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 **\$60,000** (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 Grant Manager and Grants Administrative Specialist 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 hereof.

a. **Progress Reports.** Grantee will submit a written status report at the request of the DLCD Grant Manager or as required in the Project Requirements in Attachment A.

- b. **Financial Reimbursement Reports.** In order to receive reimbursement, Grantee must submit to DLCD requests for reimbursement of eligible costs incurred in producing Product(s), as provided in Attachment A, on the form provided in Attachment C. Grantee shall submit a closeout report to DLCD within 30 days after the termination of the Agreement or the Project End Date, whichever is earlier. Reimbursements for products will be reduced or withheld if Progress or Closeout Reports have not been timely submitted or are incomplete.

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 Exhibit 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.b 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 Grant Manager, 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 Grant Manager at least 90 calendar days before the Project End Date.
10. **Default.** Reimbursements to Grantee may be withheld or reduced if DLCD determines that Project performance under this Agreement is unsatisfactory, or if one or more terms or conditions of this Agreement have not been met. The amount of Grant Funds withheld will be based on the best professional judgment of the DLCD Grant Manager and Grant Program Manager. Reimbursement will not be unreasonably withheld.
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 use commercially reasonable efforts to 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 use commercially reasonable efforts to 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. Indemnity.

- a. **GENERAL INDEMNITY.** SUBJECT TO THE LIMITS OF THE OREGON CONSTITUTION AND STATE OF OREGON TORT CLAIMS ACT, IF APPLICABLE TO GRANTEE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DLCD, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY FEES, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

- b. **CONTROL OF DEFENSE AND SETTLEMENT.** GRANTEE SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTIONS 12.a; HOWEVER, NEITHER GRANTEE NOR ANY ATTORNEY ENGAGED BY GRANTEE SHALL DEFEND THE CLAIM IN THE NAME OF THE STATE OF OREGON OR ANY AGENCY OF THE STATE OF OREGON, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE STATE OF OREGON OR ANY OF ITS AGENCIES, WITHOUT FIRST RECEIVING FROM THE OREGON ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE ATTORNEY GENERAL, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON. NOR SHALL GRANTEE SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE ATTORNEY GENERAL. THE STATE OF OREGON MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE STATE OF OREGON DETERMINES THAT GRANTEE IS PROHIBITED FROM DEFENDING THE STATE OF OREGON, OR IS NOT ADEQUATELY DEFENDING THE STATE OF OREGON'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE STATE OF OREGON DESIRES TO ASSUME ITS OWN DEFENSE.

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 fifteen (15) days after DLCD's

written demand. Grantee shall return all Unexpended Funds to DLCD within fifteen (15) days after the earlier of termination of this Agreement or the Project End Date.

14. Termination:

- a. **DLCD's Right to Terminate at its Discretion.** At its sole discretion, DLCD may terminate this Agreement:
 - i. **For its convenience** upon thirty (30) days' prior written notice by DLCD to Grantee; however, DLCD shall reimburse Grantee for any expenses incurred or contracted before the date of termination;
 - ii. **Immediately upon written notice** if 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
 - iii. **Immediately upon written notice** if 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 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 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 fourteen (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 Agreement by written notice to DLCD if 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; or

- d. **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 DLCDC (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 DLCDC or any other duly authorized representative of DLCDC 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 DLCDC.
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 DLCDC 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 DLCDC. 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.
24. 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: Clackamas County

Grant No. HA-23-160

Print Name of Authorized Official For the Grantee	Title	Date
Signature of Authorized Official For the Grantee		

Grantor: State of Oregon, acting by and through its Department of Land Conservation and Development

Print Name of DLCD Grant Program Manager	Title	Date
Gordon Howard		
Signature of DLCD Grant Program Manager	Community Services Division Manager	

PROJECT PURPOSE STATEMENT

The primary objective of this Project is to prepare a hearings-ready development code or recommendations for comprehensive plan and development code amendments for cities to comply with the provisions of House Bill 2001 (2019 Legislative Session) regarding middle housing by June 30, 2022. This Project will specifically enable Clackamas County staff to deepen connections and continue outreach with multicultural communities that are not usually involved with land use planning processes, and to implement the identified engagement activities during development and adoption of the HB 2001 code amendments into the county’s Zoning & Development Ordinance (ZDO).

PROJECT OVERVIEW AND MANAGEMENT

Overall management of the Project will be the responsibility of the Grantee as assisted by the DLCD Grant Manager. Specific Project management duties of Grantee will include:

- a. Selecting a consultant and contracting for consultant services;
- b. Overseeing consultant work described in this Project Description;
- c. Scheduling and managing meetings, including activities such as, preparing and distributing meeting notices, agendas, and summaries; and assisting the consultant with meeting facilitation.

Agency Role

DLCD will provide financial, administrative and technical assistance to the Project. DLCD supports the collaborative, regional approach envisioned in the Project and agrees to work equally and fairly with each jurisdiction to help assure that state and local interests are optimized. DLCD recognizes the Middle Housing Public Engagement Project will inform, but will not bind, future land use decisions of the cooperating jurisdictions.

Consultant Role

The Project will use consultant services to perform outreach and engagement services related to HB 2001 Code Amendments. The consultant is expected to implement a Multicultural Public Engagement Plan for the final phase of HB 2001 implementation and provide county staff with a summary report of outreach and findings.

Project Meeting Materials

Written Project documents or memorandum prepared by the consultant shall be provided to Grantee in digital format at least one week prior to any scheduled meeting.

Project Schedule

The schedule identified in “Schedule, Products, and Budget” 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, 2022.

Expectations for All Written and Graphic Products

All reports and Products will be delivered to the DLCD Grant Manager according to the schedule provided in this Project Description.

All reports, studies, and other documents produced under the Project must bear the statement in Project Requirement 3, below.

Grantee and the consultant will provide all draft and final Products, including memos, reports, and maps produced by this Agreement in a digital media format. The term “digital media” means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCD.

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.
3. All 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 three business days after both parties have signed the agreement.
8. Grantee will complete the following by October 31, 2021:
 - a. Identify the name, address, telephone number, and e-mail address of those persons who will be completing the project and which of tasks listed under the Project Description for this Agreement they will work on.
 - b. List the steps that will be taken to complete each Task and any Product(s) delivered in connection with the Task(s).
9. 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.
10. Any notice issued by Grantee that is eligible for reimbursement under ORS 227.186 – Notice to city property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.

11. 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.
12. Grantee will coordinate and provide notice to DLCDC, affected departments and special districts within Clackamas County, and any other agencies and organizations affected by HB 2001 code amendments of public meetings, workshops, work sessions, and hearings to develop, review or approve products prepared under this Agreement.
13. Grantee will consult with the DLCDC Grant Manager and any other entities in the development of Products and provide an opportunity for timely review of all draft Products.
14. Grantee will submit a written status report quarterly and at the request of the DLCDC Grant Manager at any time outside of the reimbursement schedule in addition to the reports required in section 5 of this Agreement or submitted with Attachment C. Quarterly reports shall be submitted in, September 2021, December 2021 (or with interim reimbursement), and March 2022.
15. DLCDC will provide no more than one interim payment before the Project End Date and a final payment. Payments will be made only upon submittal of qualifying Product(s) and progress report(s) in accordance with the terms of this Agreement and Attachment C. The report(s) must describe the progress to date on each Task(s) or Product(s) undertaken during the billing period. Other written or verbal progress reports will be provided upon reasonable request by the DLCDC Grant Manager.
16. Payments under this Agreement may be reduced if Product(s) scheduled to be completed are not completed by the timeline provided in the Project Description. DLCDC's payment obligations under this Agreement are conditioned upon DLCDC receiving funding, appropriations, limitations, allotments or other expenditures authority sufficient to allow DLCDC in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement.

SCHEDULE, PRODUCTS, AND BUDGET

Pre-Task Submittals

The contract in Project Requirement 7 and the report in Project Requirement 8 in this Project Description and Budget will be submitted.

Pre-Task Timeline: By the dates specified in those requirements.

Pre-task report budget: \$0

Task 1: Public Engagement Preparation

- A. Develop Multicultural Public Engagement Plan for the final phase of HB2001 implementation that identifies how the outreach tools and community networks will be utilized to create the desired impact of successful multicultural outreach in the code amendment and adoption process.
- B. Coordinate with county staff conducting the more traditional, broad outreach efforts for this project, to identify strengths and resources provided by both the county and the consultant to clearly define what each entity will provide for the community outreach.

- C. Gather resources and develop any tools that are needed to effectively reach out to communities in Clackamas County including those that have been important audiences for multicultural outreach.
- D. Identify community leaders to be engaged and/or hired for outreach implementation to create the necessary framework for successful multicultural outreach.

Task 1 Products:

As detailed above, the product for Task 1 will be a Multicultural Public Engagement Plan and outreach materials for engaging with a variety of communities in urban unincorporated Clackamas County and supports their engagement in the development of code amendments responsive to HB 2001.

Task 1 Timeline: September 1, 2021 to December 1, 2021

Task 1 budget: \$8,000

P1 – Interim Payment – Task 1

Reimbursement **up to \$8,000** upon submittal of pre-task reports and the Product(s) listed in Task 1. Submit Product(s) and a signed Attachment C, Request for Reimbursement Form on digital media to the Grant Manager and the Grant Administrative Specialist to the e-mail addresses listed in Attachment B, DLCD Contact Information.

Task 2: Public Engagement Implementation

- A. Share information using social media and other methods accessible by the various audiences through Clackamas County accounts and potentially community partner accounts to expand the audience for the outreach
- B. Lead implementation of the Multicultural Public Engagement Plan, including:
 - a. Managing partnerships with other county divisions and with community-based organizations involved in the project.
 - b. Scheduling, arranging for, facilitating, attending and documenting public engagement events and community meetings. Include several strategic outreach and engagement event(s) and activities for residents and local affinity, cultural and other interest groups to develop an understanding of the upcoming changes due to HB2001 and to identify their interests and concerns.
 - c. Conducting at an online survey(s) and/or online open house(s) and providing a summary of results and findings from these activities.
 - d. Hold other engagement events (online and/or in person) to meet the desired audiences where they are and when they are available.
- C. Listen and note concerns and suggestions for potential zoning code revisions to support the removal of real or perceived barriers that would impede the implementation of HB2001 in all urban unincorporated communities.

Task 2 Products:

As detailed above, the products for Task 2 will include a variety of visually appealing, informative, and accessible outreach materials that are designed to engage multiple audiences in multiple languages, as well as summaries of meetings and results of other outreach events. At least one online, interactive survey will be developed and conducted through Task 2.

Task 2 Timeline: November 1, 2021 to June 30, 2022

Task 2 budget: \$43,000

Task 3 – Project Close-Out – Closing the Loop”

- A. Report back to community through a report or presentation that documents what was heard during the multicultural outreach and how the concerns of the community are addressed in the draft code
- B. Thank the participants through recognition of their contributions and financial reimbursement for their time.
- C. Provide county staff with a summary report of outreach and findings obtained through the implementation of the Multicultural Public Engagement Plan. Include recommendations that can help ensure multicultural communities will continue to be aware of future opportunities to participate in planning projects at the county.

Task 3 Products:

As detailed above, the products for Task 3 will include a final summary report of outreach findings and recommendations for continued outreach to multicultural communities, as well as a report-back to the communities involved in this HB 2001 implementation project.

Task 3 Timeline: June 1, 2022 to June 30, 2022

Task 3 budget: \$9,000

FP – Final Payment

Reimbursement of **up to \$52,000** and the balance of previously unused grant funds from P1 upon submittal of Product(s) listed in Tasks 2 and 3. Submit the Product(s) and a signed Attachment C, Final Closeout Form acceptable to DLCD on digital media to the Grant Manager and the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information **no later than June 30, 2022.**

Budget Summary

Task 1 – Public Engagement Preparation	\$ 8,000
Task 2 – Public Engagement Implementation	\$ 43,000
Task 3 – Project Close-Out – “Closing the Loop”	\$ 9,000
TOTAL	\$ 60,000*

*Note: The budget for “Project Management” is distributed throughout the three tasks.

**DLCD TA Grant Agreement
Contact Information**

For questions regarding your grant, please contact:

Grant Manager:

Sean Edging
DLCD Salem Office
635 Capitol Street N.E., Suite 150
Salem, Oregon 97301

Office: 971-375-5362

Email: sean.edging@dlcd.oregon.gov

OR

Grant Program Manager:

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

Office: 503-856-6935

E-mail: gordon.howard@dlcd.oregon.gov

Payment requests should be sent to:

Grants Administrative Specialist

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

Office: 971-345-1987

E-mail: DLCD.GFGrant@dlcd.oregon.gov

**Department of Land Conservation and Development (DLCD)
2021-2023 Request for Interim Reimbursement / Final Closeout**

Grantee Name Clackamas County		Grant No. assigned by DLCD HA-23-160		Final Payment Yes No	
Grant Agreement Start Date From: Execution		Grant Agreement Close Date To: June 30, 2022		Period covered by this Payment From:	
<i>DLCD Grant Expenditures</i>		<i>DLCD Grant Expenditures</i>		<i>DLCD Grant Expenditures</i>	
Transactions		Previously Reported		This Payment	
				Cumulative	
1. Salaries and Benefits					
2. Supplies and services					
3. Contracts (see instructions)					
4. Other (provide list & explain)					
5. Total (add lines 1-4)					
<i>Local Contributions (if applicable)</i>					
6. Salaries and Benefits					
7. Supplies and services					
8. Contracts					
9. Other					
10. Total (add lines 6-9)					
11. Payment requested (from line 5)		DO NOT WRITE IN THIS SPACE		DO NOT WRITE IN THIS SPACE	
12. <u>Certification:</u> I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures are for the purposes set forth in the award document. I further certify that all records are available upon request, and the financial records will be retained for six years after the final payment.					
13. Typed or Printed Name and Title			14. Address where payment is to be sent		
15. Signature of Authorized Certifying Official			16. Date Payment Submitted		

Do Not Write Below This Line

FOR DLCD USE ONLY

Do Not Write Below This Line

<u>DLCD CERTIFICATION</u>			
I certify as a representative of the Department of Land Conservation and Development (DLCD), that the Grantee:			
_____ Has met the terms and conditions of the grant and that payment in the amount of \$ _____ should be issued			
_____ Has not met the terms and conditions of the grant for the reasons stated on the attached sheet, and payment in the amount of \$ _____ should be issued.			
Signature of DLCD Grant Manager		Date	
Signature of DLCD Program Manager		Date	
BATCH #	DATE	VOUCHER#	DATE
PCA#	OBJECT #	VENDOR #	AMOUNT

**Department of Land Conservation and Development
2021-2023 Planning Technical Assistance Grant Agreement
Interim Reimbursement and Closeout Form Instructions**

General and line-by-line instructions for completing the Request for Interim Reimbursement/Final Closeout form are provided herein.

General Instructions and Reminders

- This form may be completed by hand or typed on paper or completed in Microsoft Word. If you need a Word file, please contact the Grants Administrative Specialist at DLCD.GFGrant@dlcd.oregon.gov. In any case, submit the form with the grant Product(s) electronically, as called for in the Agreement.
- This form is used for all reimbursement requests – interim or final.
- It is important that you retain documentation of expenditures as provided in paragraph 16 of the Agreement, which provides that records be maintained for at least six years after the final payment has been received by the grantee.
- Interim and final reimbursement requests must not include work performed prior to the Effective Date of this Agreement (generally the date the Agreement is signed by DLCD) and not after the Closing Date of this Agreement.

Completing the Form

Please show *total actual expenditures only* of DLCD grant award and local contributions.

First row: DLCD will complete the Grantee Name and Grant Number. In the Final Payment box, highlight or circle “No” for interim payments and “Yes” for final closeouts.

Second row: DLCD will complete Agreement start and close dates. Complete the “Period covered by this payment” The form includes separate boxes for “from” and “to.” Please complete both. These dates must accurately depict the dates the work for the reimbursable expenditure was incurred. If there are any applicable limits on these dates, they will be provided in the payment descriptions in the “Schedule, Products, and Budget” section of the Agreement.

The next section of the form includes columns for itemizing each expense category:

- **“DLCD Grant Expenditures, Previous Reported”** column -- should be blank if the submission is Payment 1. If the request is for a second or later interim payment or final closeout, enter the sum of previous payments in this “Previously Reported” column.
- **“DLCD Grant Expenditures, This Payment”** column – captures and identifies expenditures for the products that are currently being submitted for review and payment.
- **“DLCD Grant Expenditures, Cumulative”** column – simply the total of the two previous columns.
- **“DLCD Grant Expenditures, Transactions”** – Complete items 1–4 as applicable and item 5, total in the “Previously Reported” column if applicable and in the “This Payment” column. Complete previous and current local contributions in items 6–9 and the total on line 10 if applicable. Local contribution does not include expenses reimbursed by the grant. It is included to provide DLCD with accurate information regarding the cost of projects and/or products completed in compliance with this grant. This category includes both in-kind and cash contributions.

- **1. Salary and Benefits** includes the grantee’s staff time, including Other Personnel Expenses. Receipts are not required with this report submission.
 - **2. Supplies and Services** include allowable grantee supplies used for completion of grant products. Receipts are not required with this report submission.
 - **3. Contracts** include consultants, attorneys, and any company or individual hired by the grantee to conduct grant work. This category does not include employees of the grantee, but rather an individual or entity that invoices the grantee for services rendered. Information required for the closeout report includes name, address, phone number, and e-mail address of the payee. If there are multiple entities, please provide the amount of grant funds allocated for the reimbursement of each.
 - **4. Other** - Provide a brief explanation and cost breakdown for amounts listed as “Other.” Receipts are not required. Note: Grantee travel expenses are not eligible for reimbursement.
 - **5. Totals** – Sum the categories of grant expenditures in the Previously Reported, This Payment, and Cumulative columns. The Total payments at closeout cannot exceed the maximum amount in paragraph 3 of the Agreement.
- Re-enter the payment request from line 5 “DLCD Grant Expenditures This Payment” on line 11.
- Certification: Be sure to read and understand the information in item 12 prior to signing the form.
- A legible name and title is required in cell 13.
 - A mailing address, including city and zip code, where payment should be sent must be provided in cell 14.
 - The signature under “Signature of Authorized Certifying Official” must be of the person taking responsibility for the accuracy of the information contained in the form.

Before a payment can be issued, *all grant products, required documentation, and the signed reimbursement request form* must be received, accepted, and reviewed by the grant manager and grant program manager, subject to the requirements contained in the Agreement.

Please follow the payment schedule as identified in the Grant Agreement when submitting a request for payment or closeout.

A **signed cover letter**, completed and signed **reimbursement request form**, and completed **Products** can be submitted in one of the following ways: (1) the preferred method – an e-mail with PDF files sent to the Grants Administrative Specialist at DLCD.GFGrant@dlcd.oregon.gov, or (2) via the DLCD FTP site (contact the Grants Administrative Specialist for instructions at 971-345-1987) or (3) a CD or DVD mailed to the address for the Grants Administrative Specialist in Attachment B of the Agreement. If none of these options are possible, mail the relevant documents to:

Grants Administrative Specialist
 Department of Land Conservation and Development
 635 Capitol St. NE Suite 150
 Salem, OR 97301