

RESOLUTION NO. 2145

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH THE OREGON DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT ACCEPTING A GRANT TO ASSIST WITH THE CITY'S PERIODIC REVIEW TASKS

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The City of Troutdale has been in periodic review since May 20, 2008 when the Oregon Department of Land Conservation and Development (DLCD) notified the City that our periodic review had officially begun.
2. DLCD administers a grant program to assist local governments with periodic review tasks.
3. In August 2011 the City submitted a grant application for funds to retain consultants to help carry out periodic review work program tasks related to the transportation system plan update and preparation of a public facilities plan.
4. On October 14, 2011 DLCD notified the City that the grant application has been approved and that an \$80,000 grant will be awarded upon signing of the grant contract.
5. Acceptance of this \$80,000 grant provides the City with the means to retain the services of needed consultants to complete periodic review tasks beyond its staffing abilities.

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

- Section 1. The mayor is authorized to sign the grant contract substantially in accordance with the Grant Contract attached as an Exhibit to the staff report.
- 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: 7
NAYS: 0
ABSTAINED: 0

Mayor Jim Kight
Jim Kight, Mayor

March 14, 2012
Date

Debbie Stickney
Debbie Stickney, City Recorder

Adopted: March 13, 2012

Oregon Department of Land Conservation and Development 635 Capitol Street N.E. Salem, Oregon 97301 2011-2013 Grant Contract		Date March 5, 2012
		Type of Grant Technical Assistance - Urban
Grantee Name City of Troutdale Community Development Department		Grant No. PR-U-13-172
Street Address 104 S.E. Kibling Avenue Troutdale, Oregon 97060		DLCD Share of Cost \$80,000.00
State General Fund X	Closing Date May 30, 2013	Grantee Share of Cost (if applicable) \$318,000.00
Last Legal Date to Amend Grant per Standard Condition 16.	Amendments Deadline to this Grant <u>NO LATER THAN</u> March 1, 2013	Total Cost \$398,000.00
Project Title Troutdale Periodic Review Program: Public Facilities Plan and Update to the TSP		
Grantee Representative Rich Faith, Community Development Director Phone: 503.674.7261 rich.faith@troutdaleoregon.gov		DLCD Representative Jennifer Donnelly, DLCD Grant Manager Phone: 503.725.2183 jennifer.donnelly@state.or.us

This State of Oregon grant Contract herein referred to as **Contract**, and is by and between the **Department of Land Conservation and Development**, herein referred to as **DLCD**, and the **City of Troutdale** Community Development Department herein referred to as **Grantee**.

This Contract, approved by the Director of the Department of Land Conservation and Development, acting on behalf of the Land Conservation and Development Commission, is issued in duplicate and constitutes an obligation of 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 Contract 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 the grant award. Upon receipt of the signed Contract the DLCD Grant Program Manager shall sign and return one copy to Grantee.

The Effective Date of this Contract is the latest date on which all parties have signed this Contract and all necessary approvals have been obtained by the "Effective Date".

Funds provided under this Contract can only be used for **expenditures incurred on or after the Effective Date and on or before the Closing Date specified above.**

This grant may be amended according to the policies and procedures of DLCD, and with the Contract of all parties to the Contract, but the Closing Date cannot go beyond **May 30, 2013**.

This Contract consists of the required signatures and attachments listed and checked below. The attachments are listed in descending order of precedence. In the case of any conflict among the documents, the document with the higher precedence shall control.

Components of the Contract 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: Grantee Grant Application and Narrative
- Attachment B: Contact Names and Addresses identified in Attachment B
- Attachment C: Request for Reimbursement Form and Instructions
- Attachment D: DLCD Form 1 Notice of Proposed Plan Amendment Submittal Form
- Attachment E: DLCD Form 1 Periodic Review Submittal Form
- Attachment F: Periodic Review Assistance Team (PRAT) Names and Addresses
- Attachment G: Intergovernmental/Regional Solutions Team (IGRST) Names

Print Name of Authorized Official For the Grantee <i>Jim Kight</i>	Title <i>Mayor</i>	Date <i>3-14-12</i>
Signature of Authorized Official For the Grantee <i>Jim Kight</i>		
Print Name of DLCD Grant Program Manager Patty Snow	Title Community Services Manager	Date <i>3-20-12</i>
Signature of DLCD Grant Program Manager <i>P. Snow</i>		

DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT SPECIAL AWARD CONDITIONS

Subject to any applicable debt limitation set forth in Article XI, Section 10, of the Oregon Constitution, by city charter or otherwise, and contingent upon funds being appropriated by the Legislative Assembly and sufficient allotment authority therefore, Grantee agrees to the provisions below.

1. **Grantee agrees** that this grant, number **PR-U-13-172**, to **City of Troutdale Community Development Department** supports the work described in the Grantee's grant application (the "Project" or the "Work"), which is incorporated into this Contract as **Attachment A-Grantee Grant Application and Narrative**. Where the terms of the other Contract documents and Attachment A differ, Attachment A will be given the priority set forth above and these special award conditions shall prevail.
2. **Grantee agrees** that all reports, studies, and other documents produced under this scope of work must indicate on the cover or the title page an acknowledgement of the financial assistance provided by DLCD and Bear the following legend: "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."
3. **Grantee agrees** to identify the location of the originals of any Product(s) or "Work Product(s)", if the copy is submitted to DLCD or if the "Product(s)" or "Work Products" is one-of-a-kind document.
4. **Grantee agrees** to first obtain DLCD approval of any chosen facilitator (consultant), before locally approving a facilitator (consultant), and signing a Local Agreement or Local Contract to perform all, or a portion of the Project.
5. **Grantee agrees** to provide a legible copy of the signed Local Agreement or Local Contract between the jurisdiction and the facilitator, no later than 3 business days after both parties have signed the Local Agreement or Local Contract.
6. **Grantee agrees to complete the following by June 1, 2012**
 - a. Identify by name, address, telephone, and email address, those person(s) who will be performing the Project Work and which of tasks listed under the Scope of Work for this Contract ("Work Tasks") they will work on.
 - b. List each step that will be taken to complete each Work Task(s) and any Product(s) or Work Product(s) delivered in connection with the Work Task(s).
 - c. Provide a specific and descriptive explanation of each "Product" or "Work Product" to be delivered under a Work Task.
7. **Grantee agrees** in performing the Project under this Contract, to ensure consistent, coordinated use of population, employment, housing, and land needs projections associated with the following activities: The periodic review work programs and related tasks to Goal 11 and 12; and the transportation system plans being prepared pursuant to OAR 660-012.

8. *Grantee agrees* to make every effort to adopt the Final Product(s) (i.e., ordinances, maps, data bases, supporting documents, and photographs) or otherwise seek approval by the governing body
9. *Grantee agrees* that any Periodic Review Contract Final Products will be adopted Products and identified with a Work Task number and submitted under Attachment F- DLCD Form 1 Periodic Review Submittal Form per ORS 197.622-ORS 197.644 and OAR 660-025-130(1).
10. *Grantee agrees* that any Periodic Review Work Program Task Contract Final Products must be first proposed under Attachment D: DLCD Form 1 Periodic Review Work Program Task Proposed Hearing 35 days per ORS 197.610 and OAR 660-025-0080 before the first evidentiary hearing and will be adopted by the governing body and submitted under Attachment E- DLCD Form 1 Periodic Review Adopted Submittal Form per ORS 197.622-ORS 197.644 and OAR 660-025-130(1).
11. *Grantee agrees* that Draft Product(s) may be accepted for approval instead of Adopted Product(s) when requested in writing on jurisdiction letterhead an original signature of the grantee, or an authorized representative and if received in the DLCD Salem Office at least ninety (90) days prior to Closing Date of this Contract or the Amendments Deadline Date specified on Page 1 of this Contract. The request will be reviewed and approved in writing by the DLCD Grant Manager if substantial progress has been made toward adoption and the adoption is scheduled to occur on or before the date that is one hundred twenty (120) days after the Closing Date. See also, Department of Land Conservation and Development Standard Award Condition 16 on Page 16 of this Contract.
12. *Grantee agrees* that any Final Draft Product(s) (i.e., ordinances, maps, websites, databases, supporting documents, and photographs) shall be hearings ready drafts approved by a resolution of the governing body and shall be accompanied by a report in detailing why the Product(s) were not adopted and a time frame for the future adoption of the Product(s).
13. *Grantee agrees* that any notice issued by 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 Contract.
14. *Grantee agrees* to coordinate and provide notice to DLCD, ODOT, Metro, Multnomah County, and any other agencies, and organizations listed in Attachment A of public meeting(s), workshop(s), work session(s), and/or hearing(s) to develop, review or approve products prepared under this Contract.
15. *Grantee agrees* in consultation with the DLCD Grant Manager, ODOT, Metro, and Multnomah County to provide timely review of all draft copies of Work Product(s), and non-related Draft Work Product(s) to DLCD, affected agencies and organizations for review and comment.
16. *Grantee agrees* to submit a written report at the request of the DLCD Grant Manager at any time outside of the payment schedule in addition to the reports submitted with Attachment C.
17. *Grantee agrees* that DLCD will provide no more than **one interim payment and a final payment** before the Closing Date, and agrees that payments will be made only upon submittal of qualifying Product(s) and progress report(s) in accordance with the terms of Attachment C to this Contract. The report(s) must describe the progress to date on each Work Task(s) or Product(s) undertaken during the billing period. Other written or verbal progress reports will be provided upon reasonable request by the DLCD Grant Manager.

18. **Grantee agrees** that the total reimbursement request for All Work Task(s) or Product(s) the total reimbursement of all Work Task(s) or Product(s) shall not exceed **\$80,000.00**.
19. **Grantee agrees** and understands that payments under this Contract will be reduced if Work Task(s) or Product(s) scheduled to be completed are not completed by its governing body by the timeline provided in the Work Program and Timeline set forth in the Scope of Work. The total grant payments under this Contract will not be reduced under this paragraph by more than **20%** rounded up to the near dollar amount which equals **\$16,000.00**. Grantee further understands and agrees that DLCD's payment obligations under this Contract are conditioned upon DLCD's receiving funding, appropriations, limitations, allotments or other expenditures authority sufficient to allow DLCD in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Contract.
20. **Grantee agrees** that if a new comprehensive map or zoning map is created or an existing map is revised or updated the product(s) need to be submitted in an electronic form compatible with the Environmental Systems Research Institute's (ESRI) ArcGIS (Coverage, Shapefile and Geodatabase)
21. **Grantee agrees** GEO/GIS data should be free of topological errors and Metadata compliant with the current State of Oregon Metadata Standards accessible at <http://www.oregon.gov/DAS/EISPD/GEO/standards/standards.shtml> under file name Introduction to Oregon Metadata Standard (metadata_Opportunity [1].pdf). The Projection of the data may be determined by the jurisdiction. All data should have the projection defined with the dataset and must be documented in the metadata.
22. **Grantee agrees** that DLCD may display appropriate Product(s) on its web interface or corporate GIS data generated under this Contract and any additional data provided that is not specifically restricted into state agency databases, acknowledging that Grantee and agents of Grantee are not responsible for the accuracy of such data. DLCD may also share the data specifically generated under this Contract with other agencies and organizations, as this is data that DLCD owns as Work Product(s) under Standard Award Conditions Number 5.
23. **Grantee agrees** if GIS is not available; submit an 8.5 x11.00 hard and a CD of the map(s).
24. **Grantee agrees** to produce and submit to DLCD those Product(s) as specified in this Contract, including but not limited to those Products further described in Grantee's Grant Application Narrative or Scope of Work (SOW).
25. **Grantee agrees** to not use or charge grant funds provided under this Contract for consultant(s) trip expense(s), lodging, or any other expense submitted by consultant(s), except for the initial consultant(s) trip to Grantee. Grantee may use grant funds to pay for Product(s) produced by consultant(s).
26. **Grantee agrees** to provide copies of all final Product(s) produced under this Contract to DLCD in the manner described in the following Scope of Work and in **Attachment A-Grantee's Grant Application and Narrative**.
27. **Grantee agrees** to perform the following activities described in further detail in the Special Award Conditions Program and Timeline described below and the Grantee's application (**Attachment A-Grantee's Grant Application and Narrative**). "Item No." Note: designation P1= Interim Payment; FP = Final Payment of Contract; R1 or R2 = Report one or two.

City of Troutdale PR Scope of Work Periodic Review Task 3 and 4

Project Purpose Statement

The City of Troutdale has been in periodic review since the initial notification from DLCD in May 2008. The City's work program, approved in April 2010, identifies six tasks. Two tasks have already been completed, two are close to completion, and two have not yet been commenced. The two tasks that have not yet begun are Task 3, Develop a Public Facilities Plan, and Task 4, Update the City's Transportation System Plan (TSP).

The purpose of this project is to carry out periodic review work program Tasks 3 and 4 as the next phase toward completing the overall work program that will eventually result in a full update of the Troutdale Comprehensive Land Use Plan.

The approved work program contemplates a three-year effort to complete the periodic review tasks and the ultimate goal of a complete comprehensive land use plan update. The prior periodic review assistance grant project (2009-2011 grant cycles) enabled the City to undertake three work program tasks with the understanding that it would seek another grant as part of a multi-year/multi-biennium program.

Limited city staffing will necessitate the use of consultants to complete Tasks 3 and 4. City staff will assist the consultants hired to complete Tasks 3 and 4 as necessary.

Products and Outcomes

The products expected from this project are as outlined in the approved periodic review work program tasks relating to Tasks 3 and 4.

Specific products that will result from this project are the following:

A. Transportation System Plan (TSP) Revisions

Task 4 of the approved periodic review work program is to update the TSP. The City's present TSP was last updated and adopted in August 2005, making it relatively current. Analysis of the entire transportation system and modeling of the entire road network should not be necessary as part of this update project. There are three areas that the TSP update will need to focus on:

- (1) Compliance with amendments to the Transportation Planning Rule (TPR) (OAR Chapter 660-012) since the current TSP was adopted in 2005.
- (2) Compliance with the 2035 Regional Transportation Plan (RTP) adopted by Metro in June 2010. The City's TSP must be consistent with the RTP.
- (3) Incorporating the conclusions and recommendations of the I-84 Troutdale Interchange Area Management Plan (IAMP). This IAMP was completed in early 2011 and was adopted on July 11, 2011 by the Oregon Highway Commission as part of the Oregon Highway Plan.

B. Public Facilities

Task 3 of the approved periodic review work program is to develop a Public Facilities Plan in accordance with Statewide Land Use Goal 11 and its administrative rule (OAR 660-011). The public facilities plan describes the water, sanitary sewer and storm water facilities which are needed to support the land uses designated in the comprehensive plan. The public facilities plan is comprised of the City's water master plan, sanitary sewer master plan and a storm water master plan. These individual plans will identify the facilities needed to support the land use designations under the City's Comprehensive Land Use Plan.

Project Overview and Management

Overall management of the Project will be the responsibility of City of Troutdale as assisted by the DLCD Grant Manger. Specific Project management duties of the City will include:

- a. Organizing and managing the advisory committee;
- b. Selecting a consultant and Contracting for consultant services;
- c. Overseeing consultant work described in this scope of work;
- d. Scheduling and managing meetings, including activities such as, preparing and distributing meeting notices, agendas, and summaries; and assisting the consultant with meeting facilitation.

Project Meeting Materials

Written Project documents or memorandum prepared by the consultant shall be provided to The City of Troutdale in electronic format (pdf and Word) one week prior to any scheduled meetings.

City of Troutdale shall prepare meeting agendas and summaries for any meetings. City of Troutdale shall distribute meeting materials electronically to DLCD and project partners as described in Attachment-A Form and Narrative at least five (5) days prior to any scheduled meeting.

Project Deliverables Schedule

The deliverables or "Products" or "Work Products" schedule identified throughout this scope of work refers to months after when the Contract's Effective Date.

Expectations about Written and Graphic Deliverables

In accord with Section 2 of the Special Award Conditions, all reports, studies, and other documents produced under this scope of work must indicate on the cover or the title page an acknowledgement of the financial assistance provided by DLCD and Bear the following legend: "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."

The consultant shall provide one CD copy and one paper copy of the final Products to the City of Troutdale. City of Troutdale shall reproduce and distribute one CD and one paper copy of the all products including Final Products to DLCD, the project partners.

Work Program and Timeline:

Part 1: Transportation System Plan Update

This section of the contract will update the City's Transportation System Plan (TSP) which is referred to in the City of Troutdale's Periodic Review Work Program as Task 4.

Task 1: Select a consultant and enter into personal services agreement.

The City will issue a RFP to obtain service proposals from consultants interested in performing the work for the Transportation System Plan and the Public Facilities Plan Updates. The selected firm or firms will be awarded the contract for planning services. See DLCD Special Award Conditions numbers 4 and 5 on Page 3 for details. Prepare a report on using the DLCD Special Award Conditions numbers 6a-c on Page 3 for details.

Task 1 Product(s): City Deliverables: (1) A Sign consultant contract(s) include printed name, address, agency, phone number, and email address. (2) A completed report on DLCD Special Award Conditions numbers 6a-c by June 1, 2012.

Task 1 Timeline: Approximately Months 1 - 2

Task 1 Budget: \$1,000

Task 2: Review, and Evaluate TPR, RTP, IAMP Plans and Reports

City Staff and Consultant Review and evaluate TPR, RTP and IAMP and any other plans, studies or reports related to the TSP since its 2005 adoption to determine where amendments to the TSP need to occur.

Task 2 Product(s): City and Consultant Deliverables: A detailed report on the plans and reports reviewed and evaluated and what was the outcome or determination of the review.

Task 2 Timeline: Approximately Month 3

Task 2 Budget: \$15,000

Task 3: Perform Analysis and Evaluate Current TSP; and draft TSP Amendments

The Consultant with the help of City Staff will analysis and evaluate alternative Strategies in for addressing current TSP needs, and with results of that analysis and evaluation the Consultant will draft TSP and comprehensive plan amendments to implement the changes. City Staff complete a staff report for future PC and CC Hearings.

Task 3 Product(s):

City Deliverables: A report on the Analysis and Evaluation of TSP; and City Staff Report.

Consultant Deliverables: Deliver Draft TSP and Draft Comprehensive Plan Amendments to City

Task 3 Timeline: Approximately Month 4

Task 3 Budget: \$15,000

Task 4: 35 Day Periodic Review Notice

Prepare 35-day notice Attachment D – Form 1 DLCD Notice of Proposed Plan Amendment Submittal Form and Work Product(s) from Tasks 3 above for Planning Commission or City Council Public Hearing. (*35 days before first hearing*)

Task 4 Product(s): **Attachment D** – Form 1 DLCD Notice of Proposed Plan Amendment Submittal Form and the draft ordinances to the Development Code

Send **Attachment D** and Tasks 3 product(s) in one (1) hard copy and one (1) digital CD to the Grant Administrative Specialist at the address listed in **Attachment B** – DLCD Contact Information.

Task 4 Timeline: Approximately Month 4 Weeks 1 - 2

Task 4 Budget: \$000

Task 5: Revise and Finalize TSP Amendments

Contractor will prepare final TSP amendments comply or consistent with TSP, RTP and IAMP that will be the subject of public hearings and adoption by the Planning Commission and City Council. City Planners will review final TSP Amendments from contractor, and finalize for hearings.

Task 5 Product(s):

City Deliverables: Draft Hearings Ready TSP and Comprehensive Plan Amendments.

Consultant Deliverables: Draft TSP and Comprehensive Plan Amendments

Task 5 Timeline: Approximately Months 5 - 6

Task 5 Budget: \$12,000

Task 6: Prepare and Adopt TSP and Comprehensive Plan Amendments
The City will prepare the final ordinance documents, staff reports, maps, and products from Task 3 and 5. Hold Planning Commission and City Council Meetings to adopt the TSP and Comprehensive Plan Amendments. Hold hearings of PC and CC.

Task 6 Product(s): City Deliverables: Hearings Ready Drafts of Ordinance(s), Signed Ordinance(s), TSP Amendment(s) and Comprehensive Plan Amendment(s), Participation List.

Task 6 Timeline: Approximately Month 7

Task 6 Budget: \$4,000

Task P1: Interim Payment Request

Interim Payment: Reimbursement up to \$50,000.00 upon submittal of Work Product(s) listed in **Tasks 1-6 and verification of Report Special Award Condition 6a-c;** and a signed **Attachment C: DLCD Interim Reimbursement Form** request acceptable to DLCD.

Submit: one (1) copy each of the work product(s) in a hard copy and one (1) CD to the Grant Manager, and one (1) copy each product(s) in a hard copy and One (1) CD to the Grant Administrative Specialist to addresses listed in **Attachment B – DLCD Contact Information.**

Send Attachment C – Interim Reimbursement Form, and accompanying Work Product(s) to the Grant Administrative Specialist. Payment will not be made until all copies are received in the Salem Office and approved by DLCD.

Part 2: Development of Public Facilities Plan (PFP)

This section of the contract will developing a City Public Facilities Plan, which is referred to in the City of Troutdale's Periodic Review Work Program as Task 3.

Task 7: Review of Various City Master Plans for PFP Update

Consultant will review various City utility master plans that provide the basis for preparing the public facilities plan. Determine any gaps in these plans from OAR 660-011 requirements for a public facilities plan. Consultant will prepare a technical report outlining the findings from their investigation.

Task 7 Product(s):

Consultant Deliverables: A technical report to the City Community Development Department.

Task 7 Timeline: Approximately Months 8 - 9

Task 7 Budget: \$10,000

Task 8: Perform any Necessary Analysis and Evaluation

The Consultant with the help of the City Staff will analysis and evaluate alternative strategies that address gaps in existing utility master plans for purposes of a public facilities plan meeting OAR requirements, and with results of that analysis and evaluation the consultant will draft for City review and Project Partners a report, Draft Public Facility Plan (PFP) and comprehensive plan amendments to implement the changes, and prepare a staff report.

Task 8 Product(s):

City Deliverables: A report to DLCD and Partners on the contractors Analysis and evaluation of PFP and comments, including Draft PFP, Comp Plan Amendments, and Staff Report

Consultant Deliverables: Deliver Draft PFP and Draft Comprehensive Plan Amendments to City, and technical report summarizing findings on analysis and alternatives.

Task 8 Timeline: Approximately Month 10

Task 8 Budget: \$8,000

Task 9: 35 Day Periodic Review Notice

Prepare 35-day notice Attachment D – Form 1 DLCD Notice of Proposed Plan Amendment Submittal Form and Work Product(s) from Tasks 8 for Planning Commission or City Council Public Hearing. (*35 days before first hearing*)

Task 9 Product(s): Attachment D – Form 1 DLCD Notice of Proposed Plan Amendment Submittal Form and the draft ordinances to the Development Code

Send **Attachment D** and Tasks 8 product(s) in one (1) hard copy and one (1) digital CD to the Grant Administrative Specialist at the address listed in **Attachment B** – DLCD Contact Information.

Task 9 Timeline: Approximately Month 10 Weeks 1 -2

Task 9 Budget: \$000

Task 10: Revise and Finalize PFP Amendments

Contractor will prepare final PFP from Task 7 and 8 Products and City Reports and findings that comply and are consistent with OAR 600-011 that will be the subject of public hearings and adoption by the Planning Commission and City Council. City Planners will review final PFP Amendments from contractor, and finalize for hearings.

Task 10 Product(s):

City Deliverables: Draft Hearings Ready PFP and Comprehensive Plan Amendments and findings that support the plan.

Consultant Deliverables: Draft PFP and Comprehensive Plan Amendments

Task 10 Timeline: Approximately Months 11 -12

Task 10 Budget: \$8,000

Task 11: Prepare and Adopt PFP and Comprehensive Plan Amendments

The City will prepare the final ordinance documents, staff reports, maps, and products from Task 9 and 10. Hold Planning Commission and City Council Meetings to adopt the PFP and Comprehensive Plan Amendments. Hold hearings of PC and CC.

Task 11 Product(s): City Deliverables: Hearings Ready Drafts of Ordinance(s), Signed Ordinance(s), TSP Amendment(s) and Comprehensive Plan Amendment(s), Participation List.

Task 11 Timeline: Approximately Month 13

Task 11 Budget: \$4,000

Task 12: Periodic Review Adoption Form 1

Prepare Attachment F – PR Form 1 DLCD Periodic Review Work Task Submittal Form including PR Notice of Objection Letter to Public, List of Participants, Participants request notification, Signed Ordinances, and findings supporting ordinances per OAR 660-025-0130-Submission of Completed Work Task.

Task 12: Product(s): Attachment F – PR Form 1 DLCD Periodic Review Work Task Submittal Form and all of the above in this Task 12.

Send Attachment F and Item 12 Product(s) in a hard copy and digital CD to the Grant Administrative Specialist at the address listed in Attachment B – DLCD Contact Information.

Budget Summary

Task 1 – Select a consultant and enter into personal services agreement.	\$ 1,000
Task 2 – Review, and Evaluate TPR, RTP, IAMP Plans and Reports	\$ 14,000
Task 3 – Perform Analysis and Evaluate Current TSP; And draft TSP Amendments	\$ 15,000
Task 4 - 35 Day Periodic Review Notice	\$ 12,000
Task 5 – Revise and Finalize TSP Amendments	\$ 7,000
Task 6 – Prepare and Adopt TSP and Comprehensive Plan Amendments	\$ 6,000
Task 7 – Review of Various City Master Plans for Developing PFP	\$ 5,000
Task 8 - Perform any Necessary Analysis and Evaluation	\$ 8,000
Task 9 - 35 Day Periodic Review Notice	\$ 000
Task 10 - Revise and Finalize PFP Amendments	\$ 8,000
Task 11 - Prepare and Adopt PFP and Comprehensive Plan Amendments	\$ 4,000
Task 12 - Periodic Review Adoption Form 1	<u>\$ 000</u>
TOTAL	\$ 80,000

Task FP: Final Payment

Reimbursement on or before **May 30, 2013**, of up to **\$30,000.00** and the balance of the previously unused grant funds from P1 and P2 for this grant award upon submittal of Work Product(s) listed in **Tasks 7-12**; and a signed **Attachment C - DLCD Final Reimbursement Form** request acceptable to DLCD.

Submit, no later than **June 30, 2013** (30 days after the closeout): one (1) copy each of the work product(s) in a hard copy and one (1) CD to the Gant Manager, and one (1) copy each product(s) in a hard copy and One (1) CD to the Grant Administrative Specialist to addresses listed in **Attachment B – DLCD Contact Information**.

Send Attachment C – Final Reimbursement Form, and the accompanying product(s) to the Grant Administrative Specialist. Payment will not be made until all copies are received in the Salem office and approved by DLCD.

DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT STANDARD AWARD CONDITIONS

Subject to any applicable debt limitation set forth in Article XI, Section 10, of the Oregon Constitution, by city Charter or otherwise, and contingent upon funds being appropriated by the Legislative Assembly and sufficient allotment authority therefore, Grantee agrees to the provisions below.

1. **DLCD Funds:** DLCD certifies that on the Effective Date of this grant sufficient funds are authorized, available, and set-aside, Subject to the provision of ORS 291.261.
2. **Reporting:** At any time before the Closing Date, when requested by the DLCD Grant Manager, Grantee shall provide a written report on the status and progress of Work performed under this Contract within a mutually agreed time frame.
3. **Payments:** DLCD payments to Grantee under this Contract shall be made in accordance with the grant payment schedule described in the "Special Award Conditions Product(s), Activities, or Payments Table or Scope of Work" of this Contract. Payment is contingent upon DLCD's acceptance of the Product(s) or Work Product(s) produced under the Contract. Grantee agrees that reimbursement of all amounts requested by Grantee is contingent upon compliance with all the terms and conditions of this Contract.
4. **Penalty:** Payments to Grantee may be withheld or reduced if DLCD determines that work performed under this Contract is unsatisfactory, based on the best professional judgment of the DLCD Grant Manager, or if one or more terms or conditions of this Contract have not been met to the extent required by law.
5. **Ownership of Work Product(s).**
 - a. **Definitions.** As used in this Paragraph 5 and elsewhere in this Contract, 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)" or "Work 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 pursuant to the Project and this Contract, including but not limited to any Product(s) or Work Product(s) described in Special Award Conditions Number 2.

- b. Original Works.** All Product(s) or Work Product(s) created by Grantee pursuant to the Project and this Contract, including derivative works and compilations, and whether or not such Work Product(s) 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 Product(s) or Work Product(s) 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 Product(s) or Work Product(s) 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 Product(s) or Work Product(s) 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 Product(s) or Work Product(s) created by Grantee under this Contract is Grantee Intellectual Property or is a derivative work based on Grantee Intellectual Property 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 Product(s) or Work Product(s), and to authorize others to do the same on DLCD's behalf.
- ii. In the event that Product(s) or Work Product(s) created by Grantee under this Contract 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 Product(s) or Work Product(s), and to authorize others to do the same on DLCD's behalf.
- d. Grantee Intellectual Property.** In the event that Product(s) or Work Product(s) 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 Product(s) or Work Product(s) is Third Party Intellectual Property, Grantee shall secure on DLCD's behalf and in the name of DLCD, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on DLCD's behalf.

6. *Indemnity.*

- a. **General Indemnity. Subject to Limitation of State of Oregon Constitution and State of Oregon Tort Claims Act.** Grantee shall defend, save, hold harmless, and indemnify the State of Oregon and DLCD and their Officers, Employees, Agents from and against all Claims, Suits, Actions, Losses, Damages, Liabilities, Costs and Expenses of any Nature whatsoever, including Attorney Fees, resulting from, arising out of, relating to the Activities of Grantee or its Officers, Employees, Subcontractors, or Agents under Contract.
- b. **Indemnity for Infringement Claims. Subject to Limitation of State of Oregon Constitution and State of Oregon Tort Claims Act. 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 Attorney's Fees, and Damages arising out of or related to any claims that the Product(s) or Work Product(s) or Work Task(s) 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 Contract:
 - 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 Product(s) or Work Product(s) or Work Task(s) 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 Contract is prohibited or DLCD is prohibited from paying for the Product(s) or Work Product(s) or Work Task(s) 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 Contract, DLCD may terminate this Contract 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 Contract under this grant Contract, fails to perform any of its obligations under this grant Contract 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 Contract 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 Contract 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 Contract, 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 Contract, 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 Contract for any reason whatsoever, Grantee shall immediately deliver to DLCD all of DLCD's property (including without limitation any Product(s) or Work Product(s) or Work Task(s) 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 Contract, 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 Product(s) or Work Product(s) or Work Task(s).
- 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 Contract, the other may, without incurring liability, refuse to perform further pursuant to this Contract. 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 Contract.
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 Contract for a period of six (6) 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 Contract, whichever date is later. Accounting records related to this Contract 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 or the Closing Date of this Contract whichever is earlier.
11. **Closeout Payment:** Reimbursement up to the total amount of remaining grant funds will be made upon submittal of all required Product(s) or Work Product(s), 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 Product(s) or Work Product(s) or Work Task(s) that are accepted by the DLCD Grant Manager after review for compliance with the Contract.
12. **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 10.
13. **Subsequent funding:** Eligibility for subsequent funding to the Grantee is contingent upon receipt of the closeout report as referenced in Standard Condition Number 10.
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 Contract for six (6) years after the final reimbursement under this Contract is authorized by DLCD.
15. **Appropriate use of funds:** Grant funds cannot be used for any purpose other than for the Project and Product(s) or Work Product(s) or Work Task(s) done in accordance with the Work Program and Timeline described in the Scope of Work.
16. **Amendments:** Amendments must be facilitated by the DLCD Grant Manager. An amendment to this Contract may be initiated at any time during the grant period, but must be received at the DLCD Salem Office at least ninety (90) days prior to the Closing Date and be signed by all parties on or before sixty (60) days prior to the Closing Date.