

## **RESOLUTION NO. 1981**

### **A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH THE OREGON DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT ACCEPTING A GRANT TO PREPARE A CITIZEN INVOLVEMENT PLAN FOR THE CITY'S PERIODIC REVIEW TASKS**

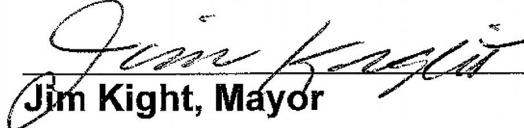
#### **THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:**

1. The City of Troutdale commenced periodic review on May 20, 2008 and submitted its periodic review work program to the Oregon Department of Land Conservation and Development (DLCD) for approval on November 14, 2008.
2. DLCD administers a grant program to assist local governments with periodic review related projects.
3. The City submitted a grant application for funds to retain a consultant to prepare a citizen involvement plan that would serve as a roadmap for effectively involving Troutdale citizens, affected City departments and government agencies, and other entities whose input on various periodic review tasks is necessary or desirable.
4. On December 29, 2008 DLCD notified the City that the grant application has been approved. The amount of the grant is \$3,000 and will be used to retain the services of a desired consultant to perform the work.
5. Acceptance of the grant provides the City with the means to prepare a roadmap for broad citizen involvement over the course of the City's periodic review work.


#### **NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE**

- Section 1. The mayor is authorized to sign the attached grant agreement.
- Section 2. The mayor is authorized to sign any addendums to this grant agreement that may arise during the course of the project or any other documents that are necessary to implement the grant award.
- Section 3. This resolution shall take effect immediately upon adoption.

YEAS: 6  
NAYS: 0  
ABSTAINED: 0

  
Jim Kight, Mayor

1-15-09  
Date

  
Debbie Stickney, City Recorder  
Adopted: January 13, 2009

<b>Oregon</b> <b>Department of Land Conservation and Development</b> <b>635 Capitol Street N.E. Salem, Oregon 97301</b> <b>2007-2009 Grant Agreement</b>		<b>Date</b> December 29, 2008
		<b>Type of Grant</b> Periodic Review - Urban
<b>Grantee Name</b> City of Troutdale	<b>Grant No.</b> PR-U-09-210	
<b>Street Address</b> 104 S.E. Kibling Avenue Troutdale, Oregon 97060	<b>DLCD Share of Cost</b>  \$3,000.00	
<b>Closing Date</b> June 30, 2009	<b>Grantee Share of Cost (if applicable)</b> Not Required	
<b>Authority</b> State General Fund X	<b>Federal Fund</b>	<b>Total Cost</b> \$3,000.00
<b>Project Title</b> City of Troutdale Periodic Review Citizen Involvement Plan		
<b>Grantee Representative</b> Rich Faith, Community Development Director Phone: 503-674-7261 Fax: 503-667-0524 <a href="mailto:rfaith@ci.troutdale.or.us">rfaith@ci.troutdale.or.us</a>		<b>DLCD Representative</b> Jennifer Donnelly, DLCD Grant Manager Phone: 971-673-0963 Fax: 971-673-0911 <a href="mailto:jennifer.donnelly@state.or.us">jennifer.donnelly@state.or.us</a>

This grant agreement is between the **Department of Land Conservation and Development**, herein referred to as **DLCD**, and **City of Troutdale** herein referred to as the **Grantee**.

This grant, approved by the Director of Land Conservation and Development, acting on behalf of the Land Conservation and Development Commission, is issued in duplicate and constitutes an obligation of funds in return for the work described herein. By signing the two documents, Grantee agrees to comply with the grant provisions checked below and attached. **Upon acceptance by Grantee, the two signed complete documents shall be returned to DLCD.**

Grantee shall sign both copies of this agreement and return both signed copies to DLCD within thirty (30) days of the date at the top of this page. If not signed and returned without modification by Grantee within thirty (30) days of receipt, the DLCD Grant Program Manager may unilaterally terminate this grant award. Upon receipt of the signed agreement the DLCD Grant Program Manager shall sign and return one copy to Grantee.

The effective date of this agreement is the latest date on which all parties have signed this agreement. Funds provided in this grant can only be used for **expenditures incurred after that date and not after the Closing Date specified above.**

This grant may be amended according to the policies and procedures of DLCD, and with the agreement of all parties to the agreement, but the Closing Date cannot go beyond the end of the State of Oregon fiscal biennium: **June 30, 2009**.

Components of the agreement and required signatures are below.

- Department of Land Conservation and Development Special Award Conditions
- Department of Land Conservation and Development Standard Award Conditions
- Attachment A: Grant Application and Narrative
- Attachment B: Contact Names and Addresses
- Attachment C: Request for Reimbursement Form and Instructions
- Attachment D: DLCD Content Standard and Requirements for GIS Grant Products

Print Name of Authorized Official For the Grantee	Title	Date
<i>Jason Kight</i>	<i>Mayor</i>	<i>1-15-09</i>
Signature of Authorized Official For the Grantee		
<i>Jim Kight</i>		
Print Name of DLCD Grant Program Manager	Title	Date
<b>Darren J. Nichols</b>	<b>Community Services Manager</b>	<i>1.22.2009</i>
Signature of DLCD Grant Program Manager		
<i>Darren J. Nichols</i>		

## DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT SPECIAL AWARD CONDITIONS

Subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and contingent upon funds being appropriated therefore, Grantee agrees to the provisions below.

1. *Grantee agrees* that this grant, number PR-U-09-210, to the City of Troutdale supports the work described in the Grantee's grant application is incorporated, into this grant agreement as **Attachment A**. Where the terms of this grant agreement and proposal differ, the terms of this grant agreement shall prevail.
2. *Grantee agrees* that all reports, studies, and other documents produced under this grant agreement must indicate on their cover or the title page an acknowledgement of the financial assistance provided by the Department of Land Conservation and Development.
3. *Grantee agrees* to identify the location of the originals, if the submittal is a copy.
4. *Grantee agrees* to coordinate closely with the DLCDC Grant Manager regarding the selection and approval of the facilitator (consultant) designated by the grantee to perform all, or a portion, of the work under grant.
5. *Grantee agrees* to complete the following by February 9, 2009:
  - a. Identify by name, address, telephone, and email address, those person(s) who will be performing the work under the grant and which grant tasks they will work on.
  - b. Provide a detailed, written explanation of the process that will use to perform the work under this grant.
  - c. List each step that will be taken to complete each grant work item(s) and product(s).
6. *Grantee agrees* in performing work under this grant, to ensure consistent, coordinated use of population, employment, housing, and land needs projections associated with the following activities: Any post-acknowledgment plan and land use regulation amendments proposed by the grantee.
7. *Grantee agrees* to provide prior notice of work session(s) and timely review of all drafts and/or draft products to the DLCDC Grant Manager.
8. *Grantee agrees* to coordinate and provide notice to DLCDC, other agencies, and organizations listed in **Attachment A** of the grant application of any public meetings, workshops, and/or hearings to develop, review or approve products prepared under this grant.
9. *Grantee agrees* in consultation with the DLCDC Grant Manager, to provide draft copies of grant products to DLCDC and affected agencies and organizations for review and comment.
10. *Grantee agrees* the final products (i.e., Citizen Involvement Plan, draft ordinances or draft resolutions, and draft supporting documents, maps, data bases, and any photographs) shall be a hearings ready draft, ready for future approval by the governing body.

11. **Grantee agrees** and understands that grant payments under this agreement will be reduced if the city planning department does not complete grant products scheduled to be completed by the timeline provided in Special Award Conditions Table. The total grant payments under this grant agreement will not be reduced under this paragraph by more than **\$600.00**.
12. **Grantee agrees** to no more than a **final payment** by DLCD during the term of this grant, and agrees that payments will be made only upon submittal of qualifying products in accordance with the terms of this grant agreement.
13. **Grantee agrees** that the total reimbursement request for all products listed in the Special Award Conditions Table shall not exceed **\$3,000.00**.
14. **Grantee agrees** that any notice issued by the grantee, which is eligible for reimbursement under ORS 227.186 – Notice to City property owners, for costs incurred for Measure 56 – Land Owner Notification are not reimbursable under this grant agreement.
15. **GIS geographic information system (GIS) Special Conditions (This condition is in effect only if maps are produced)**
  - a. **Grantee agrees** to submit geographic information system (GIS) materials according to the GIS specifications in Attachment-D and to submit hard copy maps in addition.
  - b. **Grantee agrees** to comply with GIS standards and contents requirements per Attachment-D. GIS products will comply with State of Oregon standards as defined in Attachment-D.
  - c. **Grantee agrees** that DLCD may display appropriate products on its web interface and/or corporate GIS data generated as part of this grant and any additional data provided that is not specifically restricted into state agency databases, acknowledging that the grantee and agents of the grantee are not responsible for the accuracy of said data. DLCD may also share the data specifically generated with grant funds with other agencies and organizations, as this is data DLCD owns.
  - d. **Grantee agrees** to submit hard copy maps in addition to a CD and/or DVD-ROM. If paper copies are submitted inside and outside of GIS they must follow this format below: one map measuring 8 1/2" by 11" on Mylar and drawn to a scale of 1" = 400' depicting the update zoning for the entire city and UGB.
16. **Grantee agrees** to provide copies of all final products produced under this grant to DLCD in the manner described in the following Special Award Conditions Table and in **Attachment A**.
17. **Grantee agrees** to perform the following activities described in further detail in the Special Award Conditions Table below and the Grantee's application (**Attachment A**). Where appropriate, a reference to the application numbering has been made in the "Item #" column.

## SPECIAL AWARD CONDITIONS TABLE

Item #	Products, Activities and/or Payments	Target / Due Date	Reimbursement Amount
1	<p>Activity: Obtain the Consultant and personnel services agreement and identify the Citizen Advisory Committee.</p> <p>Product: (1) Report on selection process including the consultant's name, organization, address, telephone number, email address, and copy of the signed contract. (2) Report on Citizen Advisory Committee list names, addresses, telephone numbers and email addresses.</p>	02/2009	
R1	<p><u>"Submittal of reports without payment request"</u> Submittal of Product listed in Grant Item 1.</p> <p>Send one (1) copy of the deliverables in a hard copy and one (1) digital CD or email attachment(s) to the grant administrative specialist and one (1) copy of the deliverables in a hard copy and one (1) digital CD or email attachment(s) to the grant manager at the addresses listed in <b>Attachment B -- DLCDC Contact Information.</b></p>	02/2009	
2	<p>Activity: Consultant will interview City planning staff, other city agencies as well as other local affected organizations, groups and government agencies to determine how to engage all parties in the Periodic Review process.</p> <p>Product: Memorandum of staff and local agencies periodic review participation.</p>	03/2009	
3	<p>Activity: Consultant will interview other affected agencies to determine how best to involve them in the Periodic Review process.</p> <p>Product: Memorandum of affected agencies and their role in Troutdale's PR work program.</p>	04/2009	
4	<p>Consultant will work with local interest groups to determine their role in the Periodic Review process.</p> <p>Product: List of local interest groups that could become technical advisory committees for different aspects of the periodic review process.</p>	05/2009	
5	<p>Consultant will produce rough draft of the CIP that includes time lines, CAC, PC, CC meetings, notice requirements and community involvement program.</p> <p>Product: First rough draft of the Citizens Involvement Plan.</p>	05/2009	

Item #	Products, Activities and/or Payments	Target / Due Date	Reimbursement Amount
6	<p>Activity: Rough draft of the CIP review by City staff and the Troutdale Citizen's Advisory Committee (CAC).</p> <p>Product: Refined 2nd draft copy of Citizens Involvement Plan.</p>	05/2009	
7	<p>Consultant will compile comments and prepare a final hearing ready draft products of the CIP, Ordinances or Resolutions, and supporting documents.</p> <p>Product: All documents final hearings ready draft of the Citizens Involvement Plan and final supporting documents for Periodic Review.</p>	05/2009	
P1 Final	<p><b>Final Payment: Reimbursement up to \$3,000.00 upon submittal of products listed in Grant Items 2-7 and verification of R1-Report 1 and submitted no later than June 30, 2009; and a signed Attachment C - DLCD Final Reimbursement Form request acceptable to DLCD.</b></p> <p><b>Submit, no later than July 31, 2009 (30 days after the closeout): one (1) copy each of the deliverables in a hard copy and one (1) CD to the grant manager, and one (1) copy each deliverables in a hard copy and One (1) CD to the grant administrative specialist to addresses listed in Attachment B -- DLCD Contact Information.</b></p> <p><b>Send Attachment C -- Final Reimbursement Form, and the accompanying products to the grant administrative specialist. Payment will not be made until all copies are received in the Salem office and approved by DLCD.</b></p>	Due Date	\$3,000.00
<b>TOTALS</b>			<b>\$3,000.00</b>

## DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT STANDARD AWARD CONDITIONS

Subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and contingent upon funds being appropriated therefore, Grantee agrees to the provisions below.

1. **DLCD Funds:** DLCD certifies that on the effective date of this grant sufficient funds are available and authorized.
2. **Reporting:** At any time during the grant period, when requested by the DLCD Grant Manager, Grantee shall provide a written report on the status and progress of work performed under this grant.
3. **Payments:** DLCD payments to Grantee under this grant agreement shall be made in accordance with the grant payment schedule described in the "Products, Activities, and/or Payments" table of this agreement. Payment is contingent upon DLCD's acceptance of the products produced under the grant. Grantee agrees that reimbursement of all amounts requested by Grantee is contingent upon compliance with all the terms and conditions of this grant agreement.
4. **Penalty:** Payments to Grantee may be withheld or reduced if DLCD determines that work performed under the grant is unsatisfactory, based on the best professional judgment of the DLCD Grant Manager, or if one or more terms or conditions of this agreement have not been met to the extent provided by law.
5. **Ownership of Work Product.**
  - a. **Definitions.** As used in this Paragraph 5 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. "Work Product" 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 pursuant to the Project.
  - b. **Original Works.** All Work Product created by Grantee pursuant to the Project, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of DLCD. DLCD and Grantee agree that such original works of authorship are "work made for hire" of which DLCD is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Project is not "work made for hire," Grantee hereby irrevocably assigns to DLCD any and all of its rights, title, and interest in all original Work Product created pursuant to the Project, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.

- c. Upon DLCD's reasonable request, Grantee shall execute such further documents and instruments necessary to fully vest such rights in DLCD. Grantee forever waives any and all rights relating to original Work Product created pursuant to the Project, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
  - i. In the event that Work Product created by Grantee under this agreement is a derivative work based on Grantee Intellectual Property, or is a compilation that includes Grantee Intellectual Property, Grantee hereby grants to DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Grantee Intellectual Property employed in the Work Product, and to authorize others to do the same on DLCD's behalf.
  - ii. In the event that Work Product created by Grantee under this agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall secure on DLCD's behalf and in the name of DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on DLCD's behalf.
- d. **Grantee Intellectual Property.** In the event that Work Product is Grantee Intellectual Property, Grantee hereby grants to DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Grantee Intellectual Property, and to authorize others to do the same on DLCD's behalf.
- e. **Third Party Works.** In the event that Work Product is Third Party Intellectual Property, Grantee shall secure on DLCD's behalf and in the name of DLCD, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on DLCD's behalf.

**6. Indemnity.**

- a. **GENERAL INDEMNITY.** GRANTEE SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON AND DLCD AND THEIR OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT.
- b. **INDEMNITY FOR INFRINGEMENT CLAIMS.** WITHOUT LIMITING THE GENERALITY OF SECTION 6.a, GRANTEE EXPRESSLY AGREES TO DEFEND, INDEMNIFY, AND HOLD DLCD, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, COSTS, EXPENSES, INCLUDING ATTORNEYS FEES, AND DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS THAT THE

WORK, THE WORK PRODUCT OR ANY OTHER TANGIBLE OR INTANGIBLE ITEMS DELIVERED TO DLCD BY GRANTEE THAT MAY BE THE SUBJECT OF PROTECTION UNDER ANY STATE OR FEDERAL INTELLECTUAL PROPERTY LAW OR DOCTRINE, OR DLCD'S USE THEREOF, INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY; PROVIDED, THAT STATE SHALL PROVIDE GRANTEE WITH PROMPT WRITTEN NOTICE OF ANY INFRINGEMENT CLAIM.

- c. **CONTROL OF DEFENSE AND SETTLEMENT.** GRANTEE SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTIONS 6.a OR 6.b; 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.

**7. Termination:**

- a. **DLCD's Right to Terminate at its Discretion.** At its sole discretion, DLCD may terminate this Grant Agreement:
- i. For its convenience upon thirty (30) days' prior written notice by DLCD to Grantee;
  - ii. Immediately upon written notice if DLCD fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, pay for the work or products hereunder; or
  - iii. Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the DLCD's financial assistance under this Grant Agreement is prohibited or DLCD is prohibited from paying for the work or products hereunder from the planned funding source.
- b. **DLCD's Right to Terminate for Cause.** In addition to any other rights and remedies DLCD may have under this Grant Agreement, DLCD may terminate this Grant Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, or upon expiration of the time period and with such notice as provided below, upon the occurrence of any of the following events:

- i. Grantee is in default because Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- ii. Grantee is in default because Grantee commits any material breach or default of any covenant, warranty, obligation or agreement under this grant agreement, fails to perform any of its obligations under this grant 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 grant 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 grant agreement with written notice to DLCD upon the occurrence of the following events:

- i. DLCD is in default because DLCD fails to pay Grantee any amount due pursuant to the terms of this grant agreement, and DLCD fails to cure such failure within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice; or
- ii. DLCD is in default because DLCD commits any material breach or default of any covenant, warranty, or obligation under this grant agreement, fails to perform its commitments hereunder within the time specified or any extension thereof, and DLCD fails to cure such failure within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice.

**d. Return of Property.** Upon termination of this grant agreement for any reason whatsoever, Grantee shall immediately deliver to DLCD all of DLCD's property (including without limitation any work or work products for which DLCD has made payment in whole or in part) that is in the possession or under the control of Grantee in whatever stage of development and form of recordation such property is expressed or embodied at that time. Upon receiving a notice of termination of this grant agreement, Grantee shall immediately cease all activities hereunder, unless DLCD expressly directs otherwise in such notice of termination. Upon DLCD's request, Grantee shall surrender to anyone DLCD designates, all documents, research or objects or other tangible things needed to complete the work and the work products.

**e.** Termination under Paragraph 7 shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.

**8. Failure to Comply:** If a party fails to comply with any of the requirements or conditions of this agreement, the other may, without incurring liability, refuse to perform further pursuant to this agreement. DLCD shall make no further reimbursement to Grantee and Grantee shall upon demand by DLCD promptly repay DLCD all unexpended grant funds and grant funds expended in breach of this grant agreement.

9. **Accounting and Fiscal Records:** Using standard accepted accounting and fiscal records, the Grantee shall maintain records of the receipt and expenditure of all funds subject to this grant agreement for a period of three (3) years after the Closing 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. Grant accounting records will be separately maintained from other accounting records.
10. **Closeout report:** The Grantee shall submit a closeout report to DLCD within thirty (30) days after termination of the grant period.
11. **Subsequent funding:** Eligibility for subsequent funding is contingent upon receipt of such reporting by DLCD.
12. **Closeout Payment:** Reimbursement up to the total amount of remaining grant funds will be made upon submittal of all required grant products, up to and including those required for the final reimbursement, and a signed DLCD closeout form acceptable to DLCD. DLCD shall authorize payment to the Grantee within ninety (90) days of such submittal for all required work and grant products that are accepted by the DLCD Grant Manager after review for compliance with the grant conditions.
13. **Closeout Penalty:** DLCD reserves the right to reduce or withhold final payment if a closeout report is submitted to DLCD after the thirty (30) days, as referenced in Standard Condition Number 8.
14. **Audit:** The Oregon Secretary of State, Attorney General of the State of Oregon and the Director of DLCD or any other duly authorized representative of DLCD shall have access to and the right to examine any records of transactions related to this agreement for three (3) years after the final payment under this agreement is authorized by the department.
15. **Appropriate use of funds:** Grant funds cannot be used for any purpose other than for work done in accordance with the work plan during the grant period.
16. **Amendments:** Amendments must be facilitated by the DLCD Grant Manager. An amendment may be initiated at any time during the grant period, but at least ninety (90) days prior to the end date on a grant period of one (1) year or less.

**2007-2009 Periodic Review and Technical Assistance Grants  
Department of Land Conservation and Development  
APPLICATION**

*Please type or print*

Date: December 1, 2008

Note: All Boxes below are check boxes.

Type of Grant:  Periodic Review  Technical Assistance  
 Technical Assistance Infrastructure

Applicant: City of Troutdale

Address: 104 SE Kibling Avenue, Troutdale, OR 97060

Phone: 503-674-7261

Fax: 503-667-0524

Contact Person and Title: Rich Faith, Community Development Director

Email Address: rfaith@ci.troutdale.or.us

Amount of grant request: \$ 3,000

Local Contribution (not required): \$ 425

**Project Title:**

**City of Troutdale Periodic Review Citizen Involvement Plan**

**Abstract** (Use up to 50 words to describe the project and products):

Development of a Citizen Involvement Plan (CIP) will assure the effectiveness of citizen participation over the course of Troutdale's periodic review work program implementation. Including suggestions from affected agencies better assures the Plan's efficacy. Troutdale's Citizen Advisory Committee will review the CIP to ensure it is an appropriate citizen participation tool.

**Project Narrative**

(Please use additional sheets)

**1. Goals and Objectives:**

State the goals or overall purpose of the project. Describe particular objectives you hope to accomplish in terms of meeting planning, technical, or information needs beyond basic planning activities in your jurisdiction, or as appropriate, among partner jurisdictions. Please indicate whether this is a one-biennium, stand-alone project or is part of a longer, multi-year/multi-biennium program. If it is the latter, describe how this work would contribute to the longer-term project and how the work beyond this project would be funded.

**2. Products and Outcomes:**

Clearly describe the products and outcomes you expect from work under this grant. Briefly describe any anticipated significant effect it would have on development, livability, process efficiencies, compliance with federal requirements, socioeconomic gains, and other relevant factors. If the proposed project relates to work under a periodic review work program, identify the PR work task(s). If the project is part of a longer multi-year effort, please describe subsequent phases and expected results, any previous work completed, and how work beyond this project will be funded.

**3. Work Program, Timeline & Payment  
(best if combined):**

**A. Tasks**

List and briefly describe the major tasks and subtasks, in sequence of starting dates, the resulting products, and the status of products at the time of delivery (e.g., adopted, hearing ready, draft).

**B. Timeline**

List beginning and end dates of project start-up, tasks, progress milestones, interim products, and project completion. If the project is to be part of a longer, multi-year effort, provide an overview of the expected timeline and describe subsequent phases to be completed.

**C. Payment Schedule**

Indicate a requested payment schedule, showing the number, timing, and amount of interim and final payments. Relate interim payments to products, if applicable.

**4. Review Criteria**

For Technical Assistance grant applications, include a statement in the narrative that addresses the approval criteria presented in the application instructions.

**5. Project Partners**

List other local governments, special districts, state agencies, or other entities, if any, that will participate in the project, and briefly describe the role of each (e.g., will perform work under the grant; will advise; will contribute information or services, etc).

**6. Cost-Sharing, and Local Contribution**

If the funds from the DLCD are only a part of overall project costs, identify sources and amounts of other funds or services that will contribute to the project's success. Cost-sharing (match) is not required on general fund grants, but will be a contributing factor to the success of the application, all else being equal. Describe the kinds and list the amounts of local contribution for the grant (see page 4 of this application).

Will a consultant be retained to assist in completing grant products? Yes  No

**Grant Budget Summary**

	<b>Grant Request</b>	<b>Local Contribution</b>	<b>Total Budget</b>
Personal Services	\$	\$ 425	\$ 425
Supplies	\$	\$	\$
Contract services	\$ 3,000	\$	\$ 3,000
Other	\$	\$	\$
<b>TOTAL</b>	<b>\$ 3000</b>	<b>\$ 425</b>	<b>\$ 3,425</b>

Explain "Other" expenses: Use additional paper to explain as necessary.

**Grant Product Cost Summary**  
 (Use Additional Sheets if Needed)

<b>Product</b>	<b>Grant Request</b>	<b>Local Contribution</b>	<b>Total Budget</b>
1	\$ 3,000	\$ 425	\$ 3,425
2	\$	\$	\$
3	\$	\$	\$
4	\$	\$	\$
<b>TOTAL</b>	<b>\$ 3,000</b>	<b>\$ 425</b>	<b>\$ 3,425</b>

Please submit your application with all supplemental information to  
 Attn: Larry French, Grants Administrative Specialist  
 Community Services Division

## 2007-2009 DLCD GRANT APPLICATION Grantee Share Cost Information

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### For State General Fund Grants:

All contributions, whether cash or in-kind, shall be accepted as part of the grantee's matching or cost sharing when such contributions are:

- a. Identifiable from the grantee's records,
- b. Not included as contributions for any other grant or contract, and
- c. Necessary and reasonable for proper and efficient accomplishment of project objectives.

**In-kind contributions** are made in some form other than money. They may represent the value of goods and services, which benefit the grant program and are specifically identifiable to that program. They may be made by the grantee, other public agencies, private organizations, appointed members of advisory committees, and/or individuals. Items which qualify as in-kind contributions and the methods for assessing their value include:

- a. Volunteer services – Rates for volunteers should be consistent with regular rates paid for similar work in state and local government. If there is no similar work in state or local government, the rates should reflect the grantee's local labor market. When another employer donates an employee's regular services to the grantee, those services are valued at the employee's normal pay rate.

- b. Contributed materials – This includes office supplies or other supplies directly related to the project. The price assessed should be reasonable. It should be based on fair market value when charged to the project.
- c. Donated equipment, building, land or use of space – Include depreciation and use charges for equipment and buildings and fair rental charges for land.
- d. Employees of other organizations – Services are within same skill for which employee is normally paid. Valuation: Employee rate including fringe but excluding overhead.

**In-kind paid for in cash** is accounted for by normal accounting procedures. However, in-kind for which you establish value should be accounted for as follows:

- a. Services – Maintain record for those attending meetings; their hours, date and place of meeting, just as you record employee hours.
- b. Documentation – Document your method of computing at the hourly rate for personal services and the cost of materials, equipment, buildings and land charges.

**City of Troutdale  
Periodic Review Citizen Involvement Plan**

**PROJECT NARRATIVE**

**1. Goals and Objectives**

The purpose of this project is to develop an effective citizen involvement program that can guide the City of Troutdale in carrying out its periodic review work program during the course of its anticipated three-year effort to update its Comprehensive Land Use Plan.

Inherent in such a project are several objectives important to the success of that effort. The final program developed by the City will:

- Assure citizens and affected agencies the opportunity to be heard during all phases of the project;
- Provide a mechanism to obtain useful information;
- Help to educate citizens and agencies about technical issues that may be encountered, land use planning generally and the new Plan;
- Assist the community in developing a sense of ownership in the final Plan;
- Foster the effective accomplishment of the Plan; and
- Allow the City to anticipate and provide for adequate staff and financial resources to assure the involvement plan will be effectively conducted.

**2. Products and Outcomes**

The product expected from this project is a Citizen Involvement Plan that effectively involves local citizens, affected City departments and nearby agencies, as well as other entities likely to be part of the planning project or those likely to be affected by the result.

Interim products such as notes developed during interviews will be kept by the City in its records.

**3. Work Program & Payment**

**A. Tasks**

1. Hire consultant familiar with the community, local citizens and affected agencies to prepare Citizen Involvement Plan.

Expected Outcome: A personal services agreement with a consultant who will perform the work.

2. Consultant interviews City planning staff, other pertinent City departments, as well as other affected agencies and entities as to how to most effectively involve them in the City's Periodic Review and its Comprehensive Plan update. Particular attention is to be given to the City Public Works Department, Troutdale Historical Society, West Columbia Gorge Chamber of Commerce, Housing Authority of Portland and Sandy Drainage Improvement Company as active partners in the preparation of various elements of the final Comprehensive Plan.

Expected Outcome: A memorandum on the results of the interviews.

3. Other agencies likely to be affected by the Plan, such as the cities of Fairview, Gresham and Wood Village, Multnomah County, the Port of Portland, Metro, and the Oregon Department of Land Conservation and Development will also be queried about how to most effectively involve them.

Expected Outcome: A memorandum on the results of the interviews.

4. Other local interest groups likely to desire participation will be identified.

Expected Outcome: A list of local interest groups that could be solicited for their participation over the course of periodic review.

5. While some participation opportunities may be anticipated, such as a kick-off meeting, passive surveys, Measure 56 notices and formal public hearings prior to adoption, additional productive public activities at each phase of the periodic review project that may be applied in a simple, straight-forward and cost-effective manner will be identified through discussion with local planners and partners. These suggestions will be evaluated by the consultant and City staff. Those determined to be appropriate will then be fashioned into the draft Involvement Plan.

Expected Outcome: A Draft Citizen Involvement Plan

6. The draft Citizen Involvement Plan will be reviewed by City staff and the Troutdale Citizens Advisory Committee (CAC).

Expected Outcome: A meeting of the CAC to review the draft CIP.

7. After comments are received by the staff and CAC, the consultant will prepare a final plan for the City. The Final Citizen Involvement Plan (CIP) will be the project's final product.

Expected Outcome: The final Citizen Involvement Plan

#### **B. Timeline**

All project work is to be completed by June 30, 2009.

#### **C. Payment Schedule**

One payment of \$3,000 to be made to the City by DLCD upon completion of the project.

4. **Review Criteria**

Not applicable.

5. **Project Partners**

The City of Troutdale Community Development Department will be the sole active participant in the project. However, a number of other jurisdictions, agencies and entities will contribute information and suggestions to the project:

- City Public Works Department – as the primary entity involved with the development of the information to be used in crafting the Public Facilities Plan and evaluating the City Transportation System Plan their suggestions for their own, the consultant's and the public's involvement will be solicited.
- The West Columbia Gorge Chamber of Commerce will be asked to suggest participation opportunities regarding the updating of the City's commercial and industrial lands planning, as well as be queried about their participation in possible changes to the City's urban boundary and reserve areas.
- The Troutdale Historical Society will be asked to assist in the collection of data, public meetings and final hearings regarding local historical resources. It is hoped they will play an active role in facilitating local processes.
- Discussions will occur with the Housing Authority of Portland as regards their most appropriate role in local housing opportunities and needs.
- The Sandy Drainage Improvement Company will be actively involved with the Public Facilities Plan and such other plan elements as are determined to be appropriate after review with their staff.
- An on-going mechanism will be mutually crafted for the duration of the periodic review process that involves the cities of Fairview, Gresham and Wood Village, as well as Multnomah County, the Port of Portland and various state agencies. A final listing of participating agencies will be developed within the structure of the CIP.

6. **Cost-sharing and Local Contributions**

The City of Troutdale will contribute staff time, as well as incidental materials and services (e.g., photocopying and plan duplication) in the amount of \$425.00 (estimated).

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## *Attachment B*

DLCD General Fund PR Grant Agreement  
Contact Information  
For The City of Troutdale  
PR-U-09-210

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

**Grant Manager:**

Jennifer Donnelly  
DLCD Portland Office  
800 N.E. Oregon Street #18, Suite 1145  
Portland, Oregon 97232

[jennifer.donnelly@state.or.us](mailto:jennifer.donnelly@state.or.us)

Phone: 971-673-0963  
Fax: 971-673-0911

**Grant Program Manager:**

Darren Nichols  
DLCD Salem Office  
635 Capitol St NE, Suite 150  
Salem, OR 97301-2540

[darren.nichols@state.or.us](mailto:darren.nichols@state.or.us)

Phone: 503-373-0050 ext. 255  
Fax: 503-378-5518

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

**Grant Administrative Specialist/Coordinator**

Larry French  
DLCD Salem Office  
635 Capitol St NE, Suite 150  
Salem, OR 97301-2540

[larry.french@state.or.us](mailto:larry.french@state.or.us)

Phone: 503-373-0050 ext. 283  
Fax: 503-378-5518

Department of Land Conservation and Development  
2007-2009 Request for Reimbursement or Final Closeout

Grantee Name <b>City of Troutdale</b>		Grant No. assigned by DLCD <b>PR-U-09-210</b>		Final Report Yes No	
Funding/Grant period From:		To: June 30, 2009		Period covered by this report From:	
				To:	
<b>Transactions</b>		<b>Previously reported</b>		<b>This period</b>	
<b>DLCD Grant Expenditures</b>		<b>Do Not Write in this Space</b>		<b>Do Not Write in this Space</b>	
1. Salaries and Benefits (not provided by contract)					
2. Supplies and services					
3. Contracts (Hired by Grantee including consultants; provide name and contact information)					
4. Other (provide detailed list & explanation)					
5. Total (add lines 1,2,3,4)					
<b>Local Contributions (if applicable)</b>		<b>Previously reported</b>		<b>This period</b>	
6. Salaries and Benefits					
7. Supplies and services					
8. Contracts					
9. Other					
10. Total (add lines 6,7,8,9)					
11. Payment requested (from line 5)		<b>DO NOT WRITE IN THIS SPACE</b>		<b>DO NOT WRITE IN THIS SPACE</b>	
Certification: 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.					
Typed or Printed Name and Title			Address where payment is to be sent		
Signature of Authorized Certifying Official			Date Report Submitted		

Do Not Write Below This Line

FOR DLCD USE ONLY

Do Not Write Below This Line

<b>DLCD CERTIFICATION</b>			
I certify as a representative of the Department of Land Conservation and Development, that the Grantee:			
_____ Has met the terms and conditions of the grant and that 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 _____
PGA _____	OBJECT CODE _____	VENDOR NO _____	AMOUNT _____

## Attachment C-Instructions

### Department of Land Conservation and Development 2007-2009 Planning Technical Assistance Grant Agreement Interim Reimbursement and Closeout Form Instructions

One copy of the Request for Reimbursement or Closeout report form is attached. If you would like an electronic version, please contact Larry French at (503) 373-0050 ext. 283, or [larry.french@state.or.us](mailto:larry.french@state.or.us).

**Note:** It is important that you retain documentation of expenditures in a grant file maintained in your jurisdiction as provided in Paragraph 7 of the Standard Award Conditions, which provides that records be maintained for at least three (3) years after the Closeout Date.

**Note:** It is important that the grant funds disbursed to you must be used between the Effective Date and NOT AFTER the Closing Date of this agreement.

The report documents the allowable expenditures of previously distributed funds. Unexpended funds must be returned to DLCDC. They will revert to the State's General Fund.

Please show total actual expenditures only of DLCDC Grant Award and Local Contributions.

- In the first row, please fill in the Grantee Name, Grant Number, and highlight or circle Final Report "Yes or "No.
- In the second row, please fill in the Starting Date for which the reimbursable expenditures were incurred.
- The form then splits into three vertical columns for each expense category:
  - The first Column, "Previously Reported", should equal the Cumulative column from the previous reimbursement request. If the submission is the first request, the column will be blank.
  - The second column, "This Period" captures and identifies expenditures for which reimbursement is currently being reported.
  - The third Column, "Cumulative" is the total of the first and second columns.
- In **DLCDC Grant Funding Expenditures** – (required) DLCDC Grant Funds fill in items 1 – 4 and 5 total line, and (if applicable) Local Contributions items 6-9 and 10 total line.
- **Salary and Benefits** (*Identified as box "1" under DLCDC Grant Funding*) includes the grantee's staff time, including Other Personnel Expenses. Receipts are not required with this report submission.
- **Supplies and Services** include the grantee supplies used and personal services (*Identified as box "2" under DLCDC Grant Funding*). Receipts are not required with this report submission.
- **Contracts** (*Identified as box "3" under DLCDC Grant Funding*) 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 is: Name, address, and phone number of the payee. If there are multiple entities, please provide the amount of grant funds allocated for the reimbursement of each, individually.
- **Other** - Please provide a brief explanation and dollar breakdown for amounts listed as "Other". Receipts are not required (*Identified as box "4" under DLCDC Grant Expenditures*). **Note: Travel expenses will not be reimbursed, and will not be approved.** This also includes contractors and consultants.

- The Total (*Identified as box "5" under DLCD Grant Expenditures*) listed in the "DLCD Grant Expenditures" section cannot exceed the total amount of the previously disbursed funds. If the total is less than the disbursed amount, the difference between the amount previously disbursed and the amount listed on the Total of the DLCD Grant Expenditures section is due and payable to DLCD upon submission of the closeout report. Please send a check with the report to: DLCD, Attn: Fiscal Department, 635 Capitol Street NE, Suite 150; Salem, OR 97301.
- Reporting of Local Contributions (*Identified as box "6-10" under DLCD Local Contributions*) if applicable. This section is included in order to provide DLCD with accurate information regarding the cost of activities and/or products worked on in compliance with this grant. This category includes both in-kind and cash contributions.
- Certification: Please read and understand the box on the form.

The next Group of boxes is for taking responsibility for the information being submitted and requesting payment (identified as boxes "12 – 15").

- Print Name and Title box is required (*identified as box "12"*).
- Mailing address including City, State and zip code where payment can be sent (*Identified as box "13"*).
- Signature of Authorized Certifying Official by signing this box this person takes responsibility of the information and accuracy of the information (*identified as box "14"*).
- Date Report submitted is the date the form is signed (*identified as box "15"*).

Before a payment can be issued, **all grant products, required documentation and the signed reimbursement form** must be received and accepted by the department, as stipulated in the grantee agreement.

Please follow the payment schedule as identified in the Special Award Conditions table of the grant agreement, when submitting a request for payment or closeout. Forms and all accompanying information to the address provided below or EMAIL a **.PDF file** of the signed cover letter, signed Attachment C, and accompanying information per grant agreement to Larry French – [larry.french@state.or.us](mailto:larry.french@state.or.us).

VIA - USPS mail to:  
 Attention: Larry French, Planning Grants Manager  
 Department of Land Conservation and Development  
 635 Capitol Street NE, Suite 150  
 Salem, Oregon 97301-2540

**DLCD Content Standard and Requirements  
For The GIS Grant Products  
For The City of Troutdale PR-U-09-210**

The State of Oregon and the Department of Land Conservation and Development are using the Federal Geographic Data Committee (FGDC) standards of Geographic Information Systems (GIS) metadata. This attachment incorporates by reference, the standards specified by the FGDC Content Standard for Digital Geospatial Metadata into the attached grant agreement.

The standards can be found on the state website <http://gis.oregon.gov>

Additionally, DLCD requires the following:

- All grant products are publicly useable.
- The grant product is submitted in electronic form compatible with Environmental Systems Research Institute's (ESRI) ArcGIS (coverage, shapefile, or geodatabase).
- Data should be free of topological errors.
- The projection of the data may be determined by the grantee. All data shall have the projection defined within the dataset and must be documented in the metadata.
- Include the FGDC compliant metadata in an electronic file.

Thank you. If you have any questions, please contact your grant manager.