



October 24th, 2019

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of a Loan Agreement with the State of Oregon Business Development Department to Support the
Clackamas County Land Bank Authority

Purpose/Outcomes	This forgivable loan will provide funding to support the startup of the Clackamas County Land Bank Authority.
Dollar Amount and Fiscal Impact	\$300,000. Loan principal and accrued interest is forgivable upon the completion of individual milestones outlined in the loan agreement.
Funding Source	State of Oregon, Business Development Department (OBDD). The loan also requires a \$375,000 match, which will be funded through Lottery dollars (via the BCS Economic Opportunity program) and contributions from other partners.
Duration	Upon execution through May 31, 2022
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build a strong infrastructure • Grow a vibrant economy • Ensure safe, healthy and secure communities
Previous Board Action	<ul style="list-style-type: none"> • <i>April 9, 2019 Policy Session - Clackamas County Land Bank Authority Business Plan</i>
Counsel Review	This agreement was reviewed and approved by County Counsel on October 1, 2019.
Contact Person	Jon Legarza, <i>Interim BCS Economic Development Manager</i> , x4366

BACKGROUND:

Like many other local governments throughout the State of Oregon, Clackamas County faces financial and legal hurdles in cleaning up and repurposing so-called “brownfield” sites, properties where expansion or redevelopment is complicated by actual or perceived environmental contamination. At the same time, the County is challenged by a lack of employment lands, and a critical shortage of affordable housing.

In 2015, recognizing that many local governments faced similar challenges, the Oregon Legislature passed HB 2734, which allows for the creation of Land Bank Authorities to assist local governments in remediating, redeveloping, and revitalizing brownfields without the liabilities traditionally associated with these properties. Under the law, a Land Bank Authority can acquire a brownfield site, remediate contamination, and facilitate repurposing and redevelopment of the property. Critically, a Land Bank Authority enjoys significant protection from liability for pre-existing contamination. Once rehabilitated, these sites can serve as employment lands to meet the needs of expanding or relocating businesses, as sites for new affordable housing developments, or can be turned into new community parks or open spaces.

In April 2019, the Board approved a Business Plan proposed by Business and Community Services (BCS) for the formation and implementation of a Clackamas County Land Bank Authority (CCLBA). One component of the Business Plan was securing adequate funding for CCLBA start-up and initial operations. Upon the Board’s approval of the Business Plan, BCS Economic Development worked with the State of Oregon to secure \$300,000 in forgivable loan funding from the State of Oregon’s Business Development Department to support development of a county brownfield land bank authority.

As part of the Loan Agreement, the County will be responsible for 5 specific deliverables/milestones, specifically:

- 1) Development of a guidebook for establishing a land bank authority to include sample legal documents (such as the ordinances and resolutions) for other cities and counties to use with their councils and commissioners.
- 2) Development of a "roadmap" and document library for other municipalities to use in establishing a land bank authority.
- 3) Providing at least 120 hours of staff support per year from January 1, 2020 through December 31, 2021 to other counties and municipalities to establish their own land bank authorities.
- 4) Securing operating match commitments from partners sufficient to operate the CCLBA for a minimum of two years.
- 5) Production of two annual reports that provide an overview of support and technical assistance to municipalities, details the number of housing and jobs created by participant companies and partner companies, and provide an overview of the collaboration between the CCLBA, other municipalities, and other land bank authorities.

Completion of these milestones will provide resources for other counties to establish their own brownfield land bank authorities. Upon completion of each deliverable/milestone, OBDD will forgive \$60,000 of loan principal and any accrued interest. Upon completion of all 5 milestones, the entire loan amount of \$300,000 and any accrued interest will be forgiven.


RECOMMENDATION:

Staff recommends Board approval of the Loan Agreement between Clackamas County and State of Oregon, Business Development Department for the Clackamas County Land Bank Authority (Project Number 17-19-698) and further authorizes the Director or Deputy Director of Business and Community Services to sign the Loan Agreement and related attachments on behalf of the County.

ATTACHMENTS:

- Strategic Reserve Fund Loan Agreement for the Clackamas County Land Bank Authority (Project Number 17-19-698)

Respectfully Submitted,



Laura Zentner
Director, Business & Community Services

**STRATEGIC RESERVE FUND
LOAN AGREEMENT**

Project Name: Clackamas County Land Bank Authority

Project Number: 17-19-698

Recipient: Clackamas County Economic Development

This loan agreement (“Contract”), dated as of the date the Contract is fully executed, is between the State of Oregon, acting through its Business Development Department (“OBDD”) and Recipient for financing the project referred to above and described in Exhibit A (“Project”). This Contract becomes effective only when fully signed and approved as required by applicable law.

This Contract includes Exhibit A - Contact Information, Project Description, and Special Condition.

Pursuant to ORS 285B.266 and OAR Ch. 123, Div. 090, OBDD is authorized to enter into loan agreements and make loans from the Strategic Reserve Fund.

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

Costs of the Project: \$675,000.

Loan Amount: \$300,000.

Project Completion Deadline: 31 January 2022.

Project Close-Out Deadline: 30 days after the earlier of the actual Project completion or the Project Completion Deadline.

SECTION 2 - FINANCIAL ASSISTANCE

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, a loan (the “Loan”) in an aggregate amount not to exceed the Loan Amount.

Conditions to Closing. The OBDD’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:

- (1) This Contract duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.

SECTION 3 - DISBURSEMENT

A. Full Disbursement. Upon execution of this Contract and satisfaction of all conditions precedent, OBDD shall disburse the full Loan to Recipient.

B. Conditions Precedent to Disbursement. OBDD has no obligation to disburse funds unless the following conditions are met at the time of disbursement:

- (1) There is no Event of Default.
- (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.

- (3) The OBDD has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within OBDD's biennial appropriation or limitation. Notwithstanding the preceding sentence, payment of funds by OBDD is contingent on OBDD receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OBDD, in the exercise of its reasonable administrative discretion, to continue to make payments in accordance with the terms of this Agreement, and notwithstanding anything in the Agreement, occurrence of such contingency does not constitute a default. Upon occurrence of such contingency, OBDD has no further obligation to disburse funds to Recipient.
- (4) Any conditions to disbursement elsewhere in this Contract are met.

SECTION 4 - USE OF LOAN

The Recipient shall use the Loan only for the activities described in Exhibit A. The Loan cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project. The Recipient may not use the Loan to cover costs scheduled to be paid for by other financing for the Project from another State of Oregon agency or any third party, nor to reimburse any person or entity for expenditures made or expenses incurred prior to the execution of this Agreement or to retire any debt.

SECTION 5 - LOAN REPAYMENT; LOAN FORGIVENESS

- A. Promise to Pay. The Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. Interest. Interest accrues on each disbursement from the date of disbursement until the Loan is fully paid at the rate of 5% per annum. Interest is computed by counting the actual days occurring in a 365-day year.
- C. Maturity Date. Unless completely forgiven, Recipient will pay to OBDD the outstanding principal of the Loan and all accrued interest on 31 May 2022.
- D. Loan Prepayments. The Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.
- E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract will be applied first to any expenses of OBDD, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan.

F. INTENTIONALLY OMITTED

G. Forgiveness. OBDD will forgive a portion of the Loan, and accrued interest on the forgiven portion, based on the following:

- (1) OBDD shall forgive \$60,000 of the Loan principal upon OBDD's receipt and approval of the Guidebook described in Exhibit A, Project Description, Section 1.
- (2) OBDD shall forgive \$60,000 of the Loan principal upon OBDD's (i) receipt and approval of the completed Roadmap and (ii) notification and approval of the Website Document Library described in Exhibit A, Project Description, Section 2.
- (3) OBDD shall forgive \$60,000 of the Loan principal upon OBDD's receipt and verification of the two year's hours of assistance described in Exhibit A, Project Description, Section 3.
- (4) OBDD shall forgive \$60,000 of the Loan principal upon OBDD's receipt and verification of match-funding commitments described in Exhibit A, Project Description, Section 4.
- (5) OBDD shall forgive \$60,000 of the Loan principal upon OBDD's receipt and approval of the first-year annual report described in Exhibit A, Project Description, Section 5.

SECTION 6 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract.
- B. Public Notification. Recipient will reasonably acknowledge in some public fashion, such as in public statements, that the Project was funded in part with Oregon State Lottery funds administered by OBDD. OBDD may provide signs and marketing material.
- C. Compliance with Laws. Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
- D. INTENTIONALLY OMITTED
- E. INTENTIONALLY OMITTED
- F. Financial Records. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and will retain these books of account and records from the later of the date of this Contract until six years after the Project Close-Out Deadline or the date that all disputes, if any, arising under this Contract have been resolved.
- G. Inspection. The Recipient shall permit OBDD, and any party designated by OBDD, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the Project. The Recipient shall supply any Project-related information as OBDD may reasonably require.

- H. Economic Benefit Data. The OBDD may reasonably require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Close-Out Deadline, within the time specified by OBDD.
- I. Notice of Event of Default. The Recipient shall give OBDD prompt written notice of any Event of Default, or circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- J. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors, that is related to this Project; however, the provisions of this section are not to be construed as a waiver by OBDD of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- K. INTENTIONALLY OMITTED
- L. INTENTIONALLY OMITTED
- M. INTENTIONALLY OMITTED
- N. Disadvantaged and Emerging Small Business. ORS 200.090 requires all public agencies to "aggressively pursue a policy of providing opportunities for available contracts to emerging small businesses." OBDD encourages Recipient, in its contracting activities, to follow good faith efforts described in ORS 200.045. The Governor's Policy Advisor for Economic & Business Equity provides additional resources and the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- O. Continued Tax Compliance. Recipient shall, throughout the duration of this Contract, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state.

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT
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The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in Section 1.
- B. Organization and Authority.
 - (1) The Recipient is a municipality of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
 - (3) This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
 - (4) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with their terms.

- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit A, is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. Tax Compliance. Recipient is not in violation of any Oregon tax laws, including but not limited to a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.657 and local taxes administered by the Department of Revenue under ORS 305.620.
- F. INTENTIONALLY OMITTED

SECTION 8 - EVENTS OF DEFAULT

Any of the following constitutes an “Event of Default”:

- A. Payment Failure. The Recipient fails to make any Loan payment when due.
- B. Payment Failure to State of Oregon. The Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.
- C. Misleading Statement. Any material false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Loan or the Project.
- D. Bankruptcy.
 - (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
 - (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
 - (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
 - (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
 - (5) The Recipient takes any action for the purpose of effecting any of the above.
- E. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through D of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 9 - REMEDIES

Upon the occurrence of an Event of Default, OBDD may pursue any remedies available under this Contract, at law or in equity. Such remedies include, but are not limited to, termination of OBDD's obligations to make the Loan or further disbursements, return of all or a portion of the Loan amount, payment of interest earned on the Loan amount, and declaration of ineligibility for the receipt of future awards from OBDD. OBDD may also recover all or a portion of the outstanding balance due under the Loan from Recipient by deducting the amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. If, as a result of an Event of Default, OBDD demands return of all or a portion of the Loan amount or payment of interest earned on the Loan amount, Recipient shall pay the amount upon OBDD's demand. OBDD reserves the right to turn over any unpaid debt from this Contract to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. The remedies are cumulative and not exclusive of any remedies provided by law.

In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 10 - TERMINATION

OBDD may terminate this Contract with notice to Recipient under any of the following circumstances:

- A. The Oregon Department of Administrative Services notifies OBDD of an anticipated shortfall in Oregon State Lottery revenues.
- B. OBDD fails to receive sufficient funding, appropriations or other expenditure authorizations to allow OBDD, in its reasonable discretion, to continue making payments under this Contract.
- C. The program used to fund this Contract fails to receive sufficient funding to make payments under this Contract.
- D. There is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Contract is no longer eligible for funding.

SECTION 11 - MISCELLANEOUS

- A. No Implied Waiver. No failure or delay on the part of OBDD to exercise any right, power, or privilege under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county).

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.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- C. Notices. Unless otherwise specified in this Contract, any required or permitted notice will be given in writing by personal delivery, email, or by mail, postage prepaid, to Recipient or OBDD at the address listed in Exhibit A. Any notice by personal delivery will be deemed to be given when actually delivered. Any notice so emailed will be deemed to be given upon verification of receipt of email. Any notice so addressed and mailed will be deemed to be given five days after mailing. Each party shall notify the other if there is a change in contact information.
- D. Amendments. This Contract may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Severability. If any provision of this Contract will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. Successors and Assigns. This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of OBDD.
- G. Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- H. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- I. No Third Party Beneficiaries. OBDD and Recipient are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- J. Survival. All provisions of this Contract that by their terms are intended to survive shall survive termination of this Contract.
- K. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- L. Attorney Fees. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to OBDD by its attorneys.
- M. Promotional Use of Recipient Information. Recipient agrees that OBDD may use Recipient and information provided to the OBDD by Recipient in the promotion of OBDD's programs and services. The following typifies, but does not limit, the information OBDD may use in its promotion(s): business name; private lender name; general description of the Project; total Project cost; amount of the Loan; projected number of jobs created / retained as a result of the Project.

N. Public Records. OBDD's obligations under this Contract are subject to the Oregon Public Records Laws.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Business Development Department



CLACKAMAS COUNTY ECONOMIC DEVELOPMENT

By: _____
Chris Cummings, Assistant Director
Economic Development

By: _____
Laura Zentner, Director, Business &
Community Services

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Sam Zeigler via email dated 6 September 2019
Sam Zeigler, Senior Assistant Attorney General

EXHIBIT A - CONTACT INFORMATION, PROJECT DESCRIPTION, AND SPECIAL CONDITION

Contact Information:

OBDD

State of Oregon, acting by and through its
Business Development Department,
775 Summer Street NE Suite 200
Salem OR 97301-1280

Contract Administrator: Jeff Stell

Telephone: 503-910-3034

Email: Jeffery.L.Stell@Oregon.gov

Recipient

Clackamas County Economic Development

150 Beaver Creek Road
Oregon City OR 97045-4302

Contact: Jon Legarza

Telephone: 503-742-4366

Email: jlegarza@clackamas.us

Project Description:

Recipient shall use the loan proceeds to develop a county brownfields land bank authority pursuant to ORS 465.603. Through this Project, other counties will be able to replicate Recipient's success in establishing their own brownfields land bank authorities. Recipient, either itself or by and through the created Clackamas County Brownfields Land Bank Authority ("CCLBA"), shall complete the following tasks and deliverables for this Project:

- 1) Develop a guidebook for establishing a land bank authority ("Guidebook"). The Guidebook will include sample legal tools such as the ordinances and resolutions outlined by counsel for cities and counties to use with their councils and commissioners. The Guidebook will be developed by the Recipient's staff, CCLBA staff, and consultants. A review committee formed by CCLBA will periodically update the Guidebook and will produce and store electronic copies, and at least 100 hard copies for distribution to other counties and cities.
- 2) Develop and make available a "roadmap" and document library for other municipalities to establish a land bank authority. CCLBA will develop a roadmap showing the necessary steps utilized to establish the first land bank authority in Oregon. CCLBA staff will create, host, maintain, and pay for a website to upload the documentation of its business plan and ordinances for other cities and counties to use as a template in their process. The website's document library will also be updated by CCLBA to provide financial models that the CCLBA will implement. Documents will include fillable forms, copies of Intergovernmental Agreements (IGAs), Excel spreadsheets to assist with financial modeling for acquisition, and flowcharts of the process to assist from concept to implementation.
- 3) Provide support to other counties and municipalities to establish their own land bank authorities. CCLBA staff will help counties and cities with business plans, agenda items, resolutions, IGAs, et cetera. CCLBA staff will be available for at least 120 hours per year, starting 1 January 2020 and ending 31 December 2021, to assist other municipalities in establishing land bank authorities. CCLBA will provide municipalities with technical assistance on business plans, resolutions, and IGAs through in-person meetings, conference calls, and/or webinars.
- 4) Secure operating match commitments from partners sufficient to operate the CCLBA for a minimum of two years. For avoidance of doubt, CCLBA shall determine and report to OBDD the amount of funding required to meet this provision.

5) Produce an annual report not later than 31 January 2021 for the first year, and 31 January 2022 for the second year, that: provides an overview of support and technical assistance to municipalities, details the number of housing and jobs created by participant companies and partner companies, and provide an overview of the collaboration among Recipient, CCLBA, other municipalities, and other land bank authorities.

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Clackamas County Land Bank Authority	\$300,000	\$375,000
Total	\$300,000	\$375,000

Special Condition:

Recipient and CCLBA shall give Business Oregon irrevocable, worldwide, royalty-free, sub-licensable licenses to all materials to be created as described in the Project Description above, including but not limited to the Guidebook, road map, and all documents in the document library.