

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT



2023-2025 Climate-Friendly and Equitable Communities Grant

AGREEMENT COVER SHEET	
This cover sheet is informational and not a part of the agreement	
Offer Date: 01/16/2024	Grant No. CFEC-25-003
Grantee City of Portland 1120 SW 5 th Ave, Ste 800 Portland, OR 97204	DLCD Planning Grants Coordinator Ashley Edwards 971-718-4194 ashley.edwards@dlcd.oregon.gov
GRANT AMOUNT: \$90,000.00	CLOSING DATE: June 30, 2025

INSTRUCTIONS – READ CAREFULLY

In order to receive this grant, Grantee must sign this Agreement and scan it and e-mail it to DLCD at Ashley.edwards@dlcd.oregon.gov by **03/29/2024**. Alternatively, the signed Agreement may be mailed to:

Ashley Edwards
Department of Land Conservation and Development
635 Capitol St. NE, Suite 150
Salem, OR 97301

If the Agreement is not signed and returned without modification by Grantee by the due date, DLCD may withdraw the grant offer. Upon receipt of the signed Agreement, the DLCD Planning Grants Coordinator will obtain a countersignature for the Agreement and return an electronic file containing the executed Agreement to Grantee.

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT

**2023-2025 CLIMATE-FRIENDLY AND EQUITABLE COMMUNITIES GRANT
AGREEMENT**

DLCD Grant Number: CFEC-25-003

City of Portland

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 Portland**, 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: **Payment Request 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 **\$90,000.00** (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 Project Manager and DLCD Planning Grants Coordinator 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 hereof.

- a. **Financial Reimbursement Reports.** In order to receive payment, Grantee must submit to DLCD payment requests for Products as provided in Attachment A, on the form provided in Attachment C. Grantee shall submit a final payment request to DLCD within 30 days after the termination of the Agreement or the Project End Date, whichever is earlier, on the form provided in Attachment C.

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 Attachment 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 Planning Grants Coordinator, 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 Planning Grants Coordinator 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 Planning Grants Coordinator and DLCDC 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 DLCDC 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 DLCDC 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, limitations, 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.

DLCD Climate-Friendly & Equitable Communities Grant Information and Signature Page

This grant, approved by the Director of DLCD, acting on behalf of the Land Conservation and Development Commission, constitutes an obligation of funds in return for the work described herein. By signing the document, Grantee agrees to comply with the provisions contained in and attached to this Agreement. Upon acceptance by Grantee, the signed Agreement shall be returned to DLCD.

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 Jurisdiction Name		E-mail Address	
Mailing Address, City, State, Zip code			
Telephone Number		Fax Number	
Print Name of Authorized Official for the Grantee		Title	Date
Signature of Authorized Official for the Grantee			
Print name of Authorized Official for DLCD		Title	Date
Signature of Authorized Official for DLCD			

2023-2025 Climate-Friendly and Equitable Communities Grant

Project Description and Budget

SUMMARY, BACKGROUND, OBJECTIVE, AND OVERVIEW

Program Summary

The Land Conservation and Development Commission launched the Climate-Friendly and Equitable Communities program to make progress toward Oregon’s statutory climate policy and goals, boost housing and transportation choices, and increase equitable land use outcomes. The Commission directed the Department of Land Conservation and Development to improve rules governing Oregon’s planning system in Oregon’s eight most populated areas (Albany, Bend, Corvallis, Eugene-Springfield, Grants Pass, Medford-Ashland, Portland Metro, and Salem-Keizer).

The program and rules require cities and counties to update their land use regulations to meet updated requirements provided in Oregon Administrative Rules (OAR) 660-012.

The following scope of work describes activities and deliverables The City of Portland (“Grantee”) will complete as a participant in the Climate-Friendly and Equitable Communities program.

Project Background

The City of Portland is updating its Transportation System Plan (TSP) in accordance with Oregon’s revised Transportation Planning Rules (TPRs). Portland’s 2045 TSP will be a major update, revisiting the vision, goals, and performance expectations the community has for its shared transportation system. The plan will set policies and identify actions the City can take, both in the near-term and long-term, to make progress towards achieving the community’s desired outcomes.

To that end, the City developed a Public and Agency Engagement Plan (as required by the TPRs) to guide equitable outreach and engagement for the 2045 TSP planning process. The engagement plan prioritizes community-led engagement and decision-making, with special emphasis placed on racial minorities, low-income people, and other underserved populations. Through this process, the plan will center the voices of underserved populations at all levels of decision-making through multilingual and tailored outreach activities. It also includes gathering, collecting, and valuing quantitative and qualitative information (including lived experience) from the community to help in the agency’s understanding of how proposed changes would benefit or burden underserved populations.

Project Objective

The state’s new requirements for a major equity analysis (provided in OAR 660-012-0135) includes an inventory of how past transportation and land use decisions have harmed underserved populations. Portland’s Public and Agency Engagement Plan leads with this task as foundational work that will shape the first phase of the 2045 TSP update process, aimed to impact informed participation and meaningful engagement in the 2045 TSP as Portland revisits its transportation system’s vision, goals, and objectives, which inform policies and criteria for prioritizing investments in the system citywide. Understanding this

history is vital to ensuring informed transportation and land use decisions avoid perpetuating harms to underserved populations and continue meaningful pursuit of transportation justice and more equitable land use and transportation outcomes.

Work Overview

From January 2024 through June 2025, Portland’s 2045 TSP engagement will cover phases one and two of Portland’s TSP update process. Phase one of the 2045 TSP update process is called the “Groundwork” phase. In this phase, the project team will assemble information about the City’s transportation system and community feedback about system goals and objectives to support and guide the collaboration required to develop priorities for Portland’s future. The Groundwork phase will essentially ask “what do we want, what do we have now, and what will we need in the future?” The second phase is the “Development” phase, which will essentially ask “what should we do first and how will we fund projects?” The goal of the Development phase engagement is to collaborate with technical experts, agency partners, and community to develop and evaluate solutions that meet agreed upon goals, objectives, and evaluation and performance criteria.

Equitable engagement activities in the Groundwork and Development phases include:

- Refining the engagement plan through community interviews with community-based organizations and other key communities of interest to incorporate how they wish to participate;
- Establishing a Community Advisory Committee (CAC) and supporting their commitment and participation;
- Providing broad outreach and public information about the TSP, planning process, and how to engage, preparing the public for engagement;
- Refining and summarizing the History of Portland’s Racist Transportation Planning (first published September 2019) by empowering equity-centered qualitative narrative voice and support from local historians and cultural/community history-holders;
- Providing opportunities for online engagement to receive feedback about vision, goals, and objectives;
- Hosting equity-centered focus groups and workshops for feedback;
- Providing language translation and interpretation, and appropriate methods of language-based distribution channels and engagement incentives; and
- Tailored youth outreach and engagement approaches.

PROJECT ROLES AND RESPONSIBILITIES

Grantee: Overall management of the Project shall be the responsibility of the Grantee. The Grantee shall appoint a Project Manager to be the principal contact person representing the Grantee on all matters relating to the Project.

Specific project management duties of the Grantee include:

- a. Coordinating project schedule and deliverables;
- b. Coordinating City staff;
- c. Noticing, scheduling, and managing meetings and work tasks. Activities include preparing and distributing meeting notices, agendas, and summaries; and meeting facilitation.

DLCD: DLCD will provide financial, administrative, and technical assistance to the Project. DLCD will participate in advisory committees as capacity allows. Additional technical assistance may be provided as requested by the Grantee. DLCD will review Grantee’s work, invoices, and progress reports. Additionally, DLCD will review the Grantee’s performance and deliverables prior to paying invoices received by the Grantee.

PROJECT REQUIREMENTS

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

1. Grantee shall produce and submit to DLCD those Products as specified in this Agreement and this Project Description and Budget.
2. Grantee shall provide copies of all final Product(s) produced under this Agreement to DLCD in the manner described in this Project Description and Attachments A and B.
3. All final reports, studies, and other documents produced under the Project shall 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 shall 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 shall provide all letters, memos, reports, charts, products and maps produced under this Agreement in a digital media format.
6. Grantee shall 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 shall 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 shall, in performing the Project under this Agreement, ensure consistent, coordinated use of population, employment, housing, and land needs projections associated with the following activities: (1) the periodic review work programs and related tasks; (2) the transportation system plans being prepared pursuant to OAR 660-012-0000; (3) any post-acknowledgment plan and land use regulation amendments proposed by the Grantee.
9. Any notice issued by Grantee eligible for reimbursement under ORS 227.186 – Notice to city property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.
10. Any notice issued by Grantee eligible for reimbursement under ORS 215.503 – Notice to county property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.

11. Grantee shall coordinate and provide notice to DLCD, City of Portland, and any other agencies and organizations listed of public meetings, workshops, work sessions, and hearings to develop, review or approve products prepared under this Agreement.
12. Grantee shall consult with the DLCD Project Manager in the development of Products and provide an opportunity for timely review of all draft Products.

PROJECT SCHEDULE, PRODUCTS, AND BUDGET

Project Schedule

The schedule identified in this 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 **June 30, 2025**.

Task 1: Community interviews

The International Association for Public Participation (IAP2) developed Core Values for the practice of public participation for use in developing and implementing public participation processes to help inform better decisions that reflect the interests and concerns of potentially affected people and entities. The fifth Core Value is that “public participation seeks input from participants in designing how they participate.” Effectively doing so is also a means of treating others as they wish to be treated. This is a culturally relevant and equity-centered approach to community engagement.

The City shall conduct at least 12 interviews with equity-centered community-based organizations to inform them about the 2045 TSP, discuss the community engagement approaches, gather information about community resources to support reaching and engaging with key stakeholder groups, and seek consultative advice in shaping how they might like to engage in the planning process and support synergies with the work.

Task 1 Deliverables:

1. Community interview summary report
2. Revised/refined engagement plan that integrates feedback from the community interviews

Task 1 Costs:

1. Interview engagement incentives (approximately \$20-\$25 each) = \$300

Task 2: History of Portland’s Racist Transportation Planning

This task includes refining and summarizing the History of Portland’s Racist Transportation Planning (first published September 2019) by empowering equity-centered qualitative narrative voice and support from local historians and cultural/community history-holders. It culminates into a video project to share community voices in telling the history and impacting informed participation and meaningful engagement from Portlanders at large in the 2045 TSP. This work is designed to support efforts to ensure informed transportation and land use decisions avoid perpetuating harms to underserved populations and continue meaningful pursuit of transportation justice and more equitable land use and transportation outcomes.

Task 2A: Refining Portland’s History of Racist Transportation Planning

PBOT has conducted substantial work towards understanding Portland’s History of Racist Transportation Planning, with a 150-page researched draft. This draft has not been reviewed by local historians and academics, nor has it been reviewed by community/cultural history-holders. As a government agency that has harmed members of underserved communities, publishing the document its present state could harm communities already disproportionately impacted, by potentially perpetuating their marginalization. Yet the state’s new requirements for a major equity analysis (provided in OAR 660-012-0135) include an inventory of how past transportation and land use decisions have harmed underserved populations. To fulfill the requirements and use the important work to impact more equitable outcomes, the City shall advance the work in an equitable and inclusive manner.:

Such work shall include compensating community and external historian subject matter experts for their time reviewing and contributing to historical papers. This broader expertise and perspectives provide PBOT with the opportunity to build trust in and among impacted communities. Subject matter expert (SME) reviews will both support edits to the larger history paper as well as a collaboratively developed executive summary of the report to serve as the basis of the chapter in the 2045 TSP and narrative video content.

Task 2B: Video storytelling

Storytelling through video is a meaningful medium to reach a broad audience and make a bigger impact. The City shall invite community review participants to share personal photos and be interviewed on video about their own experiences and knowledge of Portland’s racist transportation history.

Not everyone is going to read a history paper. Video with narrative history, community voices and stories, and historical imagery has the potential to make a bigger impact and reach more people. The narrative videos aim to inspire equity and transportation justice-informed participation in the 2045 TSP. The City shall record, edit, and publish these videos on its website and promote them via social media. The videos shall include five stand-alone video “shorts” featuring perspectives of 8-10 community members, as well as one comprehensive narrative video.

The City shall conduct a public screening event of the comprehensive narrative video, aiming to help to further elevate community voices. It also aims to bring the community together, fostering a collective sense of understanding and ownership over the experiences shared by fellow residents.

Task 2 Deliverables:

1. SME reviewed and qualitatively enriched complete (larger) version of Portland’s History of Racist Transportation Planning, required to provide adequate summary
2. An SME-reviewed summary version of the history for the 2045 TSP chapter and basis of the narrative video
3. Five community/cultural history-holder video “shorts” featuring 8-10 perspectives
4. Comprehensive narrative video on Portland’s History of Racist Transportation Planning
5. Public video screening event

Task 2 Costs:

1. SME stipends x10 \$500 = \$5,000

2. Community/cultural history-holder stipends = \$1,500
3. Video: five shorts and one comprehensive video = \$30,000
4. Video screening event venue rental = \$1,200
5. Video screening event attendance/engagement incentives = \$400

Task 3: Community Advisory Committee (CAC)

Portland shall recruit a CAC to focus on policies and outcomes of the technical analyses and provide valuable insight into community priorities for the city's 2045 TSP. The CAC shall be made up of nontechnical committee members such as residents, property owners, business owners, representatives from underserved populations, advocacy groups, civic institutions, community centers, and senior centers.

The project team has scoped CAC meetings to be hosted quarterly throughout the planning process. Equity-centered best practice and City policy supports stipends for this level of commitment and participation, up to \$500 per calendar year, per participant. Stipends support sustained participation, especially among individuals and organizations for whom participation takes away from paid work time, priority activities, or causes incurred costs or inconveniences.

Meeting after typical work hours may produce participant costs for parking or transit, other barriers for obtaining necessary mobility, and could require attendees to skip dinner, negatively impacting equitable recruitment, attendance, and/or participation quality. The project team shall endeavor to reduce these barriers to participation while setting participants up for success with sustenance necessary to learn and participate meaningfully.

The City shall provide stipends for CAC participants, meeting sustenance for four meetings, and transportation assistance for members at those four meetings.

Task 3 Deliverables:

1. CAC selection memo articulating Commissioner in Charge-approved diverse membership selection
2. CAC meeting notes x 4 in-person meetings

Task 3 Costs:

1. Stipends \$500 x 25 CAC members = \$12,500
2. Meeting sustenance (culturally relevant food and non-alcoholic beverages) approximately \$200 x 4 meetings within June 30, 2025 timeframe = \$800 total
3. Parking, transit pass, bike rental, micromobility, or other price-appropriate mobility accommodation for CAC members, estimated at \$5/member x 25 members x 4 meetings = \$500 total

Task 4: Groundwork and Development engagement

Phase I Groundwork engagement shall gather public feedback informing the vision, goals, and objectives for the transportation system, the existing and future conditions, and policy considerations for TSP chapter updates. Phase II Development engagement is intentionally front-loaded to the first six months of 2025 to impact the Development phase. In this phase, the engagement will help develop and evaluate solutions that meet the agreed upon goals, objectives, and evaluation and performance criteria.

Both phases of engagement shall be accomplished through online engagement, equity-centered focus groups and workshops, and neighborhood focus groups and workshops. Supporting these efforts includes language translation and interpretation, culturally relevant consultant support for culturally-relevant language-based outreach and engagement, social media and radio advertising, youth outreach and engagement activities with organizational partnerships, and applicable engagement incentives and sustenance.

The City shall conduct translation and interpretation for these materials and events in up to four languages. The City shall hire consultants to provide culturally-relevant language-based outreach and engagement. The City shall provide engagement incentives for workshops and on-line surveys. The City shall provide sustenance for in-person focus groups or workshops, as well as transportation support. The City shall purchase social media or radio advertising to encourage participation. City shall host at least three youth outreach activities.

Task 4 Deliverables:

1. Equity-centered focus groups/workshops x10 among Phases I+II
2. Neighborhood focus groups/workshops x20
3. Two online engagement efforts (Phases I+II)
4. Translated outreach materials in top four languages spoken in Portland other than English

Task 4 Costs:

1. Language translation and interpretation x4 languages (online engagement, outreach materials, focus groups and workshops) = \$6,000
2. Culturally-relevant consultant support = \$16,000
3. Engagement incentives (30 workshops, 2 online surveys) = \$4,200
4. In-person focus group/workshop sustenance, as-needed transit pass/parking accommodation support for equitable engagement participation x30 events = \$8,000 total
5. Social media outreach or radio advertising = \$1,200
6. Youth outreach and engagement partnerships and activities, three = \$2,400 total

Budget and Schedule

Task	Schedule	Total task amount
Task 1: Community interviews	January – March 2024	\$300
Task 2: History of Portland’s Racist Transportation Planning	January – June 2024	\$38,100
Task 3: Community Advisory Committee	September 2024 – June 30, 2025	\$13,800
Task 4: Groundwork and Development engagement	January 2024 – June 30, 2025	\$37,800
TOTAL	Delivered by June 30, 2025	\$90,000

2023-2025 Climate-Friendly and Equitable Communities Grant

Contact Information

For questions regarding your grant, please contact:

DLCD Project Manager:

Evan Manvel
635 Capitol Street NE, Suite 150
Salem, OR 97301-2540

Office: 503-373-0050
Mobile: 971-375-5979
E-mail: evan.manvel@dlcd.oregon.gov

OR

DLCD Program Manager:

Matt Crall
DLCD Salem Office
635 Capitol Street NE Suite 150
Salem, Oregon 97301-2540

Mobile: 503-798-6419
E-mail: matt.crall@dlcd.oregon.gov

Payment requests should be sent to:

DLCD Planning Grants Coordinator

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

Mobile: 971-718-4194
E-mail: ashley.edwards@dlcd.oregon.gov

2023-2025 Climate-Friendly and Equitable Communities Grant

PAYMENT REQUEST FORM

Grantee City of Portland	Grant No. Assigned by DLCD CFEC-25-003	Grant Funds – Already Dispersed \$XX,XXX	
Funding / Grant Period From:	Funding / Grant Period To: 06/30/2025	Summary of Grant Deliverables Provide a brief description of grant deliverables that were worked on from the Project Description and Budget in the space provided below. In many cases a sentence or two is all that is required but we welcome as much information as you can provide.	
DLCD Grant Task Number	Amount Due Per Task		
1.			
2.			
3.			
4.			
5.			
6. Total Reimbursement Request (add lines 1, 2, 3, 4, 5)			
11. Certification: I certify to the best of my knowledge and belief that the information on this form is correct, complete, and that all reimbursement requests are for the purposes set forth in the award document. I further certify that all grant records are available upon request, and the grant records will be retained for SIX (6) YEARS after the Final Deliverables and Payment are received.			
13. Typed or Printed Name and Title (required)		14. Mailing Address: Include City, State and Zip Code (required)	
15. Authorized Certifying Official Signature (required)		16. Date (required)	
PLEASE DO NOT WRITE BELOW THIS LINE			
DLCD CERTIFICATION (for DLCD use only) I certify, as a representative of the Department of Land Conservation and Development, that the grantee: ___ has met the terms and conditions of the grant and that all deliverables have been received and approved. ___ has not met the terms and conditions of the grant for the reasons stated on the attached sheet.			
Signature of DLCD Planning Grants Coordinator		Date Signed	
Signature of DLCD Program Manager		Date Signed	
BATCH #/DATE _____		VOUCHER#/DATE _____	
OBJ. CODE _____		PCA _____	
		VENDOR NO. _____	
		AMOUNT _____	

Grant Payment Request Form Attachment - Instructions

Instructions for 2023-2025 Climate-Friendly and Equitable Communities Grant

If you have questions about the grant reimbursement form or what the grant can be used for, please contact the DLCDC Planning Grants Coordinator: Ashley Edwards at 971-718-4194 or ashley.edwards@dlcd.oregon.gov

- In the second row of the closeout report, please fill in the Starting Date (“Funding / Grant Period From”). This will be the date the grant agreement was signed by all parties and fully executed.
- **DLCD Grant Task Number:** For items 1–5 enter the grant task numbers from the Project Description and Budget (Attachment A) that were completed for this payment request. Only enter as many grant task numbers as needed and leave the rest of the numbered spaces blank.
- **Amount Due Per Task:** Enter the amount to be paid per task per the Project Description and Budget.
- **Total Reimbursement Request:** Add up the total of all of the amounts due per task.
- **Certification (box 11): Please read and understand the certification statement.** If you have questions, please contact Ashley Edwards at 971-718-4194 or ashley.edwards@dlcd.oregon.gov
- Boxes 13–16 are for documenting responsibility for the information being submitted and requesting payment. Please use dark blue or black ink so the information shows when copied or scanned.

13. Print Name and Title legibly.

14. Print the mailing address where payment should be sent.

15. Signature of Authorized Certifying Official: by signing this box this person takes responsibility of the information and accuracy of the information.

16. “Date” is the date the closeout form was signed. It must be sent by the closeout date.

- The “Summary of Grant Deliverables” box, located on the top right side of form, must be completed. Please provide a brief description of grant deliverables that were worked on for this payment request. The Project Description and Budget (Attachment A) describes in detail the projects and activities allowed. (If you have questions, please contact Ashley Edwards at 971-718-4194 or ashley.edwards@dlcd.oregon.gov)

It is important that you retain all grant-related records in a grant file maintained in your jurisdiction for six (6) years from the closeout date, including but not limited to documentation of grant deliverables and payments.

Two ways to submit the Payment Request Form:

1. E-mail a PDF file of the payment request form to ashley.edwards@dlcd.oregon.gov
2. Send the hard copy of the signed payment request form and cover memo via US Mail to:

Ashley Edwards
Department of Land Conservation and Development 635
Capitol Street NE, Suite 150
Salem, Oregon 97301-2540