

STATE OF OREGON  
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT

2017-2019 TECHNICAL ASSISTANCE GRANT



<b>AGREEMENT COVER SHEET</b>	
<b>This cover sheet is informational and not a part of the agreement</b>	
<b>Offer Date: January 19, 2018</b>	
<b>Grantee</b> City of John Day 450 East Main Street John Day, Oregon 97845	<b>Grant No. TA-19-163</b>
<b>Project Title:</b> John Day Housing Development District	
<b>Grantee Representative</b> Nicholas Green, City Manager 541-575-0028 <a href="mailto:green@grantcounty-or.gov">green@grantcounty-or.gov</a>	<b>DLCD Grant Manager</b> Scott Edelman 541-306-8530 <a href="mailto:scott.edelman@state.or.us">scott.edelman@state.or.us</a>
<b>GRANT AMOUNT:</b> \$37,800	<b>CLOSING DATE:</b> May 31, 2019
<b>Last day to amend agreement:</b> March 1, 2019	

### Signature

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

### List of Products

Preliminary report: Project staff with contact information, advisory committee membership, and refinement of scope by March 30, 2018 (Project Requirement 8)

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

Task 1: Materials from planning meetings; Q&A document on proposed Urban Renewal Plan

Task 2: Urban Renewal Plan and Report; Urban Renewal Agency Report; Planning Commission Report; Taxing Jurisdictions Memorandum; City Council Report; City Council Ordinance

Task 3: Final Urban Renewal products

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

STATE OF OREGON  
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT

2017-2019 TECHNICAL ASSISTANCE GRANT  
AGREEMENT

**DLCD Grant Number:** TA-19-163

**City of John Day**

This agreement (“Agreement”) is made and entered into by and between the **State of Oregon, acting by and through its Department of Land Conservation and Development**, hereinafter referred to as “DLCD,” and **City of John Day**, hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.”

1. **Effective Date and Availability of Grant Funds.** This Agreement is effective on the date on which every party has signed this Agreement and all required State approvals have been obtained (“Effective Date”). Grant Funds under this Agreement are available for eligible costs as defined in Sections 4 and 6 incurred beginning on the Effective Date and ending on the earlier of the termination of this Agreement or the Project End Date provided in Attachment A. DLCD’s obligation to disburse Grant Funds under this Agreement ends 60 days after the earlier of termination of this Agreement or the Project End Date.
2. **Agreement Documents.** The Agreement consists of this agreement (without any attachments) and the following Attachments, all of which are attached hereto and incorporated by reference:

Attachment A: **Project Description and Budget**

Attachment B: **DLCD Contact Names and Addresses**

Attachment C: **Request for Product Reimbursement Form and Instructions**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows: this Agreement without Attachments; Attachments as listed, in descending order of precedence.

3. **Grant Funds.** The maximum, not-to-exceed, grant amount that the DLCD will pay to Grantee is **\$37,800** (the “Grant Funds”). Disbursements will be made only in accordance with the schedule and requirements contained in this Agreement, including Attachment A.
4. **Project.** The Project is described in Attachment A. Grant Funds may be used solely for the Project described in Attachment A and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by DLCD by amendment pursuant to Section 9 hereof. Grantee agrees to implement the Project in accordance with the terms and conditions of this Agreement and complete the Project no later than the Project End Date.
5. **Reports.** Grantee shall submit the reports required by this section to the DLCD Grant Manager and Grants Administrative Specialist in writing by personal delivery, e-mailing, or mailing at the address or number set forth in Attachment B or to such other addresses or numbers as DLCD may specify by notice to Grantee in accordance with Section 8 hererof.

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

## 6. **Disbursement and Recovery of Grant Funds.**

- a. **Disbursement Generally.** DLCD will disburse the Grant Funds as reimbursement for eligible costs incurred to produce Products in carrying out the Project, up to the amount provided in Section 3, and subject to the timelines and limits for each Task, as specified in Exhibit A. Grantee may request a reimbursement after completion of a Product. Reimbursements will be made by DLCD within 30 days of DLCD's approval of a request for reimbursement. Eligible costs are the reasonable and necessary costs incurred by Grantee, during the period specified in Section 1, in performance of the Project and that are not excluded from reimbursement by DLCD, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** DLCD's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. DLCD has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Grantee is in compliance with the terms of this Agreement.
  - iii. Grantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Grantee has provided to DLCD a request for reimbursement in accordance with Section 5.b hereof. Grantee must submit its final request for reimbursement no later than 30 days after the earlier of termination of this Agreement or the Project End Date. Grantee will not disburse Grant Funds in response to reimbursement requests submitted after that date.

## 7. **Representations and Warranties of Grantee.** Grantee represents and warrants to DLCD as follows:

- a. **Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its

obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's organizational documents, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

- 8. **Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, e-mailing, or mailing the same by registered or certified mail, postage prepaid, to the Grantee's Grant Representative or DLCDC's Grant Manager, as the case may be, at the address or number set forth in Attachment B, or to such other addresses or numbers as either party may indicate pursuant to this section. Any notice delivered by e-mail shall be effective on the day the party receives the transmission if the transmission was during normal business hours of the receiving party, or on the next business day if transmission was outside normal business hours of the receiving party. Any notice given by personal delivery shall be effective when actually delivered. Any notice given by mail shall be effective three days after deposit in the mail.
- 9. **Amendments.** The terms of this Agreement will not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the Parties (or in the case of a waiver, by the party against whom the waiver is sought to be enforced). If the Grantee wishes to amend the Agreement, the Grantee must submit a written request, including a justification for any amendment, to the DLCDC Grant Manager at least 90 calendar days before the Project End Date.
- 10. **Default.** Reimbursements to Grantee may be withheld or reduced if DLCDC determines that Project performance under this Agreement is unsatisfactory, or if one or more terms or conditions of this Agreement have not been met. The amount of Grant Funds withheld will be based on the best professional judgment of the DLCDC Grant Manager and Grant Program Manager.
- 11. **Ownership of Product(s).**
  - a. **Definitions.** As used in this Section 11 and elsewhere in this Agreement, the following terms have the meanings set forth below:
    - i. **"Grantee Intellectual Property"** means any intellectual property owned by Grantee and developed independently from the Project.

- ii. **“Third Party Intellectual Property”** means any intellectual property owned by parties other than DLCD or Grantee.
  - iii. **“Product(s)”** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Grantee is required to deliver to DLCD or create pursuant to the Project, including but not limited to any Product(s) described in Attachment A.
- b. **Non-Exclusive License.** Grantee hereby grants to DLCD, under Grantee Intellectual Property and under intellectual property created by Grantee pursuant to the Project, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Product(s) for governmental purposes, and to authorize others to do the same on DLCD’s behalf. If a Product(s) created by Grantee pursuant to the Project is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall secure on DLCD’s behalf and in the name of DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the pre-existing elements of the Third Party Intellectual Property employed in the Product(s), and to authorize others to do the same on DLCD’s behalf. If a Product(s) is Third Party Intellectual Property, Grantee shall secure on DLCD’s behalf and in the name of DLCD, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the Third Party Intellectual Property, and to authorize others to do the same on DLCD’s behalf.

**12. Indemnity.**

- a. **GENERAL INDEMNITY.** SUBJECT TO THE LIMITS OF THE OREGON CONSTITUTION AND STATE OF OREGON TORT CLAIMS ACT, IF APPLICABLE TO GRANTEE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DLCD, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY FEES, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.
- b. **CONTROL OF DEFENSE AND SETTLEMENT.** GRANTEE SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTIONS 12.a; HOWEVER, NEITHER GRANTEE NOR ANY ATTORNEY ENGAGED BY GRANTEE SHALL DEFEND THE CLAIM IN THE NAME OF THE STATE OF OREGON OR ANY AGENCY OF THE STATE OF OREGON, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE STATE OF OREGON OR ANY OF ITS AGENCIES, WITHOUT FIRST RECEIVING FROM THE OREGON ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE ATTORNEY GENERAL, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON. NOR SHALL

GRANTEE SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE ATTORNEY GENERAL. THE STATE OF OREGON MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE STATE OF OREGON DETERMINES THAT GRANTEE IS PROHIBITED FROM DEFENDING THE STATE OF OREGON, OR IS NOT ADEQUATELY DEFENDING THE STATE OF OREGON'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE STATE OF OREGON DESIRES TO ASSUME ITS OWN DEFENSE.

13. **Recovery of Grant Moneys.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination of this Agreement or the Project End Date must be returned to DLCD. Grantee shall return all Misexpended Funds to DLCD promptly after DLCD's written demand and no later than fifteen (15) days after DLCD's written demand. Grantee shall return all Unexpended Funds to DLCD within fifteen (15) days after the earlier of termination of this Agreement or the Project End Date.

14. **Termination:**

a. **DLCD's Right to Terminate at its Discretion.** At its sole discretion, DLCD may terminate this Agreement:

- i. **For its convenience** upon thirty (30) days' prior written notice by DLCD to Grantee;
- ii. **Immediately upon written notice** if DLCD fails to receive funding, appropriations, allotments or other expenditure authority at levels sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to continue to make disbursement under this Agreement; or
- iii. **Immediately upon written notice** if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

b. **DLCD's Right to Terminate for Cause.** In addition to any other rights and remedies DLCD may have under this Agreement, DLCD may terminate this Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, after the occurrence of any of the following events:

- i. **Grantee is in default** because Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- ii. **Grantee is in default** because Grantee commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any of its obligations under this Agreement within the time specified herein or any extension thereof, or so fails to pursue its work hereunder as to endanger Grantee's performance under this Agreement in accordance with its

terms, and such breach, default or failure is not cured within fourteen (14) calendar days after DLCD's notice, or such longer period as DLCD may specify in such notice.

- c. **Grantee's Right to Terminate for Cause.** Grantee may terminate this Agreement by written notice to DLCD if DLCD is in default because DLCD fails to pay Grantee any amount due pursuant to the terms of this Agreement, and DLCD fails to cure such failure within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice; or
- d. **Termination** under Section 14 shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.

15. **Accounting and Fiscal Records:** Grantee shall maintain its fiscal records related to this Agreement in accordance with generally accepted accounting principles. The Grantee shall maintain records of the receipt and expenditure of all funds subject to this Agreement for a period of six (6) years after the Project End Date, or for such longer period as may be required by applicable law or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Accounting records related to this Agreement will be separately maintained from other accounting records.

16. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between DLCD (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

17. **Audit.** The Oregon Secretary of State, Attorney General of the State of Oregon and the Director of 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 six (6) years after the final disbursement of Grant Funds under this Agreement is authorized by DLCD.

18. **Counterparts.** This Grant Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.

19. **Survival.** All agreements, representations, and warranties of Grantee shall survive the execution and delivery of this Agreement, any investigation at any time made by DLCD or on its behalf and the making of the Grant.

20. **Successors and Assigns.** Recipient may not assign this Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of DLCD. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.
21. **Validity and Severability.** If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.
22. **Relationship of the Parties.** Nothing contained in this Agreement or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.
23. **No Third Party Beneficiary Rights.** No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.
24. By signing this Agreement the Parties each represents and warrants that it has the power and authority to enter into this Agreement and that the Agreement is executed by its duly authorized representative. By signing the document, Grantee agrees to comply with the terms of this Agreement.

**Grantee:** City of John Day

**Grant No.** TA-19-163

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

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

Print Name of DLCD Grant Program Manager	Title	Date
<b>Gordon Howard</b>	<b>Community Services Division Manager</b>	
Signature of DLCD Grant Program Manager		



**PROJECT PURPOSE STATEMENT**

This Project will address long-standing economic development and workforce housing challenges in John Day by creating a housing development district to provide an incentive for new home construction. The Project will produce the Urban Renewal Plan and Urban Renewal Report required under Oregon Revised Statute (ORS) Chapter 457 to create the proposed housing development district.

**PROJECT OVERVIEW AND MANAGEMENT**

Overall management of the Project will be the responsibility of the Grantee as assisted by the DLCD Grant Manger. Specific Project management duties of Grantee 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 Project Description;
- d. Scheduling and managing meetings, including activities such as, preparing and distributing meeting notices, agendas, and summaries; and assisting the consultant with meeting facilitation.

***Advisory Committees***

The Project will employ a technical advisory committee (TAC) composed of local government and state agency staff and others identified by the TAC.

The role of the TAC is to review Project materials and advise on technical issues throughout the project. TAC members shall generally consist of representatives from Business Oregon, the Infrastructure Finance Authority, Grantee staff, DLCD, and the Project consultant. Additional representatives from other affected agencies and organizations may serve as recommended by TAC members.

The TAC will meet on a regular basis to review technical analysis and recommendations prepared by Grantee staff and the consultant. Individual TAC members will be responsible for communicating with officials from their respective jurisdictions and to assure that policy issues are incorporated into technical work at the appropriate time and in the most effective way.

As required by ORS Chapter 457, a Community Advisory Committee (CAC) will also be created to provide a broader community perspective on the proposed housing development district. Members of the CAC will be drawn from a broad range industries and community interests with the intent of creating an advisory committee that considers multiple viewpoints. Anticipated members include: local financial institutions, builders and land developers, real estate brokers, residents, and representatives from local public and non-profit organizations. CAC members will be solicited by city staff and approved by the John Day City Council.

***Agency Role***

DLCD will provide financial, administrative and technical assistance to the Project.

### ***Consultant Role***

The Project will use consultant services to perform technical analysis related to creating the housing development district under ORS Chapter 457. The consultant is expected to provide data gathering, analysis and written materials in support of the TAC and CAC meetings (three meetings to be held in John Day); prepare all documentation needed for the Urban Renewal Plan and Urban Renewal Report; develop all supporting documentation in accordance with ORS Chapter 457 and prepare such for transmittal and approval by the state. The consultant will attend meetings of the TAC and to assist local planning staff in presentations to the planning commission and city council.

The consultant will prepare presentations for the initial CAC meeting, including: preparing the first draft of the presentation, making revisions based on city manager's comments; developing a Question and Answer document on the proposed Urban Renewal Plan; John Day Urban Renewal Plan and John Day Urban Renewal Report; briefing memo for CAC meeting #2; John Day Urban Renewal Agency Report; John Day Planning Commission Report; taxing jurisdictions memorandum (this doubles as the report for the Grant County Commission); John Day City Council Report; John Day City Council Ordinance; public meeting and hearing notices; notice of adoption; and letter of transmittal to the County Assessor/Recorder.

### ***Project Meeting Materials***

Written Project documents or memorandum prepared by the consultant shall be provided to Grantee in digital format at least one week prior to any scheduled TAC meeting. Grantee shall prepare meeting agendas and summaries for each advisory committee meeting. Grantee shall distribute meeting materials electronically to project committee members at least five (5) days prior to any scheduled meeting.

### ***Project Schedule***

The schedule identified in "Schedule, Products, and Budget" section of this Project Description will be observed. DLCD may require an amendment to this Agreement if the timeframes in the schedule are not satisfied. The Project End Date is Month 31, 2019.

### ***Expectations for All Written and Graphic Products***

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

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

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

## **PROJECT REQUIREMENTS**

Grantee agrees to carry out the Project and submit Products in accordance with the requirements in this section.

1. Grantee will produce and submit to DLCD those Products as specified in this Agreement and this Project Description and Budget.
2. Grantee will provide copies of all final Product(s) produced under this Agreement to DLCD in the manner described in this Project Description.
3. All reports, studies, and other documents produced under the Project must indicate on the cover or the title page an acknowledgement of the financial assistance provided by DLCD by bearing the following statement: “This project is funded by Oregon general fund dollars through the Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon.”
4. Grantee will identify the location of the originals of any Product(s) if a copy is submitted to DLCD or if the product is one-of-a-kind document.
5. Grantee will provide all letters, memos, reports, charts, products and maps produced under this Agreement in a digital media format.
6. Grantee will obtain DLCD approval of any chosen facilitator, contractor, or consultant before signing an agreement or contract to perform all or a portion of the Project.
7. Grantee will provide a legible copy of the signed agreement between the jurisdiction and the contractor no later than three business days after both parties have signed the agreement.
8. Grantee will complete the following by March 30, 2018:
  - a. Identify the name, address, telephone number, and e-mail address of those persons who will be completing the project and which of tasks listed under the Project Description for this Agreement they will work on.
  - b. Identify the name, address, telephone number, and e-mail address of those persons who are members of the TAC or other committee formed to carry out work on this Agreement.
  - c. List the steps that will be taken to complete each Task and any Product(s) delivered in connection with the Task(s).
9. A draft Product may be accepted for approval instead of an adopted Product when requested in writing and received in the DLCD Salem office at least 60 days prior to Project End Date. The request will be reviewed and approved in writing by DLCD if substantial progress has been made toward adoption and adoption is scheduled to occur on or before the date that is 120 days after the Project End Date.

10. Any final draft product (e.g., ordinances, maps, websites, databases, supporting documents, and photographs) shall be a hearings-ready draft of the governing body and shall be accompanied by a report in detailing why the product was not adopted and a timeframe for the future adoption of the product.
11. Grantee will coordinate and provide notice to DLCDC, Grant County, Grant School District #3, Grant Education Service District, John Day/Canyon City Parks and Recreation District, Blue Mountain Hospital District, and other local tax jurisdictions as required under ORS Chapter 457 of public meetings, workshops, work sessions, and hearings to develop, review or approve products prepared under this Agreement.
12. Grantee will consult with the DLCDC Grant Manager in the development of Products and provide an opportunity for timely review of all draft Products.
13. Grantee will not use grant funds provided under this Agreement for any regularly scheduled meetings and hearings. Grantee must use its own funds, or in-kind contributions for all regularly scheduled meetings and hearings.

### ***GIS Requirements***

14. If a new comprehensive map or zoning map is created or an existing map is revised or updated, the Product(s) must be submitted in an electronic form compatible with Environmental Systems Research Institute's (Esri) file formats (coverage, shapefile or geodatabase).
15. Geospatial data should be free of topological errors and metadata must comply with the current State of Oregon Metadata Standards accessible at <http://www.oregon.gov/geo/Pages/standards.aspx>, "Oregon GIS Data Standards and Best Practices." 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.
16. DLCDC may display appropriate Product(s) on its web interface including corporate GIS data generated under this Agreement 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. DLCDC may also share the data specifically generated under this Agreement with other agencies and organizations, as this is data that DLCDC owns as Product(s) under Grant Agreement Section 11.
17. If GIS capability is not available to the Grantee, map Product(s) on digital media will be accepted with the written approval of the DLCDC Grant Manager.

## **SCHEDULE, PRODUCTS, AND BUDGET**

### **Pre-Task Submittals**

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

**Timeline:** By the dates specified in those requirements

**Pre-task report budget:** \$0

### **Task 1: Meetings and Public Involvement**

Three meetings to be held in John Day, as described below:

1. Two CAC meetings, with a public open house held the same night as second meeting.
  - a. Meeting #1 (Urban Renewal 101) to discuss boundary and housing development concept for the Area (consultant attends and facilitates)
  - b. Meeting #2 (Meeting with CAC and city to present draft plan and report (consultant attends and facilitates)
2. Meeting #3 (John Day City Council meeting/public hearing) with notice to all John Day residents (consultant attends).

#### ***Products:***

- a. Presentation for initial CAC meeting
- b. Questions and Answers document on the proposed Urban Renewal Plan
- c. Briefing memorandum for CAC meeting
- d. Other meeting materials (e.g., notices, agendas, meeting notes, handouts)

**Timeline:** Effective Date to June 30, 2018

**Task 1 budget:** \$3,000

### **Task 2: Urban Renewal Plan and Report**

Preparation of an Urban Renewal Plan and Urban Renewal Report in accordance with requirements of ORS 457.085. This work will involve coordination between Grantee, TAC and CAC on identifying the blighting conditions, the projects and the portions of the projects that would be funded with urban renewal funds, specifying funding amounts and detailing the finance plan for the housing development district. It will also require working with staff to identify the existing conditions of the projects which are identified.

***Products:***

- a. Urban Renewal Plan and Urban Renewal Report
- b. Urban Renewal Agency Report
- c. Planning Commission Report
- d. Taxing Jurisdictions Memorandum
- e. City Council Report
- f. City Council Ordinance

***Timeline:*** February 20, 2018 to June 30, 2018

***Task 2 budget:*** \$31,500

**Interim Payment**

Reimbursement **up to \$34,500** upon submittal of pre-task reports and the Products listed in Tasks 1 and 2. Submit Products and a signed Attachment C, Request for Reimbursement Form on digital media to the Grant Manager and the Grant Administrative Specialist to the addresses listed in Attachment B, DLCD Contact Information.

**Task 3: Review and Recording of Urban Renewal Documents**

Grantee will review, transmit and record the final urban renewal products as required by ORS Chapter 457.

***Products:***

- a. Preparation of legal description for the area
- b. Notice of local adoption
- c. Letter of transmittal to County Assessor/Recorder

***Timeline:*** June 26, 2018 to August 31, 2018

***Task 3 budget:*** \$2,300

**Task 4: Monitoring and Amendment**

Grantee will monitor and report to DLCD on the status of the program post-implementation of the housing development district. Grantee will also amend the boundaries of the housing development district as needed and allowed under ORS Chapter 457 for program adaptation following implementation.

***Products:***

- a. Periodic reports and progress updates as required by Section 5 of this Agreement
- b. Urban Renewal Plan amendments, if any are made

***Timeline:*** June 26, 2017 to May 31, 2019

***Task 4 budget:*** \$1,000

**Final Payment**

Reimbursement of **up to \$3,300** and the balance of previously unused grant funds from Interim Payment upon submittal of Products listed in Tasks 3-4. Submit the Products and a signed Attachment C, Final Closeout Form acceptable to DLCD on digital media to the Grant Manager and the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information **no later than May 31, 2019**.

**Budget Summary**

Task 1 – Meetings and Public Involvement	\$ 3,000
Task 2 – Urban Renewal Plan and Report	\$ 31, 500
Task 3 – Review and Recording of Urban Renewal Documents	\$ 2,300
Task 4 – Monitoring and Amendment	\$ 1,000
TOTAL	\$ 37,800

**DLCD TA Grant Agreement  
Contact Information**

For questions regarding your grant, please contact:

**Grant Manager:**

Scott Edelman  
Central Regional Solution Center  
1011 SW Emkay Drive, Suite 108  
Bend, Oregon 97702

Office: 541-318-7921  
Mobile: 541-306-8530  
E-mail: [scott.edelman@state.or.us](mailto:scott.edelman@state.or.us)

OR

**Grant Program Manager:**

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

Office: 503-934-0034  
E-mail: [gordon.howard@state.or.us](mailto:gordon.howard@state.or.us)

Payment requests should be sent to:

**Grants Administrative Specialist**

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

Office: 503-934-0054  
E-mail: [DLCD.GFGrant@state.or.us](mailto:DLCD.GFGrant@state.or.us)



## Attachment C

### Department of Land Conservation and Development (DLCD) 2017-2019 Request for Interim Reimbursement / Final Closeout

Grantee Name <b>City of John Day</b>		Grant No. assigned by DLCD <b>TA-19-163</b>	Final Reimbursement Yes No
Grant Agreement Start Date From: Execution	Project End Date To: <b>May 31, 2019</b>	Period covered by this Reimbursement From:	Period covered by this Reimbursement To:
<i>DLCD Grant Expenditures</i>	<i>DLCD Grant Expenditures</i>	<i>DLCD Grant Expenditures</i>	<i>DLCD Grant Expenditures</i>
		<b>This Reimbursement</b>	
<b>Transactions</b>	<b>Previously Reported</b>		<b>Cumulative</b>
1. Salaries and Benefits			
2. Supplies and services			
3. Contracts (see instructions)			
4. Other (provide list & explain)			
<b>5. Total (add lines 1-4)</b>			
<i>Local Contributions (if applicable)</i>			
6. Salaries and Benefits			
7. Supplies and services			
8. Contracts			
9. Other			
<b>10. Total (add lines 6-9)</b>			
<b>11. Reimbursement requested (from line 5)</b>	<b>DO NOT WRITE IN THIS SPACE</b>		<b>DO NOT WRITE IN THIS SPACE</b>
12. <u>Certification</u> : I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures are for the purposes set forth in the award document. I further certify that all records are available upon request, and the financial records will be retained for six years after the final reimbursement.			
13. Typed or Printed Name and Title		14. Address where reimbursement is to be sent	
15. Signature of Authorized Certifying Official		16. Date Reimbursement Submitted	

**Do Not Write Below This Line**

**FOR DLCD USE ONLY**

**Do Not Write Below This Line**

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

**Department of Land Conservation and Development  
2017-2019 Planning Technical Assistance Grant Agreement  
Interim Reimbursement and Closeout Form Instructions**

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

***General Instructions and Reminders***

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

***Completing the Form***

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

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

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

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

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

- **2. Supplies and Services** include allowable grantee supplies used for completion of grant products. Receipts are not required with this report submission.
- **3. Contracts** include consultants, attorneys, and any company or individual hired by the grantee to conduct grant work. This category does not include employees of the grantee, but rather an individual or entity that invoices the grantee for services rendered. Information required for the closeout report includes name, address, phone number, and e-mail address of the payee. If there are multiple entities, please provide the amount of grant funds allocated for the reimbursement of each.
- **4. Other** - Provide a brief explanation and cost breakdown for amounts listed as “Other.” Receipts are not required. Note: Grantee travel expenses are not eligible for reimbursement.
- **5. Totals** – Sum the categories of grant expenditures in the Previously Reported, This Reimbursement, and Cumulative columns. The Total reimbursements at closeout cannot exceed the maximum amount in paragraph 3 of the Agreement.
- Re-enter the reimbursement request from line 5 “DLCD Grant Expenditures This Reimbursement” on line 11.

Certification: Be sure to read and understand the information in item 12 prior to signing the form.

- A legible name and title is required in cell 13.
- A mailing address, including city and zip code, where reimbursement should be sent must be provided in cell 14.
- The signature under “Signature of Authorized Certifying Official” must be of the person taking responsibility for the accuracy of the information contained in the form.

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

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

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

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