

RESOLUTION NO. 2029

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT 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 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. In October 2009 the City submitted a grant application for funds to retain consultants to help carry out periodic review work program tasks.
4. On December 31, 2009 DLCD notified the City that the grant application has been approved.
5. Acceptance of the \$75,000 grant provides the City with the means to retain the services of needed consultants to complete 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 agreement substantially in accordance with the draft which is attached.
- 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 Jim Kight

January 29, 2010

Date

Debbie Stickney

Debbie Stickney, City Recorder
Adopted: January 26, 2010



Oregon

Theodore R. Kulongoski, Governor

Department of Land Conservation and Development

635 Capitol Street NE, Suite 150

Salem, Oregon 97301-2524

Phone: (503) 373-0050

First Floor/ Coastal Fax: (503) 378-6033

Second Floor/ Director's Office Fax: (503) 378-5518

Third Floor/ Measure 37 Fax: (503) 378-5318

Web Address: <http://www.oregon.gov/LCD>

January 8, 2010

Rich Faith, Community Development Director
City of Troutdale
104 S.E. Kibling Avenue
Troutdale, Oregon 97060



VIA EMAIL

Re: City of Troutdale PR-U-11-155 Grant Offer for the Troutdale's Periodic Review Work Program

Dear Name,

The Department of Land Conservation and Development (DLCD) is pleased to offer the City of Troutdale a grant in the amount of \$75,000.00 for the Troutdale's Periodic Review Work Program, and the offer grant number PR-U-11-155 also lists the standard and special conditions City of Troutdale must meet. **Please read them carefully.**

You will find the grant agreement in a separately attached PDF file. **Please print two complete copies, single sided only.** Both single sided originals of the agreement must be signed by City of Troutdale and both single sided originals must be returned to my attention at the address listed on the letterhead and received in the Salem Office by February 5, 2010. If both signed contracts are not received by the 5th day of February, 2010, this offer is withdrawn. A fax will not be accepted.

The attached grant agreement is not in effect until both agreements are signed by the City of Troutdale and the DLCD grant program manager. One copy with original signatures of the agreement will be returned to you for your records. Funds will be sent to you in accordance with the payment schedule in the grant agreement. Please note that we can reimburse only eligible costs incurred after all parties have signed and before the termination date of this agreement.

If you have any questions, please contact your grant manager, Jennifer Donnelly, at 971.673.0963 or xjennifer.donnelly@state.or.us, or myself at 503-373-0050 extensions 283 or larry.french@state.or.us.

Yours truly,

Larry French

Grants Administrative Specialist/Coordinator

Attachment

c: City of Troutdale, DLCD Grant Manager (*email*)
Darren Nichols, DLCD Community Services Manager (*email*)

Oregon Department of Land Conservation and Development 635 Capitol Street N.E. Salem, Oregon 97301 2009-2011 Grant Agreement		Date January 8, 2010
		Type of Grant Periodic Review - Urban
Grantee Name City of Troutdale	Grant No. PR-U-11-155	
Street Address 104 S.E. Kibling Avenue Troutdale, Oregon 97060	DLCD Share of Cost \$75,000.00	
Closing Date May 31, 2011	Grantee Share of Cost (if applicable) \$50,000.00	
Authority State General Fund x	Federal Fund	Total Cost \$125,000.00
Project Title Troutdale's Periodic Review Work Program		
Grantee Representative Rich Faith, Community Development Director Phone: 503.674.7261 Fax: 503.667.0524 rfaith@ci.troutdale.or.us		DLCD Grant Manager Jennifer Donnelly, DLCD Grant Manager Phone: 971.673.0963 Fax: 971.673.0911 jennifer.donnellv@state.or.us

This grant agreement is between the **Department of Land Conservation and Development**, herein referred to as **DLCD**, and the **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 DLCDC, and with the agreement of all parties to the agreement, but the **Closing Date cannot go beyond May 31, 2011.**

This agreement consists of this document including the required signatures are below and attachments listed 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.

- 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: DLCDC Standards and Requirements for EOA Product(s)
- Attachment E: DLCDC Content Standard and Requirements for GIS Grant Product(s)
- Attachment F: DLCDC Form1 Periodic Review Submittal Form

Print Name of Authorized Official For the Grantee	Title	Date
Signature of Authorized Official For the Grantee		
Print Name of DLCDC Grant Program Manager Darren J. Nichols	Community Services Manager	Date
Signature of DLCDC Grant Program Manager		

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-11-155**, to the **City of Troutdale** supports the work described in the Grantee's grant application, which is incorporated into this grant agreement as **Attachment A-Grantee Grant Application and Narrative**. 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 (referred to herein as "product(s)") under this grant agreement must indicate on their cover or the title page an acknowledgment of the financial assistance provided by the DLCD.
3. **Grantee agrees** to identify the location of the originals, if the submittal is a copy.
4. **Grantee agrees** to coordinate closely with the DLCD 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 obtain DLCD approval of any facilitator (consultant) selected to perform all, or a portion, of the work under the grant.
6. **Grantee agrees to complete the following by March 19, 2010:**
 - 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.
7. **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: The periodic review work programs and related tasks as identified in the City's PR Work Program.
8. **Grantee agrees** in consultation with the DLCD Grant Manager, to provide draft copies of grant product(s) to DLCD and affected agencies and organizations for review and comment.
9. **Grantee agrees** to submit a written report with each interim payment request that describes the progress to date on each grant product(s) undertaken during the billing period. Other written or verbal progress reports will be provided upon reasonable request by the DLCD Grant Manager.
10. **Grantee agrees** the final draft product(s) (i.e., ordinances, maps, websites, databases, supporting documents, and photographs) shall be hearings ready draft approved by resolution by the governing body.
11. **Grantee agrees** to no more than **one (1) interim payments and a final payment** by DLCD during the term of this grant, and agrees that payments will be made only upon submittal of qualifying product(s) in accordance with the terms of this grant agreement.

12. **Grantee agrees** and understands that grant payments under this agreement will be reduced if grant product(s) scheduled to be completed are not completed by its governing body 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 **\$15,000.00**.
13. **Grantee agrees** that the total reimbursement request for Special Award Conditions Table Grant Product(s) 1 through 4 shall not exceed \$35,000.00, and for grant product(s) 5 through 9 shall not exceed \$40,000.00. The total reimbursement of all product(s) shall not exceed **\$75,000.00**.
14. **Grant agrees** to submit Economic Opportunities Analysis (EOA) materials according to the EOA specifications in Attachment-D.
15. **Grantee agrees** to comply with EOA standards and contents requirements per Attachment-D. EOA product(s) will comply with the Oregon Statewide Planning Goal 9 – Economic Development requirements and OAR 660-09-0015 as defined in Attachment-D.
16. **Grantee agrees** to submit geographic information system (GIS) materials according to the GIS specifications in Attachment-E and to submit hard copy maps in addition.
17. **Grantee agrees** to comply with GIS standards and contents requirements per Attachment-E. GIS product(s) will comply with State of Oregon standards as defined in Attachment-E.
18. **Grantee agrees** that DLCD may display appropriate product(s) on its web interface or incorporate 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 that DLCD owns.
19. **Grant agrees** that local governments shall submit codified comprehensive plan and land use regulations upon completion of periodic review, in accordance with OAR 660-025-0210 (Periodic Review - Updated Planning Documents).
20. **Grantee agrees** to produce and submit to DLCD those product(s) as specified in the grant agreement and as may be further described in Grantee's grant work program or periodic review work program which are herein incorporated by reference.
21. **Grantee agrees** to not use or charge grant contract funds for consultant(s) trip expense(s), lodging, or any other expense submitted by consultant(s), except for the initial consultant(s) trip to the city and product(s) produced by consultant(s).
22. **Grantee agrees** to not use or charge grant contract funds for all scheduled or non-scheduled meetings, hearings, and notices. The grantee may use its own funds, or in-kind contributions.
23. **Grantee agrees** to provide copies of all final product(s) produced under this grant to DLCD in the manner described in the following Special Award Conditions Table and in **Attachment A**.
24. **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, PRODUCT(S), ACTIVITIES OR PRODUCT(S) TABLE

Item #	Product(s), Activities or Payments	Target / Due Date	Reimbursement Amount
1	<p>Activity: Obtain the Consultant and appoint advisory committee.</p> <p>Product(s): (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 formation of Advisory Committee list names, addresses, telephone numbers and email addresses.</p>	03/19/2010	
R1	<p><u>"Submittal of reports without payment request"</u> Submittal of Product(s) listed in Grant Item 1.</p> <p>Send one (1) copy of the product(s) in a hard copy and one (1) digital CD to the grant administrative specialist and one (1) copy of the product(s) in a hard copy and one (1) digital CD to the grant manager at the addresses listed in Attachment B – DLCD Contact Information.</p>	03/31/2010	
2	<p><u>Housing Data</u>. The consultant will gather necessary housing data to conduct an analysis of the City's housing inventory to determine whether it is affordable to a broad range of household income levels. See Grantee Grant Application Narrative Attachment A (1) for further details.</p> <p><u>Expected Product</u>: A report on the current City's housing stock that analyzes housing types and price ranges in relation to household incomes in order to assess whether it is affordable to a broad range of household incomes.</p>	05/14/2010	
3	<p><u>Metropolitan Housing Rule Compliance</u>. The consultant will analyze the City's housing data and buildable lands inventory. See Grantee Grant Application Narrative Attachment A (2) for further details.</p> <p><u>Expected Product</u>: A report on the City's buildable lands inventory that analyzes housing capacity for each zoning district that allows residential uses. From this analysis it can be determined whether the Metropolitan Housing Rule is met and whether zoning changes are needed to meet this Rule.</p>	06/11/2010	
4	<p><u>Evaluate Current Housing Policies</u>. In conjunction with gathering housing data and doing the analyses related to particular housing requirements under Statewide Planning Goal 10. See Grantee Grant Application Narrative Attachment A (3) for further details.</p> <p><u>Expected Product</u>: A report on the City's current comprehensive plan goals and policies assessing their shortcomings or continued relevance together with recommendations for changes to comply with Statewide Planning Goal 10 requirements and responds to the community's desires.</p>	07/30/2010	

Item #	Product(s), Activities or Payments	Target / Due Date	Reimbursement Amount
P1	<p>Interim Payment: Reimbursement on or after September 1, 2010, of up to \$35,000.00 upon submittal of product(s) listed in Grant Items 2, 3, and 4; and verification of R1-Report 1 and a signed Attachment C: DLCD Interim Reimbursement Form request acceptable to DLCD.</p> <p>Submit: one (1) copy each of the 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.</p> <p>Send Attachment C – Interim Reimbursement Form, and 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.</p>	09/01/2010	\$35,000.00
5	<p><u>Economic Opportunities Analysis.</u> The consultant will do a economic opportunities analysis (EOA) for all of the City’s employment lands (commercial and industrial) in compliance with OAR 660-009-0015. See Grantee Grant Application Narrative Attachment A (4) for further details.</p> <p><u>Expected Product:</u> An Economic Opportunities Analysis for the entire city that also includes an evaluation of the city’s buildable land inventory for employment lands by zoning district.</p>	10/15/2010	
6	<p><u>Evaluate Current Economic Development Policies</u> in conjunction with gathering employment lands data and preparing an EOA, the consultant will also evaluate the City’s current policies related to commercial and industrial lands and economic development. See Grantee Grant Application Narrative Attachment A (5) for further details.</p> <p><u>Expected Product:</u> A report on the City’s current comprehensive plan goals and policies assessing their shortcomings or continued relevance together with recommendations for changes to comply with Statewide Planning Goal 9 requirements and responds to the community’s desires.</p>	11/19/2010	
7	<p><u>Identify Scenic Vistas and Viewpoints and Methods for their Protection.</u> The community places a high value on protecting scenic vistas and viewpoints and would like to see measures in place for their protection. See Grantee Grant Application Narrative Attachment A (6) for further details.</p> <p><u>Expected Product:</u> A report inventories, scenic vistas, and viewpoints specific to the City of Troutdale; evaluates various methods for protecting scenic resources, and recommends the best implementation measures to achieve protection.</p>	01/19/2011	

Item #	Product(s), Activities or Payments	Target / Due Date	Reimbursement Amount
8	<p><u>Evaluate Current Protection Measures for Historical Properties.</u> The City has an inventory of structures and sites of historical significance but does not have an active program for their conservation and protection. See Grantee Grant Application Narrative Attachment A (7) for further details.</p> <p><u>Expected Product:</u> A report on the effectiveness of the City's current historical preservation policies, programs, and recommended measures for improving them.</p>	03/18/2011	
9	<p><u>Assess Comprehensive Plan Policies</u> to determine which are still relevant and which are not. See Grantee Grant Application Narrative Attachment A (8) for further details.</p> <p><u>Expected Product:</u> An analysis of all other current Plan policies not evaluated under any previous task to determine whether the policy is still relevant, needs revision, or can be eliminated as part of the updated comprehensive plan.</p>	04/30/2011	
P3	<p>Final Payment/Closeout: Reimbursement for work completed through May 31, 2011, of up to \$40,000.00 and the balance of the previously unused grant funds from P1 for this grant award upon submittal of product(s) listed in Grant Items 5-9 and verification of R1-Report 1; and a signed Attachment C - DLCD Final Reimbursement Form request acceptable to DLCD.</p> <p>Submit, no later than June 30, 2011 (30 days after the closeout): one (1) copy each of the 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.</p> <p>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</p>	<p>Final Date 05/31/2011</p>	<p>\$40,000.00</p>
TOTALS			\$75,000.00

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 "Special Award Conditions Product(s), Activities, or Payments Table" of this agreement. Payment is contingent upon DLCD's acceptance of the product(s) 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(s).**
 - 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(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.
 - b. **Original Works.** All Work Product(s) created by Grantee pursuant to the Project, 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 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 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 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 Work Product(s) 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(s), and to authorize others to do the same on DLCD's behalf.
 - ii. In the event that Work Product(s) 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(s), and to authorize others to do the same on DLCD's behalf.
- d. **Grantee Intellectual Property.** In the event that 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 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.** 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(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 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 product(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 Agreement is prohibited or DLCD is prohibited from paying for the work or product(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 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 product(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 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 product(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 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 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 work and grant product(s) 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 must be received at the DLCD Salem Office at least ninety (90) days prior to the Closing Date, of this grant contract, as specified in the Page 1 Table.

On separate sheet(s), please describe the proposed project addressing each of the sections below:

1. **Goals and Objectives:**

State the goals or overall purpose of the project. Describe particular objectives the community hopes to accomplish: 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 the project would have on development, livability, process streamlining, 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 expected 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, individual 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**

Develop a requested payment schedule, showing the number, timing, and amount of interim and final payments. Relate interim payments to products, if applicable. The payment schedule should include the minimum number of payments possible (1 to 2 are ideal).

4. **Review Criteria**

Technical Assistance grant applications, include a statement in the narrative that addresses the approval criteria presented in the application instructions, and that addresses priorities stated in the Grants Allocation Plan

5. **Project Partners**

List other local governments, special districts, state agencies, or other entities, if any, that will participate in the project. 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**

DLCD funds are only a part of overall project costs, please 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 X No

Grant Budget Summary

	Grant Request	Local Contribution	Total Budget
Personal Services	\$	\$ 50,000	\$ 50,000
Supplies	\$	\$	\$
Contract services	\$ 75,000	\$	\$ 75,000
Other <i>(Please explain "other" expenses on additional paper as necessary)</i>	\$	\$	\$
TOTAL	\$ 75,000	\$ 50,000	\$ 125,000

Grant Product Cost Summary

Product	Grant Request	Local Contribution	Total Budget
1	\$ 20,000	\$ 15,000	\$ 35,000
2	\$ 20,000	\$ 15,000	\$ 35,000
3	\$ 20,000	\$ 15,000	\$ 35,000
4	\$ 15,000	\$ 5,000	\$ 20,000
5	\$	\$	\$
6	\$	\$	\$
TOTAL	\$ 75,000	\$ 50,000	\$ 125,000

Please submit your application with all supplemental information to
Attn: Larry French, Grants Administrative Specialist
Please see address below

APPLICATION DEADLINE: November 1, 2009

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 Assistance Grant**

PROJECT NARRATIVE

1. Goals and Objectives

The City of Troutdale is now in periodic review and is about to tackle the approved work program tasks leading to an eventual update of its entire Comprehensive Land Use Plan. The City last updated its Comprehensive Plan in 1990 while going through periodic review. Because the plan is nearly twenty years old, a complete update is needed.

The purpose of this project is to carry out major periodic review work program tasks toward completing the overall update of the Troutdale Comprehensive Land Use Plan. The approved periodic review work program identifies specific tasks and subtasks necessary to bring the City's 20-year old comprehensive plan and implementing regulations in line with current public sentiment about the City's future growth.

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. Consequently, this periodic review assistance grant project will be part of multi-year/multi-biennium program. The City will likely seek additional assistance funding in the next biennium to complete the work. The majority of the tasks necessary to complete the periodic review work program will be performed under this grant request which means fewer work tasks to perform and fewer grant funds needed in the next biennium to complete the overall periodic review work program.

To the extent possible, the City will use in-house staff to carry out the periodic review work program; however, limited city staffing will necessitate the use of consultants for many of the program tasks. In conducting its periodic review program, the City will implement recommended citizen involvement measures outlined in the Comprehensive Plan Update Citizen Involvement Plan to assure citizens and affected agencies are given the opportunity to be involved during all phases of the project

2. Products and Outcomes

The products expected from this project are as outlined in the approved periodic review work program tasks relating to Housing, Commercial and Industrial Lands, Historic Preservation and Protection of Scenic Areas, and the Overall Comprehensive Plan Update.

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

A. HOUSING

- (1) A residential buildable lands inventory to determine housing capacity for each zoning district that permits residential uses.

- (2) An analysis of the City's housing stock to determine whether it is affordable to a broad range of household income levels.
- (3) An analysis of housing data to determine compliance with the Metropolitan Housing Rule relating to required housing mix opportunities.
- (4) An assessment of the need to rezone any lands to meet the Metropolitan Housing Rule, other required housing regulations or local housing aspirations.
- (5) An evaluation of current comprehensive plan goals and policies related to housing.

B. COMMERCIAL AND INDUSTRIAL LANDS

- (1) A buildable lands inventory for employment lands to determine supply.
- (2) An economic opportunities analysis for the city as a whole but with special emphasis on the vacant County Farm property on the western edge of the City to determine the appropriate zoning for this site.
- (3) An analysis of the City's employment lands inventory to determine if there is an adequate supply of commercial and industrial zoned lands to meet anticipated needs.
- (4) An assessment of the need to rezone any lands so that supply meets anticipated demand.
- (5) An analysis of current comprehensive plan goals and policies related to economic development.

C. HISTORIC PRESERVATION AND PROTECTION OF SCENIC AREAS

- (1) An updated list of historical properties within Troutdale.
- (2) An identification of scenic vistas and viewpoints and methods for their protection.
- (3) A report on the effectiveness of the City's current historical preservation programs and measures for improving them.
- (4) An analysis of the City's comprehensive plan goals and policies related to historic preservation and protection of scenic areas.

D. OVERALL COMPREHENSIVE PLAN UPDATE

- (1) An assessment of all other comprehensive plan goals and policies to determine their relevance today and into the future.

These are only some of the products that will result from the expected three-year periodic review work program. The information obtained from this first phase effort will be used to educate the public about the current comprehensive plan and to solicit their opinions about changes to that document. Extensive citizen involvement will be part of the overall work program ultimately culminating in a new comprehensive plan that reflects current community values and desires for the future. The Citizen Involvement Plan prepared under a previous periodic review grant will guide the citizen involvement effort. It is anticipated that at the conclusion of this biennium another periodic review assistance grant will be needed to finalize the work program and to bring the project to conclusion. City planning staff will carry out those work tasks that are possible within their limited capacity and resources.

3. **Work Program, Timeline & Payment**

A. **Tasks and Timelines**

1. Housing Data. The consultant will gather necessary housing data to conduct an analysis of the City's housing inventory to determine whether it is affordable to a broad range of household income levels. Critical information that needs to be obtained for this evaluation are the income levels of Troutdale residents and the median housing costs - monthly mortgages and rents.

Expected Product: A report on the current City's housing stock that analyzes housing types and price ranges in relation to household incomes in order to assess whether it is affordable to a broad range of household incomes.

Timeline: Within three months of Consultant Contract and Notice to Proceed

2. Metropolitan Housing Rule Compliance. The consultant will analyze the City's housing data and buildable lands inventory to determine where it stands in terms of compliance with the Metropolitan Housing Rule and other requirements of OAR 660 Division 7.

Expected Product: A report on the City's buildable lands inventory that analyzes housing capacity for each zoning district that allows residential uses. From this analysis it can be determined whether the Metropolitan Housing Rule is met and whether zoning changes are needed to meet this Rule.

Timeline: Within four months of Consultant Contract and Notice to Proceed.

3. Evaluate Current Housing Policies. In conjunction with gathering housing data and doing the analyses related to particular housing requirements under Statewide Planning Goal 10, the consultant will also evaluate the City's current housing policies in the comprehensive plan. The consultant will assess the relevance of these policies and will recommend revisions or new policies that better achieve compliance with the Statewide Housing Goal and the community's desired outcomes.

Expected Product: A report on the City's current comprehensive plan goals and policies assessing their shortcomings or continued relevance together with recommendations for changes to comply with Statewide Goal 10 requirements and that responds to the community's desires.

Timeline: Within eight months of Consultant Contract and Notice to Proceed.

4. Economic Opportunities Analysis. The consultant will do an economic opportunities analysis for all of the City's employment lands (commercial and industrial) in compliance with OAR 660-009-0015. This analysis will build off the one prepared in 2007 for the City's north industrial lands as part of the Columbia-Cascade River District Economic Development Mater Plan. This analysis will also determine whether there is a sufficient supply of commercial and industrial lands, and in the appropriate locations, to meet anticipated twenty-year needs as required under OAR 660 Division 9.

Expected Product: An Economic Opportunities Analysis for the entire city that also includes an evaluation of the city's buildable land inventory for employment lands by zoning district.

Timeline: Within six months of Consultant Contract and Notice to Proceed.

5. Evaluate Current Economic Development Policies. In conjunction with gathering employment lands data and preparing an economic opportunities analysis, the consultant will also evaluate the City's current policies in the comprehensive plan related to commercial and industrial lands and economic development. The consultant will assess the relevance of these policies and will recommend revisions or new policies that better achieve compliance with the Statewide Planning Goal 9 and the community's desired outcomes.

Expected Product: A report on the City's current comprehensive plan goals and policies assessing their shortcomings or continued relevance together with recommendations for changes to comply with Statewide Goal 9 requirements and that responds to the community's desires.

Timeline: Within eight months of Consultant Contract and Notice to Proceed.

6. Identify Scenic Vistas and Viewpoints and Methods for their Protection. The community places a high value on protecting scenic vistas and viewpoints and would like to see measures in place for their protection. The starting point in this effort is to identify what landscape features are considered to be scenic and where the key viewing points are. Once identified, methods for protecting these scenic vistas need to be evaluated and the method best suited to Troutdale should be considered for implementation.

Expected Product: A report that inventories scenic vistas and viewpoints specific to the City of Troutdale, evaluates various methods for protecting scenic resources, and recommends the best implementation measures to achieve protection.

Timeline: Within six months of Consultant Contract and Notice to Proceed.

7. Evaluate Current Protection Measures for Historical Properties. The City has an inventory of structures and sites of historical significance but does not have an active program for their conservation and protection. Current comprehensive plan policies and city standards should be evaluated to determine their effectiveness at preserving historical buildings and sites. A stronger pro-active effort is needed to insure that significant historical properties are conserved or provided greater public awareness.

Expected Product: A report on the effectiveness of the City's current historical preservation policies and programs and recommended measures for improving them.

Timeline: Within six months of Consultant Contract and Notice to Proceed.

8. Assess Comprehensive Plan Policies. The current Troutdale Comprehensive Plan is twenty years old making many policies within the plan outdated. An assessment of all other comprehensive plan goals and policies will help determine which are still relevant and which are not. From this assessment, some policies may need to be revised to reflect current conditions or futures trends, while others may need to be eliminated. New policies will emerge based on public sentiment and desired outcomes.

Expected Product: An analysis of all other current Plan policies not evaluated under any previous task to determine whether the policy is still relevant, needs revision, or can be eliminated as part of the updated comprehensive plan.

Timeline: Within one year of Grant Award.

B. Payment Schedule

Payment for work performed will be tied to completion and delivery of products. Interim payments will occur with completion of tasks and delivery of products 1 through 7. Final payment will occur with completion and delivery of product 8. Payment for products 1 -3, 4-5, and 6-7 will be in equal amounts of \$20,000. The final payment of \$15,000 will be made upon completion of product 8 and acceptance of the closeout report for this project.

4. Review Criteria

Not applicable to Periodic Review grant applications.

5. **Project Partners**

The City of Troutdale Community Development Department will be the principal participant in the project, both as the local grant manager and as the source of city staff having land use and comprehensive planning responsibilities. The Citizen Involvement Plan completed in May 2009 using a previous Periodic Review assistance grant identified a number of local governments, agencies and other entities interested in participating where needed with the City's comprehensive plan update and the associated periodic review tasks. The following are the entities that are likely to contribute the most to the project:

- City Public Works Department – Geographic Information System (GIS) services are provided by the City's Public Works Department. The department will assist the project by generating data and maps as needed and within its capabilities given the data layers it has available.
- The West Columbia Gorge Chamber of Commerce is expected to be an active participant in those tasks related to an analysis of the City's commercial and industrial lands. The Chamber has an economic development director who is also responsible for assisting the East Multnomah County small cities on general economic development issues.
- The Troutdale Historical Society will be asked to assist in updating the inventory of historical structures and sites in and around the city. The Historical Society will be a key contributor to those tasks related to historic preservation and scenic viewpoints.
- The Housing Authority of Portland has already been contacted about the City's Comp Plan update process and they have expressed interest in providing assistance on matters relating to affordable housing. With expertise in the area of low income and subsidized housing, the Housing Authority can provide valuable expertise in evaluating the City's housing supply and whether it is affordable to a broad range of household income levels.

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

Because of the scope and magnitude of the effort that goes into periodic review and updating of a comprehensive plan, the City of Troutdale will be contributing staff time as well as incidental materials and services toward this project (GIS mapping, data collection, public involvement, advertising, printing and photocopying, etc.). The City expects to expend approximately \$50,000 in staff time and associated materials and services during the course of this two-year grant project.

**All Grant Documents
pertaining to the Oregon
Department of Land
Conservation and
Development's Grant to
Assist with the City's
Periodic Review Tasks can
be found in file # 10-6C-16-1**
