
STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT



2021-2023 RURAL TRANSPORTATION EQUITY (RTE) GRANT

AGREEMENT COVER SHEET	
This cover sheet is informational and not a part of the agreement	
Offer Date: October 5, 2022	Grant No. RTE-23-003
Grantee Town of Lakeview 525 North 1 st Street Lakeview, OR 97630	DLCD Planning Grants Coordinator Ashley Edwards 971-718-4194 ashley.edwards@dlcd.oregon.gov
GRANT AMOUNT: \$85,000.00	CLOSING DATE: June 30, 2023

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 **October 28, 2022**. 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
2021-2023 RURAL TRANSPORTATION EQUITY (RTE) GRANT
AGREEMENT

DLCD Grant Number: RTE-23-003

Town of Lakeview

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 the **Town of Lakeview**, 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**
Attachment D: **Quarterly Reporting Form**
Attachment E: **Final Closeout Form**

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 **\$85,000.00** (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 Rural Transportation Planner 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 hererof.

- a. **Progress Reports.** Grantee will submit a written status report at the request of the DLCD or as required in the Project Requirements in Attachment A, on the form provided in Attachment D.
- b. **Financial Reimbursement Reports.** In order to receive payment, Grantee must submit to DLCD payment requests for deliverables 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, on the form provided in Attachment E. 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 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 DLCD'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 DLCD Planning Grants Coordinator at least 90 calendar days before the Project End Date.
- 10. **Default.** Reimbursements to Grantee may be withheld or reduced if DLCD 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 DLCD Planning Grants Coordinator and DLCD 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, 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,


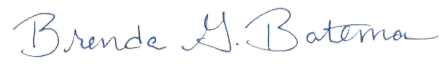
whichever date is later. Accounting records related to this Agreement will be separately maintained from other accounting records.

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 Rural Transportation Equity 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	
Town of Lakeview		townmanager@townoflakeview.org	
Mailing Address, City, State, Zip code			
525 North 1st Street, Lakeview, Oregon 97630			
Telephone Number		Fax Number	
541-947-2020			
Print Name of Authorized Official for the Grantee Michele Parry		Title Town Manager	Date October 5, 2022
Signature of Authorized Official for the Grantee 			
Print name of Authorized Official for DLCD Brenda Bateman		Title Director	Date Oct. 5, 2022
Signature of Authorized Official for DLCD 			

DLCD Rural Transportation Equity Grant

Project Description and Budget

PROJECT PURPOSE STATEMENT

Program Summary

The Department of Land Conservation and Development launched the Rural Transportation Equity program as a component of Policy Option Package 90, at the recommendation of the Governor’s Racial Justice Council. The program aims to support underserved communities, in rural areas, gain access to critical services and destinations by identifying and pursuing transportation options like biking, walking and public transportation.

Engaging the community. Participating jurisdictions’ staff will identify and engage underserved and transportation disadvantaged communities in rural areas through geographically- and culturally-specific approaches. Engagement will focus on relationship building, identification of transportation challenges, and sharing information regarding services and facilities that can reduce barriers to accessing key destinations, such as employment centers and critical services.

Strategic investment planning. Participating jurisdictions’ staff will further prioritize and identify projects and services that may have a catalytic effect on enabling transportation options for underserved community members. Technical analysis, project scoping, and project design will produce project materials for those multi-modal projects that are most needed.

The following scope of work describes activities and deliverables that Lakeview (“Town” or “Grantee”) will complete as a participant in the Rural Transportation Equity program.

Project Objectives and Outcomes

Objective: Strategic Investment Planning

The project aims to identify, prioritize, and develop technical analysis and design products to support Lakeview’s preparation for competitive funding opportunities from state and federal partners. Project identification shall be based on results of on-site community engagement to include a walking tour or similar activity with Lakeview Staff and residents, identified safety concerns based on current transportation planning documents and recent safety data, gaps in transportation facilities and operations, and other barriers that limit active transportation options. Project prioritization shall consider equity data (including expanding options for transportation disadvantaged populations), safety issues, and forthcoming funding opportunities to strategically invest in the Lakeview’s transportation options infrastructure and service.

For the purposes of this agreement, “transportation disadvantaged populations” include:

- Elderly populations (65 and older)
- Youth populations (under 18)
- Non-white and Hispanic populations
- Low-income population (households earning less than 200% of the poverty level as determined by the census)
- Limited English proficiency population

- Households without access to a vehicle
- People with a disability (severe or non-severe disability)
- Crowded Households

Town Staff shall use relevant information and methods from the DLCDC Putting the People in Planning guide and current community engagement best practices to:

- Prioritize community-led engagement and decision making with specific attention to underserved and transportation disadvantaged populations;
- Identify neighborhoods with above average concentrations of transportation disadvantaged populations;
- Engage in additional outreach activities with transportation disadvantaged populations and in neighborhoods with concentrations of underserved populations;
- Consider the effect of plans, policy, and public investments on underserved populations; and
- Develop decision-making factors that recognize historic and current inequities in order to reduce them.

Outcomes

Completion of project tasks will prepare projects that support expansion of transportation options to disadvantaged community members through the following outcomes:

- Conceptual design of identified projects from the Lakeview Transportation System Plan;
- Adding equity as a criterion for project selection and prioritization;
- Demographic data for the town of Lakeview, identifying transportation disadvantaged groups;
- Enable Lakeview to be more competitive in forthcoming state and federal infrastructure funding cycles;
- Access by non-English speaking population to information about active transportation options; and
- Community support for alternate modes of transportation.

PROJECT OVERVIEW AND MANAGEMENT

Overall management of the Project will be the responsibility of the Grantee as assisted by the DLCDC Rural Transportation Planner. Specific Project management duties of Lakeview will include:

- a. Managing a Project Management Team, to include DLCDC Staff and Lakeview Staff, including contract engineering support;
- b. Organizing and managing a Community Advisory Committee (CAC) to provide community engagement advice and support for project concepts;
- c. Performing work described in this Project Description and delivering products on timelines specified;
- d. Scheduling and managing meetings, including activities such as, preparing and distributing meeting notices, agendas, and summaries.

Agency Role

DLCDC will provide financial, administrative, and technical assistance to the Project. This will include attending Community Advisory Committee meetings, select in-person engagement events, and provide institutional connection to state resources and partner agencies.

DLCDC supports the collaborative approach envisioned in the Project and agrees to work equally and fairly with Lakeview to help assure that state and local interests are optimized. DLCDC recognizes the

Lakeview Active Transportation Facilities Project will inform, but will not bind, future land use decisions of the cooperating jurisdictions.

Project Meeting Materials

Lakeview staff shall prepare meeting agendas and summaries for each TAC meeting. Lakeview staff 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 June 30, 2023.

Expectations for All Written and Graphic Products

All reports and Products will be delivered to the DLCD Rural Transportation Planner according to the schedule provided in this Project Description. Please include, to the extent possible, materials generated for use in TAC meetings, Public Workshops, and Summaries specified in the “Schedule, Products, and Budget.” Photos and other media shall be used to document events, and shall be supplied as attachments and supporting materials provided with summaries.

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

Grantee 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 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 (Attachment A).
3. All final 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 October 30, 2022:
 - 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 Technical Advisory 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. Grantee will, 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.
10. Any notice issued by Grantee that is eligible for reimbursement under ORS 227.186 – Notice to town property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.
11. Any notice issued by Grantee that is eligible for reimbursement under ORS 215.503 – Notice to county property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.
12. Grantee will coordinate and provide notice to DLCD, 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.
13. Grantee will consult with the DLCD Rural Transportation Planner in the development of Products and provide an opportunity for timely review of all draft Products.
14. Grantee will submit quarterly written status reports on the form provided in Attachment D on the following dates: 11/30/22, 2/28/23, and 5/31/23. Grantee will submit a closeout report 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 E. Grantee will submit written status reports at the request of the DLCD Rural Transportation Planner at any time outside of the quarterly reporting schedule, in addition to the payment requests submitted on Attachment C.

GIS Requirements

1. 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).
2. 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.
3. 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 13.
4. 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 Rural Transportation Planner.

SCHEDULE, PRODUCTS, AND BUDGET

Task 1: Project Scoping and Management

The purpose of this task is to familiarize Project Management Team with rule requirements, confirm the objectives of the project, refine the project schedule, and prepare a strategy for engaging community members throughout the project.

1. 1. Project Management Kick-Off

Town shall conduct Project Management Team (PMT) meetings throughout the project timeline to review project objectives, prepare a project schedule, and discuss issues and approach. Relevant Town staff and DLCDC Staff shall attend the meeting to form the Project Management Team. Town shall facilitate development of a project schedule identifying major milestones and prepare brief Project Management Meeting summaries throughout the project timeline.

1. 2. Technical Advisory Committee Formation

The project shall be guided by a Technical Advisory Committee (TAC) assembled by Town staff, to include Lakeview Public Works staff, contract engineering staff, relevant regional staff (Lake County Public Health and Economic Development, Lakeview School District, and representatives from other agencies), stakeholders, community-based organizations, and other relevant regional participants.

Task 1 Deliverables:

- Project Management Team Kickoff (Agenda, Meeting summary)
- Technical Advisory Team Roster

Timeline: Kickoff completed by October 30, 2022; PMT/TAC meetings shall begin October 2022 and run through June 2023.

Task 1 budget: \$2,500

Task 2: Project Prioritization

The purpose of Task 2 is to prioritize projects that have a nexus to serve transportation disadvantaged residents of Lakeview. To do so, staff will engage with the school district, community-based organizations, and low-income community members to better-understand the socio-economic nuances of each neighborhood of Lakeview. Dialogue will include existing conditions, potential project opportunities, and the outcomes project investments may support.

2. 1. Demographic and Key Services Analysis

Identify transportation disadvantaged populations using census data and publicly-available information and review methods successfully used in previous planning efforts to reach them. Provide mapping of indicators and demographic information of transportation disadvantage along with key services from Lakeview TSP.

2. 2. Technical Advisory Committee Meeting 1

Meeting 1: Convene advisors to provide a project overview and schedule and review demographics, key destinations, and proposed project list from Lakeview TSP.

Task 2 Deliverables:

- Demographics and Key Services Memo
- TAC Meetings 1 Summary

Timeline: October to November 2022

Task 2 Budget: \$2,500.

Task 3: Strategic Investment Project Design

The purpose of this task is to prioritize and design products to support Lakeview's preparation for competitive funding opportunities from state and federal partners.

3. 1. Technical Advisory Committee Meeting 2

Meeting 2: Convene advisors to review prioritized project list to support community needs, drawing connection to transportation disadvantaged populations and key destinations. Identify opportunities and threats in the public landscape and develop a strategy for building public support for top priority projects.

3. 2. Bicycle Facility Project Design

Review design guidance, such as the [Small Town and Rural Multimodal Networks](#) guide, to identify bicycle facilities best suited to apply to high-priority project alignments.

3. 3. Sidewalk/Crossing Facility Project Design

Review Lakeview Public Works Design standards and proceed with engineering design that reflects best engineering practices, public works design standards, and incorporates feedback generated by walking audit.

3. 4. Funding Analysis

Review project ideas with ODOT representative(s) to determine eligibility of proposed projects with available and emergent funding opportunities.

3. 5. Technical Advisory Committee Meeting 3

Meeting 3: Convene advisors to review preliminary project concepts (map, 20-30% design concepts) and solicit feedback when compared to demographic data and mapping. Identify key equity take-aways to share with the community in Task 4.

Task 3 Deliverables:

- TAC Meetings 2 & 3 Summaries
- Map of selected project extents
- Bicycle and Pedestrian Facility 30% design plans

Timeline: October 2022 to March 2023

Task 3 Budget: \$70,000.

Task 4: Community Project Support

4.1. Community Walking Tour

Perform a public “walking audit” of high-priority corridors, in coordination with Lake County School District, to review proposed project areas.

4.2. School District Meeting

Project Management Team to meet with Lake County School District leadership to review bicycle and sidewalk improvement plans. This meeting will serve to build understanding for why the projects were selected, who will benefit from their funding and completion, and identify funding pathways that may require school district participation and support to access funding.

4.3. Project webpage

A website project page shall be created by Lakeview staff to serve as a clearing house for the project, provide access to work products associated with this project. The page shall be maintained throughout the course of the project, and may be converted to a long-term resource upon completion of the project.

4.4. Technical Advisory Meeting 4

Meeting 4: Convene advisors to review design plans for proposed projects and summarize feedback/take-aways from community events.

Task 4 Deliverables:

- Project webpage
- Walking tour: Agenda, map, photos
- TAC Meeting 4 Summary

Timeline: October 2022 to May 2023

Task 4 Budget: \$5,000.

Task 5: Funding

The purpose of this task is to identify state and federal funding opportunities to match Lakeview’s desired bicycle and pedestrian projects, and specify deliverables to suit.

5. 1. Funding-focused Deliverables

Identify, where possible, deliverables that can support the Town’s future application(s) for infrastructure funding.

5. 2. Final Report

Town Staff shall develop and present a final report cataloguing activities and deliverables developed throughout the project. The report may compile deliverables from tasks 1-5, include key data, details, and take-aways from the process.

5. 3. Technical Advisory Committee Meeting 5

Meeting 5: Convene advisors to review draft of final report, summarize all deliverables from tasks 1-5, and provide recommendations for next steps.

Task 5 Deliverables:

- Funding analysis memo
- TAC Meetings 5 Summary
- Final Report

Timeline: March to June 2023

Task 5 Budget: \$5,000.

Budget Summary

Task 1 – Project Scoping and Management	\$ 2,500
Task 2 – Project Prioritization	\$ 2,500
Task 3 – Strategic Investment Project Design	\$ 70,000
Task 4 – Community Project Support	\$ 5,000
Task 5 – Funding	\$ 5,000
TOTAL	\$ 85,000

DLCD 2021-2023 Rural Transportation Equity Grant

Contact Information

For questions regarding your grant, please contact:

DLCD Rural Transportation Planner:

Madeline Phillips
635 Capitol Street NE, Suite 150
Salem, OR 97301-2540

Office: 503-373-0050
Mobile: 503-507-5167
E-mail: madeline.phillips@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

Quarterly reports and final closeout forms should be sent to both the **DLCD Rural Transportation Planning** and **DLCD Planning Grants Coordinator**.

**DLCD 2021-2023 Rural Transportation Equity Grant
Payment Request Form**

Grantee Town of Lakeview		Grant No. Assigned by DLCD RTE-23-003	Grant Funds – Already Dispersed \$XX,XXX
Funding / Grant Period From: XXXXXXXX		Funding / Grant Period To: 06/30/2023	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 _____	PCA _____	
OBJ. CODE _____	VENDOR NO. _____	AMOUNT _____	

Grant Payment Request Form Attachment - Instructions

Instructions for DLCD 2021-23 Rural Transportation Equity Grant

If you have questions about the grant reimbursement form or what the grant can be used for, please contact the DLCD 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

Two ways to submit the Quarterly Reporting Form:

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

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

DLCD 2021-2023 Rural Transportation Equity Grant

FINAL CLOSEOUT FORM

Grantee: Town of Lakeview

DLCD Grant Number: RTE-23-003

COMPLETED TASKS SUMMARY

Please describe the outcomes of all completed deliverables throughout the project.

Tasks	Date Completed	Please summarize successes, stumbling blocks, and/or lessons learned for each task.
Task 1: Project Scoping & Management		
Task 2: Project Prioritization		
Task 3: Strategic Investment Project Design		
Task 4: Community Project Support		
Task 5: Funding		

PROJECT FEEDBACK

- 1. Overall, did your team learn any key lessons about engaging with hard-to-reach rural folks in Lakeview? Please describe your top 3.**

- 2. Will methods and/or lessons learned from this project change the way you and/or other Lakeview Staff engage rural communities on future projects? Please describe.**

3. If Lakeview were to start this project all over, what would you and/or your team have done differently?
4. For future projects, are there ways that the DLCD staff can be more helpful and/or provide more support for a project like this?
5. Please provide any other comments or feedback about this project.

Two ways to submit the Final Closeout Form:

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

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