



600 NE Grand Ave.
Portland, OR 97232-2736

Council meeting agenda

Thursday, January 25, 2024

10:30 AM

Metro Regional Center, Council Chamber,

[https://www.youtube.com/watch?](https://www.youtube.com/watch?v=xf2v-KOwMCY)

[v=xf2v-KOwMCY,](https://www.youtube.com/watch?v=xf2v-KOwMCY)

<https://zoom.us/j/615079992> Webinar ID:

615 079 992 or 888-475-4499 (toll free)

This meeting will be held electronically and in person at the Metro Regional Center Council Chamber.

You can join the meeting on your computer or other device by using this link:

<https://www.youtube.com/watch?v=xf2v-KOwMCY>

1. Call to Order and Roll Call

2. Public Communication

Public comment may be submitted in writing. It will also be heard in person and by electronic communication (video conference or telephone). Written comments should be submitted electronically by emailing legislativecoordinator@oregonmetro.gov. Written comments received by 4:00 p.m. the day before the meeting will be provided to the council prior to the meeting. Testimony on non-agenda items will be taken at the beginning of the meeting. Testimony on agenda items generally will take place during that item, after staff presents, but also may be taken at the beginning of the meeting.

Those wishing to testify orally are encouraged to sign up in advance by either: (a) contacting the legislative coordinator by phone at 503-813-7591 and providing your name and the agenda item on which you wish to testify; or (b) registering by email by sending your name and the agenda item on which you wish to testify to legislativecoordinator@oregonmetro.gov. Those wishing to testify in person should fill out a blue card found in the back of the Council Chamber.

Those requesting to comment virtually during the meeting can do so by joining the meeting using this link: <https://zoom.us/j/615079992> (Webinar ID: 615079992) or 888-475-4499 (toll free) and using the "Raise Hand" feature in Zoom or emailing the legislative coordinator at legislativecoordinator@oregonmetro.gov. Individuals will have three minutes to testify unless otherwise stated at the meeting.

3. Presentations

- 3.1 Results of the Supportive Housing Services Audit [24-5998](#)

Presenter(s): Brian Evans, Auditor, Metro

Attachments: [Staff Report](#)
[Attachment 1](#)

4. Resolutions

- 4.1 Resolution No. 24-5377 For the Purpose of Adopting the 2024 State Legislative Agenda [RES 24-5377](#)

Presenter(s): Annelise Koehler (she/her), Metro
Jenna Jones (she/her), Metro

Attachments: [Resolution 24-5377](#)
[Exhibit A](#)
[Exhibit B](#)
[Staff Report](#)

- 4.2 Resolution No. 24-5376 For the Purpose of Adopting the Federal Legislative Agenda for the 118th Congress [RES 24-5376](#)

Presenter(s): Betsy Emery (she/her), Federal Affairs Advisor, Metro

Attachments: [Resolution No. 24-5376](#)
[Staff Report](#)
[Exhibit A](#)

- 4.3 Resolution No. 23-5371 For the Purpose of Awarding 2040 Planning Grants [RES 23-5371](#)

Presenter(s): Eryn Kehe (she/her), Urban Policy & Development Manager, Metro
Serah Breakstone (she/her), 2040 Planning & Development Grants Program Manager

Attachments: [Resolution 23-5371](#)
[Exhibit A](#)
[Staff Report](#)
[Attachment 1](#)

5. Other Business

5.1 Waste Prevention and Environmental Services (WPES) [23-5982](#)

System Financing and Solid Waste Fees Discussion

Presenter(s): Marta McGuire (she/her), WPES Director, Metro
Brian Kennedy (he/him), Chief Financial Officer, Metro

Attachments: [Staff Report](#)

6. Chief Operating Officer Communication**7. Councilor Communication****8. Adjourn**

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ការគោរពសិទ្ធិពលរដ្ឋរបស់ ។ សំរាប់ព័ត៌មានអំពីកម្មវិធីសិទ្ធិពលរដ្ឋរបស់ Metro ឬដើម្បីទទួលបានកាតព្វកិច្ចសិទ្ធិស្មើគ្នារបស់យើងសូមទូរស័ព្ទទៅលេខ www.oregonmetro.gov/civilrights។
បើលោកអ្នកត្រូវការអ្នកបកប្រែភាសានៅពេលអង្គប្រជុំសាធារណៈ សូមទូរស័ព្ទមកលេខ 503-797-1700 (ម៉ោង 8 ព្រឹកដល់ម៉ោង 5 ល្ងាច ថ្ងៃធ្វើការ) ប្រាំពីរថ្ងៃ មុនថ្ងៃប្រជុំដើម្បីអាចឱ្យគេសម្រួលតាមសំណើរបស់លោកអ្នក។

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Results of the Supportive Housing Services Audit
Presentations

Metro Council Meeting
Thursday, January 25, 2024



Supportive Housing Services:

Shared oversight reduces transparency and accountability

January 2024
A Report by the Office of the Auditor

Brian Evans
Metro Auditor

David Beller
Senior Management Auditor

Paoa Wandke
Senior Management Auditor

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File an online report at www.metroaccountability.org



Brian Evans
Metro Auditor
600 NE Grand Ave
Portland, OR 97232-2736
TEL 503 797 1892

MEMORANDUM

January 10, 2024

To: Lynn Peterson, Council President
Ashton Simpson, Councilor, District 1
Christine Lewis, Councilor, District 2
Gerritt Rosenthal, Councilor, District 3
Juan Carlos Gonzalez, Councilor, District 4
Mary Nolan, Councilor, District 5
Duncan Hwang, Councilor, District 6

From: Brian Evans, Metro Auditor

Re: Audit of Supportive Housing Services Program

This report covers the second audit of the Supportive Housing Services Program. The purpose was to follow up on audit recommendations made in May 2021, and assess the governance structure and performance processes.

Metro made progress on the three previous recommendations. One was fully implemented, and two were in process. Although progress was made, the audit identified opportunities to strengthen oversight by reducing duplication in some areas and clearly assigning responsibility in others.

The audit also identified weaknesses in the performance measurement system. Each part of the system needs to be aligned toward the same goals. Reliable data is needed to assess progress towards those goals. Decision-makers and the public need to be able to understand what the data means. Reliable data is important not only for current efforts, but to inform future actions. The region is likely to invest over \$2.5 billion through the program. This level of funding provides a valuable learning opportunity to plan for the future.

We have discussed our findings and recommendations with Marissa Madrigal, COO; Holly Calhoun, Deputy COO; Patricia Rojas, Housing Director; Liam Frost, Housing Deputy Director; Yesinia Delgado, Supportive Housing Services Program Manager; and Rachael Lembo, Finance Manager, Finance and Regulatory Services. I would like to acknowledge and thank all the people who assisted us in completing this audit.

Summary

In May 2020 voters in the Metro region approved a ballot measure to establish a region-wide supportive housing services program. The measure was intended to generate about \$250 million annually to address the needs of people experiencing, or at risk of experiencing, homelessness.

This is the second performance audit of Supportive Housing Services (SHS) implementation by the Office of the Metro Auditor. It follows up on recommendations made in 2021 and provides updated analysis of the oversight structure and performance measurement system.

Metro made progress on the three recommendations made in the May 2021 audit. One was fully implemented, and two were in process. Additional work on the first in process recommendation will be critical to create a performance measurement system that provides reliable and relevant information about program outcomes. Further oversight of administrative spending by the Regional Oversight Committee would help fully implement the second in process recommendation.

The audit identified opportunities to strengthen oversight by reducing duplication in some areas and clearly assigning responsibility in others. Regional oversight and accountability are a shared responsibility. When multiple parties have broad responsibility over a program there is a risk that some responsibilities could be duplicated or overlooked. Specifying how each role relates to the others, and what timelines are needed to ensure timely alignment would enhance program oversight.

Although the performance management system improved since 2021, gaps remain. We found variation in definitions, reports, and calculations that made it difficult to understand how the program had progressed. Ensuring reports are accurate and complete is an important element of accountability to the public. In addition, Metro will use monthly and quarterly data to monitor compliance with any corrective action plan, so data reliability is important to ensure agreements are followed.

Reliable data is important not only for current efforts, but to inform future actions. The Tri-County Planning Body is tasked with creating a regional plan and fostering coordination between the counties. Starting to think about the long-term plan now will be critical to ensure that the region has a data-driven strategy to inform priorities when SHS taxes sunset at the end of 2030.

The audit includes 18 recommendations. Seven were designed to ensure timely and ongoing program oversight. Six focus on improving the reliability and consistency of program performance data and reporting. The other five recommendations were made to identify programs that provide efficient, effective, and equitable services to inform long-term planning.

Background

In May 2020 voters in the Metro region approved a ballot measure to establish a region-wide supportive housing services program. The measure was intended to generate about \$250 million annually to address the needs of people experiencing, or at risk of experiencing, homelessness. Program documents stated that 5,000 people experiencing long-term homelessness would be served, and 10,000 people experiencing short-term homelessness would be served.

Seventy five percent of funds were expected to be spent on services for people experiencing long-term homelessness who also had one or more disabling conditions (Population A). The other 25% was intended for individuals experiencing, or at risk of experiencing, homelessness (Population B).

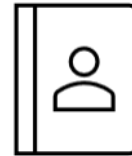
Exhibit 1 Supportive Housing Services were prioritized for two groups

Population A (75% of funding)



- Extremely low-income; AND
- Have one or more disabling conditions; AND
- Are experiencing or at imminent risk of experiencing long-term or frequent episodes of homelessness

Population B (25% of funding)



- Individuals experiencing homelessness or have a substantial risk of experiencing homelessness

Source: Metro Supportive Housing Services Workplan.

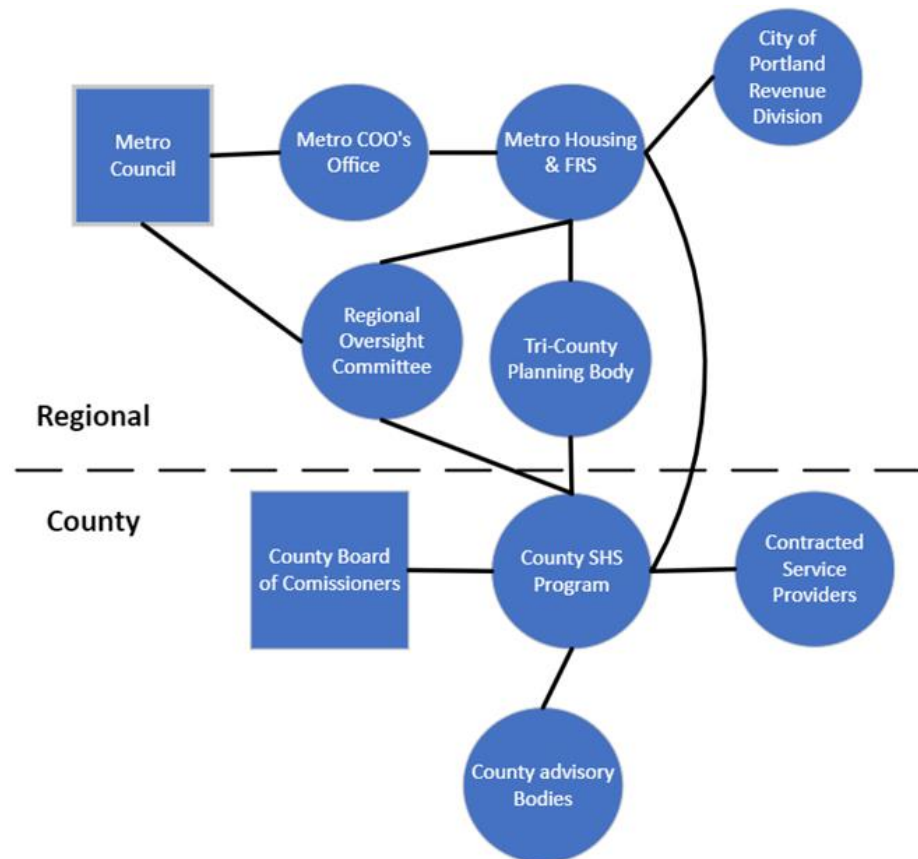
This is the second performance audit of Supportive Housing Services (SHS) by the Office of the Metro Auditor. The purpose of the first audit in 2021 was to take an early look at performance measures for the SHS program. It included three recommendations to improve performance management, regional coordination, and financial oversight. This report includes information about the status of previous audit recommendations, and new analysis to address the program's needs after two years of development.

Metro distributes SHS funds to Clackamas, Multnomah, and Washington counties to provide services. Each county's SHS programs are overseen by the elected Boards of County Commissioners and their respective advisory bodies.

Metro provides oversight of the regional program and supports the Regional Oversight Committee and Tri-County Planning Body. The Regional Oversight Committee (ROC) reviews adherence to the SHS guiding

principles and counties' implementation plans. The Tri-County Planning Body (TCPB) facilitates cooperation between counties through a series of regional strategies. The ROC is made up of volunteers. TCPB members are appointed by each county and includes a mix of elected officials, public sector employees, and some volunteers. The City of Portland collects SHS taxes on behalf of Metro.

Exhibit 2 SHS governance includes multiple layers of oversight, implementation, and accountability



Sources: Auditor's Office visualization of SHS governance structure based on program documents.

Within Metro, the Housing Department (Metro Housing), the Chief Operating Officer's Office (COO), and Finance and Regulatory Services (FRS), are involved in the SHS program. Metro Housing conducts most of Metro's administrative responsibilities, while FRS provides financial review, oversees tax collection, and disburses revenue to counties. The COO's Office is involved in resolving disputes between Metro and its partners.

SHS was initially managed by Metro's planning and development department. In fall 2022, Metro Housing became a separate department. It manages implementation of SHS and a separate program funding affordable housing construction.

SHS expenditures totaled about \$272 million (adjusted for inflation) in the first three years of the program. County spending accounted for 76% of spending. About 10% went to the City of Portland for tax collection. The other 14% was spent on Metro’s personnel, materials and services, and debit service to implement the regional program. Metro’s staffing for the program averaged 5.4 FTE during the first two years. Budgeted FTE increased to 16 in FY 2022-23. An additional 18.7 FTE were approved in the FY 2023-24 budget, which may bring the total to about 35 FTE.

Exhibit 3 The majority of SHS funds were distributed to the three counties

Type	FY 2020-21	FY 2021-22	FY 2022-23	Total
Personnel	\$337,951	\$692,540	\$1,038,071	\$2,068,562
Materials & Services	\$3,313,902	\$732,689	\$3,470,276	\$7,516,867
Debit Service	\$4,254,325	\$12,809,991	\$12,034,845	\$29,099,161
Tax Collection	\$3,466,304	\$15,130,235	\$8,252,522	\$26,849,060
Counties	\$1,114,990	\$59,525,526	\$146,015,458	\$206,655,974
Total	\$12,487,472	\$88,890,980	\$170,811,173	\$272,189,625

Source: Auditor’s Office analysis of PeopleSoft data. Adjusted for inflation.

Revenue for the SHS program is generated from a marginal tax on personal income (1%) and business profits (1%) above certain thresholds. Metro reserves 5% of funds, after tax collection costs, for administrative expenses. Clackamas (21.33%), Multnomah (45.33%), and Washington (33.33%) counties receive the remaining revenue.

Counties are expected to use their funding to cover administrative costs for their programs. Metro’s agreements with each partner do not limit their spending but recommend counties not exceed 10% for the long-term rental assistance voucher programs and 5% of all other programs. Based on current estimates, about 90% of SHS funds will go to the counties.

The SHS tax began in January 2021 and is set to expire after ten years unless renewed by voters. Each county’s Local Implementation Plan guides how their funding will be used. The plans were reviewed by the ROC and approved by Metro Council in the spring of 2021. The first funds were distributed to counties in July 2021, but the intergovernmental agreements between each county and Metro were not signed until February 2022. Each

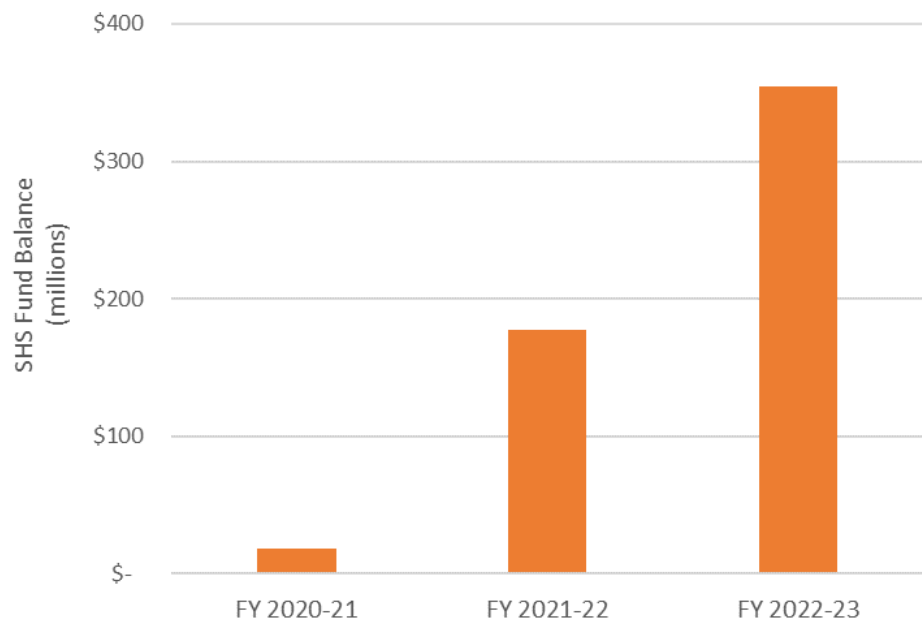
year, counties are required to present a new budget and workplan to Metro and the ROC.

There was uneven preparedness to use the funding among the three counties. The FY 2021-22 annual report stated that the program required a ramp up in capacity for all counties. Clackamas and Washington counties began the program with limited supportive housing programs compared to Multnomah County. Counties and their service providers had workforce shortages and other challenges that limited their ability to make use of available funds.

About \$592 million in SHS taxes was collected during the first three fiscal years. First year collections were relatively low. The tax generated significantly more revenue in its second (\$243 million) and third fiscal years (\$348 million).

Spending has not matched revenue in the first three fiscal years. In the first year, spending was more than available tax revenue. Metro issued bonds to cover the gap. Spending grew during the second (\$89 million) and third years (\$171 million), but revenue exceeded expenditures. As a result, only 40% of the tax revenue collected in the first three fiscal years was spent, which has resulted in a large fund balance (\$354 million). Metro predicts that it will take three to four years for county spending to match available revenues. During the audit, there were discussions within each county, and between Metro and the counties, about how to use the unspent revenue.

Exhibit 4 Revenue has exceeded expenditures, resulting in a growing fund balance



Source: Auditor's Office analysis of data for the Supportive Housing Services Fund in Metro's Annual Consolidated Financial Reports.

SHS also faced other challenges. Some taxpayers were issued fines in 2023 for not paying the tax but were unaware of it. The fines were ultimately waived.

In May 2023, Metro began a process to implement a corrective action plan with Multnomah County. The plan was intended to address underspending by Multnomah County as FY 2022-23 came to an end. Metro and Multnomah County reached agreement on the corrective action plan in August 2023, which will require more frequent and detailed reporting requirements moving forward.

County programs provide a variety of supportive housing services. In SHS reports, the types of services appear to be based on the names created by the U.S. Department of Housing and Urban Development (HUD). For example, HUD’s *permanent supportive housing* is a type of service funded by SHS, but it is not the only one. Rapid re-housing, eviction prevention, and shelter beds are also funded by SHS.

Exhibit 5 Services focus on different needs

Service Type	Description
Permanent Supportive Housing	Wrap-around housing services; includes housing, long-term rent assistance, and long-term social and health services
Rapid Re-Housing	Short-term services for people who have recently fallen into homelessness to help them find and maintain stable housing.
Eviction Prevention	Short-term services to help people who are already housed avoid homelessness. Includes services like rent assistance and legal support.
Shelter Beds	Emergency shelter capacity that was either created or sustained using SHS funding.

Source: Auditor’s Office summary of Supportive Housing Services program areas reported by counties.

Each county is required to report the number of people served by each program. The data they use for reporting comes primarily from the Homeless Management Information System (HMIS), which is the same database used to meet HUD reporting requirements. Metro created reporting templates in partnership with each county to monitor progress. These reports include participant information on race and ethnicity, disability status, and gender identity. Reports also include the number of people served in each of the two SHS groups, Population A and B.

Exhibit 6 People served by service type (FY 2021-22 & FY 2022-23)

Service Type	Clackamas	Multnomah	Washington	Total
Permanent Supportive Housing	794	1,753	1,314	3,861
Rapid Re-Housing	46	1,340	383	1,769
Eviction Prevention	643	14,536	1,203	16,382
Shelter Beds	240	772	497	1,509

Source: Auditor's Office summary of data reported in "Regional Annual Report July 1, 2021 to June 30, 2022" and county fourth quarter reports for fiscal year 2022-2023.

Exhibit 7 People served by population type (FY 2022-23*)

Priority	Clackamas	Multnomah	Washington	Total
Population A	1,099	934	809	2,842
Population B	209	5,647	1,656	7,512

Source: Auditor's Office summary of data reported in county fourth quarter reports for fiscal year 2022-2023.

*Data about who was served in each of the priority populations was not included in the "Regional Annual Report July 1, 2021 to June 30, 2022".

Results

The Supportive Housing Services ballot measure requires coordination among a variety of oversight groups to ensure it delivers on its promises. After two years of implementation, now is an opportune time to assess what has been accomplished and what more is needed. This audit follows up on recommendations made at the beginning of the program's implementation and provides updated analysis of the oversight structure and performance measurement system.

Since our first audit of the program in May 2021, Metro made progress on the three audit recommendations. One was fully implemented, and two were in process. Additional work on the first in process recommendation will be critical to create a performance measurement system that provides reliable and relevant information about program outcomes. Further oversight of administrative spending by the Regional Oversight Committee would help fully implement the second in process recommendation.

This audit identified opportunities to strengthen oversight by reducing duplication in some areas and clearly assigning responsibility in others. Because there are many parties involved it is important that oversight responsibilities are clear and well defined. Shared responsibilities can result in lack of accountability and transparency to the public, and the individuals who are intended to be helped by the program. Gaps or duplication in oversight can result in too much attention being paid to some issues, and not enough attention being paid to others.

This audit also identified weaknesses in the performance measurement system related to data reliability, goal clarity, and communication. Each part of the system needs to be aligned toward the same goals. Reliable data is needed to assess progress towards those goals. Decision-makers and the public need to be able to understand what the data means.

Reliable data is important not only for current efforts, but to inform future actions. The region is likely to invest over \$2.5 billion through the program. This level of funding provides a valuable learning opportunity to plan for the future. The Tri-County Planning Body is tasked with creating a regional plan and fostering coordination between the counties. Starting to think about the long-term plan now will be critical to ensure the region has a data-driven strategy to inform priorities when the funding sunsets at the end of 2030.

**Metro made
progress on
previous
recommendations**

The 2021 audit found opportunities to improve oversight and accountability for SHS. At that time, there were uncertainties about how many people would need services, the types of services that would be provided, and the amount of revenue that would be available. These unknowns, combined with weaknesses in performance measures, led us to recommend an incremental approach to developing goals and targets. We also highlighted a potential misalignment around Metro's commitment to minimizing administrative costs. The 2021 audit included three recommendations.

Exhibit 8 Progress was made on audit recommendations made in 2021

Recommendation	Status
<p>To be responsive to uncertainty about the measure's inputs and to ensure accountability for funding levels, Metro should:</p> <ol style="list-style-type: none"> 1. Set annual performance goals and targets for the outputs and outcomes expected to be achieved by each county during the first two years of the program 	Implemented
<p>To strengthen oversight and accountability for the program, Metro should:</p> <ol style="list-style-type: none"> 2. Convene the tri-county planning group as soon as possible to: <ol style="list-style-type: none"> a. Develop regional strategies b. Continue development of the performance measurement system including performance goals and targets for each county and service type c. Create regional data collection and evaluation plan that takes into account the ease of collection, alignment with adopted regional outcomes and costs 	<p>In Process</p> <p>(Implemented) (In Process)</p> <p>(In Process)</p>
<p>To ensure compliance with the program's requirements, the COO and the department should:</p> <ol style="list-style-type: none"> 3. Seek guidance from Metro Council and the Oversight Committee about how to balance the policy goal to maximize funding for direct services with administrative funding to dedicated to Metro, tax collection, local implementation partners, and the regional tri-county planning fund 	In Process

Source: Auditor's Office summary of the status of recommendations made in 2021 audit report.

The 2021 recommendation to set annual performance goals and targets for the first two years of the program was implemented. Annual goals for each county were established. Progress on first year goals was included in Metro's FY 2021-22 annual report.

In 2021, we understood that the Tri-County Planning Body (TCPB) would be responsible for the regional performance measurement system, but Metro Housing ended up taking on this responsibility. According to Metro, the TCPB will only be responsible for measuring progress on regional strategies, not the overall SHS program. This change, combined with the convening of the TCPB and their development of a set of regional strategies, effectively implemented the first part of the second recommendation (2a).

The other parts of recommendation two were in process. The ballot measure did not include expected outcomes or performance measures. An advisory group identified performance measures after the measure was approved by voters, but those measures had weaknesses. Some areas identified in the ballot measure, such as expanded case management, were not covered by the performance measures. The measures did not identify data sources, which made it difficult to evaluate progress.

We recommended that the performance measurement system continue to be developed incrementally, with performance goals and targets set for each service type (2b). Metro created a quarterly reporting template that specifies service areas such as permanent supportive housing, rapid rehousing, and eviction prevention. The annual county budgeting and workplan process included setting goals around these service areas. Although progress was made, there are still gaps in the performance management system. They are discussed in detail later in this report.

Exhibit 9 Some county goals were met during FY 2021-22[^]

	Program Category	Goal	Actual Outcome
Clackamas	Supportive housing services	200 households	125 households
	Long-term rent assistance	250 units	202 units
	Short-term rent assistance	130 households	0 households*
	Eviction prevention	110 households	0 households*
	Housing placement	200 households	125 households
	Emergency housing	65 units	100 units
	Outreach	500 households	0 households*
Multnomah	Housing placements	1,300 people	1,129 people
	Preventions	600+ people	9,156 people
	Shelter/temporary housing	Up to 400 new beds (all funding sources)	150 SHS-funded (407 system-wide)
	Outreach/engagement	1,500 people	2,640 people
	Employment	100 people engaged in low-barrier employment	359 people received employment training

Washington	Supportive housing	500 placements	305 placements
	Housing stability	500 households	0 households*
	Year-round shelter	100 new beds	102 new beds
	Winter shelter	150 new beds	212 new beds
	Culturally specific provider partnerships	Network of culturally specific providers established	4 culturally specific providers under contract

Source: Auditor summary of information included in "Regional Annual Report July 1, 2021 to June 30, 2022".

^The annual report for FY 2022-23 was not finalized when this audit was complete.

**Metro reported that these programs would begin in FY 2022-23.*

The 2021 audit identified challenges with regional data collection and evaluation. We recommended a regional data collection and evaluation plan to address challenges around data privacy, cost and ease of collection, and alignment with program outcomes (2c). Metro Housing was in the process of implementing this recommendation during this audit. We were informed of a draft scope of work for a consultant that was expected to begin work in fall 2023 with evaluation expected to begin in spring 2024. Depending on the duration of the evaluation, results may not be available until year five of the 10-year tax.

The originating legislation for SHS stated that administrative costs should be minimized. As such, we recommended program staff seek guidance on balancing funding for direct services with administrative costs (3). This recommendation was in process. Metro Council provided input on Metro's administrative costs and tax collection agreement. However, additional oversight of county administrative costs and implementation of the tri-county planning fund is still needed.

Based on the allocations identified in intergovernmental agreements, we estimated Metro and county administrative costs were between \$12 and \$58 million total for FY 2021-22 and FY 2022-23. This does not include potential administrative costs for service providers, or the cost of tax collection. There are no guidelines for service provider administrative costs, and they have not been a part of any financial reports to date. The Metro SHS workplan states that the ROC will review service provider administrative costs annually and recommend changes in allocations to Metro Council. That responsibility does not appear in any other program documents. The analysis did not appear in the FY 2021-22 annual report.

We found the ROC considered administrative spending on a limited basis. The ROC often lacked the information necessary to make judgements and, when presented with this information, seemed unaware of their responsibility to do so. This issue is discussed in more detail later in this report.

There were gaps and duplication in program oversight

We identified opportunities to strengthen SHS oversight. Regional oversight and accountability are a shared responsibility between Metro Council, the Regional Oversight Committee (ROC), Tri-County Planning Body (TCPB), and Metro Housing. When multiple parties have broad responsibility over a program there is a risk that some responsibilities could be duplicated or overlooked. Specifying how each role relates to the others, and what timelines are needed to ensure timely alignment would enhance program oversight.

Exhibit 10 Shared responsibilities increase the need for coordination

Party	Potentially Overlapping Oversight Responsibilities
Metro Council	<ul style="list-style-type: none"> Monitoring of program outcomes, with guidance from the Regional Oversight Committee and Tri-County Advisory Body
Tri-County Planning Body	<ul style="list-style-type: none"> Provide guidance to implement SHS values at the regional level Develop a Regional Plan for approval by the Regional Oversight Committee that incorporates regional strategies, metrics, and goals as identified in the Metro SHS Workplan and counties' Local Implementation Plans
Regional Oversight Committee	<ul style="list-style-type: none"> Review annual reports for consistency with approved Local Implementation Plans Monitor financial aspects of program administration, including program expenditures Provide annual reports assessing performance, challenges, and outcomes to Metro Council and Clackamas, Multnomah and Washington County Boards of Commissioners
Metro COO and Staff	<ul style="list-style-type: none"> Ensure program implementation upholds promises to voters Develop and coordinate systems to provide robust oversight and accountability to ensure transparency of public funds

Source: Auditor's Office summary of SHS documents.

Metro Council's oversight role is to monitor program outcomes. However, establishing timely processes to fulfill that role is complicated by the structure of the program. Three other bodies oversee performance of county programs. The ROC advises Council on county performance and alignment with implementation plans. The TCPB is tasked with developing a regional plan and strategies. Metro Housing and the COO administer the regional program and work with county partners to resolve disputes. Each of these groups has operated on different timelines.

Council did not appear to have a public process to track program results in a timely manner. The first Regional Annual Report was presented to Council

in June 2023, which was almost a full year after the data summarized in the report. As a result, if they needed to issue guidance or make changes based on FY 2021-22 performance, they would not have had a mechanism to do so until after FY 2022-23 ended.

Given the complexity of oversight, it will be important for Council to establish processes to ensure accountability to the public while also respecting the other oversight processes that are in place. Considering the high-profile, public nature of the program and the significant public investment, Council should consider more regular reviews of program progress. Quarterly reports, annual reports, and annual workplan reviews are all opportunities for Metro Housing to give more timely updates to Council between annual reports. Intergovernmental agreements give Metro the authority to monitor up to 25% of counties' SHS program activities per year with reasonable written notice. This provision could also be a useful tool for Council but will require more planning to determine the purpose and timing of such monitoring.

Another challenge for effective oversight is a potential gap between responsibility and authority. For example, the ROC is responsible for reviewing the financial aspects of program administration and can make recommendations. Though the ROC is responsible for monitoring program administration, they do not have the authority to implement corrective action plans, nor are they specifically tasked with recommending corrective action when necessary. Authority to implement corrective actions is based on the intergovernmental agreements between Metro and the counties.

Metro initiated a corrective action plan in May 2023 when it identified a material deviation in spending for Multnomah County. The definition of *material deviation* in IGAs may not be specific enough to ensure consistency. The definition says:

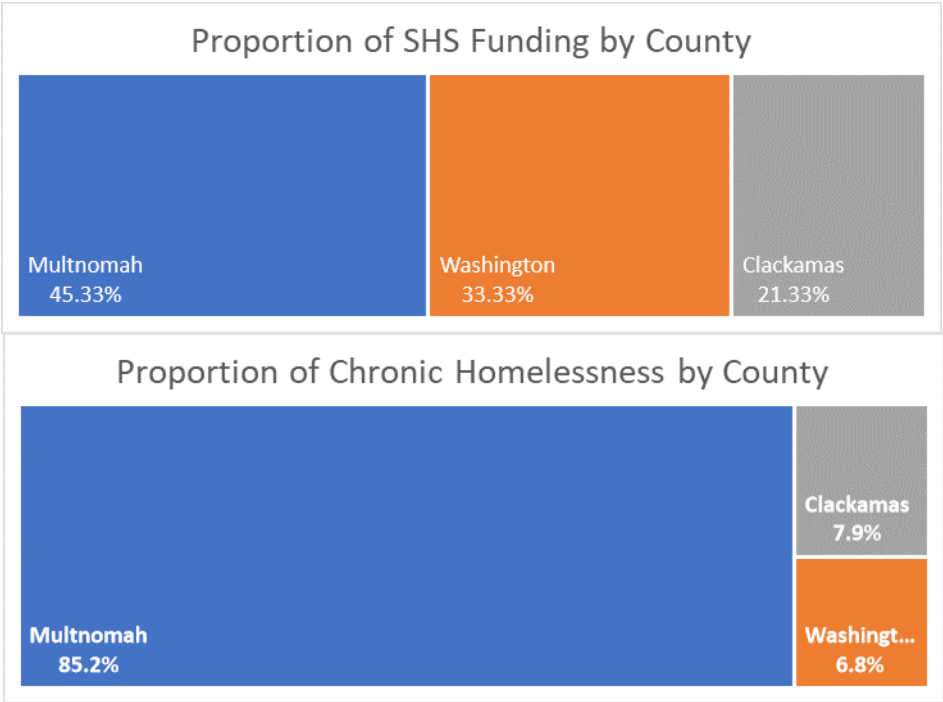
“a material deficiency arises where the Program Funds spent in a given fiscal year cannot be reconciled...to the degree that no reasonable person would conclude that Partner’s spending was guided by or in conformance with the applicable spend-down plan or CAP [corrective action plan].”

Establishing consistent expectations of counties before issues arise may reduce disputes. Preparing for these types of issues ahead of time is critical to ensure each county is being held to the same standard.

Similarly, intergovernmental agreements specify that Metro and the counties will establish a process to review the allocation of revenue between counties after FY 2022-23. We did not find an indication that this process was established. It is not clear if this process is meant to involve Metro Council, TCPB, ROC, or Metro staff.

This is important because the initial allocation was based on an estimate of the proportion of taxes that would be generated in each county, not the level of need in each county. For example, Multnomah County receives 45.33% of SHS funds, but had 85.2% of the individuals experiencing chronic homelessness in the region according to the 2022 Point in Time Count. Clackamas had 7.9% of the regional total of those experiencing chronic homelessness but receives 21.33% of SHS funds. Washington County had 6.8 % and receives 33.33% of SHS funding.

Exhibit 11 Funding allocations for each county are not aligned with their share of people experiencing chronic homelessness in the region



Source: Auditor’s Office analysis of SHS Workplan, IGAs and 2022 Point In Time Count.

Although the ballot measure stated that the funds would be allocated based on estimated revenue collection, IGA provisions state that a process to reevaluate initial allocations should be established but does not state that it needs to be based on revenue collection. Metro and counties may be able to reevaluate if the allocations should be based on where revenue is generated, where need is highest, or where resources are lowest.

During the first two years of the program, Clackamas and Washington counties received significantly more funding for each person experiencing homelessness compared to Multnomah County. The vastly different levels of funding per person makes it difficult to compare county performance. The long-term ability of Multnomah County to address homelessness may be hindered by this allocation, but they may not need as much SHS funding if they receive more funding than the other two counties from other sources.

Opportunities exist to refine ROC's focus and membership

We identified opportunities for the ROC to strengthen its oversight roles by reviewing administration expenses, refocusing on some charter responsibilities, and diversifying the types of experiences members bring to the committee.

The ROC did not appear to evaluate administrative spending. The measure states that they are to consider whether administrative costs for Metro and the counties should be adjusted at least annually. As part of that role, they are required to recommend ways for Metro to limit tax collection and administrative costs. Our review found that the ROC may not be aware of this role and may lack the data to do it.

A review of ROC meetings and minutes found limited discussions of administrative spending. In one case, potential issues with administrative spending were identified by staff but not discussed by the committee. Metro Housing's review of first year annual reports found that recommended administrative spending amount was exceeded by Clackamas and Multnomah counties. Washington County did not report on administrative spending in year one. Though Metro provided this information to the ROC there is no record of the committee discussing it.

The responsibility to review Metro, county, and service provider administrative spending was stated in the ballot measure, the SHS workplan, and intergovernmental agreements. The requirement to review administrative expenses and make recommendations to Metro Council does not appear in the ROC charter. As a result, the ROC may not be aware of their responsibility.

Even if it were known, the ROC may not be able to fulfill this responsibility for county administrative expenses due to lack of information. Financial reports have two line items for county administrative spending; administrative costs and administrative costs for Regional Long-Term Rental Assistance. This may not be enough detail to make recommendations. A breakout of spending on staffing versus materials and contracted services, could be useful. Additionally, annual reports will need to include information on service provider administrative spending to meet the SHS workplan requirement for the ROC to review it.

More detail was available for Metro's administrative expenses. Metro provided information on tax collection costs and Metro's administrative spending to the ROC. Quarterly reports on Metro spending appear to have sufficient detail to enable discussion of spending.

Tax collection and administrative costs may total \$569 million or more over the life of the program. Adjusting tax collection costs would require a new IGA between Metro and City of Portland, so about \$140 million of these costs may be difficult to change. Even so, between \$200 million and \$429 million in potential administration costs requires oversight. Ensuring there is

a consistent process to review it could be an important factor in fostering public trust and keeping the promise to maximize the amount of funds that go towards direct services.

We found the ROC spent more time on some of its responsibilities than others in 2023. For example, the following three topics were discussed frequently:

- improving communication about the value and success of the program to the public
- shortening the length of time for service providers to get paid by counties
- increasing wages and ensuring sufficient workforce for service providers

Time spent on these topics might limit discussions of core oversight roles by using meeting time and staff resources on topics addressed by other groups. For example, half the time on the July agenda was reserved for a discussion of shortening the time it takes for providers to receive payment from counties. Though the ROC has a responsibility to identify issues that may hinder program progress, discussing these issues in depth may duplicate the work of other groups. Identifying issues and then handing them off to other bodies to act could be more efficient.

In contrast, reviewing the spending allocation between the two priority groups (Population A and B) is an example of an ROC responsibility that has not occurred. The SHS measure requires that at least 75% of program funds should be used for Population A. None of the counties reported Population A and B spending in their FY 2021-22 annual report. Staff reported to the ROC that this information was not available, which suggested the ROC did not have data to provide oversight of one of the key program requirements.

Stronger oversight is needed to ensure counties are making progress. Metro's assumption is that Population A and B funding distribution may not strictly adhere to the requirement on an annual basis but will do so by the end of the 10-year program. Waiting until the end of the program increases the risk that those in greatest need of services may not receive them. An annual increase in proportional spending on Population A could provide an indication that the regional program, and its component parts, are on track to achieve the spending requirement.

Adding other perspectives could improve oversight

To ensure the ROC is providing independent oversight of the program, it would be valuable for Metro to assess adding members or areas of expertise such as public finance. The SHS measure identified a list of criteria for ROC membership to ensure it includes diverse perspectives. Current members bring leadership experience from fields identified in the measure's criteria, such as supportive housing, social justice, and healthcare. However, around 70% of ROC members stated close interests in the supportive housing field, including being employed by, or serving on boards of entities that receive SHS program funding.

There are gaps in performance measures and reporting

Recommended practices for oversight bodies state that they should offer constructive criticism to program management and utilize critical thinking, problem solving and professional skepticism. The Federal Strategic Plan to End Homelessness recommends that all sectors should be involved with efforts to reduce homelessness.

The SHS performance management system improved since the 2021 audit. Ongoing performance reporting now includes input and output measures, but gaps remain. As the program develops, it will be important to continue to strengthen data reliability and ensure there are ways to evaluate progress.

The current system lacks the ability to measure the quality of services and efficient use of funds. Some metrics that could address these gaps were identified in Metro's SHS workplan. Now that reporting templates have been established, metrics required in the SHS workplan are expected to appear in annual reports. Metro should consider adding these metrics to quarterly reporting templates to improve the ROC's ability to provide timely and consistent oversight.

Current reports include data about the number of people served, but not the quality of services. This could incentivize programs to provide low-quality service in high numbers. Though not an SHS-funded example, Sandy Studios shows the potential risk. Sandy Studios was a supportive housing complex for veterans that closed in 2021 due to unsafe living conditions.

Oversight bodies and the public could benefit from being able to compare regional capacity to regional needs. Including data on regional capacity to deliver housing and services alongside the most recent counts of the number of people experiencing homelessness would help stakeholders understand the size of the program's impact.

Another way to improve understanding among stakeholders and set realistic expectations would be to add data about retention and returns to homelessness. Some individuals may exit permanent supportive housing and return to homelessness, increasing the total number of people requiring services. Those individuals may also re-enter permanent supportive housing later. This data is already being collected by counties, so adding it to reports may not be resource intensive. The net number of people exiting homelessness—the total number of people who achieved stable housing subtracting the returns to homelessness—is a key metric. Reporting and relying only on the number of people served does not capture the actual reduction in overall homelessness.

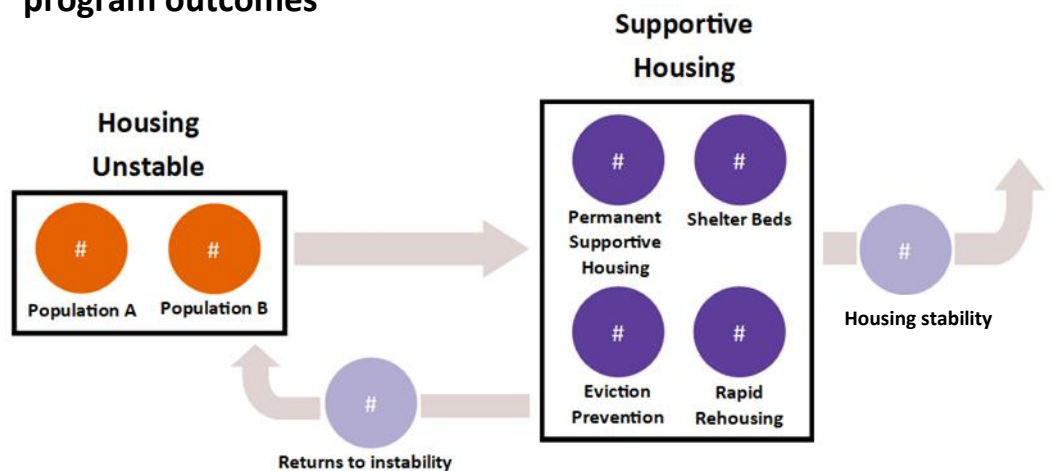
Some communities use the Built for Zero approach to assess progress. This approach uses *functional zero* to measure whether a community has measurably solved homelessness. For chronically homeless individuals, functional zero is defined as the greater of two numbers:

- either fewer than three people, or
- 0.1% of the total number of individuals experiencing chronic homelessness in the most recent point-in-time count.

To achieve functional zero, the Built for Zero framework recommends using a *by-name list* which is a list of every person experiencing homelessness. Implementing a by-name list could help the counties measure how the region is progressing towards functional zero.

Other tools can support transparent communication and tracking of results. The 2021 audit discussed the importance of logic models to help the public, stakeholders, and decision makers understand how each part of the program is connected to deliver on desired outcomes. Exhibit 12 contains a model that shows how SHS population goals and service types align. Adding actual numbers for each of the circles could help the program put performance data in context to show the overall impact of SHS investments.

Exhibit 12 Logic models can help visualize how each data point impacts program outcomes



Source: Auditor's Office model of how current data could be combined to show program outcomes.

Inconsistent reporting makes progress difficult to understand

Reporting inconsistencies made it difficult to understand how the program has progressed over the first two fiscal years. We found variation in definitions, reports, and calculations that reduce clarity. Increasing consistency would help the public and oversight bodies evaluate progress.

The program committed to provide services to 5,000 people experiencing prolonged homelessness with complex disabilities, and 10,000 households experiencing short-term homelessness or at risk of homelessness. It seems likely that the two goals were created to set expectations about the number of people or households that should be served in Populations A and B. However, it is unclear whether the goals align fully with those populations.

The descriptions of the 5,000 and 10,000 goals are not the same in key program documents. Inconsistent definitions create a barrier to understanding program goals and appear to shift from year to year without explanation. The inconsistencies are not minor word variations, they have a direct effect on what is expected and what data points are appropriate to evaluate progress.

There were multiple inconsistencies for each goal. For example, three different sources provide three different definitions for the second goal. One says *as many as 10,000*, one says *at least 10,000*, and one says *an additional 10,000*. Each phrasing suggests a different number of people will be served.

There are other variations that shift expectations. The SHS Workplan and website list 5,000 *people*, but the budget says *households*. Individuals and households are tracked separately in homeless information systems. Metro’s budget lists specific service types to evaluate the 10,000 goal, while the other two sources refer to the populations being served and don’t specify the type of services they receive.

Exhibit 13 Inconsistent language reduces clarity about SHS goals

Source	Goal
Metro SHS Workplan	Provide services for as many as 5,000 <i>people</i> experiencing prolonged homelessness with complex disabilities, and <i>as many as 10,000</i> households experiencing short-term homelessness or at risk of homelessness.
Metro SHS Website	Connect at least 5,000 <i>people</i> experiencing chronic homelessness to permanent supportive housing. Stabilize <i>at least 10,000</i> households at risk of or experiencing homelessness in permanent housing.
FY 2023-24 Housing Department Budget	House at least 5,000 <i>households</i> experiencing homelessness into permanent supportive housing and serve <i>an additional 10,000</i> households with eviction prevention and rapid rehousing services over ten years.

Source: Auditor’s Office analysis of SHS Workplan, SHS website, and Metro’s Adopted FY 2023-24 Budget

Another significant inconsistency is how service types align with the 5,000 and 10,000 goals, and Population A and B funding goal. We were unable to find documentation to explain how each of the service types, such as permanent supportive housing and eviction prevention, were used to report on SHS goals. For example, if eviction prevention services are part of the 10,000 goal, then this goal was already met before end of FY 2022-23.

Another example was related to reporting about *housing placements* on Metro’s website. Housing placements were a combination of at least two service types: permanent supportive housing and rapid re-housing services. Data about housing placements was used in the FY 2021-22 annual report and Metro website, but not in most other reports or presentations to the ROC. The calculation of this metric appears to vary between the regional report and the Metro website, as well as between FY 2021-22 and FY 2022-23 on the SHS website. In FY 2021-22, housing placements only includes permanent supportive housing, but FY 2022-23 included both permanent supportive housing and rapid re-housing. The use of the term *housing*

placements in the regional report only appears to refer to permanent supportive housing.

Combining these two distinct service types into a single metric creates unnecessary confusion, particularly because these two program types may serve different populations. It may also make it more difficult to compare progress against goals set in LIPs, which track supportive housing and rapid rehousing separately. Progress reports should define how measures were calculated and how they relate to program goals. Creating new categories reduces the public's ability to understand how county performance aligns with annual goals.

Metro's Population A and B definitions present a similar challenge. Both definitions include people who are currently experiencing homelessness and people who are at risk of experiencing homelessness. The inclusion of these distinct groups reduced the usefulness of these metrics, as each group is likely to need different types of services. For example, people experiencing homelessness could not receive eviction prevention assistance because this would require that they have housing. As such, program goals could technically be achieved without serving anyone who is actually experiencing homelessness.

Another inconsistency is that reports for the FY 2021-22 and FY 2022-23 are not comparable. Financial, quarterly, and annual reporting templates were not established in FY 2021-22. Counties used templates for FY 2022-23, which increased consistency between counties but not with the data reported for year one. Updated information for first-year outcomes has been provided in the annual regional report, but some gaps remain. Financial data and information on contracted service providers were not comparable between counties for FY 2021-22 even after the update.

We also found misalignment in the structure of outcomes and financial reporting. This created a barrier to understanding the costs of each service type. For example, financial reports group rapid re-housing and eviction prevention spending into one line item called short-term housing assistance. This makes it difficult to see how much was spent on each service type. To help oversight bodies and the public evaluate efficiency and effectiveness, financial report categories should be aligned with the number of people, or households, who received each type of service.

Consistent data definitions are needed

County-reported SHS performance data appears to come from the Homeless Management Information System (HMIS), a data system required by the U.S. Department of Housing and Urban Development (HUD). Metro assumes that county data adheres to HUD's data standards, but there does not appear to be a process to verify this.

Even if each county is following HUD data standards consistently, SHS definitions do not always align with these standards. For example, the HUD definition of permanent supportive housing only includes people who are experiencing homelessness. Metro's definition of Population A also includes

people at risk of experiencing homelessness. The SHS template definition of permanent supportive housing includes the term “service-enriched housing”, which does not appear in HUD standards. Metro’s reporting template also identifies transitional recovery housing as a potential permanent supportive housing program, which is not classified as permanent housing in HUD standards. The inconsistency between SHS definitions and HUD standards could result in inconsistent reporting among counties, or for the same county between HUD and SHS reports.

These risks are why we recommended creating a regional data collection and evaluation plan in the 2021 audit (recommendation 2c). Because some SHS definitions vary from HUD definitions, it is critical to reach agreement about how to address data in the regional program. To align with SHS definitions, new data collection methods and considerable investment are likely needed. If HUD’s definitions are sufficient, then additional spending for data collection may not be needed, but the SHS definitions should be updated to align with the data that is being used to evaluate progress.

Procedures for data reliability were underdeveloped

Metro’s procedures to ensure data reliability were underdeveloped. The data in quarterly reports appeared to be regularly incomplete or inconsistent. These reports are available to the public and are a main method for counties to communicate their progress throughout the year. In addition, Metro will use monthly and quarterly data to monitor compliance with any corrective action plan, so data reliability is critically important to ensure the agreement is followed. Ensuring that quarterly reports are accurate and complete is an important element of accountability.

Metro Housing stated that data completeness increases throughout the year. While staff may expect updates to previous quarterly report totals, those expectations may not be known to the public. Ensuring reporting templates clearly indicate that totals are subject to change, and establishing acceptable thresholds for those changes, will be an important part of maintaining public trust.

In FY 2022-23, as of the third quarter, 21 of the 30 population and service data points we analyzed contained inconsistencies between the individual quarters and the year-to-date total. These differences occurred in all three counties but their size varied. The average difference was 8% for service data and population data, but as high as 53% for certain categories. For services, supportive housing had the biggest difference, around 13%. Multnomah and Washington county data had the greatest difference between quarterly and year-to-date data for both service and population data.

By the end of the fourth quarter counties had reconciled the inconsistencies in the data. This suggested that they had methods in place to provide consistent totals by year-end. Multnomah County’s data did not match, but they provided an explanation that data was not captured for some people who received services. Reporting got more accurate by year end, but it

indicated that quarterly data may be less reliable. Without consistent and complete data in quarterly reports, the program appeared to lack a mechanism to monitor progress throughout the program year.

Stronger quality control processes are needed to ensure quarterly reports are as accurate and consistent as possible. We did not find documentation that Metro Housing completed a thorough check of data in quarterly reports. Staff stated that they reviewed reports after receiving them to make sure they were complete with no obvious data errors, and sometimes asked the counties clarifying questions. However, the number of inconsistencies in the first three quarters indicated that these processes were underdeveloped.

The three counties do not appear to be using the same methodology to calculate who was served in each of the priority population groups. For example, Clackamas County reported serving significantly higher proportions of Population A than Multnomah and Washington counties. This suggested that the counties may be using different assumptions in how they make categorizations with population data. Metro allows counties to use their own methodologies for Population A and B reporting. Metro's population definitions are distinct but could be interpreted similarly. Population A includes an *imminent* risk of homelessness while Population B includes a *substantial* risk. An important role for Metro is to ensure that the counties use similar enough data reporting methods that the data can be aggregated to report the overall impacts to the public.

Another way county data may not be comparable is how non-SHS funded services were reported. In the FY 2021-22 annual report Multnomah County included services provided by non-SHS funds. Washington and Clackamas counties did not. This could overstate the impacts of SHS or set unrealistic expectations for future performance. It could also be misleading to the public about the impacts and efficiency of SHS funds.

Data from ECONorthwest, an independent research firm, and county budgets show that spending for county homeless services came from other sources including county, state, and federal funds. For example, in FY 2021-22, ECONorthwest estimated that SHS funding accounted for between 13% and 54% of county spending related to homelessness. Multnomah County's FY 2023-24 budget showed it expects about 45% to come from SHS. SHS reports noted that Multnomah County utilized non-Metro funds to help exceed their eviction prevention goal in FY 2021-22 and FY 2022-23. If services provided by non-SHS funds continue to be in reports, it would overstate SHS program performance.

Long-term planning is needed

Looking ahead, serving people experiencing, or at risk of experiencing homelessness, will require long-term planning. Successfully meeting program goals could result in the need to provide ongoing support for at least 5,000 individuals. Some portion of individuals may require SHS services for the rest of their lives. The Tri-County Planning Body (TCPB) is tasked with regional planning and identifying the most effective strategies to meet the region's needs. They will need to understand the number of people who will require ongoing funding to inform planning for current, and future, programs.

Metro anticipates that as the program matures, and permanent supportive housing participation goes up, other service types will likely need to be reduced to match available funds. Growth in the number of permanent supportive housing participants may limit the ability to serve populations that benefit from the other service types offered by the program. Metro plans to begin work on a long-term financial plan in FY 2023-24.

One consideration is how many people will need long-term or permanent housing support versus the number who may move toward partial or full financial independence. Counties' data shows that people experiencing homelessness reported substance use disorders, serious mental illness, or other conditions, which may limit their ability to move towards independence. Understanding the costs to provide services for individuals with these needs will be critical to design an effective response.

One risk is that if the funding is not renewed, as many as 5,000 people receiving assistance could suddenly lose their housing or services. Contingency planning may help mitigate future challenges if funds are insufficient or if voters do not renew the measure. In that case, other funds may be needed to maintain service levels.

Permanent supportive housing is likely to be the costliest type of service to provide per person because of the ongoing commitment to support people with disabling conditions. For permanent supportive housing, reports indicated that Multnomah County spent about \$24,000 per person while Clackamas and Washington counties spent about \$6,000 per person. Counties reported people were enrolled in permanent supportive housing throughout the program year. Calculating the annual costs of service per person and why Multnomah County's per person spending was about four times that of the other counties could be valuable information.

Reaffirm commitment to proven solutions

One of the SHS guiding principles is funding proven solutions. Research can help identify the programs that are best able to meet the needs of unhoused people. This type of information will likely be relevant to the TCPB as they work with the counties to develop implementation plans for regional strategies.

Research shows the challenge of providing emergency rental assistance to the people with the greatest need. A controlled study conducted in Chicago

of over 4,000 people showed that participants who sought short-term rental assistance sometimes became homeless whether or not funding for services was available. The study suggested that short-term rental assistance may not necessarily target people who would become homeless without the assistance and could be a challenging method of providing the right type of assistance at the right time.

The findings of the study contrast with Metro's reporting which suggests that eviction prevention is synonymous with preventing homelessness. These types of studies indicate SHS reports should be careful about the language used to describe program outcomes. Setting realistic expectations will be critical for increasing trust with the public. If the region decides to seek voter approval to continue the SHS program beyond 2030, it will need to provide an accurate assessment of what has been accomplished. Learning from the current program provides an invaluable opportunity to increase trust with the public.

Another example comes from research on shelters. It suggests that certain types of shelters are less effective. The SHS program funds shelters and tracks shelter beds created and sustained as a program metric but does not delineate between the different types of shelters. Additional detail about the outcomes of different shelter types would provide valuable data to inform SHS strategies.

Shelter arrangements that offer individual sleeping arrangements (non-congregate shelters), have multiple documented benefits including higher acceptance than arrangements where people sleep together (congregate shelters). Some counties' work plans mention the goal of utilizing both congregate and non-congregate shelters. Data collection on non-congregate versus congregate shelter would provide a valuable indicator of shelter quality. This could help ensure SHS funds are used for the shelters with the highest acceptance rates.

Research states that shelters can help people stabilize and move toward housing. However, individuals who have behavioral health needs, or trauma, can find a shelter environment to be intimidating, overwhelming, and unsafe. For these individuals, living on the streets may feel like a better option than navigating the complex structure of shelter environments.

Research shows emergency shelters have an important role to play as a short-term safety net for households who have lost their housing. However, the Oregon Statewide Shelter Study found that most people experiencing homelessness reported not using shelter for various reasons. The barriers they cited were:

- Personal safety concerns
- Personal privacy concerns
- Restrictive check in and check out times
- Overcrowding
- Unsanitary conditions

Recommendations

To ensure timely and ongoing program oversight, the COO's Office and Metro Housing should:

1. Set up a process to ensure each oversight body gets timely information about each other's work.
2. Increase the frequency of program updates to Metro Council.
3. Get input from Metro Council, Tri-County Planning Body, and Regional Oversight Committee about the variety of experience needed to provide independent oversight among the members of the Regional Oversight Committee.
4. Document criteria and processes for monitoring up to 25% of county program activities.
5. Document criteria and processes for implementing corrective action plans.
6. Ensure the Regional Oversight Committee can fulfill its responsibilities by:
 - a. Providing a full list of responsibilities assigned to it.
 - b. Providing sufficient data to evaluate administrative spending and make recommendations.
 - c. Providing sufficient data to evaluate spending on Populations A and B.
 - d. Including data and recommendations about administrative spending and spending on Populations A and B in the annual report to Council.
7. Establish an annual process for Metro Council, Tri-County Planning Body, and Regional Oversight Committee to review the funding allocations for each county and adjust if needed.

To improve the reliability and consistency of program performance data, Metro Housing should:

8. Clarify the goals related to serving 5,000 people and 10,000 households.
9. Define which service types are used to report on progress towards the 5,000 and 10,000 goals.
10. Develop a performance measure to evaluate the quality of services provided.
11. Use existing data to provide more context for county and regional performance by adding the following to quarterly and annual reports:
 - a. Retention and returns to homelessness compared to the number of people served
 - b. The capacity of permanent supportive housing compared to the overall need
12. Create a process to check the accuracy of county quarterly and annual reports and require counties to identify if they have revised data reported previously.
13. Update reporting templates to:
 - a. Add data about the percentage of the counties' total spending that comes from SHS.
 - b. Add line items for spending on each service type provided.

To identify programs that provide efficient, effective, and equitable services to inform long-term planning, the Tri-County Planning Body should:

14. Research relevant studies of the program impacts on SHS' target populations.
15. Research best practices for communicating program results to increase understanding among decision-makers and the public.
16. Advise Boards of County Commissioners, Metro Council, and Metro Housing periodically on the results of the research.
17. Advise the Regional Oversight Committee and Metro Housing about best practices for communicating program results to ensure understanding.
18. Use research, program data, and financial projections to inform strategies for the regional program.

Scope and methodology

The purpose of this audit was to follow up on previous audit recommendations and assess the governance structure and performance processes. The objectives for this audit were:

1. Determine if there are gaps or redundancies in program governance.
2. Determine if processes are sufficient to ensure accurate reporting on program performance.
3. Conclude on status of 2021 audit recommendations.

To familiarize ourselves with the program we interviewed Metro staff, management, and committee members of the Regional Oversight Committee and Tri-County Planning Body. We also reviewed Metro legislation, quarterly and annual reports, Local Implementation Plans, Intergovernmental Agreements, committee charters, and the Supportive Housing Services workplan. We attended oversight committee and planning body meetings.

To review program governance, we documented the responsibilities for each party in the SHS governance framework by reviewing authorizing documents. The primary documents used were the ballot measure and the intergovernmental agreements, workplans, and charters. We identified potential gaps and overlaps by comparing those responsibilities to progress reports and meeting minutes.

Our evaluation of data reliability and reporting included an analysis of the information provided in annual and quarterly reports, as well as the information required in reporting templates. We analyzed reports for accuracy and consistency. We compared templates and reports to reporting requirements established in authorizing documents.

Financial analysis included data from PeopleSoft, Metro's financial reporting software, as well as financial information provided publicly in oversight meetings and quarterly and annual reports. We analyzed financial data for internal consistency and consistency with reporting requirements.

This audit was included in the FY 2022-23 audit schedule. We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Management response

Memo



Date: January 5, 2024
To: Brian Evans, Metro Auditor
From: Marissa Madrigal, Chief Operating Officer
Patricia Rojas, Housing Director
Subject: Management Response to Supportive Housing Services Audit

Auditor Evans:

Thank you for the opportunity to respond to the 2023 Supportive Housing Services Audit. We have been anticipating your feedback and recommendations as we look to improve implementation of this important program. Your review prompts a reflection not just on the recommended improvements you have suggested, but about whether the fundamental structure and governance of this three-year-old, nationally unique regional homeless services program matches expectations of how this program should function.

While this new program requires honest and earnest review, it is also important to acknowledge its incredible successes. Counties and providers have served many thousands of people with Metro SHS funds: 5,776 people have been placed in housing, while more than 18,149 individuals have avoided homelessness all together through eviction preventions - actions which have no doubt saved lives. But when tens of millions of dollars sit unspent across the region while thousands of people are still sleeping outside, we know there should be an unflinching re-examination of the fundamental assumptions underlying the program and its governance structures, such as the intergovernmental agreement between Metro and the Counties.

As the largest per capita investment in the nation dedicated to addressing homelessness, the SHS Program is uncharted territory. Governing a groundbreaking program like this in good faith with the public requires persistent critique of the challenges it faces, and an unwavering commitment toward improving the overall system for better outcomes. To that end, management believes there are opportunities to improve and clarify Metro's role in overseeing this vital regional program. Some of these opportunities have already been in progress – for example, the Metro Council added capacity in quality oversight and data collection for the housing program in the 2023-24 budget. Your recommendations have helped shape and refine our concepts for additional opportunities.

Many of the challenges the SHS program faces can be traced back to the design of its well-intentioned, but sprawling and complex governance structure. The values at the center of its design are strong – center stakeholders with lived experience in decision-making, listen to the service providers on the ground, engage in collaboration and allow for local governments to make decisions tailored to their communities. While we remain fully committed to these values, the structures designed to facilitate the application of those values have come with unintended consequences. The program currently navigates long, complex pathways to planning and goal setting; ambiguous and overlapping oversight responsibilities; and a lack of avenues for Metro to appropriately course correct when

partners do not deliver the services or outcomes targeted in their budgets, work plans, or local implementation plans. This multi-layered complexity is at odds with the Region's need to address the homelessness crisis with urgency, transparency, and clarity.

Management believes that the recommendations outlined in the audit to improve the program should also be followed by a discussion among policy makers about whether the program would be better served by making changes to the governance structure or maintaining the status quo established by the measure, Metro Code language, and IGAs. Architects of the initial measure concept envisioned Metro as a "pass-through" entity, responsible for collecting and distributing a regional high-income tax to counties – where then the counties, with their experience and authority in homeless service provision, would have largely unlimited latitude in determining how best to use the funds.

Metro's role was to be focused on administration and facilitation. When the measure was being drafted in January and February 2020, there was some logic to that arrangement. Today, Metro's capacity to provide expert oversight is vastly different - and stronger. Most importantly however, the way the program was developed has arguably led to ambiguity in the relative roles of the governments and the meaning of oversight and accountability in this context. This ambiguity is itself a threat to the program as it undermines public trust and wastes time and resources on arguments about where responsibility and authority lie.

Also critical is that we be more nimble in responding to lessons learned. For instance, pre-pandemic assumptions about the homeless service system's resilience and ability to scale were wrong. The measure was referred to voters in February 2020, before the COVID-19 pandemic exacerbated systemic fractures and changed the landscape, including hiring practices, the labor pool itself and our ability to recruit and retain workers, particularly in this field. Serving those in need and delivering improved outcomes has turned out to not be as simple as pouring more money into existing programs. Regardless of the root-cause, the public and non-profit systems in place to serve people in need have struggled to absorb unprecedented funding, fueling the public's distrust and jeopardizing the program.

The current collaborative governance agreements were intended to ensure that the Counties have revenue stability to plan for and provide services, but as a result, Metro has very limited ability to react to either poor or excellent performance except through analysis and publication of data voluntarily provided by the Counties or through requesting actions by the Counties. Metro has almost no independent ability to react to good or bad outcomes by redirecting funds with any urgency. This is likely inconsistent with the expectations of Metro residents that Metro is ultimately responsible for achieving the best return on investment of Metro tax dollars.

While a critical examination of this program is vital, its potential to create a sizeable impact on one of the region's greatest crises must not be lost. Our hope is that the proposed actions and potential solutions embedded in the below response help pave that path forward.

Thank you again to Auditor Evans and his team for their thoughtful work in examining this critical program. Management's response to the Audit's recommendations and a short conclusion follows.

To ensure timely and ongoing program oversight, the COO's Office and Metro Housing should:

Recommendation 1. Set up a process to ensure each oversight body gets timely information about each other's work

Response: Management agrees that a continued focus on communication amongst the various oversight bodies is a critical element to the success of SHS. As a regional program, there are varying oversight roles that include Metro Council, the three County Boards of Commission and the Regional Oversight Committee (Supportive Housing Services Oversight Committee or SHSOC). In addition to the oversight bodies, the measure established the Tri-County Planning Body (TCPB), a policy body responsible for creating an SHS Regional Plan, guiding investments of the Regional Investment Fund (RIF) and strengthening coordination and alignment of program implementation across the region.

As expressed in the management introduction, this governance structure was established as a way of prioritizing oft forgotten values, like the importance of centering those most impacted in decision-making and the need for flexibility and autonomy in implementation. An unintended consequence of this construct is that layered oversight and role ambiguity can create significant delays in when information is exchanged, and how decisions are made.

While the below table intends to, at high-level, distinguish the varying regional and county oversight roles, management agrees with audit findings that current oversight duties outlined in varying governing documents create some ambiguity in scope, and can negatively impact how information is shared.

Body	Role
Metro Council	Regional oversight body providing policy direction by: <ul style="list-style-type: none">• Adopting Metro SHS Work Plan• Approving Local Implementation Plans• Appointing SHSOC members• Monitoring program outcomes, with guidance from SHSOC and TCPB
SHS Oversight Committee (SHSOC)	Regional oversight body charged with: <ul style="list-style-type: none">• Reviewing County Annual Work Plans and proposing changes as appropriate to meet goals• Creating annual reports and presentations to all four governing bodies assessing performance, challenges and outcomes• Providing Metro Council / COO recommendations to improve implementation and advance the goals of the program• Monitoring fiscal aspects of program administration

	<ul style="list-style-type: none"> Monitoring jurisdictional and provider administrative costs and making recommendations for changes as appropriate
County Boards of Commission	County-specific oversight body charged with: <ul style="list-style-type: none"> Approving County LIP and recommending changes as appropriate to meet goals Approving County budgets and SHS-specific activities Overseeing county operations and county level program implementation
Tri-County Planning Body (TCPB)	Regional policy body responsible for: <ul style="list-style-type: none"> Developing a plan to regionalize standards and metrics, system alignment and standards of practice Approving Regional Investment Fund expenditures Monitoring Regional Investment Fund and regional plan implementation

Current processes in place to support communication between governing bodies and timely status updates include:

- Monthly meetings with Metro Housing and co-chairs of all housing committees
 - Ensure co-chairs are informed of respective committee work
 - Allow for co-chairs to provide input and feedback on priorities
- Bi-weekly briefings with Metro Councilors and Metro Housing leadership
 - Staff provide updates on implementation and oversight, quarterly and annual report reviews, discuss SHS policy and implementation priorities
- Ex-officio seats on SHSOC for elected officials from each county and City of Portland
 - Non-voting members provide regular input and relay information from committee meetings back to their respective elected bodies
- Annual report and general progress presentations
 - SHSOC co-chairs present to Metro Council and the County Boards of Commission

Proposed plan: Metro Housing will establish a process to increase the timeliness for committees to learn about each other's work. Metro staff will engage each committee to better understand the need for more timely information. Metro Housing will also implement quarterly updates on committee work from the partner committee at TCPB and SHSOC meetings and incorporate links to all meeting minutes in meeting materials. Below is a timeline that outlines details and next steps for developing a process to ensure timely exchange of information. Additionally, Metro Housing will build out an annual Council Engagement Calendar to increase communication to Metro Council (described in recommendation 2) and review the SHSOC committee construct (described in recommendation 3).

Timeline:

January-March 2024 –

- Metro staff obtain feedback from governing bodies on frequency and content of updates

February 2024 -

- Include links to meeting minutes of other committee meetings in TCPB and SHSOC meeting materials

March 2024 -

- Finalize Council Engagement Calendar
- Implement quarterly updates from committee counterparts as part of TCPB and SHSOC meeting agendas

Recommendation 2. Increase the frequency of program updates to Metro Council

Response: Management agrees that to best support Metro Council's SHS regional oversight role, ongoing and frequent engagement is critical. As the audit points out, the complexity of the governance structure set up by the measure can obscure roles and responsibilities. In management's experience, it can also make it difficult to sequence the delivery of information in a way that respects the roles and responsibilities of each governance body (Metro Council, County Boards of Commission, TCPB and SHSOC), sometimes resulting in untimely distribution of information. Critical information may sometimes be released at county commission meetings or committee meetings without Metro's input. In management's view, the program would benefit from the establishment of a clear policy prioritizing information flow of the annual regional reports to the Metro Council first, as the funder and ultimate oversight body for the program.

There are also timing challenges that are structural. Per the IGA, counties must submit the annual report on October 31st of every year. Metro Housing staff and the SHSOC then conduct a thorough review of the report for alignment with LIPs, annual work plans and program compliance. Counties present the annual report to the SHSOC and then the committee develops a regional report in December and January. The goal of the annual regional report is to evaluate SHS program performance, identify challenges and opportunities and develop recommendations for Metro Council on how the program may be improved. Despite the increased frequency of committee meetings in January and February, four months between the receipt of county annual reports to creating and presenting the committee report to Metro Council is too long. As an example, SHSOC's first annual report was presented to Metro Council in June of 2023 but the findings were from FY 21-22. While the committee's second annual report will be presented to Metro Council in March 2024, the time between receipt of county reports and to presenting the committee report to Metro Council is still significant.

While Metro Housing staff currently utilize standing bi-weekly briefings, annual report presentations and ad-hoc work sessions to provide program updates to Metro Councilors, management agrees and sees a significant benefit to creating an engagement calendar that increases the number of public Metro Council SHS work sessions.

Proposed plan: Metro Housing will increase the number of public SHS work sessions with

Metro Council and document the plan for such engagements by establishing a Metro Council engagement calendar. The calendar will include key dates/timelines, SHS program updates, progress on committee efforts, status updates on related research (see recommendation 16) and other general topics of discussion. This calendar will also include proposals for county partners, SHSOC and TCPB to directly engage and provide updates to Council.

Timeline:

January 2024 –

- Gather input from Metro Councilors on engagement needs

February 2024 –

- Complete annual Council engagement calendar

March 2024 –

- Begin increased council engagement

Recommendation 3. Get input from Metro Council, Tri-County Planning Body, and Regional Oversight Committee about the variety of experience needed to provide independent oversight among the members of the Regional Oversight Committee.

Response: Management agrees that at this stage in the SHS Program, a review of committee membership and required skills or experience would be valuable to ensure committee responsibilities and scope can be effectively executed. Currently, per Metro Code Section 2.19.280, membership standards were established to prioritize those who participate in delivering the system and those most impacted by programmatic and governance decisions (such as people with lived experience of homelessness and BIPOC communities). This membership construct was a valuable starting place that reflected an intention of advancing equity and inclusion within this program. Now that SHS is in its third year of implementation, it is appropriate to evaluate membership gaps to provide effective oversight and deliver on the committee's charge.

Metro Housing currently maintains a matrix of membership requirements, tracks how committee membership reflects membership requirements and applies information regarding gaps in membership when recruiting new members. Committee membership incorporates staggered terms. Metro staff work directly with Council and SHSOC co-chairs when there is a committee vacancy to solicit guidance on the committee recruitment process and to obtain recommendations on membership experience to prioritize. Metro Housing recognizes this recommendation as an opportunity to deepen this review to include a scan of overall committee duties, associated skills and experiences and potential impacts to independent oversight.

Proposed plan: Metro Housing will obtain feedback from Metro Council and the SHSOC co-chairs about current membership criteria for the SHSOC compared to committee responsibilities to identify where there may be gaps in representation. Based on direction from Metro Council, Metro Housing will make changes to membership requirements (Metro Council has the sole authority to make changes to membership requirements and

Metro Code more broadly). Because TCPB is not an oversight body and does not have a role in determining the composition of the SHSOC, their feedback will not be solicited.

As part of this process, Metro Housing will also share with Metro Council and SHSOC the current practices to identify conflicts of interest and solicit feedback on where these practices may be improved upon to ensure independent oversight among members of the SHSOC.

Timeline:

February 2024 –

- Gather input from SHSOC co-chairs on membership requirements and priorities

April 2024 –

- Gather input from Metro Council on membership requirements and priorities.
Provide Metro Council the recommendations solicited from SHSOC co-chairs to help inform any changes to membership requirements

Summer 2024 –

- SHSOC Annual evaluation of committee membership needs and conflict of interest disclosure

Fall 2024 –

- Share evaluation results with committee members and Metro Council
- Metro Council makes changes to Metro Code as needed to reflect updates in membership composition

Recommendation 4. Document criteria and process for monitoring up to 25% of county program activities

Response: Management agrees that clear monitoring criteria will be beneficial to the success of SHS. To ensure effective oversight and accountability, the SHS Workplan and IGA incorporate a variety of tools to support SHS compliance including but not limited to reporting, monitoring, program evaluation and auditing. Metro has the authority to monitor performance proactively, or when necessary, for cause.

In service to operational oversight and accountability obligations, Metro Council approved additional FTE to staff a quality and compliance team that will support SHS oversight, accountability and quality improvement in day-to-day operations.

Proposed plan: Metro Housing will establish monitoring processes, tools and document monitoring criteria used in the monitoring process. Metro Housing is working on establishing a quality and compliance team that will support monitoring, program evaluation, report analysis and other quality and compliance related activities. Recruitment started in January 2024. This team will be responsible for documenting and overseeing monitoring processes (to include ongoing monitoring and ‘for cause’ monitoring) and establishing a regular monitoring schedule. The quality and compliance team will also be responsible for other areas related to quality and compliance.

To move this work forward in the interim, Metro has secured a contract with a third-party consultant and is currently working with them to develop monitoring practices, including creating a risk assessment tool and criteria for risk areas, documenting compliance with the 25% requirement, and outlining the monitoring processes and requirements that will be launched in 2024. Because there is a wide range of monitoring needs (ex: data integrity vs program-specific monitoring vs fiscal monitoring), the tools will establish a clearer framework while not limiting Metro's monitoring authority. These tools will directly address this recommendation, and Metro Housing will consult with the counties (per IGA requirement) prior to implementation.

Timeline:

December 2023 –

- Secure contract with third party contractor

January 2024 –

- Develop scope of work that includes practices and tools to meet monitoring needs

January to February 2024 –

- Develop monitoring framework and present to counties

April 2024 –

- Initiate monitoring for each county

January to June 2024 –

- Hire quality and compliance team

Recommendation 5. Document criteria and process for implementing corrective action plans

Response: Management agrees that documenting criteria and a process for implementing corrective action plans (CAPs) is valuable for all parties. The corrective action plan is intended to be a collaborative operational tool designed to fix problems and avoid the dispute resolution process. The IGA language governing CAPs creates a broad framework to acknowledge the wide range of known and unknown circumstances which could trigger the need for a corrective action plan. Additionally, the IGAs attempt to acknowledge the unique demands of each plan by requiring Metro to seek input from SHSOC and the county partner in developing the individual plans. Management notes that the CAP process is an area that warrants review of the intent versus the practical application of the process, as a successful CAP creation process is dependent on the cooperation of the counties to engage in a meaningful dialogue.

The active Multnomah County Corrective Action Plan (initiated in 2023) enabled Metro to establish and document the overall CAP process, timeline, communication/notification activities, reporting tools and a CAP template which will be used during future CAP implementations. Following the implementation of the Multnomah County CAP, Metro also captured lessons learned and best practices for future CAPs including enhanced role clarity, CAP process oversight, document integrity and communication standards.

Proposed plan: Metro Housing, in partnership with the Office of COO, FRS and OMA will continue to document CAP development and implementation processes to ensure transparency and program compliance. This will include process and documentation requirements for all CAPs, including:

- A clear problem statement that describes the activity/action that is at risk or out of compliance (see IGA section 6.3.5 for criteria)
- Documentation of efforts made to correct the problem prior to initiating a CAP (including input from SHSOC and county partner)
- Documentation of the reason why the CAP was initiated and documentation of CAP notice to the partner
- Documentation of the CAP development process including parties involved from each jurisdiction
- Documentation of templates and other tools required as part of the CAP
- Specific and measurable CAP outcomes and timeframes
- Process for tracking CAP progress-towards-goals
- All associated documents referenced in the CAP (ex: work plans, financial statements, etc.)
- Documentation of CAP outcome and next steps as appropriate

This process, the above-mentioned reporting tools and CAP template will be shared with all counties. Updates to steps and tools that may be required as part of future caps will also be documented and shared with partners.

Timeline:

March 2024 -

- Metro Housing to share CAP process, reporting tools and CAP template and any additional guidance with county partners

Recommendation 6. Ensure the Regional Oversight Committee can fulfill its responsibilities by:

- a. Providing a full list of responsibilities assigned to it**
- b. Providing sufficient data to evaluate administrative spending and make recommendations**
- c. Providing sufficient data to evaluate spending on populations A and B**
- d. Including data and recommendations about administrative spending and spending on populations A and B in the report to Council**

Response: Management agrees that a review of SHSOC duties and evaluation of committee performance is important at this stage of the SHS Program. While staff have established tools and processes to support committee roles and functions, there are still gaps (based on time, capacity and the stage of program implementation) in what the committee has been able to complete when compared to their overarching responsibilities. For example, the audit cites that the committee has not to date evaluated provider administrative costs. Due to the significant expansion of the service provider network over the last two and a half years and being at the initial stages of developing data collection and reporting capacity,

provider level administrative costs have not yet been reported. As a result, the committee has not been able to fulfill their obligation to review service provider administrative costs. This information will be incorporated into year 3 reporting tools.

As the system stabilizes, and more data becomes accessible, Metro Housing is updating reporting templates to obtain and share all necessary information for the committee to effectively execute its roles and obligations. Additionally, refinements to reporting templates have been made in response to SHSOC Annual Report recommendations.

Proposed plan: Metro Housing, in partnership with the SHSOC, will review the committee role and responsibilities as mentioned in governing documents (including SHS measure, SHSOC Charter and Metro SHS Workplan) and note inconsistencies in language. Metro staff will also take administrative steps to update committee practices and governing documents as needed to reflect all duties and responsibilities outlined in governing documents. Metro Housing will also partner with SHSOC to review progress toward each duty and identify gaps and barriers to progress. The SHSOC member onboarding process will be documented to demonstrate the actions taken to review roles and responsibilities.

Additionally, an enhanced fiscal review will be incorporated into existing committee quarterly regional financial reports and presentations, including special attention to administrative expenditures. Expenditures specific to populations A and B will be captured in the year 2 SHSOC Annual Report, and future recommendations related to this data will be included as needed. The below timeline will address the specific actions to respond to each bullet embedded in this recommendation.

Next steps by A-D recommendations (timeline to follow):

A - Staff will review all SHSOC language related to roles and responsibilities across governing documents with the committee and update as needed. Updates will be provided to all current committee members and to future members as part of onboarding. Staff will update the onboarding process to review roles and responsibilities in the updated charter. Metro Council may amend governing documents as necessary.

B – Beginning with the FY23-24 Q1 report which will be submitted in January 2024, Metro staff will discuss jurisdictional administrative expenditures as part of quarterly financial presentations. In the year 2 (FY22-23) annual report, Metro will include additional information on administrative expenditures and a comprehensive regional financial report will be included as an exhibit.

C – SHSOC will review population A and B spending as part of the year 2 annual report process and provide recommendations as appropriate.

D – Information about administrative spending and spending on populations A and B will be a part of the year 2 annual report that will be shared with Metro Council in March of 2024. Metro staff will include an overview of the committee's responsibilities as part of the process in developing the report and associated recommendations to Metro Council. This will be expanded to include service provider administrative costs in year 3 annual report. The committee may make recommendations as they deem necessary.

Timeline

January 2024 –

- Compile a list of all SHSOC responsibilities as described in the various governing documents. A list of responsibilities will be provided to the committee and discussed as part of the annual report development agenda item.
- Incorporate jurisdictional administrative spending into the year 2 annual report and discuss with the committee. Incorporate population A and B spending into the SHSOC annual regional report.

April 2024 –

- Metro Housing and SHSOC co-chairs review committee responsibilities and identify language to update in governing documents to ensure alignment and consistency
- Metro Housing and SHSOC co-chairs review progress towards each responsibility and identify gaps and barriers to progress
- Metro Housing update SHSOC onboarding process to include any updated roles and responsibility

May 2024 –

- Metro to work with Counties to update reporting templates (to include SHSOC reporting recommendations)

June 2024 –

- Metro Council amends governing documents and code as appropriate and in alignment with IGA (8.2.4)

July 2024 –

- Use updated report templates at beginning of new fiscal year

October 2024 –

- Include additional information on administrative costs in year 3 annual report. Metro will expand administrative cost reporting to include:
 - Service provider administrative costs
 - Additional detail on county administrative costs

February 2025 –

- Deliver third annual SHSOC regional report and presentation to Metro Council and County Boards of Commissioners which will include an assessment of jurisdictional and non-profit partner administrative costs

Recommendation 7. Establish an annual process for Metro Council, Tri-County Planning Body, and Regional Oversight Committee to review the funding allocations for each county and adjust if needed

Response: Management agrees that establishing a process for review of funding allocation percentages is an important step in adhering to IGA requirements (section 3.3 of IGA). Part of that process will include identifying frequency; annually may not be the right cadence based on administrative complexity.

Proposed plan: Metro Finance will lead the development of this process with the Finance Review Team (FRT), a technical committee charged with assessing income tax collections and the region's overall financial health (IGA, section 6.2).

Timeline:

Fall 2024 –

- Metro Finance will develop a process to review funding allocations with FRT

Winter 2024 –

- Allocation process shared with Metro Council and SHSOC

To improve the reliability and consistency of program performance data, Metro Housing should:

Recommendation 8. Clarify the goals related to serving 5,000 people and 10,000 households

Response: Management agrees that clarifying language related to goals will allow for clearer communication and better understanding of those goals. As noted by the auditor, the SHS work plan, SHS website and the Metro Housing budget differ in language such as people or households served. Metro Housing will review and align all goal related language for clarity.

Each goal utilizes a unique set of services that count toward that goal which will be addressed in the next response. Metro Housing will identify and address inconsistencies in language regarding the 5,000 and 10,000 goals.

Proposed plan: Metro Housing will review documents that contain references to the 5,000 and 10,000 goals and address inconsistencies.

Timeline:

Winter 2024

- Metro Housing to review written materials that reference the 5,000 and 10,000 goals and identify inconsistencies

Spring 2024

- Metro Housing to update all materials for consistency

July 2024

- Incorporate updated language in reporting tools and templates

Recommendation 9. Define which service types are used to report on progress towards the 5,000 and 10,000 goals.

Response: Management agrees that defining which service types are used to report on progress towards the 5,000 and 10,000 goals is key to evaluating and communicating progress toward those goals. There are different service types that Metro has defined to capture the continuum of homeless services in the different counties. Every household served with the specific services below counts as 1 toward the 5,000 or 10,000 goal. Services that count toward the 5,000 and 10,000 goals are as follows:

Services that count toward 5,000 goal:

- **Permanent supportive housing** - service intervention that includes a housing unit with wrap-around services and long-term rent assistance
- **Long-term rent assistance** - long term payment of rent for a household to support long term housing stability

Services that count toward 10,000 goal:

- **Short-term housing assistance** includes:
 - rapid rehousing (placement into housing with services. Typically, up to 2 years) and;
 - eviction prevention rent assistance. Typically, between 1-6 months of rent assistance to avoid eviction.

Work taking place in standards of practice, program evaluation and monitoring will provide further clarity and definition of SHS services and how they advance the 5,000 and 10,000 goals. The goal of 5,000 is primarily respective to population A and the 10,000 goal is primarily respective to population B.

Proposed plan: Metro staff will work with county implementation partners, in partnership with the TCPB and SHSOC, to review definitions, clarify and document the services that count toward the 5,000 and 10,000 goals. Following this engagement, Metro Housing will update documentation and reporting templates to reflect any changes.

Timeline:

March 2024

- Metro will share a memo communicating the current state of services reflected in the 5,000 and 10,000 goals

May 2024

- Metro staff will work with county partners and engage the SHSOC and TCPB to clarify and update service areas as appropriate

June 2024

- Share updates with SHSOC, TPB and Metro Council

July 2024

- Update definition and glossary included in updated reporting tools
- Expand reporting tool guidance to outline which services are reflected in the 5,000 and 10,000 goals

February 2025

- Delivery year 3 annual report with updated information

Recommendation 10. Develop a performance measure to measure the quality of services provided.

Response: Management agrees that quality services are critical to meeting the intended outcomes of this program. As SHS moves from its development phase to sustained program delivery, program evaluation, standards of practice and quality of services must be prioritized and will become a deeper focus area for Metro Housing. As mentioned in response to recommendation 4, Metro Housing is hiring a quality and compliance team that will support quality assurance. Metro Housing also has a team of policy staff who are central to advancing this work, which is currently under way.

An example of this is seen in permanent supportive housing (PSH). Permanent supportive housing is a proven best practice and effective service intervention for those who have very high and persistent barriers to housing stability (defined as Population A in SHS). While PSH has been a regular practice in greater Portland, it has been under structured due to funding and capacity constraints. SHS presents an opportunity to address these gaps. Metro Housing has dedicated capacity and defined the scope for a new body of work that will establish SHS standards for PSH. This will include clarifying eligible populations, establishing clear definitions, levels of care and service models. As part of this work, a study is being conducted to clarify the cost of PSH, required infrastructure and service components necessary for effective service delivery and positive outcomes for PSH participants. Establishing standards of quality for PSH and operational oversight structures will be products of this effort.

Metro and county implementation partners are building capacity and infrastructure to begin new bodies of work like the one mentioned above. Metro will use tools like data sharing agreements with county partners to advance program performance, efficacy, quality and integrity and ultimately lead to better quantitative and qualitative analysis.

Proposed plan: Metro Housing will establish the first performance measurements that measure service quality in FY2024. As mentioned in recommendation 4, Metro Housing will hire the quality and compliance team by June 30, 2024. Recruitment of data staff was launched in December and will be followed by quality and compliance recruitments in January. These staff members will play roles in advancing quality measures. To support this work further, Metro Housing has secured contracts with several third-party experts who bring a variety of technical expertise in these areas to address immediate needs in program evaluation and ultimately in establishing quality measurements.

Timeline:

February-June 2024

- Hire quality and compliance team

March 2024

- Establish scope of work with consultant

April-September 2024

- Research and development with consultant

December 2024

- Establish measurement of quality and process for evaluation

Recommendation 11. Use existing data to provide more context for county and regional performance by adding the following to quarterly and annual reports:

- **Retention and returns to homelessness compared to the number of people served**
- **The capacity of permanent supportive housing compared to the overall need**

Response: Management agrees that timely access to information is critical to effective oversight and successful program implementation. Housing retention and returns to homelessness compared to people served and the capacity of PSH compared to the overall need, respectively, are already included in annual reports. Note that this information was not included in the first annual report but will be included in all subsequent annual reports. This information is not currently included in quarterly reports. Data reported annually tells a more comprehensive and accurate story than data collected on shorter intervals.

The capacity of permanent supportive housing compared to the overall need is intentionally only reported annually. This data element is best reported annually due to the nature of the measurement and time necessary to draw accurate conclusions from the data. However, Metro Housing does agree that tracking retention and returns to homelessness quarterly could add value.

Proposed plan: Retention rates for Permanent Supportive Housing and Rapid Re-Housing, length of time homelessness, returns to homelessness and PSH capacity compared to need have been incorporated into the county year 2 annual reports and will be incorporated into the SHSOC regional report to be released in late winter. Metro Housing will work with counties to address potential barriers to reporting retention and returns to homelessness compared to people served quarterly. Metro Housing will update quarterly reports to include this information once barriers are addressed.

Timeline:

March 2024 –

- Include housing retention rates, returns to homelessness and PSH units created compared to need in year 2 annual report and share with Metro Council
- Work with counties to update report templates

July 2024 –

- Implement new reporting standards in new fiscal year

12. Create a process to check the accuracy of county quarterly and annual reports and require counties to identify if they have revised data provided previously

Response: Metro Housing agrees that effective review of reports and clarity regarding new data that changes previous quarter outcomes is critical for effective oversight and successful implementation of SHS. Metro Housing's current process includes regularly reviewing all reports and related documents (such as quarterly and annual reports and budget templates) for accuracy, completeness and adherence to SHS requirements. Additionally, Metro staff have developed tools to evaluate county performance to annual,

LIP and ten-year goals, adherence to requirements, standards and other key evaluation areas in annual reports submitted by the counties.

Management agrees that this process can be strengthened, and dedicated capacity is critical to support this function. The quality and compliance team mentioned in the responses to recommendations 4 and 10 will play a significant role in supporting and improving the report review and analysis process.

Management agrees that future reports should indicate updates to data shown on prior reports but will not require counties to resubmit prior quarter's reports. Reports are reflective of data collected at a specific point in time which can result in actuals changing over time.

Proposed plan: Metro staff will continue to improve the report review processes by establishing a quality and compliance team that will focus on review and analysis processes improvements and improving tools to analyze reports. Metro Housing will work with county staff to update report templates to include updated data from previous quarters.

Timeline:

February-June 2024 –

- Hire quality and compliance team

May 2024 –

- Work with county staff to update reporting templates

July 2024 –

- Implement new reporting templates

September 2024 to April 2025 –

- Develop additional tools to assess and evaluate reports and update report evaluation process

May 2025 –

- Update templates and process to reflect new tools

July 2025 –

- Implement updates to report evaluation process

Recommendation 13. Update reporting templates to:

- **Add data about the percentage of the counties' total spending that comes from SHS**
- **Add line items for spending on each service type provided**

Response: Management agrees that report templates need to be clear about financial expenditures. Regarding the recommendation to add data about the percentage of total spending that comes from SHS, current financial reports do not include financial information about other funding sources. Metro cannot obligate counties to report on non-SHS-funding sources or activities, and SHS reports are currently only specific to activities and households funded by SHS.

That said, SHS was always intended to be a funding source infused into existing and new homeless services programs and systems. It would be beneficial for the public to understand the impact of SHS on homeless services as part of a broader homeless services system. Metro recognizes the value of sharing system-wide reporting and has expressed this position with county partners and encouraged system wide-reporting.

Reporting templates are improved on an annual basis and those changes are implemented with each new fiscal year. Changes are based on feedback from the SHSOC, Metro Council and staff evaluation of how well the current reporting requirements and tools serve the needs and goals of the program and effective oversight.

Regarding the recommendation to add line items to reporting templates broken down by service type, Metro Housing is currently taking administrative steps toward incorporating service type specific line items and associated expense lines into budget and reporting templates.

Proposed plan: Staff will work with county implementation partners to update budget and reporting templates to show expenditures by service types. Metro will also explore opportunities to better understand the impact of SHS in homeless services system of care.

Timeline:

January-March 2024 –

- Gather report template feedback from key stakeholders

May 2024 –

- Develop report template changes in partnership with counties and explore opportunities to understand and communicate the impact of SHS in the system more broadly

July 2024 –

- Implement report template changes with the new fiscal year

To identify programs that provide efficient, effective, and equitable services to inform long-term planning, the Tri-County Planning Body should:

The following four recommendations are specific to the Tri-County Planning Body (TCPB). To provide succinct responses, we are including the following information about the role of the TCPB and its approach to advancing the committee charge.

The TCPB was conceived of during the development of ballot measure 26-210 to ensure that certain systems supporting homeless services funded by the measure could be regionalized. Specifically, this body is charged with developing a regional plan and is “responsible for developing and implementing a tri-county initiative that will be responsible for identifying regional goals, strategies and outcome metrics related to addressing homelessness in the region.”

Upon the launch of the TCPB in September 2022, committee members prioritized identifying regional goals over developing a full regional plan in the interest of accelerating program implementation. Considering the growing scale of the ongoing housing crisis and the acute impacts of the COVID-19 pandemic, the TCPB believed that urgency should be its driving principle in its first phase of work. This approach meant that in its first year, the TCPB worked with Metro and county staff to select a set of goals that could be implemented to address the most pressing regional needs. They are as follows:

- Regional Landlord Recruitment: Increase the availability of readily accessible and appropriate housing units for service providers;
- Healthcare System Alignment: Greater alignment and long-term partnerships with healthcare systems that meaningfully benefit people experiencing homelessness and the systems that serve them;
- Coordinated Entry: Coordinated Entry is more accessible, equitable, and efficient for staff and clients;
- Training: Service providers have access to the knowledge and skills required to operate at a high level of program functionality; the need of culturally specific providers will be prioritized through all program design;
- Technical Assistance: Organizations have access to technical assistance required to operate at a high level of organization functionality; the need of culturally specific providers will be prioritized through all program design;
- Employee Recruitment and Retention: County contracts for SHS funded agencies and providers will establish standards through the region to achieve livable wages for direct service staff.

These initial goals were established in direct response to existing challenges and opportunities for successful implementation and regionalization of SHS. Since the above goals will be incorporated as major components of the overall regional plan, we remain on track in its development. And there is much work for the TCPB to consider in its second year alongside the development of the goals, including data, reporting, metrics and other key areas that will advance the goal of regionalization. It also means that the development of the plan will be incremental as certain strategies will be implemented while other parts of the plan remain in process. The conditions for regionalization are dynamic and require an iterative approach that allows for maximum responsiveness to changing demands and opportunities. The regional plan is a living document that will be built and added to throughout the program's life. The TCPB will refer Regional Plan language to the SHSOC for approval and incorporation into the plan and ultimately, Metro Council will adopt the plan. The expected incorporation of implementation strategies for the six initial goals into the plan is December 2025.

Recommendation 14. Research relevant studies of the program impacts on SHS' target populations

Response: Management agrees that research of relevant studies is a critical component in the success of the SHS program. It is also a foundational element in the development of the

Regional Plan and several bodies of research are currently active (more information below). The TCPB is working with Metro, county staff and a group of consultants to develop a plan that moves SHS from three separate county programs to a regional system of care. Research is incorporated into the scope of this work.

Metro staff have established consultant contracts to support each goal area outlined above. The initial scope of work for consultants is to research national best practices and assess the current local landscape, challenges and opportunities. Metro staff manage the consultant contracts and are responsible for staffing the development of the plan. Initial consultant deliverables also include identifying specific opportunities and recommendations for advancing goals based on the results of research and local conditions. The TCPB receives a consultant report and presentation of research, findings and recommendations for their consideration which they then use to provide guidance to counties in each of the six goal areas. County and Metro staff then work together to develop a proposal including strategies, action items, timelines, goals and metrics and a budget framework to operationalize committee recommendations. The committee provides feedback and additional guidance until the proposal by counties adequately meets the committee's recommendations. TCPB received the presentation on the landlord recruitment goal from the consultant in November 2023 and provided recommendations to the counties. Timelines for receiving consultant reports on the other bodies of research are outlined below.

Proposed plan: Metro Housing will continue to conduct research in collaboration with consultants as a foundational step in developing the content of the Regional Plan and bring the findings of that research to the TCPB. As mentioned above, once the TCPB receives presentations on each goal area, they will provide recommendations and guidance to the counties. The counties will then work with Metro staff to develop a proposal in response to those recommendations. Metro Housing anticipates that the delivery of initial research to the TCPB in each of the six areas will be complete by the end of FY23-24 and that the approval of county proposals will be complete by December 2025. Below is a timeline for when the TCPB will receive the first set of research findings per goal area.

Timeline:

November 2023 –

- Landlord recruitment presentation and discussion

January 2024 -

- Healthcare System Alignment presentation and discussion

March 2024 -

- Employee Recruitment and Retention presentation and discussion

April 2024 -

- Coordinated Entry presentation

May 2024 -

- Training presentation and discussion

June 2024 -

- Technical Assistance presentation and discussion

Recommendation 15. Research best practices for communicating program results to increase understanding among decision-makers and the public

Response: Management agrees that researching and applying best practices in communicating program results and progress-towards-goals will strengthen decision-making and improve public trust. Additionally, a key recommendation that the SHSOC provided to Metro Council in their first annual report was for Metro staff to lead a cross-jurisdictional effort to improve communication about the SHS Program, to help the public better understand SHS implementation, progress and outcomes.

Proposed plan: Metro Housing is developing a communications strategy that strengthens the ability of decision-makers and the public to track progress towards goals in the SHS program. The department recently hired a communications manager who is leading this effort. Additionally, per the recommendation of the SHSOC, Metro Housing is in the process of contracting a third-party communications expert to support the development of a cross-jurisdictional communications plan. Part of the scope includes conducting research to ensure that communications methodologies used are grounded in research-based best practices. This body of work will be monitored by the SHSOC as part of tracking progress towards annual report recommendations. Metro staff will provide updates to the SHSOC and Metro Council and conduct evaluations to determine the effectiveness of the communications plan.

Timeline:

January-March 2024

- Launch procurement and select contractor to support development of communications plan

March-August 2024

- Develop core narrative construction and best practices for communications, including engaging key partners and stakeholders on communication strategy

September-November 2024

- Develop communications plan

January – February 2025

- Present communications strategy to SHSOC and Metro Council

March 2025

- Plan implementation/launch public communications efforts

June – December 2025

- Develop evaluation process to monitor effectiveness of communications plan

January – March 2026

- Conduct evaluation of communications plan

April-May 2026

- Finalize evaluation findings

June 2026

- Present findings of communications plan evaluation to SHSOC and Metro Council

Recommendation 16. Advise Boards of Commissioners, Metro Council, and Metro Housing periodically on the results of the research

Response: Management agrees that providing updates on the results of research would advance the TCPB's charge of developing a regional plan.

The TCPB was intentionally designed to provide touchpoints to all four jurisdictional elected bodies by conferring full membership to an elected official from each county and Metro Council. These TCPB members are expected to report back to their respective legislative bodies the progress of the TCPB, including relevant research and analysis. Also, Metro staff meet with Metro Councilors bi-weekly and provide TCPB updates to during those briefings. However, we believe that increasing the proximity of the TCPB to the implementing jurisdictions will accelerate the work of regionalizing homeless services.

Proposed plan: Metro Housing will work with the TCPB co-chairs to establish a new process and schedule for presenting directly to county boards and Metro Council.

Timeline:

March-May 2024

- Develop a schedule for providing general updates and advising Boards of Commissioners, Metro Council and Metro Housing periodically on research findings

Recommendation 17. Advise the Regional Oversight Committee and Metro Housing about best practices for communicating program results to ensure understanding

Response: While the TCPB does not have a formal role to advise the SHSOC, management agrees that increased collaboration between the SHSOC and the TCPB would benefit much of Metro Housing's work, including implementing best practices for communicating program results.

Metro Housing has developed structures to foster collaboration among committees and facilitates a monthly meeting of committee co-chairs from SHSOC, TCPB and Affordable Housing Bond Oversight Committee. Agendas are developed with input from co-chairs and address various intersecting issues. Effectively communicating program results is a critical component of Metro Housing's future communications strategy, and directly intersects with both work of the TCPB and SHSOC. SHSOC, TCPB and Metro Council will be briefed on best practices as part of communication plan updates.

Proposed plan: Metro Housing will include a new standing agenda item for monthly co-chair meetings to facilitate input from the TCPB co-chairs on effectively communicating program results.

Timeline:

January 2024

- Include new standing agenda item in monthly co-chair meetings beginning where discussion on best practices on communicating program results can take place.

TBD/ongoing

- Information about best practices for communicating program results shared by consultant will be shared with SHSOC and TCPB upon receipt of deliverables.

Recommendation 18. Use research, program data and financial projections to inform strategies for the regional program

Response: Management agrees that effective strategies must be informed by data, analysis and sound budgeting. These are all elements currently included in the development of any policy at the direction of the TCPB and will continue to be incorporated as this work grows.

Proposed plan: As we enter year two of the TCPB, we remain heavily engaged in research and analysis through the work of our consultants and staff on each of the six regional goals. The scopes of work for each of the six regional goals reflect these elements. In its first year, the TCPB received briefings on various research and program data to inform its decision-making, and in September and November 2023, the committee received a briefing on the Regional Investment Fund and projections for FY24. In the coming months, the TCPB will deliberate on budgeting the RIF for the first time. At that point, the TCPB will receive additional financial information and analysis to support their decision-making.

As the work of the TCPB moves from research and analysis and into the development of the Regional Plan, the committee will approve specific strategies, a budget framework and metrics for each goal area. Once a county plan is approved and incorporated into the Regional Plan, the committee will receive quarterly progress reports and presentations on that component of the Regional Plan including a review of financial expenditures to assure alignment with the budget framework associated with that body of work. This quarterly review process will allow for discussion and opportunities for process improvement.

This work is ongoing, and over the next two years, the TCPB will approve county plans related to each of the six regional goals based on research, program data and financial projections to inform their strategies.

Timeline:

Spring 2024 –

- TCPB develops budget framework for landlord engagement

January 2024-December 2025 –

- TCPB review and approve county plans based on six regional goals and receive quarterly updates on plans following approval
- Document how the strategies to meet Regional Plan goals are informed by research, program data, and financial projections

In closing, this program has been described as an ambitious moonshot to address homelessness in our region. It is not perfect, but it is Metro's firm belief that the ambition inherent in the creation of this program and the faith of the public who approved it can and will be fulfilled. As is reflected in the auditor's findings and management's response, rigorous examination of how the SHS program has worked so far, what aids the mission and what detracts from its mission is a critical part of its future success and not something to shy away from. What is called for in this moment is persistence, discipline, and sustained attention. Metro may not have had a deep bench of homeless service expertise at the beginning of this journey, but it does have decades of experience leading the regionalization of systems that work better for the public when they are considered together. What Metro has learned through the regionalization of the solid waste system, parks and natural areas, and land use planning is that corrections, realignments, struggle and even the occasional failure are normal – so long as honest lessons can be learned and acted upon, these struggles are never in vain. Metro, its management and leadership, is committed to bringing the full strength of its institutional experience to the table along with the broad array of our partners to see this program through to success.

Management expresses our gratitude to Auditor Evans and team for performing this audit and for the opportunity to submit a management response.

Sincerely,

A handwritten signature in cursive script, appearing to read "M. Madrigal", written in dark ink.

Marissa Madrigal, Chief Operating Officer



Office of the Metro Auditor
600 NE Grand Avenue
Portland, Oregon 97232
503-797-1892
www.oregonmetro.gov

Supportive Housing Services: Shared oversight reduces transparency and accountability

Why this audit is important

In May 2020 voters in the Metro region approved a ballot measure to establish a region-wide Supportive Housing Services program (SHS). The measure was expected to generate \$250 million annually to address the needs of people experiencing, or at risk of experiencing, homelessness.

Revenue for SHS is generated from a marginal tax on personal income (1%) and business profits (1%) above certain thresholds. Metro reserves 5% of funds, after tax collection costs, for administrative expenses. Clackamas (21.33%), Multnomah (45.33%), and Washington (33.33%) counties receive the remaining revenue.

This is the second performance audit of SHS by the Metro Auditor. It follows up on recommendations made in 2021 and provides updated analysis of the oversight structure and performance measurement system.

10-year program regional goals

5,000+ chronically homeless households connected to supportive housing

10,000+ households at risk of/experiencing homelessness stabilized in permanent housing

Source: Metro website (January 4, 2024).

<http://oregonmetro.gov/public-projects/supportive-housing-services/progress>

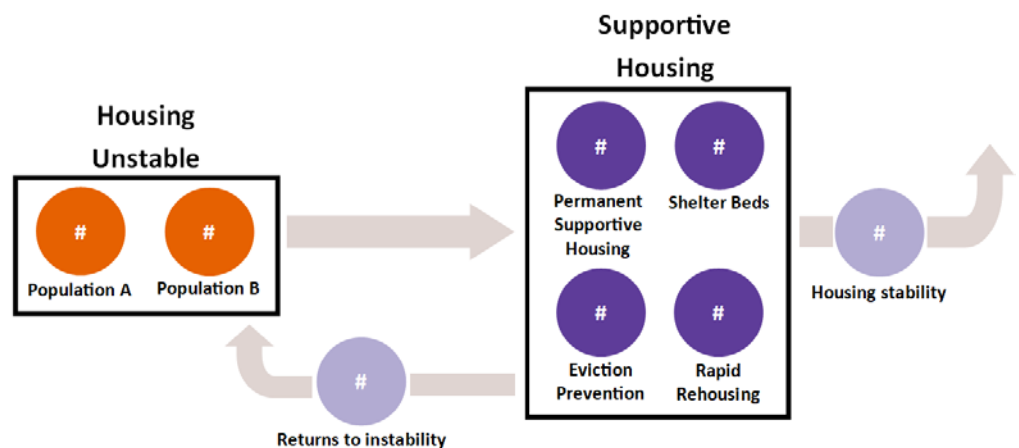
What we found

Metro made progress on the three recommendations in the May 2021 audit. One was fully implemented and two were in process. The audit identified opportunities to strengthen oversight by reducing duplication in some areas, and more clearly assigning responsibility in others. Specifying how each role relates to others, and what timelines are needed to ensure timely alignment would enhance program oversight.

Although the performance management system has improved since 2021, gaps remain. We found variation in definitions, reports, and calculations that made it difficult to understand how the program has progressed. Ensuring reports are accurate and complete is an important element of accountability to the public. In addition, Metro will use monthly and quarterly data to monitor compliance with any corrective action plan, so data reliability is important to ensure agreements are followed.

Logic models can help the public, stakeholders, and decision makers understand how each part of the program is connected to deliver on desired outcomes. Adding actual numbers for each of the circles below could help the program put performance data in context to show the overall impact of SHS investments.

Logic models help visualize how each data point impacts program outcomes



Source: Auditor's Office model of how current data could be combined to show program outcomes.

Reliable data is important not only for current efforts, but to inform future actions. Starting to think about the long-term plan now will be critical to ensure the region has a data-driven strategy to inform priorities when the SHS taxes sunset at the end of 2030.

What we recommend

The audit includes 18 recommendations. Seven were designed to ensure timely and ongoing program oversight. Six focus on improving the reliability and consistency of program performance data and reporting. The other five recommendations were made to identify programs that provide efficient, effective, and equitable services to inform long-term planning.

**Resolution No. 24-5377 For the Purpose of Adopting the 2024 State
Legislative Agenda
*Resolutions***

Metro Council Meeting
Thursday, January 25, 2024

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ADOPTING THE 2024) RESOLUTION NO. 24-5377
STATE LEGISLATIVE AGENDA)
) Introduced by Council President Peterson

WHEREAS, Metro has an interest in the bills, policies, and discussions before the 2024 Oregon Legislature; and

WHEREAS, the Metro Council and Metro staff will represent Metro's interest during the upcoming legislative session; and

WHEREAS, the Metro Council wishes to establish a united position on important legislative proposals and provide direction to its staff in order to represent the will of the agency; and

WHEREAS, the 2024 Metro Council Legislative Priorities attached as Exhibit A of this resolution lists specific expected and potential issues that are of concern to Metro and the metropolitan region, and gives guidance to staff on the Metro Council's position on these issues; and

WHEREAS, the 2024 Legislative Principles attached as Exhibit B states the Metro Council's principles regarding categories of potential legislation in order to provide guidance to staff in representing Metro; now therefore,

BE IT RESOLVED that the Metro Council directs the Metro Chief Operating Officer, the Metro Attorney, and Metro staff to communicate the agency's position on a variety of legislative proposals to the 2024 Oregon Legislature consistent with Exhibits A and B attached hereto.

ADOPTED by the Metro Council this 25th day of January 2024.

Lynn Peterson, Council President

Approved as to Form:

Carrie MacLaren, Metro Attorney

2024 STATE LEGISLATIVE AGENDA

Date: December 29, 2023
Department: GAPD
Meeting Date: January 25, 2024
Prepared by: Anneliese Koehler,
Legislative Affairs Manager and Jenna
Jones, State and Regional Affairs Advisor

Presenters: Anneliese Koehler, Legislative
Affairs Manager; Jenna Jones, State and
Regional Affairs Advisor
Length: 30 minutes

ISSUE STATEMENT

This Council meeting is for Council to adopt its 2024 State Legislative Priorities and 2024 State Legislative Principles. Proposed legislative priorities and principles will be discussed.

ACTION REQUESTED

The Council may adopt its state legislative agenda for 2024.

IDENTIFIED POLICY OUTCOMES

Support Metro's policy goals through engagement with the Oregon State Legislature.

POLICY QUESTION(S)

Does Council wish to approve 2024 state legislative policy priorities and principles, updated in Council discussions in October and December?

POLICY OPTIONS FOR COUNCIL TO CONSIDER

See attachments for State Legislative Principles and State Legislative Priorities. These are final drafts and are here for final adoption. Discussions with Council in October and December are reflected in the final document.

STAFF RECOMMENDATIONS

See attached State Legislative Principles and State Legislative Priorities.

STRATEGIC CONTEXT & FRAMING COUNCIL DISCUSSION

The 2024 Legislative session is a short session lasting roughly a month. Unlike long sessions, short sessions focus on small, necessary budgetary tweaks, passing technical fixes and a few pieces of policy legislation. It is rare for large, controversial pieces of legislation to pass or significant budget changes to occur. Many parties approach the short session with only one or two minor bills, and legislative leadership limits the number of bills legislators are allowed to file.

Like last session, much of the capitol building will be under construction and the session will be in-person with options to participate virtually. Preparations for session are already under way; bill concepts are being discussed and circulated, and people are meeting to advance policy priorities. Like previous short sessions, staff is proposing a modest

legislative agenda that reflects well-established Council policy and/or legislative priorities that have previously been included in the Council's agenda.

Short session legislative focus

Legislative leadership has indicated a desire to have a calm, uncontroversial short session that focuses on passing only necessary items. Most controversial, larger topics are being pushed to long session with two possible exceptions: Measure 110 reforms and housing production solutions. While both topics have widely supported pieces, parts of each proposal will require substantial legislative conversation and will have competing interest groups and parties. These two topics will be the primary focus of session for many and will leave little appetite for other highly contentious pieces.

Republican walk-out

Implications of the 2023 Republican walkout will likely impact the short session, although exactly how remains to be seen. In November 2022, Oregon voters passed Measure 113 which changed the state's constitution to bar any lawmaker from running for re-election if they have 10 or more unexcused absences during a single legislative session. This had many parties hoping that walkouts were a thing of the past. However, the majority of Senate Republicans and Independents walked out at the beginning of May 2023 and denied quorum on the Senate Floor until roughly one week before the end of session.

In August 2023, Oregon Secretary of State Griffin-Valade issued an administrative rule implementing Measure 113, clarifying that Measure 113 disqualifies legislators with 10 or more unexcused absences during the 2023 legislation session from running for reelection next year. Several Republican senators have filed an appeal of the rule, arguing that they should be allowed to run. The Oregon Supreme Court agreed to hear the case and heard oral arguments on December 14, 2023.

In early November 2023, Republican senators and others filed a federal lawsuit against Senate President Rob Wagner and Oregon Secretary of State Griffin-Valade. The suit argues that the constitutional right to protest is a valid reason to miss Senate floor sessions, clearing the senators to run for re-election. U.S. District Court Judge Ann ruled on the case on December 13, 2023, denying a preliminary injunction on the administrative rules. The federal case can move forward despite the ruling denying a preliminary injunction, but the judge indicated they do not believe the plaintiffs will succeed in proving their claim that walking out was constitutionally protected free speech.

The outcomes of these and any future cases will likely impact how both parties choose to engage in the short session and beyond. It is unlikely that either of these outcomes will be the end of this political and legal issue. Additional suits, ballot measures, and legislative action are expected to be taken over the next year or two.

2024 Election

The 2024 election will have an impact on the Oregon Legislature and dynamics during session. An unusual number of statewide seats will be up for election, and they are all open

seats. Several sitting legislators have indicated an interest or are running for these seats, and this could result in future legislative leadership changes and new legislative members.

Former Oregon Secretary of State Shemia Fagan (D) resigned in May 2023 due to conflicts of interest with the cannabis industry. This results in an open seat in 2024 for Oregon Secretary of State. Oregon State Treasurer Tobias Read (D) and State Senator James Manning (D-Eugene) have filed for the position. In addition, State Senator Steiner (D-Portland) is running for Treasurer. Attorney General Ellen Rosenblum has also indicated she is not running again, and House Speaker Dan Rayfield (D - Corvallis) is running for the seat.

In addition, Oregon's congressional seats have also garnered legislators' interest. Congressman Earl Blumenauer (D) will not be running for re-election, providing an open seat for Oregon's 3rd congressional district. Maxine Dexter (D-Portland) is running for the seat. Oregon's Congressional District 5, held of Congresswoman Lori Chavez-DeRemer (R), also has a legislator running for the seat: Rep Janelle Bynum (D - Clackamas).

BACKGROUND

Council updates its State Legislative Agendas annually and, as needed, updates its State Legislative Principles.

ATTACHMENTS

- 2024 State Legislative Principles
- 2024 State Legislative Agenda

[For work session:]

- Is legislation required for Council action? ☒ Yes ☒ No
- If yes, is draft legislation attached? ☒ Yes ☐ No
- What other materials are you presenting today?

METRO COUNCIL LEGISLATIVE PRIORITIES
2024 Legislative Session



ECONOMIC PROSPERITY

- **Industrial Site Readiness:** Support legislation that advances solutions to make land inside urban growth boundaries available for industrial development and job creation through infrastructure investment, brownfield cleanup, land aggregation, and other means.
- **Regional Economic Recovery and Growth:** Support legislation that addresses economic recovery for the region including policy changes and funding assistance in line with the Portland Central City Task Force, recovery efforts for arts and culture organizations, and additional business, economic development, and housing support.
- **Hillsboro Hops:** Support legislation that ensures the Hillsboro Hops baseball team stays in Oregon, including securing the final \$15m in state funding needed for a new, city-owned ballpark.

HOUSING AND HOMELESSNESS

- **Equitable and Achievable Housing Production:** Support legislation that increases equitable housing production and development including incorporating the Oregon Housing Needs Analysis in urban unincorporated areas and funding for housing infrastructure.

LAND USE

- **Urban Growth Management:** Ensure that the Legislature establishes the policy framework and process for local land use decisions and respects the authority of local governments, including Metro, to make specific decisions on local land use matters. Oppose efforts to legislatively determine specific land use designations in the region or to distort the process of assessing land need by mandating inaccurate analysis.

WASTE MANAGEMENT AND WASTE REDUCTION

- **Equitable and Convenient Electronic Reuse:** Support legislation that provides for better electronic reuse pathways that are more convenient and equitable, like right to repair.

OTHER ITEMS

- **Columbia River Levees:** Support legislation that provides additional revenue tools needed to protect flood safety along the Columbia River and facilitate the transition of the Columbia River levee system management to the Urban Flood Safety and Water Quality District.

METRO COUNCIL 2024 LEGISLATIVE PRINCIPLES¹

GENERAL PRINCIPLES:

- 1. Successful Communities:** Metro supports policy and funding solutions that facilitate the achievement of the six desired outcomes for successful communities that have been agreed upon by the region: vibrant, walkable communities; economic competitiveness and prosperity; safe and reliable transportation choices; leadership in minimizing contributions to climate change; clean air, clean water and healthy ecosystems; and equitable distribution of the burdens and benefits of growth and change.²
- 2. Racial Diversity, Equity and Inclusion:** Metro envisions a region and state where a person's race, ethnicity or zip code does not predict their future prospects and where all residents can enjoy economic opportunity and quality of life. Metro therefore supports legislation that acknowledges past discrimination, addresses current disparities and promotes inclusion in public programs, services, facilities and policies.³
- 3. Tribal Sovereignty:** Metro seeks to support tribal sovereignty through government-to-government relations and coordination with Tribes, exploring opportunities to incorporate tribal interests and priorities into Metro's work and ensuring agency compliance with pertinent cultural, historic and natural resource protection laws. Metro will not supplant any Tribe or tribal organization's efforts on legislative priorities and will strive to coordinate with legislative and policy representatives of Tribes, Tribal organizations and Indigenous legislators to determine if Metro's involvement on any legislative priorities is appropriate.
- 4. Climate Justice:** Metro supports efforts to combat and adapt to climate change and to meet the state's goals for reducing greenhouse gas emissions. To this end, Metro supports state policy and funding solutions that can help to reduce emissions in all of its main lines of business: land use and transportation planning and investment, housing and homeless services, consumption, waste management and solid waste management, parks and natural areas, and operation of visitor venues.
- 5. Vibrant Sustainable Workforce.** Metro supports a thriving and equitable regional economy that creates job and career opportunities for all people. To this end, Metro supports state policy and investments that create new career opportunities and remove barriers to career opportunities to meet the demand for a skilled and diverse workforce in Metro's lines of business and in the region, including initiatives that promote quality training, family sustaining wages, access to career ladders and the provision of workforce wraparound services, and incentives to promote economic adaptability and mobility.

6. **Preemption:** With respect to issues related to matters of regional concern, Metro's policy and funding authority should not be preempted or eroded.
7. **Funding:** To ensure a prosperous economy, a clean and healthy environment, and a high quality of life for all of their citizens, Metro and the region's counties, cities, and other service providers must have the financial resources to provide sustainable, quality public services. Accordingly, the Legislature should remove existing restrictions on local and regional revenue-raising authority and avoid enacting new limitations or pre-emptions, and all state mandates should be accompanied by funding.

SPECIFIC PRINCIPLES:

HOUSING:

8. **Affordable Housing and Homelessness:** Metro supports efforts to ensure that housing choices are available to people of all incomes in every community in our region; to reduce the number of households that are burdened by the combined costs of housing and transportation; to support people experiencing homelessness or at risk of losing housing; and to increase affordable opportunities for home ownership.⁴ To achieve these outcomes, Metro supports legislative actions consistent with Oregon's land use laws that increase the supply of both regulated affordable housing and market-rate housing; provide funding for both housing development and services that support lower-income renters and people experiencing homelessness; and provide reasonable protections for renters against arbitrary and unfair actions.

LAND USE AND URBAN GROWTH MANAGEMENT:

9. **Oregon's Land Use System:** Oregon's land use planning system provides an important foundation for the prosperity, sustainability and livability of our region; this system reflects the values of Oregonians and enjoys strong public support. The Legislature should exercise restraint and care when considering changes to Oregon's land use system.
10. **Local Land Use Decisions:** Management of the urban growth boundary is a complex undertaking that involves extensive analysis, public input, and a balancing of many factors. Urban growth management decisions have profound impacts not just on land at the boundary, but on communities within the boundary and on farms and other rural lands outside the boundary. For these reasons, the Legislature should establish the process and policy framework for local land use decisions and should affirm the authority of local governments, including Metro, to make specific decisions on local land use matters.
11. **Efficient Use of Existing Urban Land:** Land within the urban growth boundary should be used efficiently before the boundary is expanded.⁵ Metro supports policy and funding strategies to facilitate efficient use of existing urban land, including investments in brownfield cleanup and industrial site readiness, as well as policy and zoning reforms that authorize and/or encourage

more efficient development in residential and commercial areas.

12. **Need:** The UGB should not be expanded in the absence of demonstrated need.⁶
13. **Integration of Land Use and Transportation:** Land use and transportation planning should be coordinated so land uses do not undermine the efficiency and reliability of the transportation system and transportation investments do not lead to unintended or inefficient land uses.⁷
14. **Annexation:** Cities are the preferred governing structure for providing public services to urban areas, and Metro supports reforms that will facilitate, or reduce barriers to, orderly annexation and incorporation.
15. **Fiscal Responsibility:** Funding to support urban development should be generated at least in part by fees on those who directly benefit from that development.

SOLID WASTE:

16. **Life Cycle Approach:** Metro supports efforts to minimize the health, safety, environmental, economic and social impacts associated with consumer products and packaging throughout all stages of a product's life cycle, beginning with resource extraction and continuing through design, manufacturing, consumption and disposal.⁸
17. **Product Stewardship/Producer Responsibility:** Metro supports legislation providing that whoever designs, produces, sells or uses a product bears responsibility for minimizing the product's environmental impact throughout all stages of the product's life cycle. Under this market-based approach, the life-cycle costs of a product are internalized into its price rather than being forced onto the general public. This approach also provides an incentive for manufacturers to design and produce their goods in a way that minimizes waste, environmental impact and management costs.
18. **Equity in the Solid Waste System:** The Regional Waste Plan aims to eliminate disparities experienced by people of color and historically marginalized communities from the full life cycle of products and packaging used and disposed in the region. Metro supports legislation that achieves this by advancing: community restoration, community partnerships and community investment; access to recycling, waste and reuse services and information; good jobs with improved worker health and safety, compensation and career pathways; business opportunities in the local economy; and community health through minimized impacts from system operations - locally and in end markets - and from toxic chemicals in products and packaging. Legislation should require the establishment of targets, standards and compliance processes, as appropriate, to ensure progress toward equity goals.

TRANSPORTATION:

19. **Transportation Funding:** Providing adequate funding for all transportation modes that move people and freight supports economic prosperity, community livability, public health and environmental quality. For these reasons, Metro supports an increase in overall

transportation funding, investments in a safe and balanced multimodal transportation system that addresses the needs of all users, and flexibility in the system to provide for local solutions to transportation problems.

20. Climate Justice: Metro and its regional partners are committed to the Climate Smart Strategy, which includes actions needed to achieve state targets for reducing greenhouse gas emissions from transportation. The state should provide financial support for implementation of the Climate Smart Strategy.

21. Safe and Equitable Transportation: Our region has adopted policies and developed programs to make it safer to walk and bike to school and other destinations, reduce serious traffic crashes and deaths, and reduce the disproportionate impact of traffic crashes and traffic enforcement in low income communities and communities of color.⁹ Metro supports legislation that advances safe and equitable transportation, including more effective and equitable enforcement of speed limits and other safety regulations, greater investment in infrastructure that improves safety (especially in disadvantaged communities), and greater authority for local governments to safely manage their transportation networks.

PARKS, NATURE AND CONSERVATION:

22. Parks and Natural Areas: Our region has invested heavily in protecting water quality and fish and wildlife habitat and providing residents with access to nature and outdoor activity. Parks and natural areas are regional assets that support public health, environmental quality, strong property values and economic prosperity. For these reasons, Metro supports measures to increase local and regional authority to raise revenues to support parks and natural areas and to increase the level of state funding distributed to local governments for acquisition, capital improvements, and park operations.

23. Species Conservation: Metro supports efforts to protect and restore fish and wildlife habitat, to recover threatened and endangered species, and to create a better future for fish and wildlife, both in Oregon and globally.

24. Conservation Education: Metro supports efforts to provide stable and reliable funding to conservation education.

ECONOMIC PROSPERITY:

25. Metro Venues: Because the Oregon Convention Center, Expo Center, Portland's Centers for the Arts and Oregon Zoo contribute millions of dollars to the state and regional economies, Metro supports policy and funding solutions that facilitate the success of these venues in attracting visitors and enhancing the quality of their experiences.

AGENCY OPERATIONS:

26. Firearms and Public Facilities: Metro supports legislation that increases Metro's authority to regulate the carrying of firearms on Metro properties and public venues, and opposes

legislation that limits or reduces that authority.

- 27. Disaster Resilience:** Metro supports legislative efforts to improve community disaster preparedness and resilience, with the goal of enabling the Portland region to provide for the immediate needs of its residents and businesses after a catastrophic event and facilitating the region's short- and long-term recovery.

¹ Unless otherwise noted, endnotes refer to applicable policy statements in Metro's [Regional Framework Plan](#) (RFP).

² RFP Chapter 1 (Land Use).

³ [Strategic plan to advance racial equity, diversity and inclusion](#).

⁴ RFP Policy 1.3 (Housing Choices and Opportunities).

⁵ RFP Policy 1.1 (Compact Urban Form).

⁶ RFP Policy 1.9 (Urban Growth Boundary).

⁷ RFP Policy 1.3.13 (Housing Choices and Opportunities); Transportation Goal 1 (Foster Vibrant Communities and Efficient Urban Form).

⁸ [2030 Regional Waste Plan](#), page 11.

⁹ [2018 Regional Transportation Plan, Chapter 3](#), Safety and Security Policies 1-9 and Transportation Equity Policies 1-7.

**Resolution No. 24-5376 For the Purpose of Adopting the Federal Legislative
Agenda for the 118th Congress**
Resolutions

Metro Council Meeting
Thursday, January 25, 2024

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ADOPTING THE
FEDERAL LEGISLATIVE AGENDA FOR
118TH CONGRESS

) RESOLUTION NO. 24-5376
)
) Introduced by Council President Peterson

WHEREAS, Metro has an interest in the bills, policies, and discussions before the 118th Congress; and

WHEREAS, the Metro Council and Metro staff will represent Metro's interests through meetings, engagement, and legislative discussions during the current Congress; and

WHEREAS, the Metro Council wishes to establish a united position on important legislative proposals and provide direction to its staff in order to represent the will of the agency at the federal level; and

WHEREAS, the attached Exhibit A states the Metro Council's principles regarding categories of potential legislation in order to provide guidance to staff in representing Metro; now therefore

BE IT RESOLVED that the Metro Council directs the Metro Chief Operating Officer, the Metro Attorney, and Metro staff to communicate the agency's position on a variety of legislative proposals to the 118th Congress consistent with Exhibit "A" attached hereto.

ADOPTED by the Metro Council this 25th day of January, 2024.

Lynn Peterson, Council President

Approved as to Form:

Carrie MacLaren, Metro Attorney

FEDERAL LEGISLATIVE AFFAIRS UPDATE

Date: January 8, 2024
Department: GAPD
Meeting Date: January 25, 2024
Prepared by: Betsy Emery, Federal Affairs
Advisor (she/her)

Presenter(s) (if applicable): Betsy Emery,
Federal Affairs Advisor
Length: 30 minutes

ISSUE STATEMENT

This agenda item follows the work session on January 9th where Metro Council provided feedback on the proposed federal legislative agenda for the remainder of the 118th Congress.

ACTION REQUESTED

At this meeting, the Council will consider adopting the federal legislative agenda for the 118th Congress via resolution.

IDENTIFIED POLICY OUTCOMES

Support Metro's policy goals and funding priorities through engagement with the Oregon Congressional delegation and federal agencies.

POLICY QUESTION(S)

- Is Council ready to adopt the "Federal Legislative Agenda for 118th Congress"?

POLICY OPTIONS FOR COUNCIL TO CONSIDER

See attachment: "Federal Legislative Agenda for 118th Congress"

STAFF RECOMMENDATIONS

Vote in support of Resolution 24-5376 to adopt the federal legislative agenda for the remainder of the 118th Congress.

STRATEGIC CONTEXT & FRAMING COUNCIL DISCUSSION

The 118th Congress (January 2023 - December 2024) has divided leadership. The Republican Party holds majority power in the House of Representatives while Democrats control the Senate. Very narrow majorities in each chamber, coupled with leadership challenges and significant policy differences within and between parties have made it difficult for Congress to enact any meaningful legislation this session.

Despite Congress' challenges in passing legislation this session, Metro engages with the federal government through a variety of ways. This includes working closely with federal agencies to advance housing, transportation, and conservation projects, including the U.S.

Department of Housing, Department of Transportation, Federal Transit Administration, U.S. Fish and Wildlife Service, as well as members of the Oregon delegation and their staff.

For example:

- Leading multiple federal grants, including:
 - \$2.4 million Safe Streets for All Action Plan grant (FY23) to develop a comprehensive pedestrian safety action plan and advance equity outcomes as part of Vision Zero 2035.
 - \$2 million in congressionally directed spending in the FY23 federal budget to support California condor habitat improvements at the Jonsson Center.
 - \$1 million carbon reduction planning grant from the EPA to prepare a Climate Action Plan that identifies strategies to meaningfully reduce greenhouse gas emissions across the 7 county Metropolitan Statistical Area.
- Securing support from the delegation for our \$35.5 million funding request to support equitable development coalition work on 82nd Avenue, TV Highway, and SW Corridor.
- Participating in the Interstate Bridge Replacement coalition and advocating for federal funding, including the successful \$600M MEGA grant.
- Amplifying the need for Low Income Housing Tax Credit reforms and inclusion of the Affordable Housing Tax Credit Improvement Act of 2023 in a forthcoming tax bill.
- Supporting federal legislation to establish a federal Truth and Healing Commission on Indian Board School Policies.

Staff incorporated Council feedback from individual briefings and the January 9th work session into the attached federal legislative agenda.

BACKGROUND

Council approved Metro's first comprehensive federal legislative agenda in February of 2021, largely to guide federal advocacy for relief and support during the COVID-19 pandemic. The draft version before you has been updated to reflect the Agency's current priorities and the legislative landscape of the 118th Congress. Staff intends to bring an updated federal agenda to Council every two years to align with the Congressional calendar. The next federal legislative agenda will be prepared in early 2025 after the new Congress is seated.

ATTACHMENTS

Draft 118th Congress Federal Legislative Agenda

[For work session:]

- Is legislation required for Council action? ☐ Yes ☒ No
- If yes, is draft legislation attached? ☐ Yes ☐ No
- What other materials are you presenting today?

METRO COUNCIL FEDERAL LEGISLATIVE AGENDA FOR THE 118TH CONGRESS

The Metro Council Federal Legislative Agenda lays out the Agency's values, principles, and priorities for federal advocacy during the 118th Congress (January 2023 – December 2024).

Unlike the 117th Congress, which was able to enact historic infrastructure and climate legislation, including the *American Rescue Plan Act (2021)*, *Infrastructure Investment and Jobs Act (2021)*, *Inflation Reduction Act (2022)*, and the *CHIPS and Science Act (2022)*, the 118th Congress has divided leadership in the House and Senate. While this has made it difficult for Congress to pass legislation or enact reforms, the Biden Administration has used regulatory mechanisms and executive authority to promote action on items of interest to Metro, including transportation safety, affordable housing, greenhouse gas emissions, and waste reduction.

METRO COUNCIL'S LEGISLATIVE VALUES

The Metro Council's legislative values are broad, overarching principles that guide Metro's engagement on any federal policy or regulatory issue. They are listed below in no particular order.

ADVANCE RACIAL EQUITY

Metro envisions a region and state where a person's race, place of birth, ethnicity or zip code does not predict their future prospects and where all residents can enjoy economic opportunity and quality of life. Metro therefore supports policies that address past discrimination, eliminate current disparities, and promote inclusion and accessibility in public programs, services, facilities and policies. Metro supports removing barriers to the full participation of Black, Indigenous, and immigrant communities as well as all communities of color in economic and social opportunities. Metro also recognizes the need for disaggregated data to help decision-makers better understand, center, and address the needs and challenges faced by Black, Indigenous and People of Color.

DEFEND LGBTQSIA+ RIGHTS

Metro recognizes the historic and ongoing persecution of the Lesbian, Gay, Bisexual, Transgender, Queer, Two Spirit, Intersex, and Asexual (LGBTQSIA+) communities, both in the greater Portland region and across the country and acknowledges the urgent need to enshrine in federal law protections to their civil rights. To this end, Metro commits to defending the right of LGBTQSIA+ people to equitably access medical care, including gender affirming care; housing and supportive services; and safe, unfettered access to public spaces, programs, services, and facilities. To ensure that these efforts fully address the needs of the LGBTQSIA+ community, Metro will work to support LGBTQSIA+ people's substantive participation in decision-making

processes related to these issues. In particular, Metro will seek to work with trans and other LGBTQSIA+ people of color as the most vulnerable and least represented of an already vulnerable community.

SUPPORT GOVERNMENT-TO-GOVERNMENT TRIBAL RELATIONS

Metro seeks to support tribal sovereignty through government-to-government coordination with Tribes, exploring opportunities to incorporate tribal interests and priorities into Metro's work and ensuring agency compliance with pertinent cultural, historic and natural resource protection laws. Metro will support tribal legislative efforts to strengthen requirements for government-to-government tribal consultation, promote substantive inclusion of Tribes and Indigenous people in decision-making, and works to dismantle ongoing systems of oppression and/or rectify past harm.

PROTECT AND INCREASE FEDERAL FUNDING FOR OUR REGION

To ensure a prosperous economy, a clean and healthy environment, and a high quality of life for all of our residents, Metro and our partners must have sustainable financial resources to provide quality public services and advance the principles identified above. This includes protecting Metro's existing sources of federal funding and soliciting additional funding for the Agency's programs and regional priority projects. After decades of disinvestment in transportation, housing, and climate at the federal level, it is critical to capitalize on the once-in-a-generation funding authorized in the historic *Infrastructure Investment and Jobs Act (2021)* and *Inflation Reduction Act (2022)*.

TACKLE CLIMATE CHANGE AND RESTORE CLIMATE STABILITY

Metro supports efforts, policies, and bold investments to combat and adapt to climate change and reduce greenhouse gas emissions at the local, regional, state, national, and international levels. Metro seeks to advance policies, programs, and projects that incentivize or require greenhouse gas emissions reduction, advance planning efforts to reduce greenhouse gas emissions and support climate adaptation and facilitate data collection to improve both sector-based and consumption-based greenhouse gas monitoring. Metro also supports policies that use possible revenue from any congestion pricing to support transportation investments that reduce greenhouse gas emissions and mitigate climate pollution impacts.

FACILITATE REGIONAL COORDINATION, PLANNING, AND GOVERNANCE

Many of our region's challenges are big and complex. While cities and counties play a key role in enacting policy change and improving the lives of their constituents, many of the region's persistent challenges require coordination among local jurisdictions, Tribes, community partners, and other entities. As the region's Metropolitan Planning Organization, Metro supports policies that allow for increased coordination, cooperation, and alignment among cities and counties in planning and identifying solutions for regional issues.

BUILD SUCCESSFUL COMMUNITIES

Metro supports legislation that aligns with the region's Six Desired Outcomes for Successful Communities¹:

- Current and future generations enjoy clean air, clean water, and healthy ecosystems.
- The region is a leader in minimizing contributions to climate change.
- Current and future residents benefit from sustained competitiveness and prosperity.
- The benefits and burdens of growth and change are distributed equally.
- People have safe and reliable transportation choices that enhance their quality of life.
- People live, work, and play in vibrant communities where their everyday needs are easily accessible.

METRO COUNCIL'S LEGISLATIVE PRINCIPLES AND PRIORITIES FOR THE 118th CONGRESS

The Metro Council legislative principles reflect the Agency's active federal policy interests and areas of work. Legislative principles are followed by more concrete legislative priorities that reflect the Agency's specific advocacy goals. Legislative priorities will comprise a bulk of Metro's federal engagement and are items with coalition support and Congressional activity. The legislative principles and priorities outlined below are not listed in particular order.

AFFORDABLE HOUSING AND HOMELESSNESS

Federal Context: Despite a national affordable housing and homelessness crisis, divided leadership in the U.S. House and Senate has made it exceedingly difficult to advance legislation related to addressing this crisis and moving people into safe and stable housing. Many of the federal pandemic-era housing relief programs established through the *Coronavirus Aid, Relief, and Economic Security Act (2020)* and *American Rescue Plan Act (2021)* are set to expire, which will likely lead to higher eviction rates and increased homelessness among low-income renters. Although current Congressional politics aren't conducive to securing large-scale housing legislation, the Oregon Congressional delegation is very interested in advancing housing policy. The Biden Administration has been very active in using executive action to expand access to affordable housing

¹ Metro. (December 2023). *2023 Regional Transportation Plan*.

through their Housing Supply Action Plan, Blueprint for a Renters Bill of Rights², and a Federal Strategic Plan to Prevent and End Homelessness³.

Legislative Principles:

- **Increase Affordable Housing Production:** Metro supports increasing federal funding to develop and preserve affordable housing; provide pathways to homeownership; and maintain and repair public housing.
- **Increase Federal Resources for Wrap Around Services:** Metro supports resources and policies that embed high-quality wrap around services into permanent supportive housing to increase access to direct service providers; help manage serious, chronic challenges; and promote housing stability.
- **Promote Equitable Access to Housing:** Metro supports bold, innovative policies and investments to ensure the most marginalized people have access to safe, stable, affordable housing. Policies that expand affordable housing production must be paired with antiracist reforms to break down barriers that prevent access to critical resources and deepen disparities in equity.
- **Expand Rental Subsidies:** Metro supports expanding rental subsidies, including rental assistance, voucher programs, and other eviction prevention measures, to reduce rent burden and make housing more affordable.
- **Improve Alignment Between Federal Agencies and Housing Services:** Metro supports the U.S. Interagency Council on Homelessness' efforts to implement an all-of-government approach to build and implement effective, lasting, interagency systems to end homelessness. It's important that any federal housing policy maintains flexibility for local innovation and streamlined deployment of funds.
- **Enact policies aligned with the Housing First model** and other evidence-based approaches that enables access to permanent housing without prerequisites for enrolling in other supportive services.

Legislative Priorities:

- **Reform the Low-Income Housing Tax Credit** to increase Oregon's state-wide private activity bond (PAB) allocation and reduce federal bond financing thresholds for PABs so more affordable housing projects can access these tax credits (e.g., the *Affordable Housing Credit Improvement Act*).
- **Integrate housing and behavioral health services into Medicaid and Medicare** programs as a means of improving health outcomes.

² Domestic Policy Council and National Economic Council. (January 2023). *The White House Blueprint for a Renter's Bill of Rights*. Washington, D.C.

³ U.S. Interagency Council on Homelessness. (December 2022). *Federal Strategic Plan to Prevent and End Homelessness*. Washington, DC

- **Increase behavioral health and **supportive** housing funding** to the level needed to address the crisis and improve housing stability for people struggling with substance abuse and/or mental health challenges.

ECONOMIC PROSPERITY

Federal Context: During the COVID-19 pandemic, the 117th Congress passed multiple large-scale economic stimulus packages – the Coronavirus Aid, Relief, and Economic Security Act (2020) and American Rescue Plan Act (2021). Many of the funds obligated through those bills expire in 2025 and there is considerable Congressional reluctance to appropriate additional pandemic recovery funds. However, Congress is interested in building resilient domestic supply chains, enhancing workforce development and career pathways, and supporting economic opportunity.

Legislative Principles:

- **Support Equitable Economic Recovery Across the Region:** Metro supports federal legislative priorities for economic recovery that align with the bi-state Regional Economic Recovery Strategy⁴, including:
 - Helping small businesses recover and grow; and
 - Advancing economic mobility and workforce training opportunities for individuals; and
 - Supporting families and children through better childcare and workforce policies; and
 - Building opportunities for long-term wealth creation for Black, Indigenous, and People of Color.
- **Invest in an Equitable Workforce:** Metro encourages the federal government to support investments in regional training programs and change federal contractual regulations to make it easier for local agencies to use public investments to ensure that People of Color can find employment and advance their careers.

Legislative Priorities:

- **Sustain and enhance Metro’s public arts, education, and cultural venues**, including the Oregon Convention Center, Expo Center, Portland’s Centers for the Arts, and the Oregon Zoo.
- **Advance site readiness through infrastructure, brownfield cleanup, and other means**, to make land within urban growth boundaries available for industrial development and job creation.

⁴ Greater Portland Economic Development District. (January 2021). *Greater Portland Economic Recovery Plan*.

- **Expand career pathway and workforce development programs**, such as construction, conservation, planning, and green sector jobs.
- **Investigate funding for public engagement in long range planning and visioning projects.**

SUPPORT TRIBAL INTERESTS

Legislative Priorities:

- **Enact the Truth and Healing Commission on Indian Board School Policies Act** and create a federal Commission to investigate the impacts and ongoing effects of Indian Board School Policies.

ADVANCE EQUITY

Legislative Priorities:

- **Enact the Equality Act** to provide explicit protections for LGBTQSIA+ people across key areas of life, including employment, housing, credit, education, public spaces and services, federally funded programs, and jury service.

SAFE AND RELIABLE TRANSPORTATION

Federal Context: After decades of disinvestment, Congress passed the Infrastructure Investment and Jobs Act (IIJA) in November 2021. The IIJA authorized \$1.2 trillion in formula and competitive funding to support a wide range of transportation and infrastructure projects. The bill also established a national per-mile road usage fee pilot, expanded access to Transportation Infrastructure Finance and Innovation Act (TIFIA) financing to include transit-oriented development, and made significant investment in the transition to electric vehicles and charging infrastructure.

Legislative Principles:

- **Establish Innovative and Stable Transportation Funding:** Metro supports establishing long-term, stable transportation pricing mechanisms that support capital construction, operation, and maintenance; reduce traffic congestion; and increase access to safe, affordable, and convenient transportation.
- **Secure Federal Funding for Regional Priority Projects:** Metro supports efforts to secure federal funding for projects identified in the 2023 Regional Transportation Plan, Metro Council Corridor Investment Package⁵, or recommended by the Joint Policy Advisory Committee on Transportation.

⁵ Metro. (July 2020). *Metro Council Corridor Investment Package*.

- **Support Regional Transportation Planning:** Metro supports equitable, comprehensive, and coordinated regional transportation planning that maintains flexibility for local solutions.
- **Reduce Regional Greenhouse Gas Emissions:** Metro supports efforts to reduce reliance on diesel fuel and internal combustion vehicles, particularly for garbage and recycling collection, construction, and public transit vehicles.
- **Expand Transportation Equity:** Metro supports funding and policies that eliminate transportation disparities in access, safety, affordability, and health outcomes that are often experienced by Black, Indigenous, and People of Color as well as people with low incomes, limited English proficiency, and mobility challenges.
- **Improve Pedestrian Safety:** Metro supports funding and policies that helps reduce fatal and severe injury crashes and increases the safety and security of the transportation system, especially in marginalized communities and along high-injury corridors.
- **Reduce Environmental Impacts of Transportation Projects:** Metro supports funding and policies that avoid, minimize, and mitigate environmental impacts, such as fish passage and wildlife habitat connectivity.

Legislative Priorities:

- **Explore innovative transportation funding mechanisms** for capital construction, operation, and maintenance to bolster declining revenues from the federal gas tax.
- **Increase targeted investments in multi-modal and active transportation systems** that support everyone's ability to move around the region safely, affordably, and easily.
- **Protect, advance, and revitalize transit systems** through targeted funding and policies that encourage linkages between transit, housing, and economic development.
- **Secure federal funding to improve high use transportation corridors**, especially State highways that serve as important local arterials, such as 82nd Avenue and Tualatin Valley Highway.
- **Provide large Metropolitan Planning Organizations the option to become direct recipients of federal funding** in order to streamline decision-making, provide regional flexibility, reduce bureaucratic delays, and enhance accountability for transportation investments.
- **Secure funding from the Bipartisan Infrastructure Law to support projects of regional significance**, such as the Bridge Investment Program funding to replace the I-5 Bridge, Reconnecting Communities funding for the Rose Quarter project, and INFRA program funding for the I-205. Federal dollars are critically important to reduce the local funding burden of delivering more than \$9 billion in transportation projects.

- Explore funding opportunities to support work at the Willamette Falls locks.
- **Secure federal funding for street design and improvements along high injury and high-risk corridors** and intersections that will benefit people with higher risk of being involved in a fatal or severe injury crash.
- **Support planning for the Cascadia ultra-high speed rail project.**

CLEAN WATER AND HEALTHY ECOSYSTEMS

Federal Context: The Biden Administration has been very clear that fighting climate change and enhancing environmental justice are two of their top priorities. In addition to securing the largest federal investment in climate resilience and renewable energy with the Inflation Reduction Act (2022), the Biden Administration has updated many Agency rules and regulations related to clean air, clean water, and healthy ecosystems. This includes setting national clean power production goals, establishing and updating emissions standards for vehicles and industrial facilities, designating additional public lands, and creating an Office of Environmental Justice based in the White House.

Legislative Principles:

- **Protect and Restore Natural Areas and Degraded Ecosystems:** Metro supports policies and funding for local conservation efforts, including purchasing and restoring natural areas, wetlands, vulnerable ecosystems, and significant landscapes.
- **Conserve and Recover At-Risk Species:** Metro supports policies and funding for local, national, and international species conservation and recovery efforts, especially for threatened and endangered species.
- **Remediate Environmental Contamination at Brownfields and Superfund Sites:** Metro supports policies and funding for environmental contamination assessments and remediation efforts, particularly in areas where pollution disproportionately impacts communities of color.
- **Improve Ecosystem Resilience to Climate Change:** Metro supports actions and funding for communities and ecosystems to become more resilient and reduce vulnerability to natural hazards, especially floods, earthquakes, and catastrophic wildfire.

Legislative Priorities:

- **Increase federal funding for trails and outdoor recreation,** especially programs that support planning, design, construction, and maintenance of non-motorized trails and trail systems that serve recreation and active transportation purposes.
- **Reintroduce sea otters** off the Oregon Coast, which would restore a keystone species able to maintain the productivity of kelp forests – a critically important marine habitat.

- **Enact the *Recovering America's Wildlife Act*** to provide stable, dedicated funding for species conservation actions that prevent further population declines and additional listings under the Endangered Species Act.
- **Remediate environmental contaminants at Willamette Cove** and provide safe public access to the Willamette River in partnership with Tribes.
- **Support the Multnomah County Drainage District** in maintaining, repairing, and rebuilding portions of the Columbia River levee system to ensure proper drainage and reduce flood risk.

WASTE MANAGEMENT AND WASTE REDUCTION

Federal Context: There is increasing federal interest in reducing and more effectively managing waste, especially e-waste and plastics. There have been legislative efforts to increase access to recycling and composting and the Biden Administration is interested in reducing methane emissions, especially from landfills. The White House released a Methane Emissions Reduction Plan⁶ in 2021 and joined the European Union in pledging to reduce global methane emissions 30% from 2020 levels by 2030.

Legislative Principles:

- **Modernize the Recycling System:** Metro supports modernizing the recycling system to be more convenient, accessible, and equitable.
- **Promote Equitable and Socially Responsible End Markets:** Metro supports enhancing accountability measures for responsible end markets that recycle, recover, or dispose of materials to minimize environmental, public health, and worker safety risks.
- **Extend Producer Responsibility:** Metro supports efforts to ensure that the original producer of any product bears responsibility for minimizing any health, safety, environmental, economic, or social impacts throughout the product's life cycle, including resource extraction, design, manufacturing, consumption, recycling, and disposal, especially if the product involves toxic substances.
- **Preserve Flexibility for Local Waste Prevention Measures:** Metro supports aligning federal policy with best practices in waste prevention, recycling, and composting, but any efforts to create standard guidance, whether administrative or legislative, must support the role of states and localities to innovate and go beyond what is federally required.
- **Prevent Food Waste and Promote Composting:** Metro supports providing local jurisdictions with resources to develop strategies that reduce food waste, either via infrastructure, education, or other strategies.

⁶ White House Office of Domestic Climate Policy. (November 2021). *U.S. Methane Emissions Reduction Action Plan: Critical and Common-Sense Steps to Cut Pollution and Consumer Costs, While Boosting Good-Paying Jobs and American Competitiveness.*

Legislative Priorities:

- **Expand access to recycling services and facilities.**
- **Increase funding to construct composting facilities** capable of processing mixed residential yard debris and food scraps, while ensuring minimal impacts on neighboring communities.
- **Expand consumer's right to repair**, increase the number of products that can be repaired and maintained, and create pathways for reuse.
- **Enact the *Break Free from Plastic Pollution Act*** which would establish aggressive plastic reduction targets, create a national extended producer responsibility policy, ban toxic substances in beverage containers, and prevent plastic waste from being shipped to countries that cannot manage it.

GENERAL GOVERNMENT

Legislative Principles:

- **Regulate Firearms in Public Facilities:** Metro supports legislation that increases Metro's authority to regulate the carrying of firearms on properties and public venues.
- **Enhance Employee Benefits:** Metro supports policies that advance paid family leave; living wage jobs (including a \$15/hour federal minimum wage); paid sick leave; and equitable hiring, training, and compensation practices.

LOOKING FORWARD TO 119TH CONGRESS

- **Establish the Willamette Falls and Landings National Heritage Area** to protect, promote, and interpret the cultural histories, natural resources, and recreational opportunities along 56 river-miles.

**For the Purpose of Approving Fiscal Year 2023-24 Funding for Grants
Funded with the Construction Excise Tax**
Resolutions

Metro Council Meeting
Thursday, January 25, 2024

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING FISCAL)	RESOLUTION NO. 23-5371
YEAR 2023-24 FUNDING FOR GRANTS)	
FUNDED WITH THE CONSTRUCTION EXCISE)	Introduced by Chief Operating Officer
TAX)	Marissa Madrigal in concurrence with
)	Council President Lynn Peterson

WHEREAS, in 2006, Metro adopted Ordinance No. 06-1115, establishing a construction excise tax (CET) to generate revenue for providing grants to local governments for regional and local planning; and

WHEREAS, the CET has awarded more than \$28 million to local governments through the Community Planning and Development Grant and the Equitable Housing Planning and Development Grants program for planning work across the region; and

WHEREAS, on March 19, 2015, the Metro Council adopted Resolution No. 15-4595, which approved amendments to the Administrative Rules governing the CET program; and

WHEREAS, on April 13, 2017, the Metro Council adopted Resolution No. 17-4782, which approved additional refinements to the Administrative Rules, changed the name of the grant program to 2040 Planning and Development Grant Program, and changed the program to annual grant cycles; and

WHEREAS, on April 12, 2018, the Metro Council adopted Resolution No. 18-4882, which approved additional refinements to the Administrative Rules, providing for the creation of a technical assistance component of the program to facilitate successful implementation of 2040 Planning and Development Grants by providing additional professional expertise as needed to successfully accomplish grant objectives; and

WHEREAS, on December 6, 2018, the Metro Council adopted Ordinance No. 18-1425 which amended Metro Code chapter 7.04 to remove the provision that the CET sunset in 2020, expanded grant program eligibility to allow private entities to apply for grant funds, and implemented additional refinements to four other subsections of the code to more clearly reflect current program policies and facilitate program and CET administration; and

WHEREAS, the Metro Chief Operating Officer (COO) established a 2040 Planning and Development Grant Screening Committee (“Grant Screening Committee”) consisting of nine members with broad expertise in planning and development to provide the COO an assessment of the strength of each grant application in accordance with the criteria set forth in Metro Code Chapter 7.04 and the Administrative Rules; and

WHEREAS, on May 23, 2023, the Metro COO approved revisions to the Administrative Rules in order to create a new grant category for Industrial Land Readiness and establish funding targets for Cycle 11 at \$500,000 for Concept Planning, \$1,250,000 for Equitable Development, \$250,000 for Community Engagement, and \$1,000,000 for Industrial Land Readiness; and

WHEREAS, on August 31, 2023, the Grant Screening Committee Chair submitted the Committee’s recommendations to Metro’s COO identifying the projects they believe best meet the stated program goals and evaluation criteria and therefore merit grant funding; and

WHEREAS, in accordance with Metro Code Chapter 7.04 and the Administrative Rules, the COO reviewed the recommendations of the Grant Screening Committee, and presented to the Metro Council the COO's recommendations for grant funding at a Council Work Session on October 17, 2023; and

WHEREAS, the Metro Council has reviewed the recommendations of the COO, the work done by the Grant Screening Committee, the grant applications, and the draft Intergovernmental Agreements, scopes of work, and schedules of milestones; and

WHEREAS, the Metro Council accepts the COO's recommendation to award funds as outlined in Exhibit A and as recommended by the 2040 Planning and Development Grant Screening Committee; now therefore,

BE IT RESOLVED that the Metro Council hereby:

1. Makes the grant awards for the fiscal year 2023-2024 grant cycle totaling \$1,737,233, as set forth in Exhibit A, attached hereto and incorporated herein, to those grant recipients and for those projects and in the amounts listed in Exhibit A; and
2. Authorizes and directs the Metro COO and staff, and the Office of Metro Attorney, to finalize Intergovernmental Agreements with the grant recipients, which shall set forth milestones and funding disbursement dates that comply with the Metro Code Construction Excise Tax Chapter 7.04, the CET Administrative Rules, this Resolution No. 23-5371 and Exhibit A attached hereto.

ADOPTED by the Metro Council this 25th day of January, 2024.

Lynn Peterson, Council President

Approved as to Form:

Carrie MacLaren, Metro Attorney

EXHIBIT A
RESOLUTION 23-5371
January 2024

2040 Planning & Development Grant Awards

Cycle 11 – January 25, 2024

1.	Housing Authority of Clackamas Co.	Clackamas Heights Redevelopment Plan	\$375,000
2.	Cornelius	Town Center Anti-Displacement Plan	\$198,233
3.	Hillsboro	Calle Diez Equitable Development	\$400,000
4.	Gresham	Wy'East Trail Project	\$60,000*
5.	Tigard	Tigard HOME	\$60,000*
6.	Washington County	Advancing TV Highway EDS	\$100,000
7.	Beaverton	Lombard West Redevelopment	\$500,000
8.	Oregon City	Beavercreek Industrial Land Readiness	\$44,000
Total Award			\$1,737,233

STAFF REPORT FOR COUNCIL WORK SESSION

2040 PLANNING & DEVELOPMENT GRANTS – CYCLE 11 AWARDS

Date: January 2, 2024
Department: Urban Policy & Development
Meeting Date: January 25, 2024

Presenters:
Serah Breakstone, 2040 Grants Program Manager

Prepared by: Serah Breakstone, 2040 Grants Program Manager

Length: 30 minutes

ISSUE STATEMENT

Cycle 11 of the 2040 Planning & Development Grants program launched in May 2023. Metro received 17 applications from ten Metro jurisdictions, which were recommended as finalists by the Grants Screening Committee. That recommendation was accepted by Metro's chief operating officer (COO) and endorsed by Metro Council at a work session held on October 17, 2023.

After Council endorsement, Metro staff worked with grant finalists to develop project scopes, budgets, and draft intergovernmental agreements (IGAs). Of the 17 grants, eight of them have completed that process and are now ready for Council to award the grant through approving a resolution (No. 23-5371).

The remaining grantees are continuing to develop scopes and IGAs; those projects will likely come back to Council for awards in early March.

ACTION REQUESTED

Staff requests that Council consider a vote of approval of Resolution No. 23-5371 to award 2040 Planning and Development Grants to the grantees listed below.

IDENTIFIED POLICY OUTCOMES

The purpose of the 2040 Planning & Development Grants program is to fund planning work in the region that supports Metro's regional vision for growth. The grants are intended to help remove barriers to housing development, support economic prosperity, promote planning that makes land ready for development, and implement Metro's long-term plan for livable and equitable communities, as outlined in the 2040 Growth Concept. Council's award of these 2040 grants will facilitate much-needed planning projects across the region.

STAFF RECOMMENDATIONS

Staff recommends that Council approve Resolution No. 23-5371 to award the 2040 grants identified below.

STRATEGIC CONTEXT & FRAMING COUNCIL DISCUSSION

The following 2040 grant projects have completed the negotiation of project scopes and IGAs with Metro staff and are recommended for award of funding at the identified amounts.

1. Housing Authority of Clackamas Co.	Clackamas Heights Redevelopment Plan	\$375,000
2. Cornelius	Town Center Anti-Displacement Plan	\$198,233
3. Hillsboro	Calle Diez Equitable Development	\$400,000
4. Gresham	Wy'East Trail Project	\$60,000*
5. Tigard	Tigard HOME	\$60,000*
6. Washington County	Advancing TV Highway EDS	\$100,000
7. Beaverton	Lombard West Redevelopment	\$500,000
8. Oregon City	Beavercreek Industrial Land Readiness	\$44,000
Total Award		\$1,737,233

Projects with an asterisk are recommended for funding at levels higher than what was requested in their grant application. The Gresham Wy'East Trail grant increased by \$5,000 due to additional project needs and consultant costs identified during the scoping process. The Tigard HOME grant increased by \$10,000, also due to additional project needs and consultant costs identified during the scoping process.

The attached packet contains the following information for each grant project listed above:

- Draft IGA
- Grant application
- Scope of work
- Schedule of milestones, deliverables, and payments

**2040 PLANNING AND DEVELOPMENT GRANT
INTERGOVERNMENTAL AGREEMENT
Metro – Housing Authority of Clackamas County
Clackamas Heights Redevelopment**

This 2040 Planning and Development Grant Intergovernmental Agreement (this “Agreement”) is entered into by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland OR, 97232 (“Metro”), and the Housing Authority of Clackamas County, a public corporation organized under ORS Chapter 456, located at 13930 Gain Street, Oregon City, OR, 97045 (“HACC”). Metro and HACC may be jointly referred to herein as the “Parties” or each, individually as a “Party”.

RECITALS

WHEREAS, Metro has established a Construction Excise Tax (“CET”), Metro Code Chapter 7.04, which imposes an excise tax throughout the Metro regional jurisdiction to fund regional and local planning that is required to make land ready for development after inclusion in the Urban Growth Boundary; and

WHEREAS, the CET is collected by local jurisdictions when issuing building permits, and is remitted to Metro pursuant to Intergovernmental Agreements to Collect and Remit Tax entered into separately between Metro and the local collecting jurisdictions; and

WHEREAS, HACC has submitted a 2040 Planning and Development Grant Request application attached hereto as **Exhibit A** and incorporated herein (the “Grant Request”) for the Clackamas Heights Redevelopment Project (the “Project”); and

WHEREAS, Metro has agreed to provide 2040 Planning and Development Grant Funds to HACC for the Project in the amount of \$375,000 subject to the terms and conditions set forth herein (the “Grant Funds”), and the Parties wish to set forth the timing, procedures, and conditions for receiving the Grant Funds from existing CET funds for the Project.

AGREEMENT

NOW THEREFORE, the Parties hereto agree as follows:

1. **Metro Grant Award.** Metro shall provide the Grant Funds to HACC for the Project as approved by the Metro Council in Resolution 23-5371 and as described in the Grant Request, subject to the terms and conditions specified in this Agreement.
2. **Project Management and Coordination.** The Parties have appointed the staff identified below to act as their respective project managers (each a “Project Manager” and collectively “Project Managers”) with the authority and responsibility described in this Agreement:

For HACC:	Devin Ellin, Director of Housing Development Housing Authority of Clackamas County 971-227-0472 dellin@clackamas.us
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For Metro: Jon Williams, Principal Development Project Manager
Metro
971-409-2075
Jonathan.Williams@oregonmetro.gov

Metro and HACC may each designate an additional or replacement Project Manager by providing written notice to the other party.

3. Mutual Obligations of both HACC and Metro. The Parties and their respective Project Managers will collaborate to oversee the successful implementation of the Project as follows:

- (a) Selection of Consultants. For consultants selected after execution of this contract, the Project Managers will work together to identify consultants best qualified to perform the Scope of Work, attached hereto as **Exhibit B**. The Project Managers and any additional reviewers selected by the Parties will jointly review proposals from consultants and select a mutually agreeable consultant team to perform the work required to successfully complete the Project.
- (b) Schedule of Milestones. The Parties have agreed to a preliminary schedule of milestones for completion of the Project, which is attached hereto as **Exhibit C** ("Schedule of Milestones"). The Parties agree that their respective Project Managers may prepare a revised schedule of Milestones that will provide more detailed performance timelines for the Project, including specific consultant and/or HACC deliverables for each Milestone, and establishing the amount of Grant Funds to be disbursed by Metro upon satisfactory completion of each Milestone. The Parties agree that once the Milestones are supplemented and revised by the Project Managers in accordance with this subsection, **Exhibit C** shall be automatically amended and the revised Milestones will become final and binding on the Parties unless and until later amended as allowed under paragraph 10 of this Agreement.
- (c) Project Committee(s). The Project Managers will jointly determine the role of the Project steering/technical/advisory committee(s), if any, and the composition of such committees or other bodies. Metro's Project Manager will participate as a member of any such committee.

4. HACC Responsibilities. HACC shall perform the work on the Project described in the Grant Request, and as specified in the Milestones, subject to the terms and conditions specified in this Agreement.

- (a) Use of Grant Funds. HACC shall use the Grant Funds it receives under this Agreement only for the purposes specified in the Grant Request and to achieve the Milestones as set forth in this Agreement. In the event that unforeseen conditions require adjustments to the Project scope, approach, or schedule, HACC shall obtain Metro's prior written approval before implementing any revisions to the Project.
- (b) Consultant Contract(s). After the Project Managers have selected the consultant team and completed a revision of the Milestones as described above in section 3, the County shall enter into a contract(s) with the selected consultant team to complete the work as described in the Milestones as revised. The contract(s) entered into by the County shall reference this agreement and reflect the Scope of Work and the Milestones, as revised.

- (c) Submittal of Grant Deliverables. Within 30 days after completing each of the Milestones, HACC shall submit to Metro all required deliverables for such Milestone, accompanied by an invoice describing in detail its expenditures as needed to satisfy fiscal requirements. Deliverables must be submitted to Metro as outlined in the Milestones, as revised; HACC shall not submit additional deliverables and invoices to Metro for later Milestones until Metro has reviewed and approved all prior deliverables under paragraph 5 of this Agreement.

5. Metro Responsibilities. Metro's funding commitment set forth in this Agreement shall be fulfilled solely through CET funds; no other funds or revenues of Metro shall be used to satisfy or pay any CET grant commitments. Metro shall facilitate successful implementation of the Project and administration of Grant Funds as follows:

- (a) Advisory Role. The Metro Project Manager shall take an active role as part of the Project Advisory Team and at the request of HACC Project Manager will review and comment on draft project documents to communicate any concerns prior to the formal submission of the deliverables for each Milestone.
- (b) Review and Approval of Grant Deliverables. Within 15 days after receiving HACC submittal of deliverables as set forth in the Milestones (as revised), Metro's Project Manager shall review the deliverables and either approve the submittal, or reply with comments and/or requests for further documentation or revisions that may be necessary. The Metro Project Manager shall determine whether the deliverables submitted are satisfactory in meeting the Scope of Work and the applicable Milestones.
- (c) Payment Procedures. Subject to the terms and conditions in this Agreement, Metro shall reimburse HACC for its eligible expenditures for the applicable deliverable as set forth in Revised Exhibit C within 30 days following the Metro Project Manager's approval of deliverables, invoices and supporting documents.

6. Project Records. HACC shall maintain all records and documentation relating to the expenditure of Grant Funds disbursed by Metro under this Agreement, as well as records and documentation relating to the financial match being provided by HACC for the Project. Records and documents described in this section shall be retained by HACC for three years from the date of completion of the Project, expiration of the Agreement or as otherwise required under applicable law, whichever is later. HACC shall provide Metro with such information and documentation as Metro requires for implementation of the grant process. HACC shall establish and maintain books, records, documents, and other evidence in accordance with generally accepted accounting principles, in sufficient detail to permit Metro or its auditor to verify how the Grant Funds were expended, including records demonstrating how HACC matching funds were expended, if applicable.

7. Audits, Inspections and Retention of Records. Metro, together with its auditors and representatives, shall have reasonable access to and the right to examine all HACC records with respect to all matters covered by this Agreement during normal business hours upon three business days' prior written notice to HACC. The representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, time sheets, accounting records, and other materials pertaining to costs incurred in connection with the Project shall be retained by HACC and all of their contractors for three years from the date of completion of the Project, or expiration of the Agreement, whichever is later, to facilitate any audits or inspection.

8. Term. Unless otherwise terminated under paragraph 9, this Agreement shall be effective on the last date it is executed by the parties below, and shall be in effect until all Milestones and deliverables have been completed, all required documentation has been delivered, and all payments have been made as set forth in the Milestones, as revised.

9. Termination. Metro may terminate this Agreement and cancel any remaining Grant Fund payments upon a finding by the Metro Chief Operating Officer that HACC has abandoned its work on the Project or is otherwise not satisfying its obligations under this Agreement regarding the requirements of the grant.

10. Amendment. This Agreement may be amended only by mutual written agreement of the Parties.

11. Other Agreements. This Agreement does not affect or alter any other agreements between Metro and HACC.

12. Waiver. The Parties hereby waive and release one another for and from any and all claims, liabilities, or damages of any kind relating to this Agreement or the Grant Funds.

13. Authority. HACC and Metro each warrant and represent that each has the full power and authority to enter into and perform this Agreement in accordance with its terms; that all requisite action has been taken by HACC and Metro to authorize the execution of this Agreement; and that the persons signing this Agreement have full power and authority to sign for HACC and Metro, respectively.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute a single document. Electronic signatures, as well as copies of signatures sent by facsimile or electronic transmission, shall be deemed original signatures for all purposes and shall be binding on the Parties.

[Signature Page Follows]

METRO

By: _____
Marissa Madrigal
Chief Operating Officer

Date: _____

Approved as to Form:

By: _____
Carrie MacLaren
Metro Attorney

Date: _____

Attachments:

Exhibit A – Grant Request

Exhibit B – Request for Proposals and Consultant Scope of Work

Exhibit C – Schedule of Milestones

HOUSING AUTHORITY OF CLACKAMAS COUNTY

By: _____
Housing Authority Board Chair

Date: _____

Approved as to Form:

By: _____
Andrew Naylor
Assistant County Counsel

Date: _____

08/10/2023

BCC Agenda Date/Item: 20230810 I.A

Housing Authority Board of Commissioners
Clackamas County

Approval to apply for a 2040 Planning & Development Grant and provide a letter in support of the Clackamas Heights Redevelopment project and 2040 Grant application. Total value is \$375,000.00 to expend over 24 months. Funding is through Metro's Construction Excise Tax. No County General Funds involved.

Previous Board Action/Review	0316/203 – HACC Annual Plan 03/02/2023 – Development Update Memo 03/09/2022 - Policy Session: "Repositioning Public Housing"		
Performance Clackamas	This funding aligns with the County's strategic priority to ensure safe, healthy, and secure communities by increasing the inventory of affordable housing units in Clackamas County.		
Counsel Review	No	Procurement Review	No
Contact Person	Devin Ellin, Director of Housing Development, HACC	Contact Phone	971-227-0472

EXECUTIVE SUMMARY:

The Housing Authority of Clackamas County (HACC) is requesting authorization to apply for the Metro 2040 Planning & Development Grant (Cycle 11) in support of the concept planning for the redevelopment of Clackamas Heights. This funding opportunity will be limited to grants and will not involve any County general funds.

Metro's 2040 Growth Concept Planning & Development grants are significant, multi-year grants that encourage community and stakeholder involvement in the planning process for redevelopment projects like Clackamas Heights. If awarded, these grant funds would support the community engagement and the planning and pre-development phase of the redevelopment project.

The redevelopment of Clackamas Heights aligns with the Housing Authority and the County's Performance Clackamas goal of ensuring safe, healthy and secure communities by replacing 100 units of near-obsolete public housing with 200+ units of newly constructed affordable housing.

If awarded, additional documents will be required to accept the 2040 Planning & Development grant funds, including an intergovernmental grant agreement with Metro.

RECOMMENDATION: Staff recommends that the Board approve HACC's request for approval to apply for a 2040 Planning & Development Grant and provide a letter in support of the Clackamas Heights Redevelopment project and 2040 Grant application.

For Filing Use Only

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook
Director of Health Housing and Human Services

August 8, 2023

Review Committee
2040 Planning and Development Grants
Metro Regional Government
600 NE Grand Ave
Portland, OR 97232

RE: Letter of Support for Clackamas County Proposal: Clackamas Heights Master Plan

Dear Metro 2040 Grants Review Committee,

On behalf of the Board of Commissioners of the Housing Authority of Clackamas County, I am writing in support of the grant proposal submitted by the Housing Authority of Clackamas County to support development planning for the redevelopment of the Clackamas Heights public housing complex in Oregon City.

The Housing Authority of Clackamas County, in partnership with its Resident Advisory Board, is seeking Metro 2040 grant funds to support the development and creation of a Concept Plan for its Clackamas Heights redevelopment project. This project represents an important community investment and planning effort that will help to leverage additional resources for affordable housing development within Clackamas County.

The 2040 grant funds requested will help HACC deliver equitable planning outcomes to ensure that this community investment project benefits historically marginalized communities with the greatest need and meaningfully engages them in the process.

This project represents significant community partnerships, opportunities for engagement in planning efforts, and the strong likelihood of development implementation. Given the merits of the proposal, the Board of Commissioners of the Housing Authority of Clackamas County is pleased to offer its full support for the Clackamas Heights Redevelopment application.



Tootie Smith, Chair Board of Commissioners
of the Housing Authority of Clackamas County

Project: Clackamas Heights Redevelopment 2023

Funds requested: \$375,000

Project purpose, regional impact and equity benefits

1. Describe the proposed project and the specific goals to advance equitable development in your community. Who are the project partners and why is this work a priority? Explain how the project will facilitate or implement community development plans and/or projects that are aligned with the region's 2040 Growth Concept, meaningfully advance racial equity and deliver benefits to historically marginalized populations.

The Clackamas Heights Redevelopment will provide a comprehensive, equity-focused redevelopment strategy for a public housing community that is owned and operated by the Housing Authority of Clackamas County (HACC). Located in Oregon City, Clackamas Heights is home to 212 vulnerable low income residents who would face tremendous hardship finding housing in the private market.

Clackamas Heights includes 100 units of single story, single-family homes and duplexes. Built in 1942, Clackamas Heights is among the oldest public housing in Oregon. The units were originally built as temporary housing for the local workforce and constructed without foundations. Located in Oregon City's Park Place neighborhood and situated on nearly 17 acres, Clackamas Heights presents an incredible opportunity to replace aging infrastructure and increase housing density. HACC's goal is to replace the near-obsolete, low-density housing with new housing that is both durable and sustainable and built at a higher density that will meet the needs of a diverse mix of households and incomes.

Remarkably, 67% of Clackamas Heights residents have lived there for 5 years or more and 40% have lived there 10 or more years. Despite the dilapidated state of the existing housing, many people stay there because they have no other option. HACC understands that redevelopment of the site will be disruptive to the residents but it can no longer provide decent and safe rental housing under Section 9 (Public Housing). Repositioning and redevelopment of the site is the only feasible way for HACC to provide safe and sustainable housing to its residents.

While HACC can't prevent the disruption redevelopment will cause, it hopes to alleviate the worst of it through careful planning and by providing residents and the community the opportunity to shape the redevelopment. By providing opportunities for the community to influence decisions made during the planning process, HACC hopes to ensure that the perspectives of diverse communities—like those residing in and around Clackamas Heights—are more fully represented in planning decisions.

HACC and its partners are dedicated to understanding past and current outreach, participation barriers, and the challenges faced by historically excluded and underrepresented groups. The feedback received will be used to inform not only the design of the community, but future policies and practices that are implemented in order to make the community more successful.

HACC's goal for the project is to develop a viable and equity-centered redevelopment plan, vetted through an extensive community engagement process. In turn, this will create a revitalized and vibrant community that preserves and rebuilds existing affordable housing while creating expanded housing opportunities and options.

HACC will serve as the lead project manager, overseeing and coordinating with the consultant teams, communicating with government and community stakeholders, and convening and supporting

2040 Planning and Development Grant Application | Equitable Development

community meetings. HACC is working with its Resident Advisory Board (RAB) to create a Community Advisory Committee (CAC). The CAC will engage with HACC and the design team in special meetings to provide input, influence design decisions, and develop equity-focused programming that can be incorporated into the redevelopment of Clackamas Heights. These meetings and resulting conversations, voiced by people with lived experiences and diverse backgrounds, will endeavor to improve opportunities, outcomes, and the overall quality of life for historically marginalized households and people of color in the community.

Through a competitive procurement process, HACC selected Bora and PLACE (B+P) to conduct the initial concept planning for the site. An award of Metro 2040 Grant funds will allow HACC to enter into contract with B+P to create a more profound equitable redevelopment plan for the site, as well as to offer meaningful financial stipends in efforts to reduce barriers to those participating.

Together, B+P have completed over 25 housing development plans, including 5,000+ dwelling units ranging from new construction to complex renovations. B+P included the following team and consultants in their proposal: Bora (Architecture + Interiors), PLACE (Landscape Architecture), The Bookin Group (Land Use /Entitlements), Humber Design Group (Civil Engineering), Kittleson + Associates, Inc. (Traffic Engineering), Biohabitats, Inc. (Ecological Consulting, Green Infrastructure), and Cascadia Partners (Community Engagement).

Other community partners and stakeholders include members of the neighborhood and communities surrounding the site, Oregon City elected officials and Community Development staff, the Housing Authority Board of County Commissioners, OHCS, and Metro.

This equitable redevelopment project advances Metro's 2040 Growth Concept by exemplifying the Urban Design component of Neighborhoods. Under this component, Metro acknowledges that most existing neighborhoods will remain the same, though it does also express redevelopment can occur in a way to better utilize vacant land or under-used buildings to achieve a mix of uses and housing types. The project also aligns with several policies of the 2040 Growth Concept: safe and stable neighborhoods for families; compact development that uses land and money efficiently; and housing for people of all incomes in every community. The Clackamas Heights Redevelopment will lead to the redevelopment of an underutilized site and provide increased density, expanded housing options for a range of incomes levels, and enhanced amenities.

Community demographics

2. Provide demographic information including race, ethnicity, age, and income of the neighborhood or community that will be affected by the project. Indicate the data source and describe how the project geography relates to the data provided.

Clackamas Heights (CH) is currently home to 212 residents with an average household size of two people. This is slightly lower than the census tract (CT) 223.01 it is in, which is 2.54 people. Clackamas Heights residents and the population of the larger census tract are similar in that approximately 86% of their populations identified as white.

There are notable distinctions between Clackamas Heights and its overall census tract. The most prominent being the distribution of households. 81% of Clackamas Heights residents have incomes below \$25,000, compared to just 17.2% of the households in the overall census tract. 82% of Clackamas Heights residents are considered extremely low income (0-30% of area median income), 9% very are low

income (31-50% AMI) and 6% are low income (51-80% AMI). Residents of Clackamas Heights have an average annual income of \$17,520, which is significantly lower than the overall median income of \$73,520. This is considerable, especially when 7% of CH residents identify as Black/African American (versus 1% in the 223.01 census tract), 36% are ages 0-17 (compared to 23% of those ages 0-19 in CT 223.01). Through redeveloping Clackamas Heights, these and other vulnerable populations will have greater access to meaningful amenities and resources, a step towards building economic and social capital for themselves and future generations.

According to the Oregon City Housing Needs Analysis (HNA)(December 2021), about 50% of Oregon City's renters are cost burdened. Oregon City is one of the least affordable cities for homeownership in the Portland region, meaning that households at middle and high incomes (between \$74,000 to \$110,000) are less able to afford housing in Oregon City. To accommodate the city's forecasted household growth, Oregon City needs to plan for 7,435 new dwelling units between 2021 and 2041. For context, a household must earn at least \$28.75 per hour to afford a two-bedroom unit in Clackamas County. Before taxes, a full-time job at \$28.75 per hour is an annual salary of \$59,800. A household would need to have income of about \$60,000 (about 65% of MFI) to afford the average asking rent for multifamily housing of nearly \$1,350, plus basic utilities like power, heat, and water.

Team capacity and experience

3. Identify the roles that lead government staff and key project partners will play to implement the project and describe their qualifications and experience. Identify the roles and necessary expertise of any consultants to be hired with grant funds.

Housing Authority of Clackamas County - Project Management

Devin Ellin, *Lead Project Manager* & Bayley Boggess, *Project Manager*

Roles and Experience: Project Managers will coordinate and ensure all deliverables for the Concept Plan; select and coordinate project team meetings; oversee involvement by other Housing Authority departments, including Resident Services and Property Management; organize community engagement process; and serve as liaisons to the public. HACC development staff have over 20 year combined experience developing affordable housing. Devin and Bayley have overseen the development of several Housing Authority projects including Tukwila Spring and the Redevelopment of Hillside Park. HACC declined to utilize the 2040 grant awarded to the Clackamas Heights Redevelopment in 2018 because it did not have sufficient staff capacity at that time. In light of the passing of the Metro Affordable Housing Bond, which designated HACC as the sole implementation partner for Clackamas County, HACC was not comfortable moving forward with both Hillside Park and Clackamas Heights development efforts. With the Metro Housing Bond program well underway and Hillside Park moving into construction next year, HACC is well situated to undertake the Clackamas Heights redevelopment project.

Brawner consulting - Finance and Development Consultants

Jim Brawner, *President*; Zak deGorgue, *Senior Development Manager*; Matt Chantry, *Director of Development*

Roles: Brawner is a national real estate consulting firm with over 25 years of experience specializing in repositioning, acquisition, rehabilitation and development of affordable multifamily housing and HUD properties.

City of Oregon City - Community Development Department

Aquilla Hurd-Ravich, *Director of Community Development*; Jude Thaddaeus, *Assistant Planner*, Josh Wheeler, *Assistant City Engineer*

Roles: To assist with analysis and coordination of development plans and strategies to ensure compliance with City code and policy; ensure that development goals align with affordable housing production and economic development benchmarks for the City; and to participate in technical advisory meetings and assist with neighborhood and stakeholder outreach.

Bora + PLACE - Planning and Design Leads

Bora: Architecture and Interiors - Amy Donohue, AIA, NOMA, LFA, *Principal in Charge*, Leslie Cliffe, AIA, LEED AP, *Project Manager*, Brian Squillace, AIA, LEED AP, *Project Designer* **PLACE:** Landscape Architects - Mauricio Villarreal, PLA, *Landscape Architect*, Paula Barreto, *Landscape Designer*

Roles & Experience: Bora + PLACE and their team of consultants will oversee Concept and Land Use Planning, Architecture and Engineering, Sustainability and Energy Efficiency Integration, Community Needs Assessment and Analysis, and Community Engagement.

Relevant Project Experience: Ellington Apartments Development Plan, Portland Housing Bureau, Portland, OR; Peaceful Villa Redevelopment, Home Forward, Portland, OR; Elmonica Station, REACH CDC, Beaverton, OR; Dartmouth Crossing Phases 1-3, REACH CDC, Portland, OR

Bora + PLACE – consultant team

The Bookin Group - Land Use and Entitlements

Debbie Cleek, *Principal/Senior Planner*; Chris Hageman, PhD, AICP, *Principal/Senior Planner*

Relevant Project Experience: Tukwila Springs, Gladstone, OR; Hillside Park Master Plan, Milwaukie, OR; Marylhurst Commons, Lake Oswego, OR

Humber Design Group - Civil Engineering

David Humber, PE, LEED AP, *Principal in Charge*; Kristian McCombs, PE, *Project Manager*; Camille Morgan, EI, Sr. *Project Designer* **Relevant Project Experience:** Hillside Park Master Plan, Milwaukie, OR

Kittleson & Associates, Inc. - Traffic Engineering

Julia Kuhn, PE, Sr. Principal Engineer

Relevant Project Experience: Kerr Housing, Albertina Kerr, Gresham, OR; Willow Creek Housing, DBG Properties, Hillsboro, OR; Providence Supportive Housing, Medford, OR

Biohabitats, Inc. - Ecological Consulting and Green Infrastructure

Relevant Project Experience: Rose Villa Senior Living, Portland, OR; Aegis Lake-Union Senior Housing Development, Water Infrastructure; Planning + Design, Seattle, WA; Barkley Village Mixed-use Neighborhood Development, Bellingham, WA; Quigley Farm – Green Neighborhood Planning / Wastewater Design, Hailey, ID

Cascadia Partners – Community Engagement and Needs Analysis

Relevant Project Experience: Dartmouth Crossing Feasibility Study, REACH CDC, Tigard, OR; Vance Properties Development Plan, Multnomah County, Gresham, OR; Walnut Park Feasibility Study, Multnomah County, Portland, OR; Fourth Plain Commons, Vancouver Housing Authority, Vancouver, WA

Achievable outcomes

4. What is the extent of the project team’s authority to implement your proposed project, make policy, or commit investments? What governing bodies, organizations or private parties will have to act to ultimately deliver project results and anticipated community benefits? Describe how these influential entities or sponsors will be informed or involved over the course of the project to cultivate their support so that the project outcomes are achieved.

The main government agency stakeholder in the project is the Housing Authority itself, which holds site control and ownership of the Clackamas Heights property. The Housing Authority will be the lead in securing funding for development implementation. It also has the ability to make policy and commit funds.

In 2022, HACC became one of 126 Moving to Work (MTW) public housing authorities nationwide. With this designation, HACC is allowed greater flexibility to create policies that support residents and more flexibility to use and commit funds to increase housing choices for low-income families. In addition, HACC is Clackamas County's Local Implementation Partner for the Metro Affordable Housing Bond program. In its Local Implementation Strategy, HACC committed more than half of its housing bond resources to repositioning its public housing portfolio.

HACC has experience creating public housing redevelopment plans, rezoning public housing sites and receiving entitlements, and working with HUD through the repositioning process. HACC's Hillside Manor public housing development completed a RAD repositioning in 2021 and Hillside Park recently received Section 18 approval from HUD and is on track to break ground on its Phase 1 redevelopment work next year (2024). The success of large scale redevelopment projects like Clackamas Heights hinge on strong partnerships.

HACC's governing body, the Housing Authority Board of County Commissioners, has pledged their support for the project. The Housing Authority Board will have an opportunity to weigh in on the process and the proposed plan, and the Housing Authority will request a Board Resolution to accept the development plan and its recommended development objectives.

The U.S. Department of Housing and Urban Development (HUD) will be the approval body for any decisions that lead to the alteration, demolition or new construction of housing on the property.

The City of Oregon City will be the entity responsible for approval of any land use decisions. City staff from Oregon City's departments of Community Development, Planning, and Public Works will all be involved in the planning process to offer guidance on land use strategy and infrastructure coordination as the preferred design concept is developed.

One of the first priorities of HACC's community outreach plan will be engaging with the surrounding community and neighborhood associations. Other stakeholders involved in delivering the project and anticipated community benefits include HACC's Resident Advisory Board, the CAC, HACC's resident services team, other affiliated service providers, Bora + PLACE and related sub-consultants, HACC's financial and development advisors, the to be selected construction team, Metro, OHCS, and HUD.

HACC will keep these stakeholder and sponsors informed and involved over the course of the project through a variety of methods. These include, but are not limited to, regular progress reports, board updates, stakeholder listening sessions, neighborhood association presentations, a project website, a project listserv, and a dedicated inbox for asking questions related to the Clackamas Heights Redevelopment Project: CHRedevInfo@clackamas.us.

Scope of Work

5. Succinctly outline your approach to the project and the major project elements and deliverables you envision. Provide a bulleted list outline of the components or phases of work, the tasks and partners involved in each phase or element, the key work products and the general timeframe to complete the project.

The creation of a physically and financially viable strategy for the equitable redevelopment of Clackamas Heights will include two major phases with corresponding project deliverables to be completed by consultant teams over the course of a 14 month timeframe. The completed plan will reflect a shared-community vision for redevelopment of the site that incorporates an increased number of housing units and a design concept driven by best practices in community development, sustainability, and community engagement. The specific scope of work for each consultant team includes the following:

Phase #1: *Concept Planning and Financial Feasibility Analysis* (Winter 2023)

The Development and Financial Feasibility Analysis will be conducted by Bora + PLACE and consultants and Brawner Consulting. Deliverables:

- Initial Concept Planning and Financial Analysis - In this initial phase, Bora + PLACE will study the site and meet with the Oregon City planning officials to determine what types of development and density are achievable at the site. Brawner will analyze the options from a financial feasibility perspective.
- Needs Assessment - The needs assessment will be completed by Cascadia Partners in conjunction with the development of the preferred site and design plan. This will be an iterative process involving input and preferences from the Housing Authority, project partners, residents, and the other consultant teams. The assessment will consider and weigh options for unit sizes, design and building types, unit count, site amenities, infrastructure upgrades, and phases of development.
- Preferred Concept Financial Analysis – Once a preferred design concept is identified, Brawner will create an initial cost analysis for the redevelopment. Likely sources of funding will be identified and a phasing schedule recommended.
- Development Sources and Uses – In the final phase of the analysis, Brawner will produce a detailed and viable development sources and uses proforma for the project that is tested against funding constraints and opportunities.

Phase #2: *Architecture and Engineering: Preferred Site Plan and Equitable Development Plan* (Spring 2024 – Spring 2025) The design team (Bora + PLACE will) create a Site Plan for redevelopment of the site Deliverables:

- Site Survey and Assessments - Determination of site boundaries and features, assessment of conditions including residential buildings and infrastructure; preliminary zoning and land use analysis; recommendations for alignment with City of Oregon City's zoning code and comprehensive plan.
- Program Investigation and Preliminary Project Goals - Launch community engagement to explore program goals and development options. Community engagement will include resident and community meetings, design workshops, and include an ongoing feedback loop with the Community Advisory Committee (CAC). Additional outreach and engagement strategies may include: informational fliers, focus groups, surveys, town hall meetings, one-on-one sessions, trained community advocates, and participatory design sessions.
- Design Workshop Conduct community workshops to refine design and development priorities. Success under these community engagement activities will be measured by the diversity and quantity of stakeholder input, the tangible translation of desires into program elements, design principles, spatial arrangements, and phasing plans, as well as the integration of community preferences into the final design concept.
- Develop Preferred Development Plan – Develop a preferred development plan for the site; final identification and recommendation of zoning changes and land use process.

Proposed project budget

6. Use the budget template provided to show the estimated project costs by major phase or component. The budget table should align with the project scope of work and include major tasks or elements identified in question #5. Indicate estimated costs for consultant work as well as other direct project expenses. In the space below, describe the methodology used for estimating project costs, and identify any additional funds (if any) that have been pledged by project partners or other sources.

The estimated costs shown in the budget template are derived from cost estimates received from Bora + PLACE as a result of a competitive selection process. If HACC is awarded a 2040 planning grant from Metro, it will be able to move forward with contracting with Bora + PLACE for the redevelopment planning work. HACC has entered into a contract with Brawner to provide financial and development consulting to support the Housing Authority's repositioning and redevelopment work. Brawner's costs related to the Clackamas Heights Redevelopment are not included in the 2040 grant budget and will be paid for using Housing Authority funds.

While funds have not yet been formally awarded, HACC has approximately \$18 million in Metro Affordable Housing Bonds remaining that are pledged to fund eligible capital costs associated with the repositioning of Housing Authority public housing projects like Clackamas Heights. In addition, HACC staff are working with Clackamas County's Community Development department to secure HOME and CDBG funds to support capital costs for the project. An award of Metro 2040 Planning and Development Grant funds would provide HACC with a crucially important source that can fund planning and pre-development activities which are not eligible for other identified sources.

2040 Planning and Development Grant Application

Proposed project budget | All Application Types

Project Name: Clackamas Heights Redevelopment

Grant Funds Requested: \$375,000

Other funds Pledged: Metro Affordable Housing Bonds (up to \$18 million available)

PROJECT COMPONENT (Phase, element, deliverable, etc.)	CONSULTANT FEES	CBO PARTICIPATION AND/OR COMMUNITY LIAISON	OTHER DIRECT PROJECT COSTS	TOTAL
Technical planning and predevelopment consultant work	\$ 361,000			\$ 361,000
Community Advisory Committee participation stipends		\$ 12,500		\$ 12,500
Community Engagement - materials, printing & translation services			\$ 1,500	\$ 1,500
TOTAL PROJECT BUDGET				\$ 375,000

HACC staff spoke with Serah Breakstone on 8/8/23, regarding the concern that the local government commitment letter from Clackamas County would not be available before the submission deadline, though it would be executed the following week (of 8/14/23). To note, the letter was formally approved during the Board of Clackamas County's Business Meeting on 8/10/23.

Serah confirmed to HACC staff that HACC's 2040 Grants Cycle 11 application (for Clackamas Heights Redevelopment work) could still be submitted while waiting for the application to be formally executed, which will then be submitted promptly.

Following this page is the formal submission packet to the Board of Clackamas County for approval, which was also initially accepted by the Board of Clackamas County at Issues on 8/8/23.

08/10/2023

BCC Agenda Date/Item: _____

Housing Authority Board of Commissioners
Clackamas County

Approval to apply for a 2040 Planning & Development Grant and provide a letter in support of the Clackamas Heights Redevelopment project and 2040 Grant application. Total value is \$375,000.00 to expend over 24 months. Funding is through Metro's Construction Excise Tax. No County General Funds involved.

Previous Board Action/Review	0316/203 – HACC Annual Plan 03/02/2023 – Development Update Memo 03/09/2022 - Policy Session: "Repositioning Public Housing"		
Performance Clackamas	This funding aligns with the County's strategic priority to ensure safe, healthy, and secure communities by increasing the inventory of affordable housing units in Clackamas County.		
Counsel Review	No	Procurement Review	No
Contact Person	Devin Ellin, Director of Housing Development, HACC	Contact Phone	971-227-0472

EXECUTIVE SUMMARY:

The Housing Authority of Clackamas County (HACC) is requesting authorization to apply for the Metro 2040 Planning & Development Grant (Cycle 11) in support of the concept planning for the redevelopment of Clackamas Heights. This funding opportunity will be limited to grants and will not involve any County general funds.

Metro's 2040 Growth Concept Planning & Development grants are significant, multi-year grants that encourage community and stakeholder involvement in the planning process for redevelopment projects like Clackamas Heights. If awarded, these grant funds would support the community engagement and the planning and pre-development phase of the redevelopment project.

The redevelopment of Clackamas Heights aligns with the Housing Authority and the County's Performance Clackamas goal of ensuring safe, healthy and secure communities by replacing 100 units of near-obsolete public housing with 200+ units of newly constructed affordable housing.

If awarded, additional documents will be required to accept the 2040 Planning & Development grant funds, including an intergovernmental grant agreement with Metro.

RECOMMENDATION: Staff recommends that the Board approve HACC's request for approval to apply for a 2040 Planning & Development Grant and provide a letter in support of the Clackamas Heights Redevelopment project and 2040 Grant application.

For Filing Use Only

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook
Director of Health Housing and Human Services

August 8, 2023

Review Committee
2040 Planning and Development Grants
Metro Regional Government
600 NE Grand Ave
Portland, OR 97232

RE: Letter of Support for Clackamas County Proposal: Clackamas Heights Master Plan

Dear Metro 2040 Grants Review Committee,

On behalf of the Board of Commissioners of the Housing Authority of Clackamas County, I am writing in support of the grant proposal submitted by the Housing Authority of Clackamas County to support development planning for the redevelopment of the Clackamas Heights public housing complex in Oregon City.

The Housing Authority of Clackamas County, in partnership with its Resident Advisory Board, is seeking Metro 2040 grant funds to support the development and creation of a Concept Plan for its Clackamas Heights redevelopment project. This project represents an important community investment and planning effort that will help to leverage additional resources for affordable housing development within Clackamas County.

The 2040 grant funds requested will help HACC deliver equitable planning outcomes to ensure that this community investment project benefits historically marginalized communities with the greatest need and meaningfully engages them in the process.

This project represents significant community partnerships, opportunities for engagement in planning efforts, and the strong likelihood of development implementation. Given the merits of the proposal, the Board of Commissioners of the Housing Authority of Clackamas County is pleased to offer its full support for the Clackamas Heights Redevelopment application.

Tootie Smith, Chair Board of Commissioners
of the Housing Authority of Clackamas County

08/11/2023

Metro 2040 P&D Grants Committee
600 NE Grand Avenue
Portland, OR 97232-2736

Dear Metro 2040 Grant Committee,

The Resident Advisory Board (RAB) would like to express its commitment to collaborating with the Housing Authority of Clackamas County (HACC) as it moves forward with the planning and engagement process for the redevelopment of Clackamas Heights. The RAB supports the Housing Authority of Clackamas County's 2040 Equitable Development grant application and its plan to utilize an award of funds to expand access to opportunities to influence decision-making during the planning process. This will help ensure that the perspectives of diverse communities like Clackamas Heights are more fully represented in planning decisions.

The RAB has a long history of providing HACC staff with important and insightful feedback on its Five-Year and Annual Plans. These plans outline the goals, policies, rules, and requirements of the Housing Authority's operations, programs, and services. They inform HUD, families served by HACC, and members of the public of HACC's mission, goals, and objectives for serving the needs of low-income families. RAB members provide input and make recommendations on significant amendments or modifications to HACC's Annual and Five-Year Plans. HACC is committed to encouraging resident participation by providing a safe forum for RAB members to participate and make their comments and perspectives heard.

As HACC's community engagement partner, the RAB will play a key role in shaping the community, ensuring the redevelopment of Clackamas Heights creates a safe and inclusive community where residents can thrive and embrace opportunities for growth and prosperity.

The RAB representative will work with HACC's Director of Housing Development to recruit additional RAB members, current residents, and neighborhood stakeholders to participate in a Community Advisory Committee (CAC). The CAC will engage with HACC and the design team in special meetings to provide input, influence design decisions, and develop equity-focused programming that can be incorporated into the redevelopment of the 16 acre Clackamas Heights community in Oregon City. These meetings and resulting conversations, voiced by people with lived experiences and diverse backgrounds, will endeavor to improve opportunities, outcomes, and the overall quality of life for historically marginalized households and people of color in the community.

HACC will support the CAC by administering financial stipends to participants, providing physical meeting spaces and virtual forums to convene, providing translation services and accessible materials, making staff and design team members available to provide technical information, answer questions, and talk through ideas, and offering other resources, as necessary, to ensure the CAC is informed about the process and comfortably able to share their insights and inspirations for the redevelopment.

Throughout this critical predevelopment planning and community engagement phase, the RAB and HACC's Housing Development staff commit their involvement and accept the responsibility of participating in the redevelopment planning efforts.

The RAB representative and group strongly urges Metro to support HACC as they work to protect, retain, and restore one of the metro area's most vulnerable communities and their homes.

Sincerely,



Devin Ellin (Aug 9, 2023 15:04 EDT)

Devin Ellin

Director of Housing Development, HACC
dellin@clackamas.us



Ann B Leenstra (Aug 9, 2023 11:58 PDT)

Ann Leenstra

Clackamas County Housing Commissioner,
HACC Resident Advisory Board (RAB) Member,
and Section 8 Recipient
pdxgrammaann@gmail.com
ALeenstra@clackamas.us











SIG - RAB support letter_2023.08.11

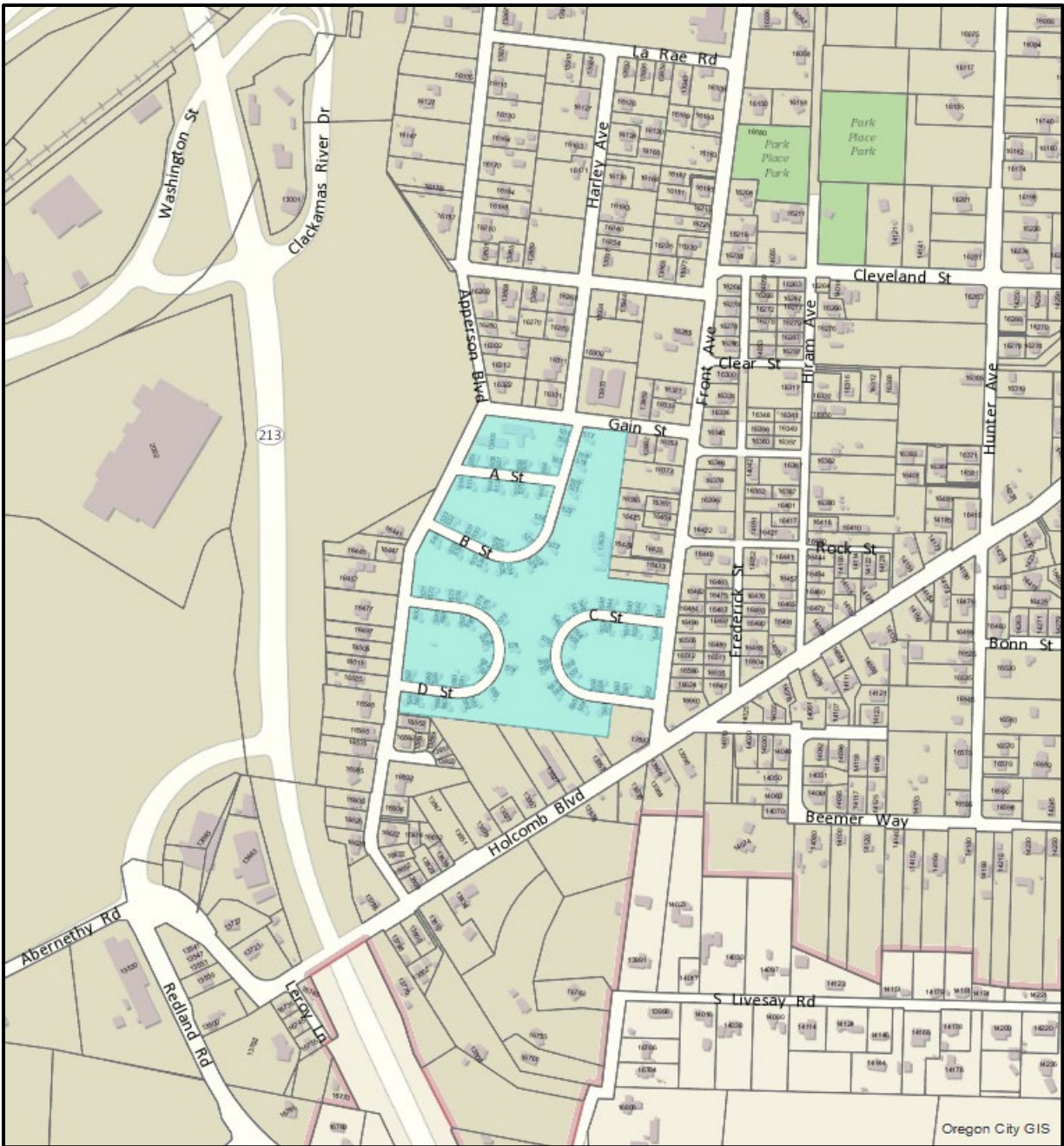
Final Audit Report

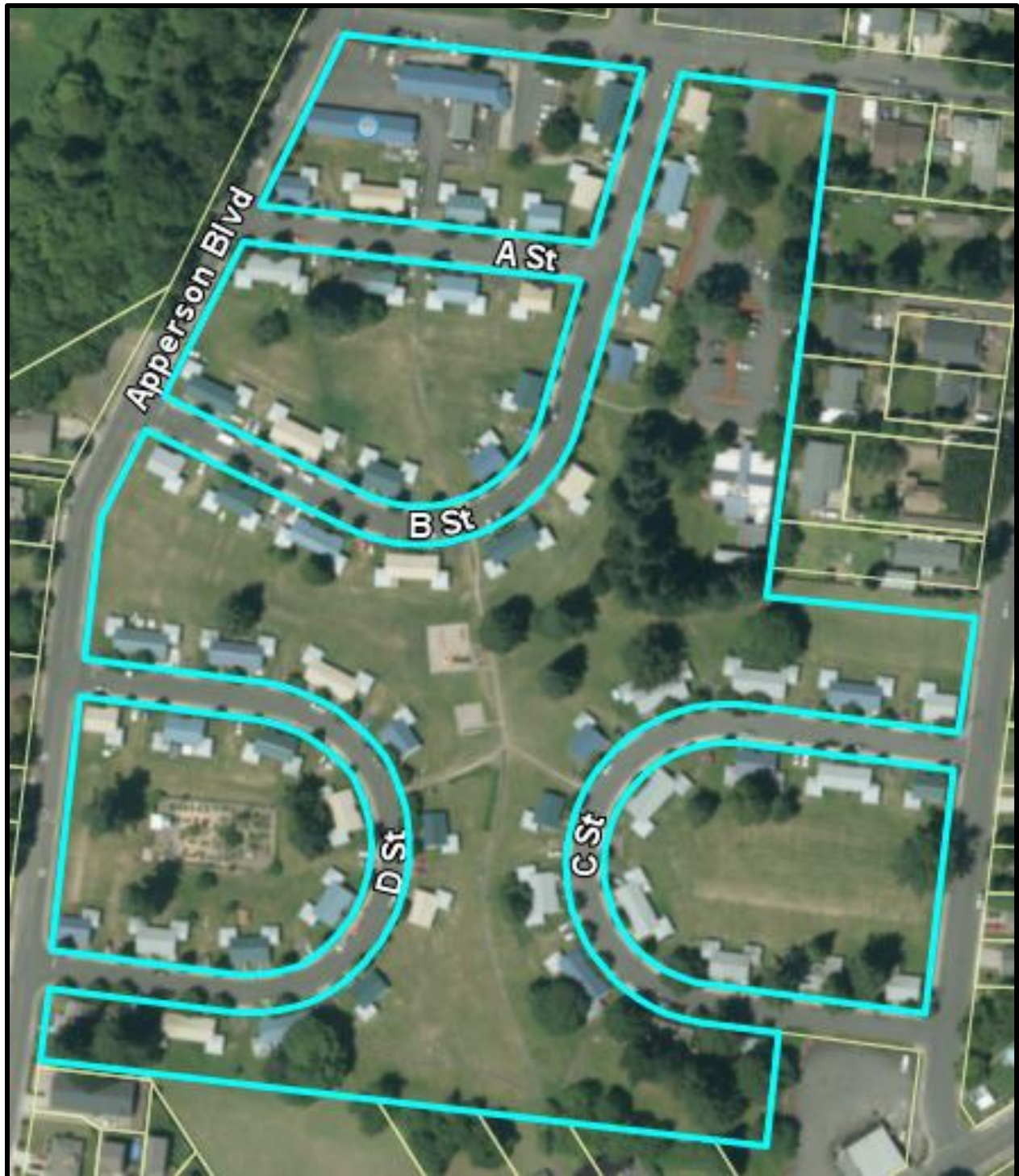
2023-08-09

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By:	Bayley Boggess (BBoggess@clackamas.us)
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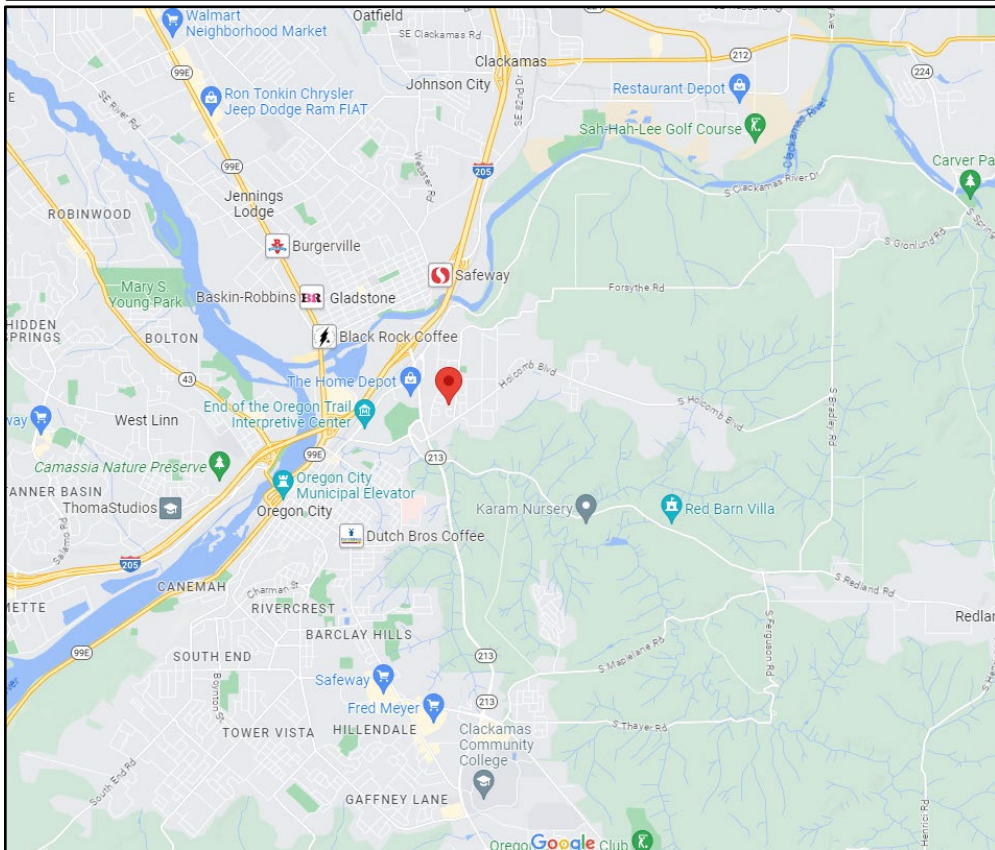
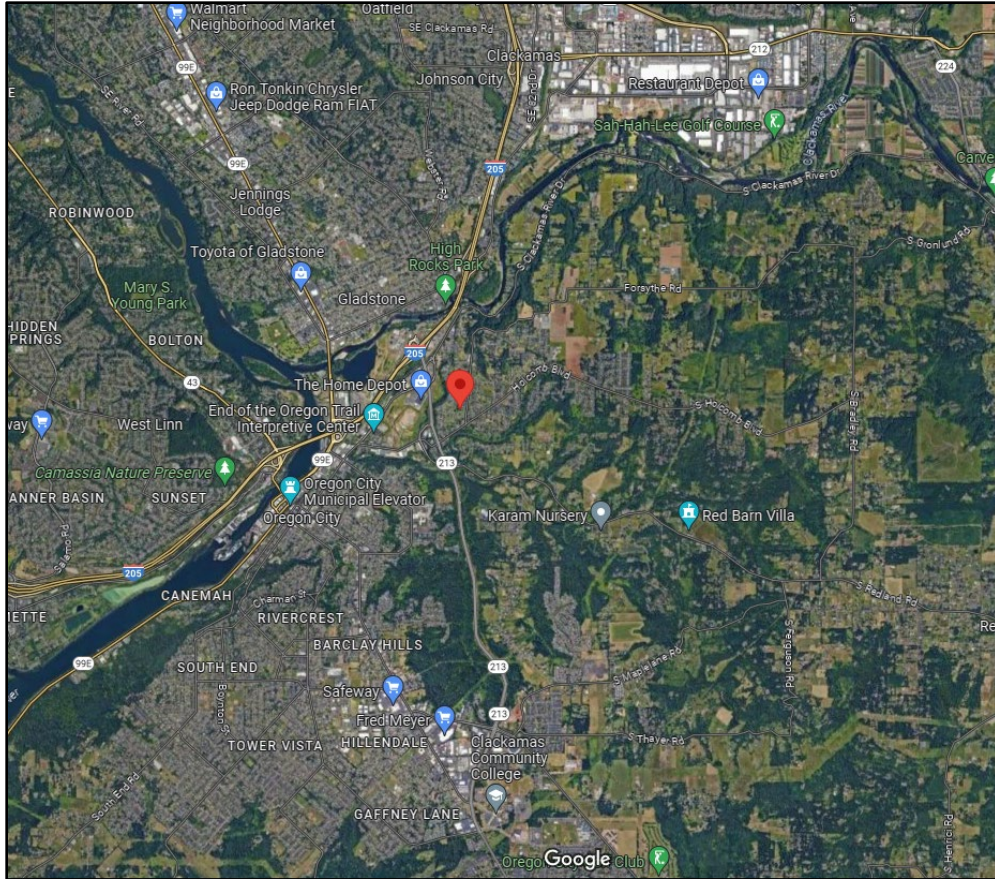
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-  Document created by Bayley Boggess (BBoggess@clackamas.us)
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-  Document emailed to pdxgrammaann@gmail.com for signature
2023-08-09 - 5:38:58 PM GMT
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-  Document e-signed by Ann B Leenstra (pdxgrammaann@gmail.com)
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-  Document emailed to dellin@clackamas.us for signature
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2023-08-09 - 7:03:42 PM GMT- IP address: 172.224.237.32
-  Signer dellin@clackamas.us entered name at signing as Devin Ellin
2023-08-09 - 7:04:23 PM GMT- IP address: 174.193.65.137
-  Document e-signed by Devin Ellin (dellin@clackamas.us)
Signature Date: 2023-08-09 - 7:04:25 PM GMT - Time Source: server- IP address: 174.193.65.137
-  Agreement completed.
2023-08-09 - 7:04:25 PM GMT





Attachment 1 - HACC Clackamas Heights



Distribution by Household Member's Age as a % of Total Household Members ¹											
0 - 5		6 - 17		18 - 50		51 - 61		62 - 82		83+	
Count	%	Count	%	Count	%	Count	%	Count	%	Count	%
13	6%	63	30%	75	35%	25	12%	36	17%	0	0%

Census Tract 223.01 - Distribution by Household Member's Age as a % of Total Household Members (4,414) ²											
0 - 4		5 - 19		20 - 49		50 - 59		60 - 84		85+	
Count	%	Count	%	Count	%	Count	%	Count	%	Count	%
304	7%	700	16%	1,714	39%	724	16%	895	20%	77	2%

Distribution by Length of Stay as a % ¹											
Less than 1 year		1+ to 2 years		2+ to 5 years		5+ to 10 years		10+ to 20 years		Over 20 years	
Count	%	Count	%	Count	%	Count	%	Count	%	Count	%
3	3	5	5	23	23	27	28	22	22	18	18

Clackamas Heights - Distribution by Household Size as a % ¹							Total Household Members and Average Size ¹		
1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	Total Number of Household Members	Average Household Size	Number of Households
39	30	16	11	1	2	1	212	2	98

Distribution by Household Size as a % ²							Total Household Members and Average Size ²		
1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	Total Number of Household Members	Average Household Size	Number of Households
39	30	16	11	1	2	1		2.54	1,732

Clackamas Heights - Distribution of Family Type ¹									
Elderly, No Children, Non-Disabled		Elderly, with Children, Non-Disabled		Non-Elderly, No Children, Non-Disabled		Non-Elderly, with Children, Non-Disabled		Elderly, No Children, Disabled	
Count	%	Count	%	Count	%	Count	%	Count	%
10	10%	1	1%	16	16%	29	30%	17	17%

Clackamas Heights - Distribution of Family Type (cont'd)							
Elderly, with Children, Disabled		Non-Elderly, No Children, Disabled		Non-Elderly, with Children, Disabled		Female Head of Household, with Children	
Count	%	Count	%	Count	%	Count	%
1	1%	18	18%	7	7%	34	35%

¹ HACC YARDI Data for Clackamas Heights 08/2022 – 08/2023² 2021 ACS 5-Year Estimates (U.S. Census Bureau)



Typical apartment unit exterior wall finishes.



Typical bathroom finishes.



Typical roof drain gutters.



Typical apartment unit side elevation.



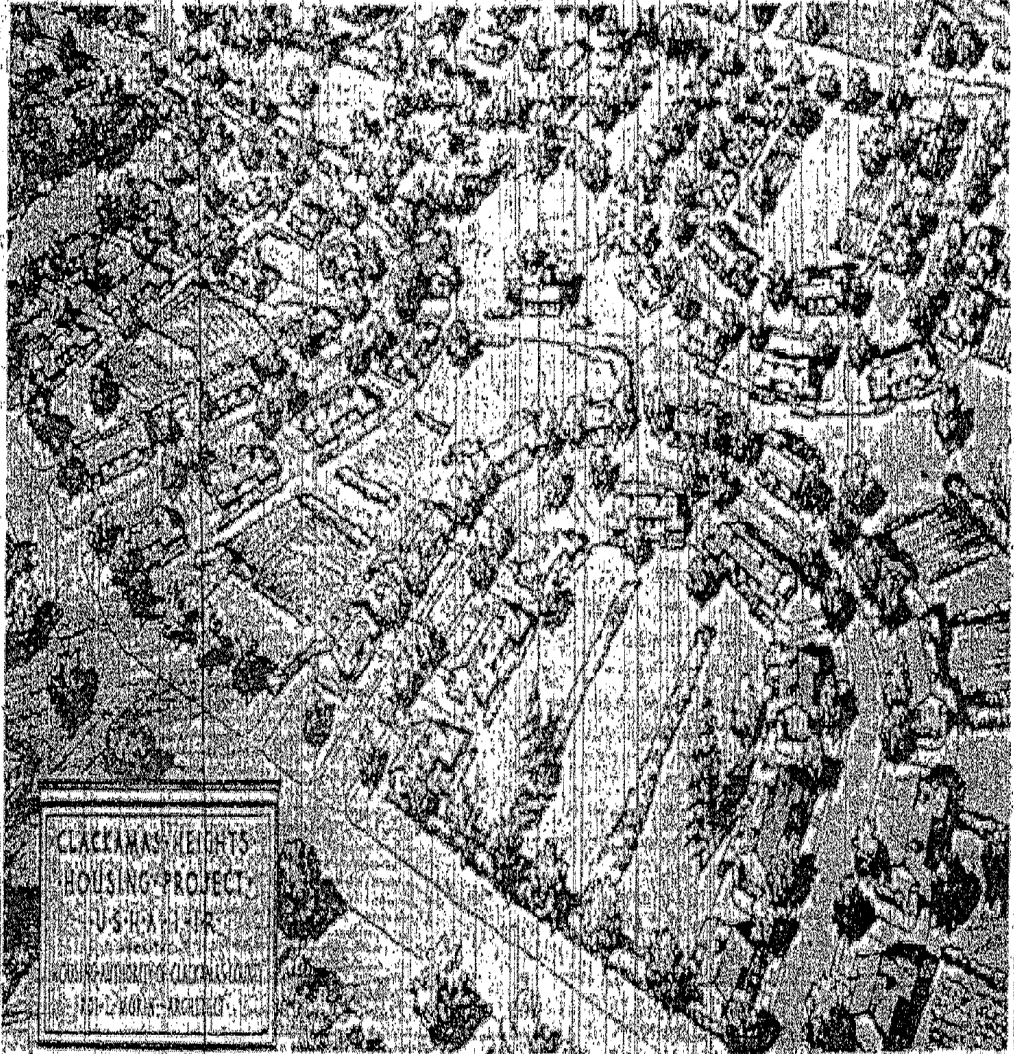
Typical apartment unit range.



Typical walkway.

THE SUNDAY OREGONIAN, PORTLAND, DECEMBER 7, 1941

Bids on \$265,000 Clackamas Heights Housing Project Billed



Bids will be opened at Oregon City December 18 on the proposed new \$265,000 Clackamas Heights housing project, near Oregon City. Pictured here is an artist's drawing of the project, which will provide 300 living units in 68 buildings. The project will be the second launched by the Clackamas county housing authority, the first now being built at Milwaukie by Ross B. Hammond company, Portland. Plans were drawn for both by Roy L. Moore, Portland architect.

Information provided by the Clackamas County Housing Authority

Attachment 1 - HACC Clackamas Heights



REQUEST FOR PROPOSALS #2023-45
Qualifications Based Selection

HOUSING AUTHORITY OF CLACKAMAS COUNTY
for
Planning and Design Services for the Redevelopment of Clackamas Heights
Oregon City, OR 97045



ISSUED: May 1, 2023
PROPOSAL CLOSING DATE, TIME, AND LOCATION

DATE: June 23, 2023; 5:00PM PST

TIME: 2:00 PM, Pacific Time

PLACE: CHRedevInfo@clackamas.us

SCHEDULE

Request for Proposals Issued.....	May 1, 2023
Protest of Specifications Deadline.....	May 8, 2023, 5:00 PM, Pacific Time
Optional Site Visit.....	May 16, 2023, 1:00PM Pacific Time
Deadline to Submit Clarifying Questions.....	June 7, 2023, 5:00 PM, Pacific Time
Issue of Final Addendum (if necessary).....	June 14, 2023
Request for Proposals Closing Date and Time.....	June 23, 2023, 5:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award

TABLE OF CONTENTS

Section 1 – Notice of Request for Proposals
Section 2 – Instructions to Proposers
Section 3 – Scope of Work
Section 4 – Evaluation and Selection Criteria
Section 5 – Proposal Content (Including Proposal Certification)

SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that the Housing Authority of Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **5:00 PM, June 23, 2023** (“Closing”), to provide Planning and Design Services for the Redevelopment of Clackamas Heights Oregon City, OR 97045. No Proposals will be received or considered after that time.

Optional Site Visit: Tuesday, May 16th, 2023 at 1:00pm PST.
Meeting place: 19300 S Gain Street; Oregon City, OR 97045

Location of RFP documents: OregonBuys

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsa/view/login/login.xhtml>, Document No. S-C01010-00006697.

Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from the Authority website: <http://www.clackamas.us/housingauthority/bids.html>.

Submitting Proposals

Proposals will only be accepted electronically, inclusive of all exhibits, via email to CHReDevInfo@clackamas.us

Contact Information

Procurement Process and Technical Questions: CHReDevInfo@clackamas.us

The Housing Authority Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Housing Authority Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor who’s Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

SECTION 2

INSTRUCTIONS TO PROPOSERS

The Housing Authority of Clackamas County (“HACC”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the HACC.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit HACC to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. HACC will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from HACC managers, employees or agents to prospective Proposers shall bind HACC unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: It shall be Proposers responsibility to regularly check <http://www.clackamas.us/housingauthority/bids.html> for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the HACC to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: HACC will name the apparent successful Proposer in a Notice of Intent to Award published on <http://www.clackamas.us/housingauthority/bids.html>. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by email, hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to

be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

HACC will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, HACC may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of HACC.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: HACC reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. HACC may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by HACC), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by HACC.

2.11 Clarification and Clarity: HACC reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: HACC reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by HACC.

2.13 Cancellation: HACC reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. HACC may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At HACC's sole option, Proposers may be required to give an oral presentation of their Proposals to HACC, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by HACC. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of HACC to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. HACC reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between HACC and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other HACC employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: HACC will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the HACC. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of HACC, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: HACC reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion

or fraud. Proposer also certifies that no officer, agent, elected official, or employee of HACC has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from HACC and potentially external representatives. HACC reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by HACC.

2.27 Best and Final Offer: HACC may request best and final offers from those Proposers determined by HACC to be reasonably viable for contract award. However, HACC reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, HACC may select for final contract negotiations/execution the offers that are most advantageous to HACC, considering cost and the evaluation criteria in this RFP.

2.28 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

SECTION 3

SCOPE OF WORK

3.1. INTRODUCTION

The Housing Authority of Clackamas County (HACC) requests qualifications from qualified and experienced professionals that can perform the Scope of Work as described below.

As a result of this solicitation, HACC intends to award a single contract to the most qualified team (“Design Team”) to provide planning and design services for the Clackamas Heights Redevelopment in Oregon City, Oregon.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated contact referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

Clackamas County is both a rural and suburban county located on the southeastern edge of Portland, Oregon. Clackamas County, in north central Oregon, is one of the four counties that make up the Portland, Oregon, metropolitan area. Its boundaries extend from the City of Portland to the Mt. Hood National Forest. It is bounded by Multnomah County to the north, Wasco County to the east, Marion County, home of the State capitol, to the south, and Yamhill and Washington counties to the west. Clackamas County is Oregon's third-most populous county with a population of approximately 423,000 people. The County spans nearly 1900 square miles and is roughly equivalent to the size of the state of Delaware.

The eastern half of the County is primarily rural with its main industries in the forest products, agricultural, and tourism sectors. By comparison, the western side of the County is within the regional urban growth boundary (UGB) and is largely suburban with industrial and light commercial transit and commerce corridors.

HACC is a division of the Clackamas County Department of Health, Housing and Human Services and is governed by a Board of Commissioners made up of the Clackamas County Board of Commissioners plus one Housing Authority Resident Commissioner. HACC’s mission is to expand the supply of affordable housing to break the cycle of poverty while improving the quality of life for the entire community. HACC’s portfolio consists of 1224 units including 445 units of public housing.

Project Description

HACC is seeking a Design Team to envision a concept and identify the steps necessary to transform the underutilized 16.5-acre public housing site into a vibrant community that provides stable, affordable housing options within the Oregon City community.

The goal of this Clackamas Heights planning effort is to design a roadmap for redevelopment of the site. HACC would like to replace the existing housing development of 100 units with up to 250 units. The plan will be a comprehensive assessment of the opportunities, constraints, community and resident needs, and design objectives. The success of the planning effort will hinge on a comprehensive and diverse public engagement process designed to solicit feedback from current residents, the surrounding neighborhood, local business, city officials and other stakeholders.

The need for affordable housing in Clackamas County is great. The number of applicants far outpaces the number of available units at any given time. Current residents of the Clackamas Heights community represent historically disenfranchised communities, including low-income Black, Indigenous and People of Color (BIPOC) communities, individuals with disabilities, and seniors. The intention for this project is

to lay the foundation for community revitalization, increased housing density, improved site amenities, and to incorporate meaningful input from public housing residents and other stakeholders.

The city has completed a [Housing Needs Analysis](#) which should be reviewed as part of the planning process.

Property Description

Clackamas Heights is a 16.5-acre campus close to central Oregon City. The property is bounded by the Park Place neighborhood, with Front Avenue to the east, Gain Street to the north, Apperson Boulevard to the west and Holcomb Boulevard to the southeast.

Built in the early 1940's as temporary housing, Clackamas Heights is one of the oldest public housing communities in Oregon. It is composed of 100 single-level, duplex homes, a community building, play area and the offices of the Housing Authority of Clackamas County. Clackamas Heights presents an incredible opportunity for increased housing density in a property situated near the intersection of two major highways (I-205 and 99E), the McLoughlin transportation and employment corridor, and downtown Oregon City.

Financing

HACC intends to use the resulting redevelopment plan to leverage federal, state and local funding, which may include HUD funding, Low Income Housing Tax Credits, state and local funding, and other funding opportunities.

Project Stakeholders

In addition to the Design Team proposed in this RFQ, the Project Stakeholders will be an important part of the Development Team. It is expected that various Project Stakeholders will be brought into the design efforts as appropriate through focus groups, a monthly Planning Committee meeting and regular Stakeholder and Development Team meetings. Project Stakeholders include:

- HACC staff – leading the redevelopment effort as the Project Owner
- Current residents of Clackamas Heights and the surrounding neighborhood
- Oregon City's Planning and Community Development Department
- Neighbors in the surrounding Park Place neighborhood
- HACC's Development and Financial Consultant – providing consultation on development and financial feasibility

3.3. SCOPE OF WORK

3.3.1. Scope:

Overview

The most qualified Design Team will be selected to lead planning and engagement efforts and provide design expertise based on the specific scope of services outlined in *Section II Part C – Work Scope*.

The Design Team must exhibit strong qualifications, experience, expertise and the ability to provide the professional services required to meet the project's scope. This redevelopment project will be a multi-year project that will include several phases of work. The first two phases are outlined below. Subsequent phases will be defined as the project progresses.

Phase 1

- Conduct a community engagement process to identify need and inform design
- Recommend a redevelopment concept that best meets HACC and community needs
- Identify necessary changes to infrastructure and roads
- Outline land use requirements and approval process

Based on the community engagement and design recommendations identified in Phase 1, HACC may engage the selected Design Team to complete Phase 2. The scope of work for Phase 2 will largely depend on decisions made in Phase 1 but may include, but is not limited to, the following;

Phase 2

- Redevelopment plan and/or master plan for the site
- Land use approvals and entitlements process
- Community engagement
- Infrastructure planning- including stormwater, roads, and utilities
- Traffic impact analysis
- Sustainability planning

Design Team

The successful Design Team, either through in-house or sub-consultants, shall provide HACC with professional services that may include, but is not limited to, the following areas:

- Land Use
- Architecture
- Civil Engineering
- Landscape Design
- Traffic Impact
- Public Engagement
- Sustainability

Work Scope

HACC is looking for qualified and experienced professionals to prepare a redevelopment concept for Clackamas Heights. This includes but is not limited to the following:

I. Public Engagement

Public engagement may involve resident and community focus groups, design workshops, coordination with planning and stakeholder committees, as well as regular Development Team meetings. Additional outreach and engagement strategies may be utilized including online or in person surveys and interviews with key stakeholders. Success for these activities will be measured by the frequency and variety of engagement opportunities, the diversity and quantity of stakeholder input and the integration of community preferences into the final design.

- a. Assist HACC with the design and outreach for the public engagement efforts.
- b. Conduct public outreach efforts to identify the community's needs and solicit specific pieces of feedback. Obtain input from Project Stakeholders as well as the public-at-large to identify program goals and development opportunities.
- c. Reach out to existing residents and potential future user groups to identify preferences for housing, type, design features, meaningful sustainability efforts, amenities that promote healthy living and site planning options that enhance community connectivity.
- d. Evaluate feedback, test feasibility, and incorporate input as appropriate into design.

II. Design Concept

The proposed redevelopment concept should be a reflection of community needs that improves sustainability and livability on the existing Clackamas Heights site. The public input process will inform the resulting final design concept whose design should be inspirational as well as viable.

- a. Conduct site evaluation studies of existing property, including infrastructure, existing buildings, and site amenities. Review nearby existing uses and opportunities.
- b. Conduct a zoning analysis and make recommendations, including the opportunities and constraints of pursuing a master planning process in order to develop multi-family housing or pursuing a cottage cluster model.
- c. Consider and evaluate options for building uses, unit sizes and counts, building types, site amenities, infrastructure upgrades and phases of development. Make recommendations based on current needs and anticipated future trends.
- d. Develop a project goal statement and development program based on community engagement efforts, HACC goals, and coordination with Oregon City's planning staff.
- e. Prepare concept design options illustrating project goals and development program. Identify potential opportunities and constraints for each option for public review.
- f. Coordinate and conduct community design workshops to refine design and development priorities.
- g. Refine preferred concept design into a site plan with targeted development goals. Identify zone changes and infrastructure improvements necessary to successfully implement the redevelopment plan.
- h. Prepare a Transportation Impact Study to inform the City of Oregon City's future planning efforts.
- i. Throughout the process, refine and update the design concept based on input received from HACC's financial consultant.
- j. Identify project phases, highlighting infrastructure, site amenities and building improvements, estimated milestones, and project schedule and anticipated timeline.
- k. Develop and evaluate sustainability goals for the property. Explore feasibility of expanding existing community gardens, developing renewable energy sources, installing creative storm water elements, incorporating creative transportation opportunities as well as other sustainability efforts as a part of the design. Evaluate options for sustainable communities and make recommendation on most appropriate strategy.

Minimum Requirements

To be qualified to respond, firms must possess at least five (5) years of recent and relevant experience. Respondents must not be debarred, suspended, or otherwise ineligible to contract with HACC, and must not be included on the General Services Administration's "List of Parties Excluded From Federal Procurement and Non- Procurement Programs" or the Department of Housing and Urban Development's "Limited Denial of Participation" list. In addition, respondents must have current and active registration in the State of Oregon Business Registry. Firms must be licensed (if required by law) based on professional discipline.

Minority Business (MBE) Goals

The firm submitting a proposal shall be aware of the HACC goals of consistency with Presidential Executive Orders 11625, 12138 and 12432 and Section 3 of the HUD Act of 1968.

The HACC goal is to make efforts to ensure that small and minority-owned business, women's business enterprises, labor surplus area business, and individuals or firms located in or owned in substantial part by persons residing in the area of a HACC project are used when possible.

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2028**.

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is

required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample **Personal Services Contract** for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- ☐ Article I, Paragraph 5 – Travel and Other Expense is Authorized
- ☐ Article II, Paragraph 28 – Confidentiality
- ☐ Article II, Paragraph 29 – Criminal Background Check Requirements
- ☐ Article II, Paragraph 30 – Key Persons
- ☐ Article II, Paragraph 31 – Cooperative Contracting
- ☐ Article II, Paragraph 32 – Federal Contracting Requirements
- ☐ Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- ☒ Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- ☒ Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- ☒ Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

SECTION 4 EVALUATION PROCEDURE

- 4.1** An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final HACC decision maker based on the highest scoring Proposal. The HACC decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

Category **Points available:**

Submission Requirement (Section III.D)	Points
1. Cover Letter	5
2. Firm Strength & Experience of Team Assigned	15
3. Relevant Project Experience	15
4. Design Concept, Project Understanding, Pricing	40
5. MBE/WBE/DBE Firm and Commitment to Racial Equity	15
6. Clarity and Conciseness of Proposal	10
Total	100

- 4.3** Once a selection has been made, the HACC will enter into contract negotiations. During negotiation, the HACC may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the HACC is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the HACC deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.2. Completed proposal documents must arrive electronically via Email to CHRedevInfo@clackamas.us

5.1.3. HACC reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the HACC deem such information necessary.

5.1.4. Proposal may not exceed a total of **30 pages** (single-sided, 11 point font), inclusive of all exhibits, attachments, title pages, pages separations, table of contents, or other information. Proposal Certification Page will NOT count towards the final page count.

Provide the following information in the order in which it appears below:

5.2. Cover Letter:

Limit letter to a maximum of two (2) pages. Introduce your firm and describe your general philosophy and relevant experience for the contemplated work. The letter must be signed by and include contact information for a person with ownership interest in the company.

5.3. Design Team Description:

- a. Discuss the Lead Firm's history, size and organizational structure. Include names of all persons with ownership interest in the company and their titles/roles. Describe the in-house services Lead Firm will provide for project.
- b. Provide resumes of key personnel for the Lead Firm. Include title and relevant project experience. Identify the Project Manager for the Design Team.
- c. Describe the Consultant Team members by discipline including role on the Design Team and experience with the Lead Firm. Identify staff who will be working on this project and their relevant project experience.

5.3. Relevant Project Experience:

Describe the Lead Firm's recent and relevant project experience on a minimum of three projects that describe the Lead Firm's experience with the following aspects:

- a. Describe previous projects that are similar in scope to the project described. Projects should illustrate your firm's experience on community master planning efforts, especially those that include affordable housing projects.
- b. Identify Consultant Team members who participated in each project.
- c. Provide project examples describing Consultant Team member's relevant experience to complete their assigned role.

5.4. Project Concept and Understanding:

Describe the Lead Firm's understanding of the project and its unique needs. Please identify your firm's (or as appropriate, the Consultant Firm's) approach towards the project components and describe any projects that may involve the following scope:

- a. Public engagement and community design efforts
- b. Projects similar to this RFQ's scope of work
- c. Projected schedule and design budget estimates
- d. Affordable housing, including HUD-funded projects
- e. Public Housing repositioning and redevelopment
- f. Master-planned communities and cottage clusters
- g. Sustainable Building and Community Design

5.5. Diversity in Employment and Contracting

The firm submitting a proposal shall be aware of the HACC goals of consistency with Presidential Executive Orders 11625, 12138 and 12432 and Section 3 of the HUD Act of 1968. The HACC goal is to make efforts to ensure that small and minority-owned business, women's business enterprises, labor surplus area business, and individuals or firms located in or owned in substantial part by persons residing in the area of a HACC project are used when possible.

HACC encourages the use of minority-owned businesses, woman-owned businesses, businesses that service disabled veterans own and emerging small businesses, as defined under State law in ORS Chapter 200 and as certified by the Certification Office of Business Inclusion and Diversity (referred to here as COBID Certified Businesses) to the maximum extent practical.

Indicate whether your proposal includes subcontractors. If your proposal does not include subcontractors, complete Section 1 only. If your proposal does include subcontractors, complete both Section 1 and Section 2. If you are proposing an alternative approach to equity contracting in the scope of the project, please complete Section 3.

Section 1: *To be completed by all proposers*

- **Certification:** Is your firm a COBID Certified Business? If yes, indicate all certification types and your firm's certification number.
- **Demographics:** Describe the diversity in demographics of the proposal team (yourself, your firm and/or any proposed subcontractors). Include race, gender, veteran status and disability. You may also include other measures of diversity, as defined in Section 5 above. Identify the diverse nature of the people that will perform work in substantive roles and percentage of work on this project.
- **Support:** Describe specific examples of how you and/or your firm support workforce diversity within your firm and/or your local community.

Section 2: *To be completed by proposers utilizing subcontractors*

- **Subcontractor Information:** Provide the following information for each subcontractor included in this project team:
 - Firm's name
 - Is the subcontractor a COBID Certified Business? If yes, indicate the state of certification, all certification types and subcontractor's certification number.
 - Method of choosing identified subcontractor
 - Specific scope of work tasks
 - Percentage of project dollars

Section 3: *To be completed by proposers with an alternative approach to Equity Contracting*

- **Description of alternative approach to equity contracting:** Please describe the approach your firm will take to ensure that the Diversity and Equity in employment and contracting goals are achieved within the scope of the project.

5.6. References

Provide (3) references, previous and/or current. References shall include the following information:

- a. Name, title, mailing address and current phone number and email address of contact.

- b. Description of services provided and date the project was completed.

5.7. Lobbying Certificate (see the below form)

5.8. Debarment Certificate (see the below form)

5.9. Form HUD 5369-B: Instructions to Offerors Non-Construction (see the below form)

5.10. Form HUD 5369-A: Representations, Certifications, and Other Statement of Bidders (see the below form)

5.11. Form HUD 5370-C: General Conditions for Non-Construction Contracts

5.12. Completed Proposal Certification (see the below form)

Debarment Certificate
Regarding Ineligible Contractors

**CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT,
SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Lower Tier Participant (potential sub-grantee or sub-recipient under a HUD project, potential third party contractor, or potential subcontractor under a major third party contract) certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower Tier Participant (potential sub-grantee or sub-recipient under a HUD project, potential third party contractor, or potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER A HUD PROJECT, POTENTIAL THIRD PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

CHECK APPROPRIATE BOX:

☐ The undersigned chief legal counsel for _____
hereby certifies that _____ has authority
under State and local law to comply with the subject assurances and that the certification above
has been legally made.

Signature of Participant's Attorney

Date

☐ Bidder or offeror does not have a chief legal counsel




CLACKAMAS HEIGHTS

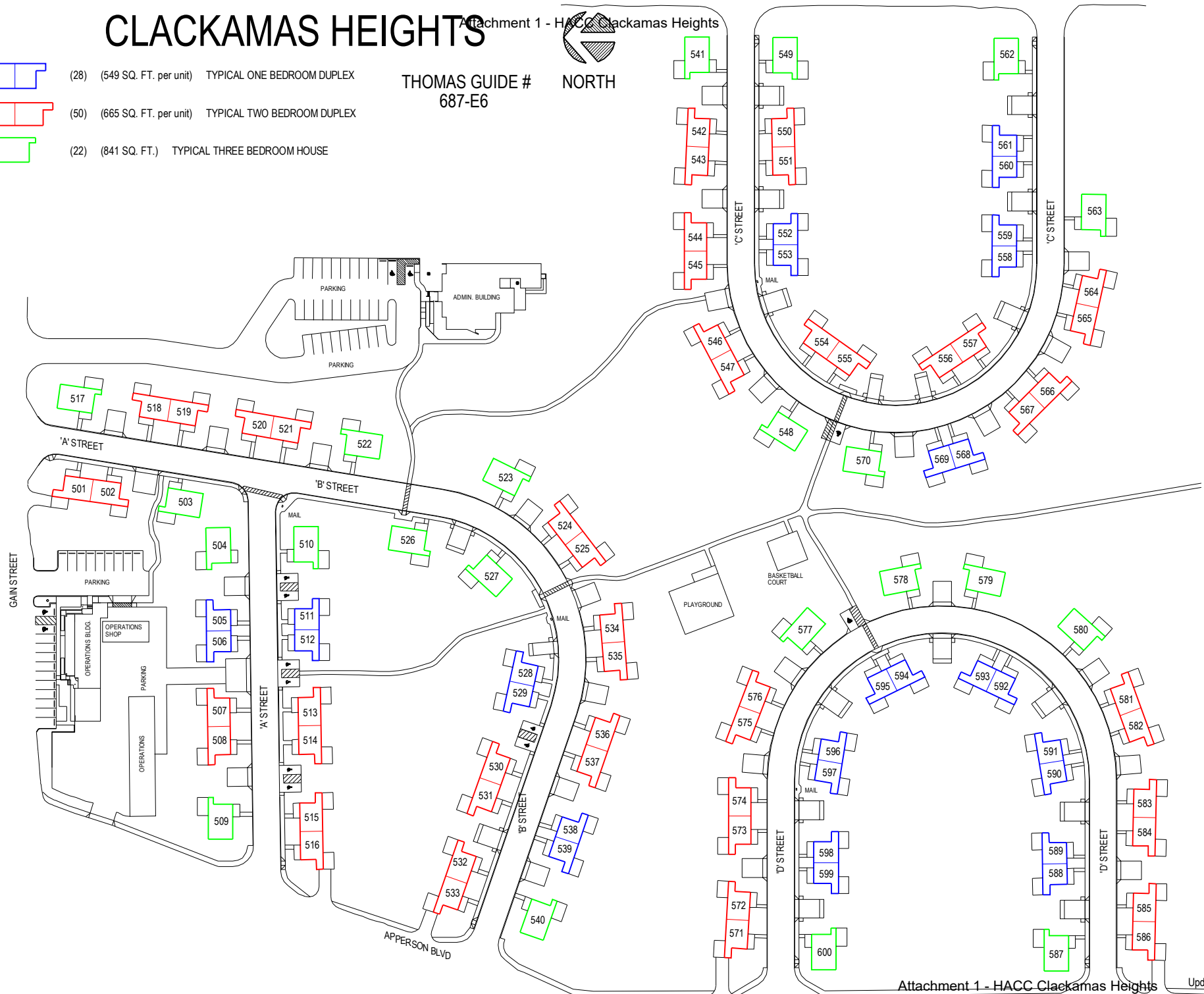
Attachment 1 - HACC Clackamas Heights



NORTH

THOMAS GUIDE #
687-E6

-  (28) (549 SQ. FT. per unit) TYPICAL ONE BEDROOM DUPLEX
-  (50) (665 SQ. FT. per unit) TYPICAL TWO BEDROOM DUPLEX
-  (22) (841 SQ. FT.) TYPICAL THREE BEDROOM HOUSE



Attachment 1 - HACC Clackamas Heights

Updated 03/11

LOCATION:
13930 GAIN STREET,
OREGON CITY, OR 97045

NO.	DATE	REVISION
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TITLE

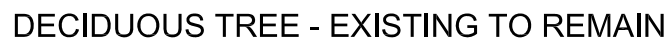
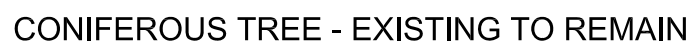
**PROPOSED SITE
PLAN**

Attachment 1 - HACC Clackamas Heights

ORIGINAL SHEET SIZE 22" x 34"



--- CONCEPT DEVELOPMENT
PLAN BOUNDARY



PROPOSED PROGRAM

- RESIDENTIAL UNITS: 250-283
INCLUDES SINGLE FAMILY ATTACHED /
DETACHED, ROWHOUSES AND
MULTI-FAMILY

- COMMUNITY CENTER: INCLUDES ACCESSORY OFFICE (6,000 SF)
- MULTI-FAMILY: INCLUDES ACCESSORY OFFICE (200 SF)

- EARLY CHILDHOOD EDUCATION AND FAMILY WELLNESS CENTER: 14,000 SF

- RETAIL: 2000 SF (NEIGHBORHOOD SERVING)

NOTES:

1. SEE SEPARATE EXHIBIT FOR PROPOSED DEVELOPMENT PHASES AND FUTURE POTENTIAL LAND SUBDIVISIONS. THESE WILL BE FINALIZED IN DETAILED DEVELOPMENT PLAN.

2. THE HOUSING MIX WILL BE FINALIZED IN THE DETAILED DEVELOPMENT PLAN. SEE APPLICATION NARRATIVE FOR DESCRIPTION, TABLE 2.

3. BUILDING FOOTPRINTS ARE DIAGRAMMATIC AS SHOWN AND INDICATE THE OVERALL CONCEPT. ACTUAL FOOTPRINTS FOR EACH BUILDING GROUPING WILL BE FINALIZED IN DETAILED DEVELOPMENT PLAN AND MAY VARY FROM THE CONCEPT PLAN.



SCALE: 1" = 150'-0"

[illegible]

BORA

12/5/2023

Devin Ellin
Housing Authority of Clackamas County
13930 Gain St.
Oregon City, OR 97045

RE: Clackamas Heights Development Study
Fee Proposal

Dear Devin:

Thank you for the opportunity to partner with you on the Clackamas Height Development Study in Oregon City. This proposal outlines our project understanding, the scope of architectural and consultant services, the project schedule, and the compensation for the Clackamas Heights Study. This proposal will be executed via owner's standard work agreement.

PROJECT UNDERSTANDING

Project Site

Located in Oregon City, the development site is 16.5 acres located at Gain St. between Apperson Blvd and Front Ave. The site currently includes 100 affordable housing units and HACC offices with associated storage buildings. Site survey has been provided by the owner.

Project Scope

Design team to assess replacing the existing 100 units with up to 250 new affordable housing units. The HACC offices and storage building functions will be relocated off site.

The existing 'A' Street, 'B' Street, 'C' Street and 'D' Street ROW will all be vacated, and utilities capped. New streets will be developed as part of the planning process per Oregon City requirements. Humber Civil engineers will be assisting in the street design process.

Phase 1 - Study will begin with a layout that complies with cottage cluster requirements which are allowable under current zoning. A community room, playground and community gardens should all be considered in the new development plan. Re-zoning and hybrid options will be reviewed as needed.

Phase 2 - Phase 1 schemes will be the basis of the outreach process which will be pursued in Phase 2. The outreach will be led by the design team and will be integral to the development of the final scheme. Phase 2 scope of work includes a full redevelopment plan including land use approvals and entitlements, infrastructure planning (stormwater, roads and utilities), traffic impact analysis and sustainability planning.

BORA

Sustainability

Climate science tells us that we have about a decade to turn around our carbon economy if we hope to avoid irreversible, devastating, and inequitable effects from climate change. Bora recognizes the important role that buildings play in this calculation and is committed to becoming a carbon neutral practice by 2030. As we address development plans, the focus of the planning is creating resiliency for the community, equity in the design and establishing sustainability goals for the future buildings.

Bora has a long-standing commitment to healthy interior environments, including daylighting, natural ventilation, non-toxic materials, designing for movement, and biophilic design. Many of these aspects can be included with little to no budget impact.

Equity and Outreach

See attached proposal from Cascadia Partners and Metro Scope of Work.

COMPENSATION AND PAYMENT SCHEDULE

The total amount of compensation requested for the services described in this proposal, exclusive of Reimbursable Expenses, shall be a fixed price billed on a percentage complete basis. Proposed schedule is attached.

PHASE:		Phase 1	Needs	Goals	Workshops	Plan	TOTAL	MWESB
Architect								
Bora	Architect	\$27,585	\$20,415	\$14,000	\$14,000	\$68,000	\$144,000	
Consultants								
PLACE	Landscape	\$16,000	\$19,000	\$8,000	\$8,000	\$44,000	\$95,000	23.76%
Humber	Civil	\$2,375	\$9,000	\$0	\$0	\$31,335	\$42,710	
Cascadia	Outreach	\$0	\$9,845	\$39,500	\$18,435	\$14,870	\$82,650	20.67%
Kittelson	Traffic	\$0	\$0	\$10,000	\$0	\$10,000	\$20,000	
Biohabitats	Sustainability	\$0	\$0	\$0	\$8,000	\$0	\$8,000	
Bookin Group	Land Use	\$0	\$0			\$0	\$0	TBD
Consultant Subtotal:		\$18,375	\$37,845	\$57,500	\$34,435	\$100,205	\$248,360	
Mark-Up:	3%	\$551	\$1,135	\$1,725	\$1,033	\$3,006	\$7,451	
Subtotal:		\$46,511	\$59,395	\$73,225	\$49,468	\$171,211	\$399,811	44.43%
Reimbursable Expense:		\$1,300	\$10,000	\$2,000	\$2,000	\$7,700	\$23,000	Includes CAC payments, giftcards and translation
GRAND TOTAL		\$47,811	\$69,395	\$75,225	\$51,468	\$178,911	\$422,811	

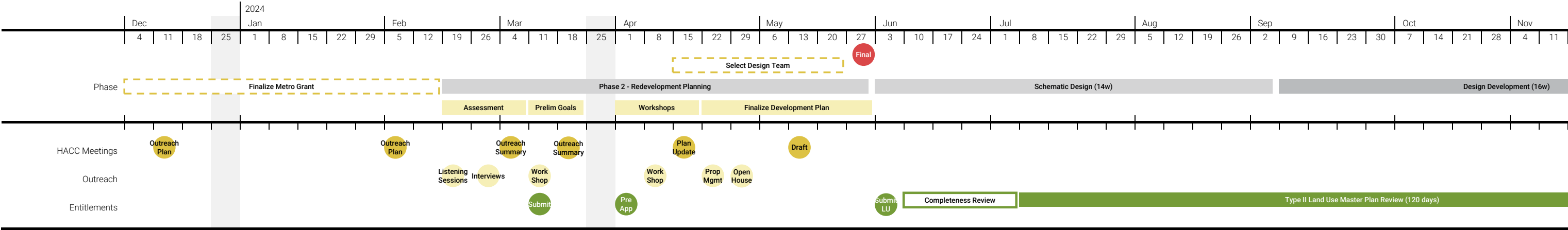
Reimbursable expenses shall be billed at cost with a 5% markup and shall not exceed the limit proposed without written approval from the RACC. Expenses include items such as printings, mileage, and Oregon CAT. Professional renderings are not anticipated in this allowance.

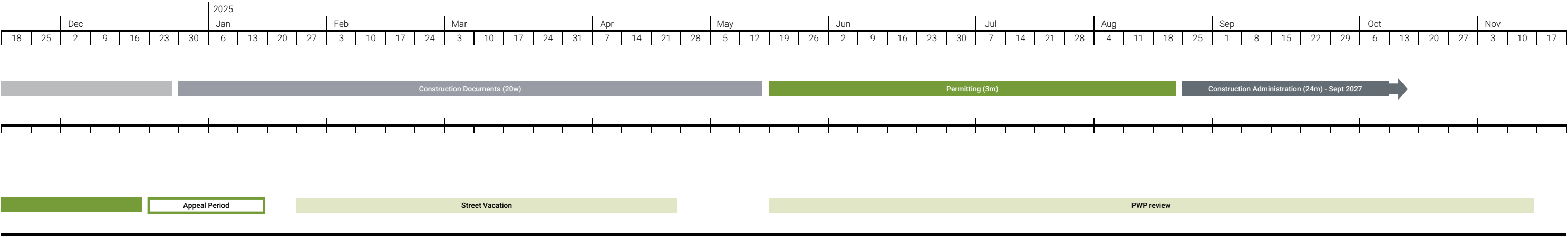
Thank you for the opportunity to submit this proposal letter for your consideration.

Sincerely,

Leslie Cliffe, Associate Principal
Bora Architects Inc.

Clackamas Heights | 30201
Updated December 04, 2023







Clackamas Heights Redevelopment Plan

Proposed Engagement Scope

Task 1: Project Management and Team Meetings

Task 1.1: Project Management

Cascadia Partners will attend project management meetings with HACC and the consultant team to plan and coordinate on key project milestones and deliverables. This also includes an initial meeting with the relocation consultant to coordinate on engagement and communications effort. We will rely on HACC to be a conduit for the relocation consultant to ensure our outreach approach and messaging is aligned with relocation efforts.

Deliverables:

- Attend project management meetings (up to 18)

Task 2: Research and Stakeholder Identification

Task 2.1: Past Engagement Review

In preparation for engagement, Cascadia Partners recommends gathering engagement outcomes and feedback from past and recent HACC projects and reviewing key findings. This will help the team build the engagement approach off of past community feedback and avoid duplication and engagement fatigue. Cascadia Partners will draft a summary presentation of key findings from past engagement.

Task 2.2: Stakeholder Identification & Database Management

The engagement process will prioritize engagement with existing residents at the property and another HACC property near the site. We will also work with HACC and the CAC on building a stakeholder database that identifies other key stakeholders who should be engaged in the process and their anticipated level of involvement including resident services, service providers, neighborhood associations, adjacent neighborhood residents and business owners, and any other priority populations that may have an interest or potential influence.

Deliverables:

- Summary notes of key findings from past engagement
- Stakeholder database

Task 3: Needs Assessment Engagement (Phase 1)

Task 3.1: In-person Listening session

Cascadia Partners proposes conducting up to one (1) listening session with current residents of Clackamas Heights and the other HACC property nearby to understand resident needs and desires for future



redevelopment to inform options for unit sizes, design and building types, unit count, site amenities, infrastructure upgrades, and phases of development. This listening session will also provide an opportunity to recruit members for the CAC. We will develop up to one (1) informational sheet to use for outreach to residents and garner interest. Cascadia Partners will develop a draft and final annotated agenda for the listening session that will act as a run-of-show and outline talking points, staff roles, activities, communications, and material needs.

Task 3.2: Online Listening session

Cascadia Partners proposes conducting up to one (1) online listening session with community partners, neighbors, and the neighborhood association to understand community needs and desires for future redevelopment to inform options for unit sizes, design and building types, unit count, site amenities, infrastructure upgrades, and phases of development. This listening session will also provide an opportunity to recruit members for the CAC. Cascadia Partners will develop a draft and final annotated agenda for the listening session that will act as a run-of-show and outline talking points, staff roles, activities, communications, and material needs.

Task 3.3: One-on-one interviews with resident services coordinators/service providers

We also propose conducting 1-hr interviews with HACC resident services coordinators or service providers (up to 3) to gather feedback and insights about resident needs, challenges, and priorities for a future redevelopment. We will develop an interview plan that will include an agenda, interview questions, and materials.

Task 3.4 : Engagement Summary Presentation

Cascadia Partners will synthesize the feedback results from the listening session and interviews into summary presentation. The presentation will include a summary of the engagement approach and key takeaways from the workshop.

Deliverables:

- Attend and facilitate listening session with current residents of Clackamas Heights (up to 1)
- Attend and facilitate online listening session with community partners, neighbors, and the neighborhood association (up to 1)
- Draft and final annotated agenda for listening sessions (up to 2)
- Project information sheet (up to 1)
- 1-hr Interviews with resident services coordinators or service providers (up to 3)
- Draft and final interview plan and materials (up to 1)
- Summary presentation of listening sessions and interviews

Task 4: Program Investigation and Preliminary Project Goals Engagement (Phase 2)

We understand that the engagement objective of this Phase 2 deliverable is to gather feedback on initial program goals and development options based on the Preferred Concept Financial Analysis in Phase 1.



This will help set the parameters for what is on and off the table for future redevelopment with community stakeholders so they can provide informed feedback on desired programs and development.

Task 4.1: CAC Meeting 1 - Vision Workshop

We propose a kickoff meeting for the CAC to learn more about the redevelopment project and cottage cluster model, clarify their roles as a CAC member, set expectations about what is and is not possible on the site, and provide an opportunity for the CAC to weigh in on a vision for redevelopment. We will vet our approach for the Community Vision Workshop and refine the workshop approach as needed. We will rely on the design team to provide workshop materials.

Cascadia Partners will prepare a draft and final agenda, facilitate a 2-hour workshop with the CAC. Cascadia Partners will provide meeting notes and feedback summaries after the CAC meeting for HACC and design team review. We will rely on HACC to secure meeting spaces, lead member recruitment of 10-15 members, act as the primary point of contact for CAC members, and support with coordinating compensation for CAC members. Cascadia Partners will provide recommendations for potential candidates to recruit for the CAC.

Task 4.2: In-person Community Vision Workshop

We propose one in-person community workshop preferably located at Clackamas Heights inviting current residents, resident service coordinators, the CAC and other identified stakeholders to learn more about the redevelopment project and cottage cluster model, set expectations about what is and is not possible on the site and provide an opportunity for stakeholder to weigh in on a vision for redevelopment. Workshop activities could include, but not limited to, interactive mapping exercises, visual preference surveys, live polling, and walking tours. Cascadia Partners will develop a draft and final annotated agenda (or run-of-show), provide facilitation services, and coordinate meeting logistics and accessibility needs (language translation/interpretation, food/beverages, and childcare). We will rely on the design team to provide workshop materials including drawings, illustrations, graphics, and concept narratives.

Task 4.3: Community Survey

We propose creating a community survey to allow HACC residents who are unable to attend the workshop to weigh in. The surveys can also be shared with residents at other HACC developments if appropriate. We will collect demographic information from participants to understand who we are reaching and tabulate responses by different priority populations. Cascadia Partners will provide a summary presentation of outcomes from the community workshop and survey.

Task 4.4: Outreach and Communications Materials

We will develop up to two (2) outreach materials to promote the event and survey such as an event flyer, poster, or postcard. We will coordinate translation of outreach materials with a vendor for up to one language. We will provide materials that are visually compelling, accessible, and easy-to-understand.

Task 4.5: Engagement Summary Presentation



Cascadia Partners will synthesize the feedback results from the workshop and survey into summary presentation. The presentation will include a summary of the engagement approach, activities, results, and key takeaways from the workshop.

Deliverables:

- Attend and facilitate CAC Workshop (up to 1)
- CAC draft and final agendas and meeting summaries (up to 1)
- Attend and facilitate Community Workshop (up to 1)
- Draft and final annotated agenda for Community Workshop (up to 1)
- Up to two (2) draft and one final community survey
- Draft and final outreach materials (up to 2)
- Summary presentation of listening session and interviews

Task 5: Design Workshop (Phase 2)

We understand that the engagement objective of the Design Workshop in Phase 2 is to refine a preferred set of design and development priorities based on feedback from Task 4. This will be an opportunity to report back to residents about what we heard, how it was integrated into a draft preferred development plan, and continue to shape into a final development plan.

Task 5.1: CAC Meeting 2 - Design Workshop

Similar to Task 4, we propose a design meeting for the CAC to confirm what we heard at the first community workshop, learn how community feedback was translated into program elements, design principles, spatial arrangements, and phasing plans, and other community preferences, and further shape and refine a draft development concept. We will vet our approach for the Community Design Workshop and refine the workshop approach as needed. We will rely on the design team to provide workshop materials.

Cascadia Partners will prepare a draft and final agenda, facilitate a 2-hour workshop with the CAC. Cascadia Partners will provide meeting notes and feedback summaries after the CAC meeting for HACC and design team review. We will rely on HACC to secure meeting spaces, coordinate scheduling, act as the primary point of contact for CAC members, and support with coordinating compensation for CAC members.

Task 5.2: In-person Community Design Workshop

Similar to Task 4, we propose one in-person community workshop preferably located at Clackamas Heights inviting current residents, resident service coordinators, the CAC and other identified stakeholders to confirm what we heard at the first community workshop, learn how their feedback was translated into program elements, design principles, spatial arrangements, and phasing plans, and other community preferences, and further shape and refine a draft development concept. Workshop activities could include, but not limited to, interactive mapping exercises, visual preference surveys, and live polling.



Cascadia Partners will develop a draft and final annotated agenda (or run-of-show), provide facilitation services, and coordinate meeting logistics and accessibility needs (language translation/interpretation, food/beverages, and childcare). We will rely on the design team to provide workshop materials including drawings, illustrations, graphics, and concept narratives.

Task 5.3: Community Survey

We propose creating a community survey to allow community members who are unable to attend the workshop to weigh in. The surveys can also be shared with residents at other HACC developments if appropriate. We will collect demographic information from participants to understand who we are reaching and tabulate responses by different priority populations. Cascadia Partners will provide a summary presentation of outcomes from the community workshop and survey.

Task 5.4: Outreach and Communications Materials

We will develop up to two (2) outreach materials to promote the event and survey such as an event flyer, poster, or postcard. We will coordinate translation of outreach materials with a vendor for up to one language. We will provide materials that are visually compelling, accessible, and easy-to-understand.

Task 5.5: Engagement Summary Presentation

Cascadia Partners will synthesize the feedback results from the workshop and survey into summary presentation. The presentation will include a summary of the engagement approach, activities, results, and key takeaways from the workshop.

Deliverables:

- Attend and facilitate Community Workshop (up to 1)
- Draft and final annotated agenda for Community Workshop (up to 1)
- Up to two (2) draft and one final community survey
- Draft and final outreach materials (up to 2)
- Summary presentation of listening session and interviews

Task 6: Preferred Development Plan (Phase 2)

We understand that the engagement objective of the preferred development plan in Phase 2 is to present to the community a final preferred development plan to move forward in the next phase of development. This will be an opportunity to learn how feedback from Task 5 was integrated into a final preferred plan, gather general feedback, and learn more about next steps for redevelopment.

Task 6.1: CAC Meeting 3 - Preferred Development Plan

We propose a pre-Open House meeting with the CAC to reveal the preferred development plan, share how community feedback is reflected in the design concepts and plan, and discuss site programming. We will vet our approach for the Open House and refine the workshop approach as needed. We will rely on the design team to provide meeting materials.



Cascadia Partners will prepare a draft and final agenda, facilitate a meeting with the CAC (up to 2 hours). Cascadia Partners will provide meeting notes and feedback summaries after the CAC meeting for HACC and design team review. We will rely on HACC to secure meeting spaces, coordinate scheduling, act as the primary point of contact for CAC members, and support with coordinating compensation for CAC members.

Task 6.2: In-person Open House

We propose facilitating an in-person community open house for community members and the Neighborhood Association to reveal the preferred development plan and share how community feedback is reflected in the design concepts and plan. This event can be held on site with scheduled walking tours as well. Cascadia Partners will develop a draft and final annotated agenda (or run-of-show), provide facilitation services, coordinate meeting logistics and accessibility needs (language translation/interpretation, food/beverages, and childcare). We will rely on the design team to provide Open House materials including drawings, illustrations, graphics, and concept narratives.

Task 6.3: Online Open House (StoryMap)

To supplement the in-person open house, we propose developing an online open house using ArcGIS StoryMap. This is an online storytelling tool to share information in a dynamic and interactive way and solicit general feedback about the preferred concept. This provides an opportunity to inform and close the loop with current residents and neighboring residents on the project and learn about future plans and next steps for the site.

Task 6.4: Outreach Materials

We will develop up to one (1) outreach materials to promote the event and survey such as an event flyer, poster, or postcard. We will coordinate translation of outreach materials with a vendor for up to one language. We will provide materials that are visually compelling, accessible, and easy-to-understand.

Deliverables:

- Attend and facilitate in-person open house (up to 1)
- Draft and final annotated agenda for open house (up to 1)
- Up to two (2) draft and one final online open house
- Draft and final outreach materials (up to 1)

Proposed Budget

Note: Highlighted tasks indicate newly added tasks and expenses.



Clackamas Heights Redevelopment RFP	Cascadia Partners			Total Hours	Cost
	Principal	Senior Associate	Associate		
Hourly Rate	220	175	155		
Task 1: Project Management	18	18	0	36	\$7,110
Task 1.1: Attend Project Team Meetings	18	18		36	\$7,110
Task 2: Research and Stakeholder Identification	3	3	10	16	\$2,735
Task 2.1: Past Engagement Review	1	1	5	7	\$1,170
Task 2.2: Stakeholder Identification / Database Mgmt	2	2	5	9	\$1,565
Task 3: Needs Assessment Engagement (Phase 1)	23	42	49	114	\$20,005
Task 3.1: In-person Listening session (up to 1)	10	16	20	46	\$8,100
Task 3.2: Online Listening session (up to 1)	8	12	15	35	\$6,185
Task 3.2: One-on-one interviews with resident services coordinators/service providers (up to 3)	3	10	6	19	\$3,340
Task 3.3 : Engagement Summary Presentation	2	4	8	14	\$2,380
Task 4: Program Investigation and Preliminary Project Goals Engagement (Phase 2)	20	34	59	113	\$19,495
Task 4.1: CAC Meeting 1 - Vision Workshop	6	10		16	\$3,070
Task 4.2: In-person Community Vision Workshop	4	10	10	24	\$4,180
Task 4.3: Community Survey	4	10	25	39	\$6,505
Task 4.4: Outreach and Communications Materials (up to 2)	4		16	20	\$3,360
Task 4.5: Engagement Summary Presentation	2	4	8	14	\$2,380
Task 5: Design Workshop (Phase 2)	18	34	55	107	\$18,435
Tasks 5.1: CAC Meeting 2 - Design Workshop	6	10		16	\$3,070
Tasks 5.2: In-person Community Design Workshop	4	10	10	24	\$4,180
Task 5.3: Community Survey	4	10	25	39	\$6,505
Task 5.4: Outreach and Communications Materials (up to 2)	2		12	14	\$2,300
Task 5.5: Engagement Summary Presentation	2	4	8	14	\$2,380
Task 6: Preferred Development Plan (Phase 2)	18	34	32	84	\$14,870
Task 6.1: CAC Meeting 3 - Preferred Development Plan	6	10		16	\$3,070
Task 6.2: In-person Open House	4	8	4	16	\$2,900
Task 6.3: Online Open House (StoryMap)	6	12	20	38	\$6,520
Task 6.4: Outreach and Communications Materials (up to 1)	2	4	8	14	\$2,380
Total	97	162	195	454	\$82,650
Expenses Total					\$10,800
CAC Compensation (\$100/member/per meeting; up to 15 members)					\$4,500
Stakeholder Compensation (three \$50 gift cards for each event x 4)					\$600
Translation/Interpretation (Up to 1 language for 2 Workshops, Open House, Outreach materials, Surveys)					\$5,000
Childcare					\$200
Food/Beverage					\$500
				Grand Total	\$93,450

Project Milestones, Deliverables, and Disbursement of Grant Funds

PROJECT MILESTONE AND SPECIFIED GRANT DELIVERABLES		DATE DUE	PROGRESS PAYMENT
1	Execution of grant agreement a) Complete project documents b) Signed and executed IGA	Feb. 29, 2024	\$0
2	Needs Assessment Engagement a) In-person listening session b) Online listening session c) Service provider interviews d) Documentation and summary of engagement findings and themes	Mar. 8, 2024	\$63,500
3	Program Investigation & Project Goals a) Community Advisory Committee (CAC) roster b) CAC Meeting #1: In-person community vision workshop c) Community survey d) Documentation of engagement and summary presentation	Mar. 22, 2024	\$75,500
4	Design Workshop a) Preliminary site diagrams and design concept alternatives b) CAC Meeting #2: In-person community design workshop c) Community survey d) Documentation of engagement and summary presentation	Apr. 19, 2023	\$56,600
5	Final Development Plan a) Identify preferred development plan option b) CAC Meeting #3: In-person reveal of preferred development plan c) Public in-person open house d) Online open house (StoryMap) e) Final Development Plan (including land use approvals and entitlements, infrastructure plan, traffic impact analysis, and sustainability plan)	Jun. 26, 2024	\$169,400

6	Commission Action for Project Closeout a) Public meeting of the County Counsel to consider accepting and endorsing the Clackamas Heights Redevelopment Plan		\$5,000
7	Grant Completion Documentation a) Final financial report submitted and backup documentation retained on file as appropriate b) Final reporting on grant performance measures submitted and approved by Metro		\$5,000

APPROVED GRANT PROJECT EXPENSE DISTRIBUTION

Changes to the approved expense distribution shown at right must be approved by Metro through an amendment of this Exhibit C.	Consultant Fees	\$353,300
	Direct Expenses	\$21,700
	Contingency reserves	\$ 0
	TOTAL METRO GRANT FUNDS	\$375,000
	TOTAL CLACKAMAS COUNTY FUNDS	\$

**2040 PLANNING AND DEVELOPMENT GRANT
INTERGOVERNMENTAL AGREEMENT
Metro – City of Cornelius
Town Center Anti-Displacement and Anti-Gentrification Plan**

This 2040 Planning and Development Grant Intergovernmental Agreement (this “Agreement”) is entered into by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland OR, 97232 (“Metro”), and the City of Cornelius, an Oregon municipal corporation, located at 1355 N Barlow St, Cornelius, OR 97113 (“City”). Metro and the City may be jointly referred to herein as the “Parties” or each, individually as a “Party”.

RECITALS

WHEREAS, Metro has established a Construction Excise Tax (“CET”), Metro Code Chapter 7.04, which imposes an excise tax throughout the Metro regional jurisdiction to fund regional and local planning that is required to make land ready for development after inclusion in the Urban Growth Boundary; and

WHEREAS, the CET is collected by local jurisdictions when issuing building permits, and is remitted to Metro pursuant to Intergovernmental Agreements to Collect and Remit Tax entered into separately between Metro and the local collecting jurisdictions; and

WHEREAS, the City has submitted a 2040 Planning and Development Grant Request application attached hereto as **Exhibit A** and incorporated herein (the “Grant Request”) for the Town Center Anti-Displacement and Anti-Gentrification Plan (the “Project”); and

WHEREAS, Metro has agreed to provide 2040 Planning and Development Grant Funds to the City for the Project in the amount of \$198,233 subject to the terms and conditions set forth herein (the “Grant Funds”), and the Parties wish to set forth the timing, procedures, and conditions for receiving the Grant Funds from existing CET funds for the Project.

AGREEMENT

NOW THEREFORE, the Parties hereto agree as follows:

1. **Metro Grant Award.** Metro shall provide the Grant Funds to the City for the Project as approved by the Metro Council in Resolution 23-5371 and as described in the Grant Request, subject to the terms and conditions specified in this Agreement.
2. **Project Management and Coordination.** The Parties have appointed the staff identified below to act as their respective project managers (each a “Project Manager” and collectively “Project Managers”) with the authority and responsibility described in this Agreement:

For the City: Barbara Fryer
Community Development Director
barbara.fryer@corneliusor.gov
503-357-9112

For Metro: Jason Nolin, Investment Areas Transportation Planner
Metro
jason.nolin@oregonmetro.gov

Metro and the City may each designate an additional or replacement Project Manager by providing written notice to the other Party.

3. Mutual Obligations of both the City and Metro. The Parties and their respective Project Managers will collaborate to oversee the successful implementation of the Project as follows:

- (a) Selection of Consultants. As a condition precedent to entering this Agreement, Metro and City Project Managers agree that they have worked together to identify consultants best qualified to perform the scope of work described in the consultant procurement documents, attached hereto as **Exhibit B**. The Project Managers and any additional reviewers selected by the Parties will jointly review proposals from consultants and select a mutually agreeable consultant team to perform the work required to successfully complete the Project.
- (b) Schedule of Milestones. The Parties have agreed to a schedule of milestones for completion of the Project, which is attached hereto as **Exhibit C** ("Schedule of Milestones"). After the Project Managers have selected a consultant team as described in subsection 3(a), and this Agreement and any contemplated contract(s) have been executed as required by subsection 4(b), the Parties each expressly delegate authority to their respective Project Managers to prepare a revised Schedule of Milestones that will provide more detailed performance timelines for the Project, including specific consultant and/or City deliverables for each Milestone, and establishing the amount of Grant Funds to be disbursed by Metro upon satisfactory completion of each Milestone. The Parties agree that once the Milestones are supplemented and revised by the Project Managers in accordance with this subsection, **Exhibit C** shall be automatically amended and the revised Milestones will become final and binding on the Parties unless and until later amended as allowed under paragraph 10 of this Agreement.
- (c) Project Committee(s). The Project Managers will jointly determine the role of the Project steering/technical/advisory committee(s), if any, and the composition of such committees or other bodies. Metro's Project Manager will participate as a member of any such committee.

4. City Responsibilities. The City shall perform the work on the Project described in the Grant Request, and as specified in the Milestones, subject to the terms and conditions specified in this Agreement.

- (a) Use of Grant Funds. The City shall use the Grant Funds it receives under this Agreement only for the purposes specified in the Grant Request and to achieve the Milestones as set forth in this Agreement. In the event that unforeseen conditions require adjustments to the Project scope, approach, or schedule, the City shall obtain Metro's prior written approval before implementing any revisions to the Project.
- (b) Consultant Contract(s). Concurrent with the execution of this Agreement, the City shall enter into a contract(s) with the selected consultant team to complete the work as described in the Milestones, as revised. The contract(s) entered into by the City shall reference this Agreement and reflect the Scope of Work and the Milestones, as revised.
- (c) Submittal of Grant Deliverables. Within 30 days after completing each of the Milestones, the City shall submit to Metro all required deliverables for such Milestone, accompanied by an invoice

describing in detail its expenditures as needed to satisfy fiscal requirements. Deliverables must be submitted to Metro as outlined in the Milestones, as revised; the City shall not submit additional deliverables and invoices to Metro for later Milestones until Metro has reviewed and approved all prior deliverables under paragraph 5 of this Agreement.

5. Metro Responsibilities. Metro's funding commitment set forth in this Agreement shall be fulfilled solely through CET funds; no other funds or revenues of Metro shall be used to satisfy or pay any CET grant commitments. Metro shall facilitate successful implementation of the Project and administration of Grant Funds as follows:

- (a) Advisory Role. The Metro Project Manager shall take an active role as part of the Project advisory team and at the request of the City Project Manager will review and comment on draft Project documents to communicate any concerns prior to the formal submission of the deliverables for each Milestone.
- (b) Review and Approval of Grant Deliverables. Within 15 days after receiving the City submittal of deliverables as set forth in the Milestones (as revised), Metro's Project Manager shall review the deliverables and either approve the submittal or reply with comments and/or requests for further documentation or revisions that may be necessary. The Metro Project Manager shall determine whether the deliverables submitted are satisfactory in meeting the Scope of Work and the applicable Milestones.
- (c) Payment Procedures. Subject to the terms and conditions in this Agreement, Metro shall reimburse the City for its eligible expenditures for the applicable deliverable as set forth in revised Exhibit C within 30 days following the Metro Project Manager's approval of deliverables, invoices and supporting documents.

6. Project Records. The City shall maintain all records and documentation relating to the expenditure of Grant Funds disbursed by Metro under this Agreement, as well as records and documentation relating to the financial match being provided by the City for the Project. Records and documents described in this section shall be retained by the City for three years from the date of completion of the Project, expiration of the Agreement or as otherwise required under applicable law, whichever is later. The City shall provide Metro with such information and documentation as Metro requires for implementation of the grant process. The City shall establish and maintain books, records, documents, and other evidence in accordance with generally accepted accounting principles, in sufficient detail to permit Metro or its auditor to verify how the Grant Funds were expended, including records demonstrating how City matching funds were expended.

7. Audits, Inspections and Retention of Records. Metro, together with its auditors and representatives, shall have reasonable access to and the right to examine all City records with respect to all matters covered by this Agreement during normal business hours upon three business days' prior written notice to the City. Except to the extent that such records may be exempt from disclosure or subject to additional disclosure requirements, the representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, time sheets, accounting records, and other materials pertaining to costs incurred in connection with the Project shall be retained by the City and all their contractors for three years from the date of completion of the Project, or expiration of the Agreement, whichever is later, to facilitate any audits or inspection.

8. Term. Unless otherwise terminated under paragraph 9, this Agreement shall be effective on the last date it is executed by the Parties below, and shall be in effect until all Milestones and deliverables have

been completed, all required documentation has been delivered, and all payments have been made as set forth in the Milestones, as revised.

9. Termination. Metro may terminate this Agreement and cancel any remaining Grant Fund payments upon a finding by the Metro Chief Operating Officer that the City has abandoned its work on the Project or is otherwise not satisfying its obligations under this Agreement regarding the requirements of the grant.

10. Amendment. This Agreement may be amended only by mutual written agreement of the Parties.

11. Other Agreements. This Agreement does not affect or alter any other agreements between Metro and the City.

12. Waiver. The Parties hereby waive and release one another for and from any and all claims, liabilities, or damages of any kind relating to this Agreement or the Grant Funds, except for in the case of such Party's negligence, gross negligence, or willful misconduct.

13. Authority. City and Metro each warrant and represent that each has the full power and authority to enter into and perform this Agreement in accordance with its terms; that all requisite action has been taken by the City and Metro to authorize the execution of this Agreement; and that the persons signing this Agreement have full power and authority to sign for the City and Metro, respectively.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute a single document. Electronic signatures, as well as copies of signatures sent by facsimile or electronic transmission, shall be deemed original signatures for all purposes and shall be binding on the Parties.

[Signature Page Follows]

METRO

By: _____
Marissa Madrigal
Chief Operating Officer

Date: _____

Approved as to Form:

By: _____
Carrie MacLaren
Metro Attorney

Date: _____

THE CITY OF CORNELIUS

By: _____
Peter Brandom
City Manager

Date: _____

Approved as to Form:

By: _____
Ashleigh Dougill
City Attorney

Date: _____

Attachments:

Exhibit A – Grant Request

Exhibit B – Request for Proposals (“Section 4 – Scope and Schedule of Work”)

Exhibit C – Schedule of Milestones

2040 Planning and Development Grant Application | Equitable Development

Project: Cornelius Town Center Anti-Displacement and Anti-Gentrification Plan

Funds requested: \$198,233

Project purpose, regional impact and equity benefits

1. Describe the proposed project and the specific goals to advance equitable development in your community. Who are the project partners and why is this work a priority? Explain how the project will facilitate or implement community development plans and/or projects that are aligned with the region's 2040 Growth Concept, meaningfully advance racial equity and deliver benefits to historically marginalized populations.

Cornelius population dynamics have been stable for decades with more than 56% of residents identifying as Hispanic or Latino, households typically averaging more than 3.5 people, and the majority of the population aged 30 or less. However, demographic analysis demonstrates that the Cornelius landscape is changing and gentrification is occurring within the city, bringing in higher-wage earners who tend to have smaller families, which can be seen in the new Laurel Woods, Greystone, Cascadia Gardens, and Council Creek subdivisions. Cornelius recognizes these changing dynamics as an opportunity to reorient City policies and steer redevelopment towards equitable 2040 goals, inclusively organize density centers, support better and safer transit, and meet Climate Friendly and Equitable Development requirements. Ultimately, the goal of the Cornelius Town Center Anti-Displacement and Anti-Gentrification Plan is to support current residents facing marginalization, ensure generational wealth is not lost due to additional development, and to implement long-term equity plans that will better navigate future population growth – ensuring current and future residents have access to the necessary resources to thrive.

In order to gather community input and to increase civic engagement that will inform Cornelius on how to adapt its [Town Center Plan](#) towards a more equitable vision, Unite Oregon was selected as the community based partner to collaborate with on the Anti-Displacement and Anti-Gentrification Plan. For 40 years, Unite Oregon has engaged thousands of community members throughout the state from diverse cultural, ethnic, and religious backgrounds, trained new immigrant and refugee community leaders, produced hundreds of educational events, and mobilized countless newcomer community members to participate in public life and advocate for policies that increase equity. As convener of the [Tualatin Valley \(TV\) Highway Equity Coalition](#) (TEC), Unite Oregon has also engaged with communities in the Cornelius Town Center to gather input about how residents would like to see their surroundings develop. This work that Unite Oregon started through the TV Highway project and the local connections made serve as a springboard for engagement with the City's residents and businesses.

When a property redevelops with a Mixed Use building, financial analysis requires high commercial rents to fund the debt service on the building. Typically, this means that the commercial rents are not low enough to match the needs of the existing businesses in the central core. Alternative methods are needed to ensure that the existing businesses can continue in the central core – such as a community investment trust or cooperative. Rents in most mixed-use developments are higher and achievable only by chains and larger businesses that can sustain lower revenue over a period of time while the business establishes itself in the new location. Competing community objectives to maintain a rural feel with small businesses and regional objectives of increased density clash as corporate chain stores move in and displace entrepreneurs. To combat rents rising above the ability of local entrepreneurs to continue in the City and to ensure that they are not displaced, Cornelius will work collaboratively with Unite Oregon and a Land Use Consultant to explore strategies that the City can implement.

Programs supporting tenants and homeowners in the Core Residential zone of the Town Center could include development assistance for Middle Housing, pre-approved middle housing or accessory dwelling unit plans, a

housing production trust fund, cooperative housing or other means of ensuring that the residents can thrive in Cornelius. Additional potential outcomes could be targets for housing preservation and new residential units within the Town Center by zoning district (Core Residential, Corridor Commercial, and Central Mixed Use). This alignment of the Town Center zones with equity is but the first step. As the city moves to comply with the Oregon Housing Needs Analysis and incorporates the assigned targets for housing at different price points through the City's Housing Production Strategy, staff anticipate a closer look at these three zoning districts to identify additional methods to serve the variety of needed housing at differing price points.

Community demographics

2. Provide demographic information including race, ethnicity, age, and income of the neighborhood or community that will be affected by the project. Indicate the data source and describe how the project geography relates to the data provided. If appropriate, include not only residential data but also relevant information (even if anecdotal) regarding local businesses, employers or commercial districts.

Cornelius consists of 2.34 square miles (1497.6 Acres) and the Town Center is 276 acres (.0043125 square miles) in the downtown core. This site serves not only as a Metro 2040 Center, but also as a Climate Friendly and Equitable Community compliant with OAR 660-012. A couplet, Adair and Baseline Streets bisect the downtown core where the City's only bus route, TriMet Line 57, connects east to Portland and west to Forest Grove.

In 2019 when the Town Center Plan was adopted, the U.S. census listed the Cornelius 2017 population as 12,492 residents and the Portland State University (PSU) Population Research Center estimated the population at 12,000. Today, the PSU Population Research Center lists Cornelius's population at 14,398. The City's population has consistently reported in the Census at more than 50% Latino, a demographic group typically having larger-than-average family sizes and more multi-generational households. While the Census identifies Washington County's persons per household from 2017-2021 remained at 2.61, Cornelius households reported at 3.06, a decrease from 2010s report of 3.51. This drop in household size communicates rapidly changing demographics in Cornelius as does income. In 2019, the median household income according to the City's Economic Opportunities Analysis, was \$30,000. According to the data in the Town Center Plan, over 62% of households had three or more people and the average age was 30.6 years. While current Census data shows that 2021 median household income was at \$72,917, 8% of families in Cornelius live in poverty. Current Census data continues to show that Cornelius is a relatively young city with the median age of 37.4 years. Over half (52.2%) of the population is female, according to the Census. Impressively, the Census notes that over 74% of Cornelius households continue to be owner-occupied. Since 2019, nine subdivisions have been constructed and occupied resulting in 974 new homes with residents. This also communicates the significant change of demographics in the City. An additional 300 homes are planned in approved subdivisions, 113 affordable apartment units and 346 market rate apartment units. If the 749 new units slated to come on line in the next four years contain 3.06 persons per household we could have almost 3,000 new residents, about a 20% population increase.

Team capacity and experience

3. Identify the roles that lead government staff and key project partners will play to implement the project and describe their qualifications and experience. Identify the roles and necessary expertise of any consultants to be hired with grant funds.

The project lead government staff is Cornelius Community Development Director Barbara Fryer. She has over 28 years of experience in Planning and Economic Development and has both her AICP and Masters in Real Estate Development. This combination makes her uniquely capable of understanding the financial realities of redevelopment and the fiscal realities of existing homeowners and businesses. She also understands how regulations can potentially stimulate or discourage development due to the increased costs to the developer.

The Unite Oregon Washington County Chapter team will partner with the City of Cornelius, building off of the community engagement work already conducted through the Tualatin Valley Highway Equity Coalition (TEC). By gathering extensive community feedback, the TEC drafted the Equitable Development Strategy which includes qualitative data on Cornelius residents' needs and desires in terms of infrastructure and public space improvements. From the relationships developed through this process, Unite Oregon is in the unique position to solicit continued community participation either through the proposed community ambassador program and through educational workshops. Furthermore, Unite Oregon will collaborate with the City, the project consultant, and other decision-making partners to further develop anti-displacement strategies. This partner has extensive experience exploring municipal options for anti-displacement through its work convening the Southwest Corridor Equity Coalition (SWEC) which advocates for the residents of the Southwest Corridor to have access to the opportunities that the light rail project will bring and concurrently address the impacts associated with this major infrastructure investment. Additionally, Unite Oregon houses the Director of the Anti-Displacement PDX (ADPDX) Coalition and is an active partner of the 82nd Avenue Coalition. The expertise, relationships, and experience gained from participation in these groups makes Unite Oregon an impactful partner in developing equitable agreements between developers, a municipality, and affected communities.

A Land Use Consultant will be contracted to assist in the project. Their primary role will be to research anti-gentrification and anti-displacement strategies that have worked nationwide and assist Unite Oregon and the City and to help determine what will work best in Cornelius.

Achievable outcomes

4. What is the extent of the project team's authority to implement your proposed project, make policy, or commit investments? What governing bodies, organizations or private parties will have to act to ultimately deliver project results and anticipated community benefits? Describe how these influential entities or sponsors will be informed or involved over the course of the project to cultivate their support so that the project outcomes are achieved.

The project team's authority is to recommend policy changes to the Cornelius City Council and it is the City of Council's responsibility to act in the best interest of the City. While this is the case, the Cornelius City Council has instituted an Organizational Strategic Plan for 2023-2025 directing staff actions within this time horizon. Of note, Council Goal #6 is "*Identify community and economic development opportunities to support the community's needs.*" Actions are also included. Action 6.2 directs staff to "*Develop an Anti-Gentrification and Anti-Displacement Plan*" within 1 to 2 years. This direction is to ensure that as the Town Center redevelops, the history, culture, and generational wealth of the residents and business owners are not lost. This is a key issue for the City Council, so implementing this program is a top priority.

Staff anticipate adoption of the plan as a Municipal Code Amendment within the first year and further implementation of its recommendations within the second year by achieving a Department of Land Conservation and Development grant through the Climate Friendly and Equitable Development grant program.

Scope of work

5. Succinctly outline your approach to the project and the major project elements and deliverables you envision. Provide a bulleted list outline of the components or phases of work, the tasks and partners involved in each phase or element, the key work products and the general timeframe to complete the project.

This project consists of four major elements that will be a collaborative effort between the City, Unite Oregon, and the Land Use Consultant: a Planning Phase, Support for Small Businesses, Housing Affordability/Ownership, and Community Development. Combined, these elements will guide and inform Cornelius as to where to focus future efforts in terms of supporting specific communities facing marginalization and displacement as the City's population increases and redevelopment occurs.

Planning Phase (January to March 2024)

- Review the strategic actions outlined in the TV Highway Corridor Equitable Development Strategy (EDS) and identify priority action items that align with the goals of the Cornelius Town Center Anti-Displacement and Anti-Gentrification Plan.
 - Unite Oregon will organize two focus group discussions with partners of the TV Highway Equity Coalition (TEC) whose contributions supported the development of the EDS.
 - A group of Cornelius Community Ambassadors which will include individuals who participated in EDS conversations, will be selected to learn civic leadership skills, to engage with local elected officials, and to represent their communities. They will continue to monitor the implementation of the potential modifications made to the Cornelius Town Center Plan based on the outcomes of this planning project.
 - The Unite Oregon team will work with City staff to review existing and planned initiatives by the City of Cornelius e.g., the 2023-2025 Organizational Strategic Plan and how they align with regional plans and equity measures to serve all residents.
 - Conversations with the contracted Consultant will also take place to explore successful anti-displacement and anti-gentrification models that are used by other cities which will inform Unite Oregon's activities with residents, landlords, and business owners in Cornelius.

Support for Small Businesses (April to July 2024)

- Unite Oregon will engage small business owners facing disadvantages such as increasing rents and disruptive construction to storefronts to lay the groundwork for support systems that the City can continue after the grant period.
 - City, Unite Oregon, and Consultant will conduct preliminary analysis to understand the landscape and structure of businesses in the Cornelius Town Center and assess challenges they may be facing.
 - Explore measures that the City can adopt to ensure the development of commercial properties have affordable spaces for small business owners and entrepreneurs.
 - Identify supportive measures that the City can adopt to ensure businesses have resources to continue thriving during significant development changes (project construction).
 - Unite Oregon will host two educational workshops for small business owners/managers that will include a feedback session to gather input on the challenges they are facing and what the City can do to overcome these challenges.
 - Unite Oregon and the City will apply the workshop feedback to connect small businesses to available resources and tools, which they may not be aware of at the local/regional/state levels.

Housing Affordability/Ownership (July to October 2024)

- Unite Oregon, the City, and the Consultant will work collaboratively to create an equitable housing strategy that identifies targets for affordable housing preservation and new development, based on the current demand trends and expected population growth.
 - Unite Oregon will organize two housing workshops with residents and one workshop with developers and landlords active in the Cornelius Town Center to discuss housing-related issues. This will allow Unite Oregon to engage with:
 - **Homeowners:** informing them about potential development changes and to gather their input to be addressed when the Town Center Plan is updated
 - **Tenants:** to understand the challenges they may be facing and to offer resources about homeownership opportunities

- **Landlords of Multifamily Properties:** to discuss how to keep their properties affordable for tenants as the Town Center redevelops without causing loss to the owners
 - **Developers:** to explore ways that guarantee affordability of new housing developments in the Cornelius Town Center
-
- Explore the adoption of Tenant Opportunity to Purchase Act (TOPA) in Cornelius as a tool to preserve existing affordable housing in the City/Town Center and increase homeownership rates.

Community Development (February 2023 to December 2023)

- The goal of the community development project element is for Unite Oregon to train a group of individuals to represent their diverse community as Cornelius Community Ambassadors. They will be involved in all activities throughout this project and will work with City staff and elected officials after the grant period in order to equitably advance the actions of the Town Center Plan. Unite Oregon is also partnering with Washington County on a 2040 Community Engagement Grant application and with the City of Beaverton on an Equitable Development Grant application that includes this community ambassador model. This model follows Unite Oregon's initiative to increase civic leadership across Oregon. The primary focus of Cornelius Community Ambassadors will be to equitably progress the City's Town Center Plan.
- Unite Oregon will host four educational sessions for community ambassador training
- Unite Oregon will conduct educational workshops (co-facilitated by community ambassadors) to for residents in the Cornelius Town Center and surrounding areas to provide information, tools, and resources about:
 - Visioning exercise to ask community members about their hopes & dreams for their city.
 - Financial literacy and entrepreneurship.
 - Understanding employment rights, advocating for better wages, and how to manage finances and retirement plans.
 - Success stories of accomplished entrepreneurs who will speak about their experiences, the challenges they faced and how they managed to overcome them.

Conclusion and recommendations document (January to July 2024)

Unite Oregon, City and Consultant will work together to develop a final document with conclusions and recommendations:

- Align Town Center plans with the TV Highway EDS to ensure transit safety and accessibility for all residents

Proposed project budget

6. Use the budget template provided to show the estimated project costs by major phase or component. The budget table should align with the project scope of work and include major tasks or elements identified in question #5. Indicate estimated costs for consultant work as well as other direct project expenses. In the space below, describe the methodology used for estimating project costs, and identify any additional funds (if any) that have been pledged by project partners or other sources.

Estimated Land Use Consultant costs are \$55,000. This estimate is based on other projects that the City of Cornelius has contracted for professional services. It is an estimate based on the anticipated scope for the consultants conducting research into strategies, making recommendations to resolve issues raised by

community members through the community engagement process, preparing code amendment language for the new strategies that require amending the Cornelius Municipal Code, and preparing the final report.

CBO costs:

- CBO costs include three personnel with benefits at \$65,566.
- Simultaneous interpretation for 2 languages for 11 event workshops and outreach efforts, for a total of 120 anticipated hours. Interpreters are compensated @ \$45/hour. $120 \text{ hours} \times \$45 = \$5,400$
- Document and material translation in two languages, for a total estimate of 44,000 words for 11 event workshops and outreach efforts. The translation rate is calculated at \$.20/word. $44,000 \text{ word} \times \$0.20 = \$8,800$
- This cost provides an incentive for community members to participate in Unite Oregon's events, allowing greater accessibility and inclusivity.
 - Focus group meetings: 10 community members will be compensated @ \$600 for 2 events = \$6,000 total.
 - Business workshop meetings: 20 community members will be compensated @ \$600 for 2 events = 12,000 total.
 - Housing workshops: 20 community members will be compensated @ \$200 for 2 events = \$4,000 total.
 - Landlord workshop: 20 community landlords will be compensated at \$600 for 1 event = \$12,000
 - 10 community ambassadors will attend above 7 workshops and an additional 4 trainings; they will be compensated @ \$100 for 11 events = \$11,000 total
 - We anticipate 30-40% of our community members needing child care during our workshops. Community members will be given an additional \$25/meeting if child care is needed. Total = \$1900
 - Local travel is calculated at the federal rate of \$.65 per mile. Mileage reimbursement will be given to 90 community members attending our 5 in-person workshops, for up to 10 miles. Total = \$585
 - Workshop materials and office supplies (eg. pens, folders, nametags, etc.) Total = \$300
 - Refreshments and snacks will be provided at our 5 in-person 2-hour long workshops. Total = \$1,000
- Unite Oregon's standard administrative rate is 15%. This cost covers Administration, Finance, HR, Development, Comms, and Database Administration. Total = \$18,683

Estimated City contribution in city staff time is \$10,000. This is staff time contributed by the Community Development Director and any other staff needed to assist in completing the grant.

2040 Planning and Development Grant Application**Proposed project budget| All Application Types****Project Name: Cornelius Anti-Displacement Anti-Gentrification Strategy and Community Development****Grant Funds Requested: \$****Other funds Pledged: \$**

PROJECT COMPONENT	CONSULTANT FEES	CBO PARTICIPATION AND/OR COMMUNITY LIAISON	OTHER DIRECT PROJECT COSTS	TOTAL
(Phase, element, deliverable, etc.)				
Contracted Land Use Consultant to conduct research, prepare information, participate in meetings with Unite Oregon and City, and to prepare Cornelius Municipal Code Edits	55000			\$ 55,000.00
Unite Oregon Budget for all tasks				
Community Organizer (0.45 FTE)		\$ 20,475		\$ 20,475
Community Organizer (0.2 FTE)		\$ 10,000		\$ 10,000
TEC Facilitator (0.3 FTE)		\$ 19,500		\$ 19,500
Fringe Benefits		\$ 15,591		\$ 15,591
			Subtotal Personnel	\$ 65,566
Program Costs				
Translation & Interpretation			\$ 14,200	\$ 14,200
Meeting refreshments & snacks			\$ 1,000	\$ 1,000
Community Stipends			\$ 41,000	\$ 41,000
Child care			\$ 1,900	\$ 1,900
Mileage			\$ 585	\$ 585
Materials & Supplies			\$ 300	\$ 300
			Subtotal Program	\$ 58,985
Program Subtotal				\$ 124,551
Admin @ 15%		\$ -		\$ 18,683

TOTAL PROJECT BUDGET	\$ 198,233
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August 10, 2023

Oregon Metro
2040 Grants Cycle 11 – Equitable Development
600 NE Grand Avenue
Portland, OR 97232

RE: Letter of Commitment
Applicant: City of Cornelius
Project: Cornelius Town Center Anti-Displacement and Anti-Gentrification Plan

Dear Metro Grants Screening Committee,

Unite Oregon is thrilled to submit this letter of commitment in support of the City of Cornelius' application to Metro's 2040 Planning and Development Grant opportunity. We are eager to initiate this collaboration with the City of Cornelius which we believe will lead to impactful opportunities for civic engagement and provide considerable insight into community needs as the Cornelius population grows.

Unite Oregon has already engaged with Cornelius Town Center residents through our participation in and convening of the Tualatin Valley (TV) Highway Equity Coalition. This Coalition has gathered significant community feedback on the needs and desired improvements along the TV Highway Corridor, which includes this project's geographic area, since May of 2022. Unite Oregon is excited about this partnership opportunity with Cornelius as this project furthers our efforts to engage with residents in the Town Center area and continue our work to ensure community feedback is equitably integrated into infrastructure planning processes. Furthermore, this project will provide the City of Cornelius with the opportunity to analyze existing community feedback in the Coalition's Equitable Development Strategy (EDS) and align its Town Center Plan with EDS priority action items which improve transit accessibility and safety and promote inclusive development. Additionally, this project will increase Cornelius civic leaders by offering in-depth community training with simultaneous interpretation and translation of materials, minimizing language barriers for community participation.

Unite Oregon has over 40 years experience organizing diverse community members across Oregon. We are vital partners for many local government agencies who wish to meaningfully engage our priority communities – communities that for decades have been systematically denied access to power, decision-making processes, and the resources that stem from these decisions. We thank Metro for its consideration of funding the Cornelius Town Center Anti-Displacement and Anti-Gentrification Plan and supporting the City of Cornelius and its partners with this community-centered approach.

Sincerely,
Khanh Le
Executive Director
Unite Oregon

A handwritten signature in black ink, appearing to read "Khanh Le". The signature is fluid and cursive, with the first name "Khanh" and last name "Le" clearly distinguishable.



City Council Meeting Agenda Monday, July 17, 2023
1355 N. Barlow St-Cornelius, OR 97113
In Person/Hybrid Meeting
TVCTV Live-Channel 30

Zoom Meeting: <https://us02web.zoom.us/j/4174814374>

Meeting ID: 417 481 4374 Phone (253) 215 8782 US

City Council Meeting

7:00 pm Call to Order- Pledge of Allegiance and Roll Call

City Council: Council President John Colgan, Councilor Angeles Godinez, Councilor Doris Gonzalez, Councilor Eden Lopez and Mayor Dalin.

1. ADOPTION OF AGENDA

2. CONSENT AGENDA

- A. Meeting Minutes: June 5, 2023 Council Meeting
- B. Resolution No. 2023-24: Cornelius Community Vision 2035 Facilitation Services
- C. Resolution No. 2023-25: AN-01-23 Expedited Annexation for 0 336th Avenue
- D. Metro 2040 Grant Letter of Interest
- E. Community Action Customer Assistance Program Amendment

The items on the Consent Agenda are considered routine. All will be adopted by one motion unless a Council Member or an audience member requests to consider an item separately before voting on the motion. Any item removed from the Consent Agenda will be discussed as determined by the Mayor.

3. CITIZEN PARTICIPATION – ITEMS NOT ON THE AGENDA

Please sign a citizen participation card and turn it in to the staff table along with any written testimony. Please wait to be called up to the microphone. Please keep comments to three (3) minutes or less. Please stay on topic and do not repeat information. Please honor the process; i.e.: do not carry on conversations while others are speaking. Thank you.

4. APPOINTMENTS

- A. Oath of Office – Chief of Police James Coley

Debby Roth, City Recorder

5. PRESENTATIONS

- | | | |
|-----------|------------------------------|---|
| A. | Emergency Operations | <i>Fire Chief Jim Geering</i> |
| B. | Garbage Collection Rates | <i>Peter Brandom, City Manager</i> |
| C. | Strategic Plan Status Update | <i>Peter Brandom, City Manager</i> |

6. PUBLIC HEARINGS

- A.** Resolution No. 2023-27-Garbage Collection Rate Increase

7. UNFINISHED BUSINESS-NONE

8. NEW BUSINESS

- | | | |
|-----------|---|---|
| A. | Resolution No. 2023-26: Execution of the 2023 Oregon State Fire Marshal (OSFM) Wildfire Season Staffing Grant Agreement Number: WFS-176 | <i>Fire Chief Jim Geering</i> |
| B. | Resolution No. 2023-27: Garbage Collection Rate Increase | <i>Peter Brandom, City Manager</i> |
| C. | Resolution No. 2023-28: 19th and Davis Mini-Roundabout Bid Award | <i>Terry Keyes, City Engineer</i> |
| D. | Resolution No. 2023-29: Water Park Booster Station Bid Award | <i>Terry Keyes, City Engineer</i> |
| E. | Resolution No. 2023-30: City Manager Performance Review | <i>Mayor Jef Dalin</i> |

9. REPORTS

- | | |
|-----------|-----------------------|
| A. | City Council Reports: |
| B. | Mayor Dalin: |
| C. | City Manager: |

10. COUNCIL ANNOUNCEMENTS

- | | |
|-----------|--|
| A. | August 1, 2023 – National Night Out Harleman Park 5:30-8:00 pm |
| B. | August 4, 2023 – Movies in Harleman Park 8:30 pm |
| C. | August 7, 2023 – City Council Meeting 7:00 pm |
| D. | August 11, 2023 – Movies in Harleman Park 8:30 pm |
| E. | August 18, 2023 – Movies in Harleman Park 8:30 pm |
| F. | August 25, 2023 – Movies in Harleman Park 8:30 pm |

11. ADJOURNMENT

City of Cornelius Agenda Report

To: Peter Brandom, City Manager
From: Barbara Fryer, Community Development Director
Date: July 17, 2023
Subject: Metro 2040 Planning & Development Grant Application Letter of Interest



Summary: A Letter of Interest for the Metro 2040 Planning & Development Cycle 11 (May 2023) Grant. The grants are intended to remove barriers to housing development, support economic growth, promote planning that makes land ready for development, and implement the 2040 Growth Concept. Grants are funded from the regional excise tax on construction permits and are available in four categories: Concept Planning (\$500,000 available), Equitable Development (\$1,250,000 available), Community Engagement (\$250,000 available), and Industrial Land readiness (\$1,000,000 available).

Letters of Interest (LOI) were due on June 23, 2023. Metro staff reviews the LOI and provides feedback by July 20. On August 11, 2023, the full grant application is due. Applicants will be selected on September 29 and Metro Council awards the grants in November. Grant agreements are executed in November and December and project consultant teams are hired.

Previous Council Action: Council adopted the Town Center Plan in 2019.

Relevant City Strategic Plan Goal(s): Goal 5: Develop the necessary infrastructure to meet the growth, service demands, and emergency preparedness needs of the community. Goal 6: Identify community and economic development opportunities to support the community's needs.

Background: The Town Center Plan, while laudable for its goals, is a plan that sets into motion gentrification and displacement of residents and businesses, if successful. That is the intent of the 2040 Growth Concept – to densify the region and hold the regional urban growth boundary static. Pressure to build bigger buildings in place of existing development is exerted where a Town Center, or other 2040 center typology, is located. The intent is to facilitate urban growth in patterns that reduce dependency on automobiles, encourage walking and create “livable and equitable communities”. However, as we have seen throughout the region, where housing and businesses exist at lower price points, intense pressure to redevelop follows. Cornelius’s Town Center is just such a location. It has the increased density – compliant with the 2040 Growth Concept – and property values lower than most of the region, resulting in naturally occurring affordable housing and tenant space. This grant proposal works with Unite Oregon to build on the Equitable Development Strategy for the TV Highway project, specifically within Cornelius’s

Town Center. If awarded, the grant would fund a private consultant and Unite Oregon to work with residents, entrepreneurs and equity coalition members to identify and recommend strategies to stave gentrification and displacement. The strategies would be evaluated for their efficacy in Cornelius's Town Center and a formal recommendation to City Council would follow.

Cost: Staff time. No formal match is required for the grant application.

Advisory Committee Recommendation: Not applicable.

Staff Recommendation: Authorize staff to submit a formal Metro 2040 application.

Exhibit: A:Letter of Interest

Letter of Interest

Please use this template to create your letter of interest. When complete, save to PDF format and upload to ZoomGrants under the “Required Uploads” tab.

Please keep total length of letters to 2 pages or less.

Project title: Cornelius Town Center Anti-Displacement and Anti-Gentrification Plan

Grant category: Equitable Development

(Please indicate concept planning, equitable development, community engagement or industrial land readiness.)

Project description: ~ one paragraph

(Provide a brief description of the project and its purpose.)

Adopted in 2019, the City’s Town Center Plan Core Residential area part of the City’s naturally occurring affordable housing. Recognizing that the affordable nature of the properties in this area lend themselves to redevelopment, we want to offer strategies that encourage additional development that builds equity for the property owner without displacing the current residents by preserving the affordability of the existing housing stock. Similarly, many of the City’s entrepreneurs are located in the Central Mixed Use zone of the Town Center. In order to limit displacement of entrepreneurs, we will develop anti-displacement strategies and identify community investment trust opportunities. The project will simultaneously explore ways to secure affordable rents for those who have already experienced displacement. This will encourage redevelopment and new development in this Central Mixed Use zone which will foster both continued economic and cultural diversity in our City Center.

Project team: ~ half page

(Describe the project team, including local government and community partners and their roles and responsibilities. Indicate all partners’ level of commitment, available capacity, and capabilities to complete the work.)

Building on the Tualatin Valley Highway (TVHWY) Equitable Development Strategy (EDS), created by Unite Oregon and other community-based organizations as well as leaders from the diverse community in the TVHWY Corridor, the project team will include the City of Cornelius and Unite Oregon. The City would hire a consultant to assist in proposing techniques. The City and Unite Oregon would work together with members of the TVHWY Equity Coalition (TEC) who are interested in continuing their work specifically in Cornelius related to the Town Center. The City of Cornelius would support Unite Oregon and the private consultant by providing existing data and other information related to the City’s Town Center Plan. Unite Oregon and TEC partners would recommend actions from the EDS that align with the Town Center Plan and conduct targeted community engagement to inform those actions. The private consultant would continue to assist in reviewing the techniques and identifying the strengths of using particular techniques in this area. The intent is to narrow the techniques and strategies to those that would build economic vitality, cultural diversity and generational wealth for the residents and entrepreneurs in Cornelius. Together the project team will work collaboratively, leveraging their respective strengths to drive the successful implementation of the Cornelius Town Center Plan as it aligns

with community needs and the prior actions outlined in the TVHWY EDS and bring about positive change for Cornelius

Project approach: ~ half page

(Briefly describe how the team will do the work, including key process elements and intended outcomes.)

City and Unite Oregon will build on the work completed for the TVHWY Equitable Development Strategy and apply the same methodology to two of the City's Town Center Zones: Central Mixed Use and Core Residential. At the first meeting, Unite Oregon will work with the residents and entrepreneurs (the Community Team) to develop measurements of success – What is current affordability of rent structure for residential and commercial in the City? What are the barriers to finding alternative locations within the City? What are the limiting factors to growing your business in the City? What are the limiting factors in staying in your existing home?

The City will hire a consultant to identify and propose strategies and techniques that meet the goals of the project. Unite Oregon will lead discussions with the Community Team to evaluate the applicability and efficacy as applied to the two zones in Cornelius. The City anticipates six meetings spaced three to four weeks apart where the information is discussed and evaluated. At the end of each meeting, a specific recommendation will be made about the applicability and efficacy in the Cornelius Town Center. At the final meeting, the recommended techniques will be ranked and a formal recommendation will be given to the City Council.

The consultant will compile the results of each meeting including all topics discussed and the recommendations into a solitary document. Community Team members, Unite Oregon, and City staff will present the findings to the City Council in a work session. City staff will then work on implementing the findings. Potential implementation may include amending the Town Center Zoning districts, contracting with outside entities, and proposing budget documents.

Criteria: ~ half page

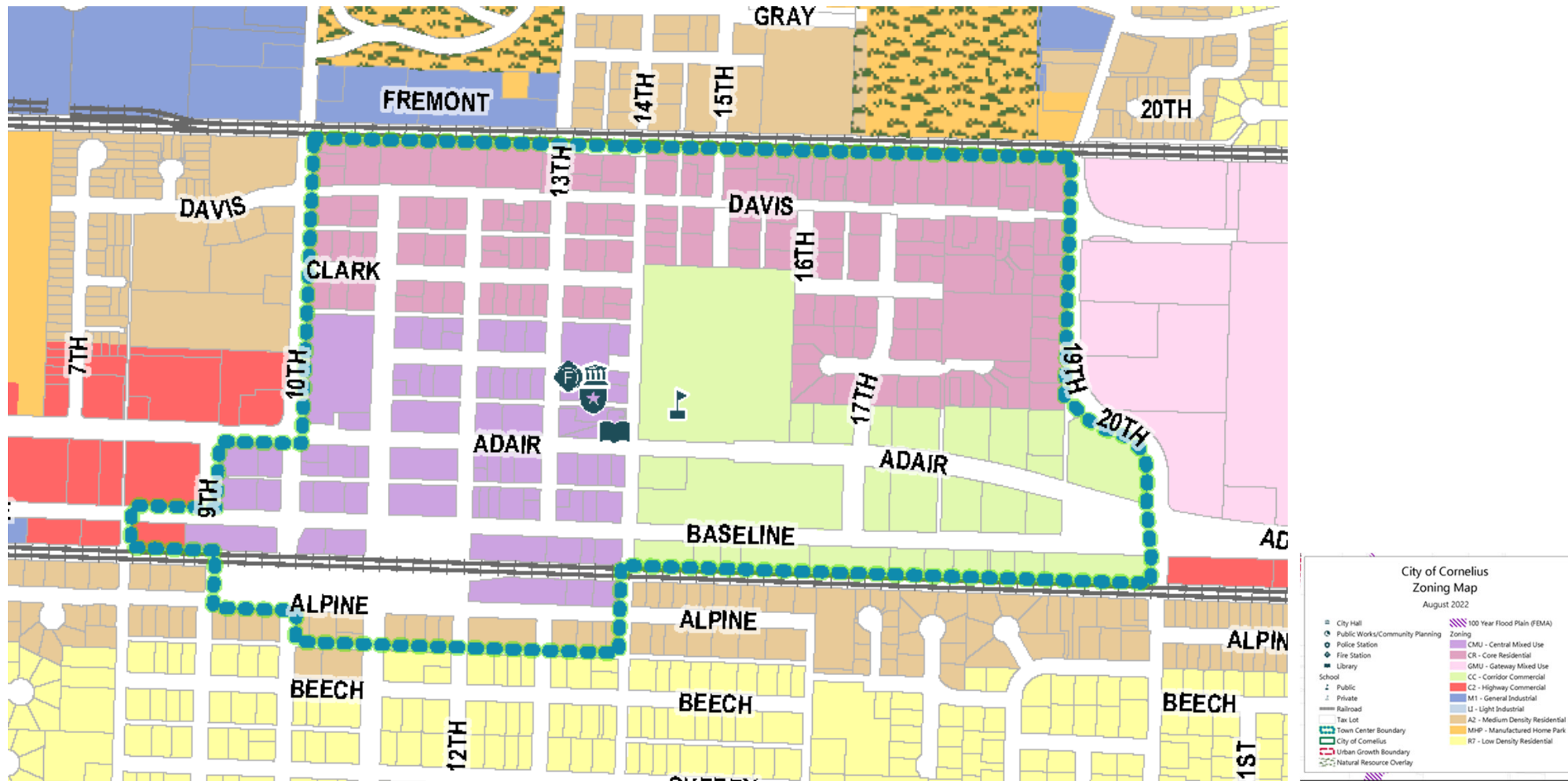
(Briefly describe how the project team intends to address the evaluation criteria applicable to the specific grant category. See pages 3-6 of the Grants Handbook for categories and evaluation criteria.)

The proposal is to amend the Town Center Plan adopted in 2019, make appropriate adjustments to limit displacement and gentrification in the plan area. The City of Cornelius is a historically marginalized community as demonstrated by the 2010 Census data, 50.6% residents identify as Hispanic or Latino, residents travel 29 minutes to work, the per capita income in the past 12 months is \$31,088, and 10.4% of the population is in poverty. Working with Unite Oregon and the residents and entrepreneurs of Cornelius, the City Council can implement strategies that are effective and specific to the Cornelius Town Center to stave off gentrification and displacement of residents and entrepreneurs as the Town Center fulfills the promise of 2040

Estimated timeline for the work: 1 year

(Indicate estimated project duration in months and/or years.)

Estimate of total grant amount (dollars requested): \$100,00; ½ consultant and ½ Unite Oregon





CITY OF CORNELIUS REQUEST FOR PROPOSALS

FOR

RESEARCH AND BACKGROUND SUPPORT FOR AN ANTI-GENTRIFICATION/ANTI- DISPLACEMENT PROGRAM

**DUE DATE AND TIME:
5:00 P.M., 12TH DAY OF JANUARY, 2024**

COPY OF ADVERTISEMENT
ANTI-GENTRIFICATION/ANTI-DISPLACEMENT PROGRAM SUPPORT

CITY OF CORNELIUS
REQUEST FOR PROPOSALS (“RFP”)
FOR ANTI-GENTRIFICATION/ANTI-DISPLACEMENT PROGRAM SUPPORT

Notice is hereby given that the City of Cornelius (“City”) is requesting proposals for Anti-Gentrification/Anti-Displacement Program Support. As the City implements the 2040 Growth Concept Typology of Town Center, the result will be gentrification and displacement without intervention in some way. The City desires to meet the 2040 Town Center goals AND to ensure that our existing homeowners experience generational wealth and existing businesses can afford the rents in new mixed use buildings constructed to comply with the Town Center. The City has had a working relationship with the Washington County Chapter of Unite Oregon as a Community Based Organization (CBO) Partner who will provide the community engagement and empowerment support. The City desires to enter into a professional services agreement with a qualified individual or firm (“Consultant”) who can demonstrate competency and experience in providing research on anti-gentrification and anti-displacement tools and strategies and who can work with our CBO Partner who will bring the strategies and tools to an advisory committee and to the community.

RFP documents are available by contacting Barbara Fryer, at (503) 357-3011, or e-mail barbara.fryer@corneliusor.gov. Any addenda issued will be mailed to any vendor who sends an email to Barbara Fryer referencing RFP for Anti-Gentrification/Anti-Displacement Program Support.

Sealed proposals must be received by **5:00 P.M., January 12, 2024**, 1355 Barlow Street, Cornelius, Oregon 97113. Proposals received after the designated time and date will be returned unopened.

Minority/Women/Emerging Small Business (“MWESB”) firms are encouraged to submit proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award of any contract entered into pursuant to this advertisement.

The City may reject any proposal not in compliance with all prescribed solicitation procedures and requirements and other applicable laws, and may reject any or all proposals in whole or in part when the cancellation or rejection is in the best interest of the City as determined by the City, and may waive any minor informalities in any proposal.

Barbara Fryer, AICP
Community Development Department Director

Published:
DJC December 13, 2023

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SPECIAL INSTRUCTIONS

Proposal Title: **Anti-Gentrification/Anti-Displacement Program Support**
Proposal Due Date: **5:00 P.M., 12th Day of January 2024**

1.

INTRODUCTION

The City of Cornelius (“City”) is an Oregon municipal corporation with city limits covering approximately 2.34 square miles. The population of the City is approximately 14,398. The City employs approximately 60 staff and is governed by a city council comprised of five councilors, including the mayor. The council acts as the local contract review board for the City.

Anti-Gentrification/Anti-Displacement Program Support

Cornelius population dynamics have been stable for decades, with more than 56% of residents identifying as Hispanic or Latino, households typically averaging more than 3.5 people, and the majority of the population aged 30 or less. However, demographic analysis demonstrates that the Cornelius landscape is changing, and gentrification is occurring within the city, bringing in higher-wage earners who tend to have smaller families, which can be seen in the new Laurel Woods, Greystone, Cascadia Gardens, and Council Creek subdivisions. Cornelius staff and City Council recognizes these changing dynamics as an opportunity to reorient City policies and steer redevelopment towards equitable goals, inclusive centers, and supportive of better and safer transit. Ultimately, the goal of the Cornelius Town Center Anti-Displacement and Anti-Gentrification Plan is to support current residents facing marginalization, ensure generational wealth is not lost due to additional development, and to implement long-term equity plans that will better navigate future population growth – ensuring current and future residents have access to the necessary resources to thrive.

In order to gather community input and increase civic engagement that will inform Cornelius on how to adapt its [Town Center Plan](#) towards a more equitable vision, Unite Oregon was selected as the CBO partner to collaborate with on the Anti-Displacement and Anti-Gentrification Plan. For 40 years, Unite Oregon (and previously as Oregon Action) has engaged thousands of community members throughout the state from diverse cultural, ethnic, and religious backgrounds, trained new immigrant and refugee community leaders, produced hundreds of educational events, and mobilized countless newcomer community members to participate in public life and advocate for policies that increase equity. As convener of the [Tualatin Valley \(TV\) Highway Equity Coalition](#) (TEC), CBO has also engaged with communities in the Cornelius Town Center to gather input about how residents would like to see their surroundings develop. This work that CBO started through the TV Highway project and the local connections made serve as a springboard for engagement with the City’s residents and businesses.

When a property redevelops with a Mixed Use building, financial analysis requires high commercial rents to fund the debt service on the building. Typically, this means that the commercial rents are not low enough to match the needs of the existing businesses in the central core. Alternative methods are needed to ensure that the existing businesses can continue in the central core – such as a community investment trust or cooperative. Rents in most mixed-use developments are higher and achievable only by chains and larger businesses that can sustain lower revenue over a period of time while the business establishes itself in the new location. Competing community objectives to maintain a

rural feel with small businesses and regional objectives of increased density clash as corporate chain stores move in and displace entrepreneurs. To combat rents rising above the ability of local entrepreneurs to continue in the City and to ensure that they are not displaced, Cornelius will work collaboratively with CBO and a Land Use Consultant (“Consultant”) to explore strategies that the City can implement.

Programs supporting tenants and homeowners in the Core Residential zone of the Town Center could include development assistance for Middle Housing, pre-approved middle housing or accessory dwelling unit plans, a housing production trust fund, cooperative housing, or other means of ensuring that the residents can thrive in Cornelius. These topics shall be researched by the Consultant and new ideas shall be developed to provide a basis for the Unite Oregon team to work with the community. Additional potential outcomes could be targets for housing preservation and new residential units within the Town Center by zoning district (Core Residential, Corridor Commercial, and Central Mixed Use). This alignment of the Town Center zones with equity is the first step. In future years, when the city updates the Housing Needs Analysis and incorporates the assigned targets for housing at different price points through the City’s Housing Production Strategy, staff anticipate a closer look at these three zoning districts to identify additional methods to serve the variety of needed housing at differing price points.

Cornelius consists of 2.34 square miles (1497.6 acres) and the Town Center is 276 acres (0.0043125 square miles) in the downtown core. This site serves not only as a Metro 2040 Center but also as a Climate Friendly and Equitable Community compliant with OAR 660-012. A couplet, Adair and Baseline Streets, bisect the downtown core where the City's only bus route, TriMet Line 57, connects east to Portland and west to Forest Grove.

In 2019 when the Town Center Plan was adopted, the U.S. census listed the Cornelius 2017 population as 12,492 residents, and the Portland State University (PSU) Population Research Center estimated the population at 12,000. Today, the PSU Population Research Center lists Cornelius's population at 14,398. The City's population has consistently reported in the Census at more than 50% Latino, a demographic group typically having larger-than-average family sizes and more multi-generational households. While the Census identifies Washington County's persons per household from 2017-2021 remained at 2.61, Cornelius households reported at 3.06, a decrease from the 2010s report of 3.51. This drop in household size communicates rapidly changing demographics in Cornelius as does income. In 2019, the median household income according to the City’s Economic Opportunities Analysis, was \$30,000. According to the data in the Town Center Plan, over 62% of households had three or more people, and the average age was 30.6 years. While current Census data shows that 2021 median household income was at \$72,917, 8% of families in Cornelius live in poverty. Current Census data continues to show that Cornelius is a relatively young city with a median age of 37.4 years. Over half (52.2%) of the population is female, according to the Census. Impressively, the Census notes that over 74% of Cornelius households continue to be owner-occupied. Since 2019, nine subdivisions have been constructed and occupied, resulting in 974 new homes with

residents. This also communicates the significant change in demographics in the City. An additional 300 homes are planned in approved subdivisions, 113 affordable apartment units, and 346 market-rate apartment units. If the 749 new units slated to come on line in the next four years contain 3.06 persons per household we could have almost 3,000 new residents, about a 20% population increase.

2. ISSUING OFFICE

2.1 The Community Development Department of the City will issue the Request for Proposals documents and that office shall be the sole point of contact. Please contact the following person:

Barbara Fryer, AICP
Community Development Department Director
1355 N Barlow Street
Cornelius, OR 97113
Phone: 503-357-3011
e-mail: barbara.fryer@corneliusor.gov

3. SCHEDULE OF RFP EVENTS

- Release RFP documents December 13, 2023
- Deadline for Proposal Submission January 12, 2024
- Consultant Interviews (if applicable) January 18 or January 19, 2024
- Commencement of Contract (tentative) March 1, 2024

4. SUBMISSION DATE

Proposals are due no later than **5:00 P.M., 12th day of January 2024**, local time.

5. PLACE OF SUBMISSION OF PROPOSALS

In order to be considered for this project, each Proposer must provide five (5) bound copies of their proposal, including the original copy marked “ORIGINAL.” All proposals must arrive at the issuing office on or before the listed due time and date. A corporate officer who has been authorized to make such a commitment must sign proposals. Proposals shall be sealed in an opaque envelope or box, with the words “ANTI-GENTRIFICATION/ANTI-DISPLACEMENT PROGRAM SUPPORT RFP RESPONSE” clearly written on it. The document shall be addressed and delivered as follows to:

Barbara Fryer
Community Development Department

1355 N Barlow Street
Cornelius, OR 97113

6. EVALUATION OF PROPOSALS

An Evaluation committee will review proposals. The role of the evaluation committee is to evaluate the proposals submitted and make a recommendation of award. The criteria listed below will be used to determine the finalists and apparent successful Proposer. (Total possible points = 100).

6.1 Proposal Presentation (5 points)

Proposal is complete, professional, and responds to the format requirements. Questions are answered in a clear and concise manner.

6.2 Project Understanding (25 points)

Proposal demonstrates a clear understanding of Gentrification and Displacement caused by higher density/greater intensity development within an existing community.

6.3 Qualifications (30 points)

Overall capabilities of the Proposer to meet the required service levels described in the RFP considering the credentials, experience, and location of the persons assigned to the relationship. Specific qualification criteria include the proposer's experience and understanding of Anti-Gentrification/Anti-Displacement research and support, familiarity with the Cornelius community and stakeholders, and experience working with Community Based Organizations (CBO).

6.4 Approach (20 points)

Demonstration of an effective, integrated, and comprehensive approach to working with a CBO and providing information in formats conducive to productive conversations and results. Evidence of being an effective partner with the City. The extent to which the City can count upon the Proposer to provide outstanding collaboration

6.5 Cost (20 points)

A clear budget including materials and associated hard costs incurred by the Consultant, and maximizes the amount of work completed. Tasks are reasonable in cost and hours.

7. PROPOSAL FORMAT

To be considered, a completed proposal must be submitted on time and respond to the requirements outlined in 7.1 through 7.6. The proposal shall be limited to 10 pages, including resumes and professional references (excluding covers, blank dividers, and

Certification and Contract form) and a text font of 10-point or larger. Proposals should be succinct and well-organized. Sample materials may accompany any proposals as attached appendices and will not be counted as part of the page limit.

7.1 Cover Letter: Provide a cover letter and company profile introducing your firm.

7.2 Qualifications:

Describe your experience working on similar projects, especially related to researching anti-displacement and anti-gentrification tools. Include a brief description of each project, including the year and client name.

7.3 Approach:

Please provide a description, including a timeline of how you would approach the research project and provide information to the CBO in a format that is understandable to laypersons.

7.4 Key Personnel:

Please list the names, credentials, areas of expertise and experience, and locations of the key persons who would be assigned to this project.

7.5 Cost:

Provide a not-to-exceed budget with a detailed breakdown of consultant hours per task, hours per person, and hourly rates for all team members (including clerical) and direct expenses.

An hourly rate schedule for additional work that may be added to the Scope of Work requested by the City beyond the initial Scope of Work is to be quoted separately.

8. INTERVIEWS

8.1 Firms or individuals selected for final evaluation (if necessary) may be required to make an oral presentation of their proposal to the City. Such presentation shall provide an opportunity for Proposers to clarify their proposal to ensure thorough mutual understanding. The evaluation committee may ask additional questions related to the proposal and/or the Scope of work. Scoring of interviews may be made as part of the selection process. The City will schedule the time and locations of such presentations, if required.

8.2 The selection committee prefers in-person interviews. Interviews will be conducted at the City of Cornelius at a location to be determined. Firms invited to the interview will be responsible for making and paying for their own travel arrangements.

8.3 No City employee or officer is authorized to make any oral interpretation of any provisions within the RFP or contract document. The City will not be responsible for any oral remarks related to this RFP. Proposers who are in doubt about any aspect of this

RFP must submit written questions to the issuing office as soon as possible after receiving the RFP.

9. TERM OF AGREEMENT

The contract resulting from this RFP shall be for a period of one (1) year, commencing in March of 2024 with an option to renew/extend the contract up to an additional two (2) years. If the City elects to renew/extend the contract it shall provide written notice to the Consultant a minimum of thirty (30) days prior to the expiration of the current contract of its intent to do so. The contract may be terminated by mutual consent of both parties, or by either party, without cause, upon thirty (30) days-notice, in writing, and delivered by certified mail or in person.

10. CONTRACT BETWEEN CONSULTANT AND CITY

10.1 This RFP and all subsequent modifications thereto are hereby designated as the sole reference and authority for the preparation of proposals and takes precedence over any source, either by verbal or written communications.

10.2 This RFP and the contents of the proposal of the successful Proposer will become contractual obligations if an agreement ensues. Failure of the successful Proposer to accept these obligations in an agreement may result in cancellation of the award.

10.3 The contract shall be substantially in the form of the attached “Professional Services Agreement.”

PROJECT/PROPOSAL INFORMATION

Proposal Title: **Anti-Gentrification/Anti-Displacement Program Support**

Proposal Due Date: **5:00 P.M., 12th Day of January 2024**

1. PURPOSE

The City of Cornelius (“City”) desires to enter into a professional services agreement with one (1) qualified individual or firm who/that can demonstrate competency and experience in providing Anti-Gentrification/Anti-Displacement Program Support and can provide high quality and responsible service at a competitive price to the City. The City seeks Consultant Services to support our CBO with regard to tools to halt or limit gentrification and displacement due to development at higher densities and intensities. Additionally, the chosen individual or firm will be amiable to consulting and working with the City’s Community Development Department staff.

2. GENERAL SCOPE OF WORK

This project consists of four major elements that will be a collaborative effort between the City, CBO, and the Consultant: a Planning Phase, Support for Small Businesses, Housing Affordability/Ownership, and Community Development. Combined, these elements will guide and inform Cornelius as to where to focus future efforts in terms of supporting specific communities facing marginalization and displacement as the City's population increases and redevelopment occurs. The following includes the tasks identified for the CBO and the Consultant. This RFP is to respond to the Consultant activities.

Planning Phase (March to May 2024)

- City, CBO and **Consultant** shall meet to review the strategic actions outlined in the TV Highway Corridor Equitable Development Strategy (EDS) and identify priority action items that align with the goals of the Cornelius Town Center Anti-Displacement and Anti-Gentrification Plan.
 - CBO will organize two focus group discussions with partners of the TV Highway Equity Coalition (TEC) whose contributions supported the development of the EDS.
 - A group of Cornelius Community Ambassadors which will include individuals who participated in EDS conversations, will be selected to learn civic leadership skills, engage with local elected officials, and represent their communities. They will continue to monitor the implementation of the potential modifications made to the Cornelius Town Center Plan based on the outcomes of this planning project.
 - The CBO team, **Consultant** and City will review existing and planned initiatives by the City of Cornelius, e.g., the 2023-2025 Organizational Strategic Plan and how they align with regional plans and equity measures to serve all residents.
 - The **Consultant** will submit a list of successful anti-displacement and anti-gentrification models that are used by other cities, which will inform CBO team and City with respect to activities with residents, landlords, and business owners in Cornelius.

Support for Small Businesses (April to July 2024)

- CBO will engage small business owners facing disadvantages such as increasing rents and disruptive construction to storefronts to lay the groundwork for support systems that the City can continue after the grant period.
 - CBO will engage small business owners to understand the landscape and structure of businesses in the Cornelius Town Center and assess challenges they may be facing.
 - Based on the information gained from Small Businesses by the CBO, the **Consultant** shall develop strategies and tools that the City can adopt to address

the issues and challenges identified by Small Business owners and entrepreneurs, including financially sustainable, legally defensible, and effective supportive measures that the City can adopt to ensure businesses have resources to continue thriving during project construction. This may include policies and standards for new development.

- CBO will host two educational workshops for small business owners/managers that will include a feedback session to gather input on the challenges they are facing and what the City can do to overcome these challenges.
- CBO and the City will apply the workshop feedback to connect small businesses to available resources and tools, which the businesses may not be aware of at the local/regional/state levels.

Housing Affordability/Ownership (July to October 2024)

- CBO, the City, and the **Consultant** will work collaboratively to create an equitable housing strategy that identifies targets for affordable housing preservation and new development, based on the current demand trends and expected population growth.
 - CBO will organize two housing workshops with residents and one workshop with developers and landlords active in the Cornelius Town Center to discuss housing-related issues. This will allow CBO to engage with:
 - **Homeowners:** to understand the challenges facing them, informing them about Middle Housing and Accessory Dwelling Unit opportunities to expand and retain generational wealth through land division process, to inform them of the Town Center plan and how the neighborhood is expected to change and to assess the needs of this group of people on how the City could help them retain their homes as change occurs in the area
 - **Tenants:** to understand the challenges they may be facing and to offer resources about homeownership opportunities
 - **Landlords of Multifamily Properties:** to discuss how to keep their properties affordable for tenants as the Town Center redevelops without causing loss to the owners
 - **Developers:** to explore ways that guarantee affordability of new housing developments in the Cornelius Town Center with out affecting the City's meager tax base
 - The **Consultant** shall work with the City and CBO to explore the adoption of Tenant Opportunity to Purchase Act (TOPA) in Cornelius as a tool to preserve existing affordable housing in the City/Town Center and increase homeownership rates.

Community Development (March 2024 to January 2025)

- The goal of the community development project element is for CBO to train a group of individuals to represent their diverse community as Cornelius Community Ambassadors. They will be involved in all activities throughout this project and will work with City staff and elected officials after the grant period in order to equitably advance the actions of the Town Center Plan. The Community Ambassador model follows Unite Oregon's initiative to increase civic leadership across Oregon. The primary focus of Cornelius Community Ambassadors will be to equitably progress the City's Town Center Plan.
 - CBO will host four educational sessions for community ambassador training
 - CBO will conduct educational workshops (co-facilitated by community ambassadors) for residents in the Cornelius Town Center and surrounding areas to provide information, tools, and resources about:
 - Visioning exercise to ask community members about their hopes & dreams for their city. (Using the Cornelius 2045 Vision materials to be supplied by the City.)
 - Financial literacy and entrepreneurship.
 - Understanding employment rights, advocating for better wages, and how to manage finances and retirement plans.
 - Success stories of accomplished entrepreneurs who will speak about their experiences, the challenges they faced, and how they managed to overcome them.

Conclusion and recommendations document (February 2024 to July 2024)

CBO, City and **Consultant** will work together to develop a final document with conclusions and recommendations.

2.3 Responsibilities

2.3.1 Responsibility of **Consultant** – It is understood and agreed that the services the Proposer will be contracted to perform under this shall be rendered directly by it or under close personal supervision by it and that the work shall be faithfully performed with care and diligence. The Consultant will return all calls or other contracts from City within a reasonable time. If it is not possible for the called or contacted party to respond, the Consultant will make arrangements for a designated member of the Consultant to respond to the contact.

2.3.2 Responsibility of the City – Barbara Fryer will provide the Consultant with a list of designated City employees who are authorized to contact the Consultant. The City of Cornelius will also provide a point of contact for all service and billing issues.

2.3.3 Joint Responsibility – If additional services, supplemental to those included are required, both the City and the Consultant have the responsibility to identify those services, include them as an addendum or amendment to the Contract, and determine fair compensation for the additional services.

3. SPECIFIC RESEARCH REQUIRED EXPERIENCE

3.1 Administrative Services

3.1.1 Firm will provide a principal or partner-level individual to be the point of contact for all service and billing issues.

3.1.2 Firm will recommend specialists for other services related to the project if the City so requests. The City reserves the right of approval of any specialist(s) and to select other service providers.

3.1.3 Concerning the manner in which services are provided, the City expects that the work will be assigned to individuals in the most efficient manner consistent with their experience and training.

3.1.4 If it is necessary to associate with other Consultants in any matter, prior approval must be obtained from the City designated contact with the Firm. The Firm must inform associated service providers of the procedure set forth herein.

3.2 Invoicing and Statement of Work

3.2.1 A schedule of incremental and hourly rates of all functions of the Firm who will work on City matters must be submitted as part of the proposal. The rates provided should reflect the rates to be charged for each year covered by the proposal.

3.2.2 Invoices for services will be submitted monthly for any month in which there has been activity of any substance. An annual summary of billing will also be provided when requested by the City. Time spent by the Firm is to be shown in specific time billing periods, such as by the minute, by the quarter hour or whatever increment of time is mutually acceptable to the Firm and to the City.

3.2.3 Each monthly invoice will set forth separately each matter currently being handled and will clearly identify the City employee(s) working with the Firm. Included monthly must also be a total charged to date for each matter.

3.2.4 For each matter denoted on an invoice, the detail will include the hours spent by each of Consultant's personnel on the file.

3.2.5 Each expense and/or disbursement must be specifically identified on the invoice.

3.3 Changes of Scope and Additional Work

The Consultant may be requested to perform special projects for the City. Because of variations in the demand for additional services from time to time, such work shall be agreed upon in advance, contracted for, provided and billed separately to the City on a pre-arranged basis.

4.0 PROPOSER REQUIREMENTS

4.1 Minimum criteria: Each Proposer shall demonstrate and meet the following minimum criteria:

4.1.1 Each Proposer shall have not less than five (5) years experience, not less than three (3) of which are within the State of Oregon, in providing all the types of services required within the Scope of Work.

4.1.2 Shall be currently licensed/certified to provide consulting services in the state of Oregon.

4.1.3 Shall demonstrate, to the satisfaction of the Evaluation Committee, the ability to provide the services required within the Scope of Work to the City and shall demonstrate a proven history of providing such service for public agencies.

4.1.4 Shall not have a record of substandard workmanship. The City will verify this requirement by communication with the licensing authority, a variety of each Proposer's clients and references, and as many other references as may be deemed appropriate.

4.2 Cost of RFP and Associated Responses

This RFP does not commit the City to paying any expenses incurred by any Firm in the submission or presentation of a proposal, or in making the necessary studies for the preparation of a proposal, or in traveling to the site of the interviews. All such costs and expenses shall be borne by each Proposer.

4.3 Right to Clarification and Additional Research

The City reserves the right to obtain clarification of any point in a Firm's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of the Firm's proposal. The City may obtain information from any legal source for the clarification of any proposal or for information on any Firm including, but not limited to, police files, insurance files, agency files, credit

bureaus, and/or professional organizations. The City shall not be required to inform the Firm of any intent to perform additional research in this respect or of any information thereby received.

4.4 Items that are subject to negotiation.

For professional services the Scope of Work, pricing structure, whether a lump sum or rate schedule, and all other aspects of this Request for Proposal may be subject to negotiation.

Any terms and conditions of the Professional Services Agreement that the proposer wishes to negotiate or modify shall be presented in the response to this RFP.

GENERAL INSTRUCTIONS TO PROPOSERS

The following instructions, terms, and conditions apply to all proposals to provide either goods or services to the City of Cornelius.

1. PROPOSALS NOT AVAILABLE FOR PUBLIC INSPECTION AT THE OPENING. In accordance with ORS 279B.060(5)(a), only the names of the proposers shall be disclosed at the opening. Notwithstanding ORS 192.410 to 192.505, proposals are not required to be open for public inspection until after the notice of intent to award a contract is issued.
2. CITY RESERVATION OF RIGHTS. The City expressly reserves the following rights:
 - 2.1 To reject any and/or all irregularities in the proposals submitted.
 - 2.2 To reject any and/or all proposals or portions thereof.
 - 2.3 To waive any minor informality in any proposal.
 - 2.4 To base awards due with regard to quality of services, experiences, compliance with specifications, and other such factors as may be necessary in the circumstances.
 - 2.5 To make the award to any Proposer whose proposal, in the opinion of management and the Council, is in the best interest of the City.
 - 2.6 To make the award based on negotiations conducted in accordance with this solicitation or on the basis of a best and final offer by the proposer.
 - 2.7 Only the evaluation factors specified in this solicitation may be used as a basis for award.

3. USE OF PROPOSAL FORMS. Proposers are required to use the furnished Proposal Forms. Please retain a copy for your records.
4. LATE PROPOSALS. Any proposal received after the hour and date specified will not be considered and will be returned unopened. It is the sole responsibility of the offering Proposer or Consultant to ensure receipt of proposals by the City in the specific location designated by the specified time.
5. PROPOSER REPRESENTATIONS. The Proposer further agrees to the following:
 - 5.1 To examine all specifications and conditions thoroughly.
 - 5.2 To provide for appropriate insurance, deposits, and performance bonds if required.
 - 5.3 To comply fully with specifications as attached for the agreed contract, especially where materials and work are involved.
 - 5.4 That any and all registration requirements where required for Consultants as set forth in the Oregon Revised Statutes are met.
6. ADDENDA. Any amendment(s) to or error(s) in the general Specifications or Project/Proposal section called to the attention of the City will be added to or corrected and furnished by written addendum to all those holding specifications. All addenda shall be mailed at least five (5) business days before the time set for proposal submission. All addenda issued during the proposal period will be incorporated into any resultant contract.
7. FORMAT OF PROPOSALS. Telephone proposals are not acceptable. Telegraphic, emailed or facsimiled proposals will not be considered unless authorized by the Special Instructions.
8. OWNERSHIP OF PROPOSAL DOCUMENTS. All documents, reports, proposals, submittals, working papers or other material submitted to the City from the Proposer shall become the sole and exclusive property of the City, in the public domain, and not the property of the Proposer. The Proposer shall not copyright, or cause to be copyrighted, any portion of any of said documents submitted to the City as a result of this solicitation.
9. INVALID PROPOSAL DOCUMENTS. Copies of proposal documents obtained from sources other than the City Community Development Department (such as other Consultants) are not valid proposal documents. It is the Proposer's responsibility to ensure that their name is on the City's proposer list for that particular service in order to receive notification of all addenda as well as additional relevant information.
10. PROTEST OF PROPOSAL SPECIFICATIONS OR CONTRACT TERMS

10.1 Time for Submission of Protest. Specifications and contract terms shall be made available for inspection and copying at the address provided below. Unless a different deadline is specified in the Request for Proposals, protests of the proposal specifications or contract terms shall be presented to the City in writing at least five (5) calendar days prior to proposal closing.

(a) Such protest or request for change shall include the reasons for protest or request, and any proposed changes to specifications or terms. No protest against award because of the content of proposal specifications or contract terms shall be considered after the deadline established for submitting such protest.

(b) Envelopes containing protests of specifications shall be marked and mailed as follows:

PROPOSAL SPECIFICATION PROTEST:
ANTI-DISPLACEMENT/ANTI-GENTRIFICATION PROGRAM SUPPORT
Attention: Barbara Fryer,
Community Development Department Director
1355 N Barlow Street
Cornelius, OR 97113

11. PROTEST OF INTENT TO AWARD

11.1 Notice of Intent to Award. (OAR 137-047-0610) The written notice of intent to award a contract shall constitute a final decision of the City to award the contract if no written protest of the notice of award is filed with the City within seven (7) calendar days of the notice of intent to award. If a protest is timely filed, the notice of award is a final decision of the City only upon issuance of a written decision denying the protest and affirming the award. The notice of intent to award and any written decision denying a protest shall be sent to every Proposer.

11.2 Right to Protest. Any actual Proposer who is adversely affected or aggrieved by the notice of intent to award of the contract to another Proposer on the same solicitation shall have seven (7) calendar days after the notice of intent to award to submit to the City a written protest of the notice of intent to award. The written protest shall specify the grounds upon which the protest is based. The City shall not entertain a protest submitted after the time period established in this rule or such different period as may be provided in the City's RFP.

12. WRITTEN PROTEST OF INTENT TO AWARD. Proposers must submit written protests of the intent to award to Barbara Fryer, Community Development Department Director, within seven (7) after days after the notice of intent to award. The written protest must specify the grounds upon which the protest is based.

13. WITHDRAWAL OF PROPOSALS. Proposals may be withdrawn on written or telegraphic request received from Proposers prior to the time fixed for proposal closing.

Negligence on the part of the Proposer in preparing the proposal confers no right for withdrawal of the proposal after the proposal has been opened.

14. **REJECTION OF PROPOSALS.** The City reserves the right to reject any or all proposals received in response to this RFP if it is determined to be in the best interest of the City. The City shall notify all proposers of the rejection of all proposals, along with the reasons for rejection of all proposers. (Criteria for rejection of all proposals is located at OAR 137-047-0650.)
15. **ERASURES AND CORRECTION.** The RFP response must not contain any erasures or corrections unless the Proposer initials each change.
16. **DURATION OF PROPOSAL.** Proposal prices, terms and conditions shall be firm for a period of at least ninety (90) days from the deadline for receipt of submittal. The successful proposal shall not be subject to future price escalation or changes of terms if accepted during the ninety (90) day period. Price decreases or changes in terms by others after the acceptance of a proposal will not be considered.
17. **PUBLIC RECORDS.** This Request for Proposals and one (1) copy of each original proposal received in response thereto, together with copies of all documents pertaining to the award of a purchase or contract, shall be kept by the City for a period of at least three (3) years and made a part of a file or records which shall be open to public inspections after a notice of award has been issued. If a proposal contains any proprietary information that the Proposer does not want disclosed to the public or used by the City for any purpose other than evaluation of their offer, each sheet of such information must be marked with the following legend:

“This data shall not be disclosed outside the City or be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided, that if a contract is awarded to the Consultant as a result of, or in connection with, the submission of such information, the City shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit the City’s right to use information contained herein if it is obtained from another source.”

The above restriction may not include cost or price information that is required to be open to public inspection.

18. **SUBCONTRACTING**

18.1 All subcontracting shall be subject to the approval of the City. No list of subcontractors approved by the City may be changed or departed from except as consented to by the City in writing. Whenever the City consents to the substitution of one subcontractor for another, if any reduction in cost to the Consultant result there from the amount thereof shall be passed on to the City as a reduction in the amount to be paid to the Consultant for the performance of the work.

18.2 The Consultant shall be wholly responsible for the performance of all subcontractors and for their acts and omissions, and those of persons either directly or indirectly employed by the Consultant, and the fact that subcontractors are subject to the approval of the City shall not affect the Consultant's responsibility in this regard.

18.3 The Consultant shall bind every subcontractor to all terms and conditions anywhere contained in the contract documents as far as applicable to the work of such subcontractor so that the subcontractor assumes toward the Consultant and toward the work all the obligations and responsibilities that the contract assumes toward the City as to the performance of the subcontractor's portion of the work.

18.4 Nothing contained in the contract documents shall be construed to create any contract between the City and any subcontractor. Subcontracts must be let pursuant to applicable Oregon Statutes and Administrative Rules.

19. PRIME CONSULTANT RESPONSIBILITIES. The selected Proposer will be required to assume responsibility for coordination, engineering, delivery, installation, and maintenance of all equipment, software and services offered in their proposal, whether they are the manufacturer or producer of them. Further, the City will consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the lease or purchase of the entire service equipment and software configuration. Only service and equipment offered by Proposers who have installed similar systems of comparable size will be considered. All services and equipment offered will be in current standard production and of the latest design.

20. INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Pursuant to ORS 279A, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Consultant(s) under terms and conditions of the resultant contract.

Any such purchases shall be between the Consultant and the participating public agency and shall not impact the Contactor's obligation to the City of Cornelius. Any estimated purchase volumes listed herein do not include other public agencies and the City of Cornelius makes no guarantee as to their participation.

Any bidder, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

Will your company participate in Intergovernmental
Cooperative Purchasing?

☐ Yes ☐ No

If No, please explain on a separate sheet of paper.

21. **AFFIRMATIVE ACTION/NONDISCRIMINATION.** By submitting a proposal, the Consultant agrees to comply with the Fair Labor Standard Act, Civil Rights Act of 1964, Executive Order 11246, Fair Employment Practices, Equal Employment Opportunity Act, Americans with Disabilities Act, and Oregon Revised Statutes. By submitting a proposal, the Proposer specifically certifies, under penalty of perjury, that the Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.
22. **ACCOUNT REPRESENTATIVE.** The selected Consultant shall assign a competent account representative acceptable to the City who will represent the Consultant in providing contracted services to the City. If the account representative is removed by the Consultant, the new representative must be acceptable to the City.
23. **PREVAILING OPINION.** If any doubt or difference of opinion arises between the City and the Consultant as to the interpretation of this RFP, the decision of the City will be final and binding upon all parties.
24. **PUBLICITY.** News releases by the Consultant pertaining to the award of any contract or use of any product will be made with prior written approval from the City.
25. **FINANCIAL INTEREST.** By submitting a proposal, the Proposer certifies, under penalty of perjury, that no City employee or officer has a direct or indirect financial interest in the proposal. Moreover, the Proposer certifies that the RFP response did not involve illegal collusion with another Proposer.
26. **RECYCLABLE MATERIALS:** Consultant shall use recyclable products to the maximum extent economically feasible in the performance of the contract.
27. **PERFORMANCE AND PAYMENT BONDS.** No performance and payment bonds are required.
28. **RIGHT TO CLARIFY.** The City reserves the right to obtain clarification on any point in the Proposer's proposal. The failure of the Proposer to make additional information available could result in the rejection of the response. Such clarification might involve the delivery of demonstration equipment to the City for evaluation purposes. Such hardware will be provided at no cost to the City. The City is not obliged to evaluate any or all products.
29. **CONTRACT AWARD.** The award of a contract is accomplished by executing a written agreement that incorporates the entire RFP, Proposer's response, clarifications, addenda, and additions. All such materials constitute the contract documents. The Proposer agrees to accept the contract terms of the attached Professional Services Agreement unless substantive changes are made without the approval of the Proposer. The issuing office is the sole point of contact for the issuance of the contract.

30. **PATENT/COPYRIGHT INFRINGEMENT.** The Proposer will defend the City from any suits related to patent/copyright infringement. Such a requirement is based upon the condition that the City provides the Proposer with prompt notice of such suit.
31. **RISK OF LOSS AND DAMAGE.** The City will not be responsible for the loss or damage of any items during the RFP process.
32. **FAILURE TO PERFORM.** In the event that the Proposer fails to perform any material obligations, the City reserves the right to give the Proposer written notice of such failure. The Proposer will then have thirty (30) calendar days to resolve the failure. If the failure is not resolved within thirty (30) days after the City reserves the right to withhold all money that is due and payable to the Proposer. Such a remedy is in addition to other remedies that might be available to the City. Moreover, the City reserves the right to terminate the contract if the Proposer exceeds thirty (30) days of non-performance.
33. **SUFFICIENT INFORMATION.** The authorized signer of the Proposer's proposal shall represent and warrant that they have been sufficiently informed in all matters relating to the specified products; that they have checked their proposals for errors and omissions; that the prices stated in their proposals are correct and as intended are a complete and correct statement of prices.

APPENDIX A

SAMPLE OF

PROFESSIONAL SERVICES AGREEMENT

(TO BE ADDED)

CITY OF CORNELIUS, OREGON
PERSONAL SERVICES AGREEMENT

AN AGREEMENT dated and effective as of _____ (the "Effective Date") by and between THE CITY OF CORNELIUS, OREGON, an Oregon municipal corporation ("City") and _____, a [entity state of incorporation and entity type] ("Provider").

WHEREAS, City and Provider believe it in their respective and mutual interests to enter into a written agreement setting out their understandings concerning Provider's provision of services related to _____ ("Project").

NOW THEREFORE, based on the foregoing and for good and valuable consideration, the sufficiency of which is hereby acknowledged, City and Provider wish to enter into a written agreement for provision of said services in connection with the project, the terms of which are as follows:

1. Funds Available and Authorized

City has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement.

2. Term

This Agreement shall run from _____ through and including _____ unless sooner terminated under the provisions of this Agreement. This Agreement may be extended for additional periods as agreed to by the parties in writing.

3. Provider's Service

The scope of Provider's services and time of performance under this Agreement are set forth in Exhibit "A". All provisions and covenants contained in said exhibit are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth. Any conflict between this Agreement and Provider's proposal (if any) shall be resolved first in favor of this written Agreement. Provider will, in the rendering of its services to City, use its best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered under this Agreement (including Exhibit "A"). All Provider personnel shall be properly trained and fully licensed to undertake any activities pursuant to this Agreement, and Provider shall have all requisite permits, licenses and other authorizations necessary to provide the services covered under this Agreement.

4. Provider Identification

Provider shall furnish to City Provider's employer identification number, as designated by the Internal Revenue Service or, if the Internal Revenue Service has designated no employer identification number, Provider's Social Security number.

5. Compensation

City agrees to pay Provider at the times and in the amount(s) set out in and in accordance with Exhibit "A".

6. Project Managers

City's Project Manager is _____, _____ [title] _____. Provider's Project Manager is _____, _____ [title] _____. Each party shall give the other written notification of any change in their respective Project Manager.

7. Project Information

Provider agrees to share all project information, to fully cooperate with all corporations, firms, contractors, governmental entities and persons involved in or associated with Project. No information, news or press releases related to Project shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior authorization of City's Project Manager.

8. Duty to Inform

Provider shall give prompt written notice to City's Project Manager if, at any time during the performance of this Agreement, Provider becomes aware of actual or potential problems, faults or defects in the project, any nonconformity with the Agreement, or with any federal, state, or local law, rule or regulation, or has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Provider shall constitute neither agreement with nor acquiescence in Provider's statement or claim and shall not constitute a waiver of any of City's rights.

9. Provider is Independent Contractor

Provider is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Agreement. For clarity's sake, the parties agree that Provider is economically independent from City and is free to operate its own independent business in addition to its performance of the services under this Agreement. Provider hereby expressly acknowledges and agrees that as an independent contractor, Provider is not entitled to indemnification by City or the provision of a defense by the City under the terms of ORS 30.285 or otherwise. This acknowledgment by Provider shall not affect his/her independent ability (or the ability of his/her insurer) to assert the monetary limitations found at ORS 30.270, the immunities listed at ORS 30.265 or other limitations affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS30.300).

10. Overtime

Any person employed on work under this Agreement, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC§201 to 209, shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week.

11. Indemnity and Insurance

- i. Indemnity: Provider acknowledges responsibility for any and all liability arising out of the

performance of this Agreement and shall hold harmless, indemnify, and defend the City and its agents, officers, elected officials, employees, contractors, and volunteers, from and against any and all liability, settlements, loss, costs, and expenses (including attorneys' fees) in connection with any action, suit, claim, or proceeding resulting or allegedly resulting from (1) Provider's, or Provider's employees, agents, officers, contractors, and subcontractors' (collectively, the "Indemnifying Party") acts, omissions, activities or services in the course of any Indemnifying Party's performance of the services; (2) any violation, or alleged violation of a local, state, or federal law by any Indemnifying Party; and/or (3) any claim regarding intellectual property infringement in connection with the services of this Agreement, notwithstanding any limitations or restrictions to the contrary included in Exhibit "A".

- ii. Liability Insurance: Provider shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Provider, City, its Councilors, officers, agents and employees. Coverage shall include personal injury, bodily injury (including death) and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Provider's operations, in an amount not less than **Two Million dollars (\$2,000,000.00)** combined single limit per occurrence. Such insurance shall name City as an additional insured.
- iii. Workers' Compensation Coverage: Provider certifies that Provider has qualified for State of Oregon Workers' Compensation coverage for all Provider's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier-insured employer as provided by ORS 656.407, or as a self-insured employer. Provider shall provide to City within ten (10) days after Agreement award a certificate of insurance evidencing coverage of all subject workers under Oregon's Workers' Compensation statutes insured by an insurance company satisfactory to City, if any. The certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. A copy of the certificate of self-insurance issued by the State shall be provided to City if the Provider is self-insured.
- iv. Certificates: Provider shall furnish City certificates evidencing the date, amount, and type of insurance required by this Agreement. All policies will provide for not less than thirty (30) days' written notice to City before they may be canceled.
- v. Primary Coverage: The coverage provided by insurance required under this Agreement shall be primary, and any other insurance carried by City shall be excess.

12. **Work is Property of City**

All work and work products, including but not limited to documents, drawings, papers, computer programs and photographs performed or produced by Provider under this Agreement shall be the property of City. If this Agreement is terminated by either party or by default, City, in addition to any other rights provided by this contract, may require Provider to transfer and deliver such partially completed reports or other documentation that Provider

has specifically developed or specifically acquired for the performance of this Agreement.

13. Law of Oregon

The Agreement shall be governed by the laws of the State of Oregon. Venue shall be in Washington County, Oregon.

14. Errors

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this without undue delays and without additional cost.

15. Extra or Changes in Work

Only the City Manager or Project Manager may authorize extra (and/or change) work. Failure of Provider to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement price or Agreement time due to such unauthorized extra work and Provider thereafter shall be entitled to no compensation whatsoever for the performance of such work.

16. Successors and Assignments

- i. Both City and Provider bind themselves and any partner, successor, executor, administrator, or assign to this Agreement.
- ii. Neither City nor Provider shall assign or transfer their interest or obligation hereunder in this Agreement without the written consent of the others. Provider must seek and obtain City's written consent before subcontracting any part of the work required of Provider under this Agreement. Any assignment, transfer, or subcontract attempted in violation of this subparagraph shall be void.

17. Records

- i. Provider shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three (3) years after City makes final payment on this Agreement and all other pending matters are closed.
- ii. Provider shall allow City (or any of its authorized representatives) to audit, examine, copy, take excerpts from or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

18. Breach of Agreement

- i. Provider shall remedy any breach of this Agreement within the shortest reasonable time after Provider first has actual notice of the breach or City notifies Provider of the breach, whichever is earlier. If Provider fails to either remedy the breach or actively begin and maintain efforts satisfactory to the City to remedy the breach within ten (10) days of actual notice or the City's mailing, City may terminate that part of the Agreement affected thereby upon written notice to Provider, may obtain substitute services in a reasonable manner and recover from Provider the amount by which the price for those substitute services exceeds

the price for the same services under this Agreement.

- ii. If the breach is material and Provider fails to either remedy the breach or actively begin and maintain efforts satisfactory to the City to remedy the breach within five (5) days of the City's notice City may then treat Provider as being in default and pursue any remedy available for such default.
- iii. Notwithstanding the foregoing, City may immediately declare Provider to be in default via written notice if any of the following occur: (A) City reasonably believes that any Provider acts or omissions in connection with this Agreement have placed, or are likely to place, a City agent, officer, elected official, employee, contractor, or volunteer, a member of the public, or a Provider agent, employee, or subcontractor in physical danger or the threat of harm; (B) Provider declares bankruptcy or is otherwise merged, acquired, or dissolved; or (C) Provider becomes involved with litigation or any dispute resolution which may reasonably be expected to materially adversely affect Provider's ability to perform the services under this Agreement.
- iv. Pending a decision to terminate all or part of this Agreement, City unilaterally may order Provider to suspend all or part of the services under this Agreement. If City terminates all or part of the Agreement pursuant to this paragraph, Provider shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Agreement and later orders Provider to resume those services, Provider shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.
- v. To recover amounts due under this paragraph, City may withhold from any amounts owed by City to Provider, including but not limited to, amounts owed under this or any other agreement between Provider and City.

19. Mediation/Trial without a jury

Should any dispute arise between the parties to this Agreement concerning their respective obligations of either or the terms hereof, it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Seaside, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If one party requests mediation and the other party fails to respond within ten (10) days or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Clatsop County Circuit Court upon the request of either party. Any litigation arising under or as a result of this Agreement shall be tried before the court without a jury. City and Provider agree to be responsible for payment of their respective professional and expert

fees, including attorneys' fees in both mediation and litigation.

20. Termination for Convenience

The City may terminate all or part of this Agreement at any time for its own convenience by written notice to Provider. Upon termination under this paragraph, Provider shall be entitled to compensation for all services rendered prior to actual notice of the termination or the receipt of the City's written notice of termination, whichever is earlier, plus Provider's reasonable costs actually incurred in closing out the Agreement.

21. Intellectual Property

The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Agreement shall vest in the City. Provider shall execute any assignment or other documents necessary to effect this paragraph. Provider may retain a nonexclusive right to use any intellectual property that is subject to this paragraph. Provider shall transfer to the City any data or other tangible property generated by Provider under this Agreement and necessary for the beneficial use of intellectual property covered by this paragraph.

22. Payment for Labor or Material

Provider shall make payment promptly, as due, to all persons supplying to Provider labor or material for the prosecution of the work provided for in this Agreement. (ORS 279B.220)

23. Contributions to the Industrial Accident Fund

Provider shall pay all contributions or amounts due the Industrial Accident Fund from Provider incurred in the performance of this Agreement, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)

24. Income Tax Withholding

Provider shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS 279B.220)

25. No Liens or Claims

Provider shall not permit any lien or claim to be filed or prosecuted against the State or Oregon or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (ORS 279B.220)

26. Payment of Claims by the City

If Provider fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Provider or a subcontractor by any person in connection with this Agreement as the claim becomes due, the City may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Provider pursuant to this Agreement. The City's payment of a claim under this Paragraph shall not relieve Provider or Provider's surety, if any, from responsibility for

those claims.

27. Hours of Labor

Provider shall pay employees for overtime work performed under the terms of this Agreement in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938. (29 USC §§ 201 *et. seq.*)

28. Workers' Compensation

Provider is a subject employer that will comply with ORS 656.017. Provider warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Provider shall indemnify City for any liability incurred by City as a result of Provider's breach of the warranty under this Paragraph. (ORS 279B.230)

29. Medical Care for Employees

Provider shall make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Provider's employee(s), all sums which Provider agrees to pay for such services and all monies and sums which Provider collected or deducted from the wages of employees pursuant to any law, contract or contract for the purpose of providing or paying for such service. (ORS 279B.230)

30. Compliance with Applicable Law

Provider shall comply with all federal, state and local laws and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555. Without limiting the generality of the foregoing, Provider expressly agrees to comply with:

- i. Title VI of the Civil Rights Act of 1964;
- ii. Section V of the Rehabilitation Act of 1973;
- iii. The Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and
- iv. All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

31. Foreign Contractor

If Provider is not domiciled in or registered to do business in the state of Oregon, Provider shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Provider shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Agreement.

32. Modification

Any modification of the provisions of this Agreement shall be reduced to writing and signed by authorized agents of City and Provider.

33. No Waiver of Legal Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

34. No Third Party Beneficiary

By execution of this Agreement, the parties do not intend there be any third-party beneficiary of the rights or obligations created herein.

35. Integration

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject.

36. Execution and Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and each of which shall constitute but one and the same instrument. A signed copy of this Agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. Each party agrees that this Agreement may be electronically signed, and that any electronic signature appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES ON NEXT PAGE

<p>CITY OF CORNELIUS</p> <p>_____</p> <p><i>SIGNATURE</i></p> <p>_____</p> <p><i>TITLE / POSITION</i></p>	<p>PROVIDER</p> <p>_____</p> <p><i>SIGNATURE</i></p> <p>_____</p> <p><i>TITLE / POSITION</i></p>
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City of Cornelius
1355 N Barlow Street
Cornelius, OR 97113
503-357-9112

[provider address]

Attachment 2 - Cornelius Anti Displacement
METRO CONTRACT XXXXXX - EXHIBIT C
DRAFT December 22, 2023

Town Center Anti-Displacement and Anti-Gentrification Plan | City of Cornelius

Project Milestones, Deliverables, and Disbursement of Grant Funds

PROJECT MILESTONE AND SPECIFIED GRANT DELIVERABLES		DATE DUE	PROGRESS PAYMENT
1	Execution of Grant Agreement a) Complete project documents b) Signed and executed IGA	Feb-24	—
2	Planning Phase a) Agenda and materials from Kick-off Meeting b) Agenda for and notes from two Focus Group meetings facilitated by CBO c) Roster of selected Cornelius Community Ambassadors d) Evaluation matrix from review of existing and planned initiatives e) List of successful anti-displacement and anti-gentrification models	May-24	\$44,272
3	Small Business Support a) Engagement plan for CBO to engage small business owners b) Summary of feedback from business owners c) Matrix of strategies and tools to address the challenges faced by small business owners, developed by Consultant d) Agendas for and summaries of two educational workshops hosted by CBO e) CBO and City connect small businesses to resources and tools	Jul-24	\$34,272
4	Housing Affordability/Ownership a) Agendas for and summaries of three housing workshops hosted by CBO b) Summary report from Consultant research on Tenant Opportunity to Purchase	Oct-24	\$33,524
5	Community Development a) Agendas and rosters for four ambassador training sessions conducted by CBO b) Agendas and rosters for educational workshops conducted by CBO and co-facilitated by community ambassadors <ul style="list-style-type: none">• Visioning• Financial literacy and entrepreneurship• Understanding employment rights• Success stories	Jan-25	\$58,371

METRO CONTRACT XXXXXX - EXHIBIT C**Town Center Anti-Displacement and Anti-Gentrification Plan | City of Cornelius**

Continued

6	Final Document Development a) Final document compiles conclusions and recommendations for tools to halt or limit gentrification and displacement	Jul-25	\$10,000
7	City Council Action for Project Closeout a) Work session with the Planning Commission and Cornelius City Council to consider accepting and endorsing the Town Center Anti-Displacement and Anti-Gentrification Plan	Sep-25	\$7,794
8	Grant Completion Documentation a) Final financial report submitted and backup documentation retained on file as appropriate b) Final reporting on grant performance measures submitted and approved by Metro	Sep-25	\$10,000

APPROVED GRANT PROJECT EXPENSE DISTRIBUTION

Changes to the approved expense distribution shown at right must be approved by Metro through an amendment of this Exhibit C.	Consultant Fees	\$ 120,566
	Direct Expenses	\$ 77,668
	Contingency reserves	\$ —
	TOTAL METRO GRANT FUNDS	\$ 198,233

**2040 PLANNING AND DEVELOPMENT GRANT
INTERGOVERNMENTAL AGREEMENT
Metro – City of Hillsboro
Calle Diez Equitable Development**

This 2040 Planning and Development Grant Intergovernmental Agreement (this “Agreement”) is entered into by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland OR, 97232 (“Metro”), and the City of Hillsboro, a municipality of the State of Oregon, located at 150 East Main Street, Hillsboro, OR, 97123 (the “City”). Metro and the City may be jointly referred to herein as the “Parties” or each, individually as a “Party”.

RECITALS

WHEREAS, Metro has established a Construction Excise Tax (“CET”), Metro Code Chapter 7.04, which imposes an excise tax throughout the Metro regional jurisdiction to fund regional and local planning that is required to make land ready for development after inclusion in the Urban Growth Boundary; and

WHEREAS, the CET is collected by local jurisdictions when issuing building permits, and is remitted to Metro pursuant to Intergovernmental Agreements to Collect and Remit Tax entered into separately between Metro and the local collecting jurisdictions; and

WHEREAS, the City has submitted a 2040 Planning and Development Grant Request application attached hereto as **Exhibit A** and incorporated herein (the “Grant Request”) for the Calle Diez Equitable Development project (the “Project”); and

WHEREAS, Metro has agreed to provide 2040 Planning and Development Grant Funds to the City for the Project in the amount of \$400,000 subject to the terms and conditions set forth herein (the “Grant Funds”), and the Parties wish to set forth the timing, procedures, and conditions for receiving the Grant Funds from existing CET funds for the Project.

AGREEMENT

NOW THEREFORE, the Parties hereto agree as follows:

1. **Metro Grant Award.** Metro shall provide the Grant Funds to the City for the Project as approved by the Metro Council in Resolution 23-5371 and as described in the Grant Request, subject to the terms and conditions specified in this Agreement.
2. **Project Management and Coordination.** The Parties have appointed the staff identified below to act as their respective project managers (each a “Project Manager” and collectively “Project Managers”) with the authority and responsibility described in this Agreement:

For the City: Justin DeMello, Senior Project Manager
City of Hillsboro, Economic Development
503-681-6492
Justin.DeMello@hillsboro-oregon.gov

For Metro: Deb Meihoff, Principal
Communitas
503-358-3404
deb@communitasplanning.com

Metro and the City may each designate an additional or replacement Project Manager by providing written notice to the other party.

3. Mutual Obligations of both the City and Metro. The Parties and their respective Project Managers will collaborate to oversee the successful implementation of the Project as follows:

- (a) Selection of Consultants. The City has selected and Metro has approved ECONorthwest to perform the Scope of Work attached hereto as Exhibit B. For any additional consultants selected after execution of this Agreement, the Project Managers will work together to identify consultants best qualified to perform the Scope of Work. The Project Managers and any additional reviewers selected by the Parties will jointly review proposals from consultants and select a mutually agreeable consultant team to perform the work required to successfully complete the Project.
- (b) Schedule of Milestones. The Parties have agreed to a preliminary schedule of milestones for completion of the Project, which is attached hereto as **Exhibit C** ("Schedule of Milestones"). After the Project Managers have selected a consultant team as described in subsection 3(a), the Parties each expressly delegate authority to their respective Project Managers to prepare a revised Schedule of Milestones that will provide more detailed performance timelines for the Project, including specific consultant and/or City deliverables for each Milestone, and establishing the amount of Grant Funds to be disbursed by Metro upon satisfactory completion of each Milestone. The revised Schedule of Milestones shall be agreed to in writing and signed by the Parties' respective Project Managers. The Parties agree that once the Milestones are supplemented, revised, and agreed to by the Project Managers in accordance with this subsection, **Exhibit C** shall be automatically amended and the revised Milestones will become final and binding on the Parties unless and until later amended as allowed under paragraph 10 of this Agreement.
- (c) Project Committee(s). The Project Managers will jointly determine the role of the Project steering/technical/advisory committee(s), if any, and the composition of such committees or other bodies. Metro's Project Manager will participate as a member of any such committee.

4. City Responsibilities. The City shall perform the work on the Project described in the Grant Request, and as specified in the Milestones, subject to the terms and conditions specified in this Agreement.

- (a) Use of Grant Funds. The City shall use the Grant Funds it receives under this Agreement only for the purposes specified in the Grant Request and to achieve the Milestones as set forth in this Agreement. In the event that unforeseen conditions require adjustments to the Project scope, approach, or schedule, the City shall obtain Metro's prior written approval before implementing any revisions to the Project, which will not be unreasonably withheld.
- (b) Consultant Contract(s). Pursuant to Section 3(a) of this IGA, the City has entered into / will enter into a contract with ECONorthwest to complete the work as described in the Scope of Work and the Milestones, as revised. For any additional consultants that the Project Managers may select and -after the Project Managers have agreed on the Consultant(s) scope(s) of work and completed a revision of the Milestones as described above in section 3, the City shall enter into a contract(s) with the selected consultant team to complete the work as described in the Milestones as revised.

The contract(s) entered into by the City shall reference this agreement and reflect the Scope of Work and the Milestones, as revised.

- (c) Submittal of Grant Deliverables. Within 30 days after completing each of the Milestones, the City shall submit to Metro all required deliverables for such Milestone, accompanied by an invoice describing in detail its expenditures as needed to satisfy fiscal requirements. Deliverables must be submitted to Metro as outlined in the Milestones, as revised; the City shall not submit additional deliverables and invoices to Metro for later Milestones until Metro has reviewed and approved all prior deliverables under paragraph 5 of this Agreement.

5. Metro Responsibilities. Metro's funding commitment set forth in this Agreement shall be fulfilled solely through CET funds; no other funds or revenues of Metro shall be used to satisfy or pay any CET grant commitments. Metro shall facilitate successful implementation of the Project and administration of Grant Funds as follows:

- (a) Advisory Role. The Metro Project Manager shall take an active role as part of the Project Advisory Team and at the request of the City Project Manager will review and comment on draft project documents to communicate any concerns prior to the formal submission of the deliverables for each Milestone.
- (b) Review and Approval of Grant Deliverables. Within 15 days after receiving the City submittal of deliverables as set forth in the Milestones (as revised), Metro's Project Manager shall review the deliverables and either approve the submittal or reply with comments and/or requests for further documentation or revisions that may be necessary. The Metro Project Manager shall determine whether the deliverables submitted are satisfactory in meeting the Scope of Work and the applicable Milestones.
- (c) Payment Procedures. Subject to the terms and conditions in this Agreement, Metro shall reimburse the City for its eligible expenditures for the applicable deliverable as set forth in Revised Exhibit C within 30 days following the Metro Project Manager's approval of deliverables, invoices and supporting documents.

6. Project Records. The City shall maintain all records and documentation relating to the expenditure of Grant Funds disbursed by Metro under this Agreement, as well as records and documentation relating to the financial match being provided by the City for the Project. Records and documents described in this section shall be retained by the City for three years from the date of completion of the Project, expiration of the Agreement or as otherwise required under applicable law, whichever is later. The City shall provide Metro with such information and documentation as Metro requires for implementation of the grant process. The City shall establish and maintain books, records, documents, and other evidence in accordance with generally accepted accounting principles, in sufficient detail to permit Metro or its auditor to verify how the Grant Funds were expended, including records demonstrating how City matching funds were expended.

7. Audits, Inspections and Retention of Records. Metro, together with its auditors and representatives, shall have reasonable access to and the right to examine all City records with respect to all matters covered by this Agreement during normal business hours upon three business days' prior written notice to the City. The representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, time sheets, accounting records, and other materials pertaining to costs incurred in connection with the Project shall be retained by the City and all of their contractors for three years from the date of completion of the Project, or expiration of the Agreement, whichever is later, to facilitate any audits or inspection.

8. Term. Unless otherwise terminated under paragraph 9, this Agreement shall be effective on the last date it is executed by the parties below, and shall be in effect until all Milestones and deliverables have been completed, all required documentation has been delivered, and all payments have been made as set forth in the Milestones, as revised.

9. Termination. Metro may terminate this Agreement and cancel any remaining Grant Fund payments upon a finding by the Metro Chief Operating Officer that the City has abandoned its work on the Project or is otherwise not satisfying its obligations under this Agreement regarding the requirements of the grant.

10. Amendment. This Agreement may be amended only by mutual written agreement of the Parties.

11. Other Agreements. This Agreement does not affect or alter any other agreements between Metro and the City.

12. Waiver. The Parties hereby waive and release one another for and from any and all claims, liabilities, or damages of any kind relating to this Agreement or the Grant Funds.

13. Authority. City and Metro each warrant and represent that each has the full power and authority to enter into and perform this Agreement in accordance with its terms; that all requisite action has been taken by the City and Metro to authorize the execution of this Agreement; and that the persons signing this Agreement have full power and authority to sign for the City and Metro, respectively.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute a single document. Electronic signatures, as well as copies of signatures sent by facsimile or electronic transmission, shall be deemed original signatures for all purposes and shall be binding on the Parties.

[Signature Page Follows]

METRO

THE CITY OF HILLSBORO

By: _____
Marissa Madrigal
Chief Operating Officer

By: _____
Robby Hammond
City Manager

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

By: _____
Carrie MacLaren
Metro Attorney

By: _____
XXXX
City Attorney

Date: _____

Date: _____

Attachments:

- Exhibit A – Grant Request
- Exhibit B – Consultant(s) Scope(s) of Work
- Exhibit C – Schedule of Milestones

2040 Planning and Development Grant Application | Equitable Development

Project: Calle Diez Equitable Development

Funds requested: \$400,000

Project purpose, regional impact and equity benefits

1. Describe the proposed project and the specific goals to advance equitable development in your community. Who are the project partners and why is this work a priority? Explain how the project will facilitate or implement community development plans and/or projects that are aligned with the region's 2040 Growth Concept, meaningfully advance racial equity and deliver benefits to historically marginalized populations.

Calle Diez is more than a place - it's a tradition made by the people that grew up there, live there, shop there, and celebrate there. Straddling SE 10th Avenue on the east end of Downtown Hillsboro, Calle Diez is a vibrant multicultural business district. It is also a Latino community hub, known regionally for its wide array of mercados, carnicerías, and other Latin American businesses.

Various plans (*Downtown Hillsboro Urban Renewal Plan, Downtown Framework Plan, Comprehensive Plan*, etc.) have called for greater City investment on 10th Avenue – a major connection with high traffic volumes that runs through the heart of Call Diez. In 2021/22 City Council adopted a specific Council Goal to develop and implement a community informed vision for 10th Avenue. The Calle Diez program was born – becoming a top City priority. The program includes several concepts for projects that would directly benefit the Calle Diez community including the enhancement of wayfinding and signage, branding for the area, and improved streetscape. Many other ideas have been proposed – all with the goal of supporting this traditionally underserved community.

One of the biggest opportunities lies in the redevelopment of a city-owned block located on SE 10th Avenue and SE Washington Street. The site is currently occupied by the Hillsboro Police Department. They will be relocating within the next few years and the site will become available for redevelopment.

Before advancing concepts and specific projects, though, we recognize the need to have a meaningful dialogue with the community and develop a strategy to prevent such public investments from increasing the displacement risk that vulnerable residents and commercial tenants already face.

We have worked with our partners (listed below) to find a path forward that will demonstrate the steadfast City commitment to Calle Diez while also addressing the potential for unintended negative consequences. The next step on that path is our currently advertised RFP, titled *Calle Diez Community Engagement and Equitable Development Strategy*. The RFP seeks to bring on a consultant/CBO team with experience engaging diverse communities and creating equitable community development strategies. The team will build upon the engagement work already performed and will strengthen long-term relationships with community members.

The first phase of the RFP scope is focused on community engagement, specifically the recruitment and facilitation of a Community Advisory Council, comprised of a diverse group of community members, which will permanently represent the interests and perspectives of the neighborhood. It also focuses on assessing existing displacement risks, to both residential and commercial tenants, and researching best practices related to anti-displacement interventions. The second phase of the RFP scope (to be refined as the first phase progresses) will continue the community engagement work and focus on the completion and implementation planning of the *Equitable Development Strategy*.

The City has committed \$250,000 to fund the scope of work described in the RFP to take us through the first phase (Tasks 1 through 3). We are seeking this grant to help us carry the work all the way through the second phase (Tasks 4 and 5). Additionally, we propose to use the 2040 Planning and Development Grant funding to develop a community-led and site-specific Redevelopment Plan for the Police Department site (Tasks 6 and 7).

These following partners are already engaged and collaborate as the *Calle Diez Coordination Team*:

- Bienestar
- Centro Cultural/Latino Policy Council
- greater than
- Hillsboro Downtown Partnership
- Washington County Chamber of Commerce
- Agency partners including ODOT, TriMet, Metro, and Washington County

The City of Hillsboro wholeheartedly embraces the goals of the Metro 2040 Growth Concept for this Regional Center, Corridor, and Main Street. The Redevelopment Plan for the Police Department site, for example, presents a unique opportunity to produce “a two- to four- story, compact employment and housing development served by high-quality transit” in line with the area’s Regional Center designation. The site has the potential to anchor a transit-oriented community around the adjacent MAX stop. The Growth Concept goal to have designated Main Streets with a strong sense of the immediate neighborhood is perfectly aligned with the Calle Diez program goal of preserving neighborhood character and sense of place on 10th Avenue.

The entire Calle Diez program is firmly rooted, in fact, it is driven by the City’s commitment to advance racial equity and to deliver benefits to historically marginalized populations.

Community demographics

2. Provide demographic information including race, ethnicity, age, and income of the neighborhood or community that will be affected by the project. Indicate the data source and describe how the project geography relates to the data provided. If appropriate, include not only residential data but also relevant information (even if anecdotal) regarding local businesses, employers or commercial districts.

Demographic information available is based upon census block group boundaries. While not exactly corresponding to the project area, the following three block groups are fully located inside the project area and are representative of the community that will be affected by the project.

Census Block Group	Owner Occupied	Renter Occupied	Below Poverty Line	People of Color	Hispanic	Under 18	65 & older	Limited English Proficiency Households
325.01, Block Group 1	37.15%,	62.85%,	28.25%	58.39%	31% to 75%,	21% to 30%,	11% to 20%,	21% to 30%
324.09, Block Group 1	22.66%	77.34%,	36.59%	81.61%	31% to 75%,	31% to 50%	0% to 5%	31% to 50%
324.10, Block Group 3	6.90%,	93.10%,	42.31%	87.14%	31% to 75%,	11% to 20%,	21% to 30%	11% to 20%

Sources: American Community Survey and Decennial Census, City of Hillsboro, Washington County, Metro LCIS, ACS 5 Year 2018

At a broader level, the following information was obtained from the 2017 - 2021 ACS 5-Year by Census Tract:

Census Tract	Spanish spoken by people at least five years old	Reported that they did not speak English "very well"	Median income	People in poverty
325.01	28.9%	11.1%	\$47,321	21.7%
324.09	54.2%	22.0%	\$56,023	22.0%
324.10	44.1%	21.7%	\$69,816	13.7%

Team capacity and experience

3. Identify the roles that lead government staff and key project partners will play to implement the project and describe their qualifications and experience. Identify the roles and necessary expertise of any consultants to be hired with grant funds.

Jurisdiction or Partner	Roles
City of Hillsboro <ul style="list-style-type: none"> Karla Antonini Edma Castillo Justin DeMello Marcus Ford Chris Hartye Dan Rutzick 	<ul style="list-style-type: none"> Grant administration/project coordination Bilingual City communications Contractor manager for consultant services Community Engagement Manager Affordable Housing Manager Long-Range Planning Manager
Bienestar <ul style="list-style-type: none"> Itzel Hernandez Spehar Nathan Teske 	Support community outreach and act as liaisons to the broader community of stakeholders
Centro Cultural / Latino Policy Council <ul style="list-style-type: none"> Olga Acuña Jonath Colon Nansi Lopez 	
greater than - Elizabeth Rodriguez	
Hillsboro Downtown Partnership - EJ Payne	
Washington County Chamber of Commerce <ul style="list-style-type: none"> Christian Vasquez-Rivera 	
ODOT - Lewis Kelley	Assisting with the analysis and development of strategies, including transportation and housing components.
Washington County - Andrew Crampton	
Trimet - Bernadette Le	
Consultants <ul style="list-style-type: none"> Procurement underway 	Consultant team is to be determined, pending procurement to implement the scope of work outlined in question #5.

Lead Government Staff Qualifications and Experience

Justin DeMello, Senior Project Manager, will serve as project manager, and all staff and consultants will report to him. He is leading the City's RFP process and has 18 years of experience in economic development, project management, and civil/transportation design. Justin recently administered grant application, monitoring, and closeout tasks for Business Oregon Special Public Works Fund (SPWF) and Brownfield Redevelopment Fund grants, as well as a \$500,000 U.S. EPA Brownfield Assessment Grant.

Edma Castillo, Project Specialist, will serve as the bilingual project coordinator and will manage meeting presentations, research, and logistics. She has over 10 years of experience in community development, with 5 years in project management. Edma has lived in the Hillsboro/Calle Diez area for over 25 years and is passionate about the preservation and support for this unique neighborhood.

Karla Antonini, Project Manager, will help coordinate the grant. Karla's focus is on urban planning and Downtown revitalization that spans the Calle Diez area. She has over 28 years of experience in urban planning, with 15 years in economic development, grant management, community development, and real estate development.

Achievable outcomes

4. What is the extent of the project team's authority to implement your proposed project, make policy, or commit investments? What governing bodies, organizations or private parties will have to act to ultimately deliver project results and anticipated community benefits? Describe how these influential entities or sponsors will be informed or involved over the course of the project to cultivate their support so that the project outcomes are achieved.

The project team has been authorized to carry out the described scope of work and may recommend projects, policies, and investments. However, the authority to implement the recommended projects and policies, and to commit investments, rests primarily with the Hillsboro City Council. Depending on the nature of the recommended interventions, which are an outcome of this work, the influential entities may also include CBOs and private property owners.

As described in the scope deliverables, project materials and progress will be presented to City Council at key milestones, at a minimum. The commitment of City Council and City Management is documented in the attached letter of commitment.

The CBOs and agency partners that potentially may become influential entities in the implementation of the recommended projects are key stakeholders and will continue to be involved on a day-to-day basis and will be invited to project meetings, engagement events, and presentations. Their participation is either being provided without reimbursement or through separate agreements, depending on the nature of their work and involvement. Additionally, CBOs may act as consultants and have been invited to submit, either as a prime or subcontractor, on the RFP. Their support is documented in the attached letters and is already being demonstrated through their collaboration to date, which includes attendance at Quarterly Calle Diez Update meetings and monthly Calle Diez Working Group meeting.

Several private property owners have been briefed by the project team on the project and are agreeable to the general goals. Further engagement will depend on the nature of the recommended projects.

Scope of work

5. Succinctly outline your approach to the project and the major project elements and deliverables you envision. Provide a bulleted list outline of the components or phases of work, the tasks and partners involved in each phase or element, the key work products and the general timeframe to complete the project.

MAJOR ELEMENT #1: Calle Diez Community Engagement and Equitable Development Strategy (Phase 1) **(Other funds pledged by City of Hillsboro for Tasks 1 through 3)**

Task 1 - Planning

- Define goals and outcomes, identify key performance indicators, and develop a plan for measuring the results of the Equitable Development Strategy in the short and long term.
- Identify and document project risks and prepare responses to ensure maximum mitigation.
- Research existing conditions, including planning documents, concept plans, and demographic data and make recommendations for any initial data collection required.
- Research best practices, including case studies, plans, documents, and research related to displacement prevention and mitigation.
- Deliverables:
 - Schedule
 - Define goals, objectives, and outcomes
 - Plan for how to measure success
 - Research summary of current City plans and policies in the work area
 - Best practices research document
 - Review of demographic research

Task 2 - Community Engagement (Phase 1)

- Assess existing electronic community engagement tools, analyze outcomes achieved from initial City engagement, and recommend most effective methods of community engagement.
- Integrate Cultural Arts District branding into the community engagement.
- “Close the loop” with community members who participated in the preliminary City engagement (conducted in 2022) and show them how their input has been summarized, used, and how it will continue to be used.
- Recruit, coordinate and facilitate new Calle Diez community advisory body.
- Deliverables:
 - Meeting agendas, materials, notes and report-backs
 - Community engagement approach, implementation plan, and implementation activities
 - Memo and presentation summarizing the engagement assessment and recommendations.

Task 3 - Strategy Development (Phase 1)

- Perform commercial displacement risk analysis and provide evaluation of potential interventions.
- Develop initial strategy containing recommendations for policies, strategies and tools that will further the creation of an inclusive neighborhood and prevent involuntary displacement of residents and commercial tenants. Include assessment of how public improvements may accelerate displacement and implementation planning, including a prioritization list and high-level cost estimates for implementation of prioritized interventions.
- Develop initial strategies to preserve and embrace the area’s vibrant Latino culture.
- Compile and present initial strategies to community members, City staff and City Council for feedback.
- Deliverables:
 - Commercial displacement risk analysis memo
 - Initial draft of specific strategies, tools and programs
 - Presentation materials and presentations to share initial strategies with community members, City staff, City Council, and other pertinent boards, committees, and partners.

MAJOR ELEMENT #2: Calle Diez Community Engagement and Equitable Development Strategy (Phase 2) (GRANT FUNDS REQUESTED for Tasks 4 and 5)

Task 4: Community Engagement

- Focus groups and open houses
- Other engagement activities as determined effective, including pop-up displays, virtual gatherings or other activities based on consultant’s expertise.
- Deliverables:
 - Focus groups, open houses, and other engagement activities.
 - Post-engagement documentation and follow-up, including how recommended strategies link back to the community feedback received or includes justification of why it was not incorporated, and engagement evaluation summaries (coded responses; general themes from feedback; number of participants; demographic information, etc.).

Task 5: Strategy Development

- Refine strategy based on feedback and align expected outcomes with established metrics.
- Develop a strategy implementation plan identifying prioritization and timeframe, as well as potential funding, partners, and other resources.
- Present updated strategies.
- Develop processes for City staff to evaluate implemented strategies against the chosen metrics.
- Deliverables:

- Final Equitable Development Strategy, including recommended strategies, tools and programs with identification of funding sources and partners to implement strategies, strategy development materials, defined processes for evaluation of implemented tools and strategies, and map of recommended opportunities.
- Presentations of final strategies to decision-makers and partners

**MAJOR ELEMENT #3: Redevelopment Plan for the Police Department Site
(GRANT FUNDS REQUESTED for Tasks 6 and 7)**

Task 6: Preferred Site Plan and Design Concept

- Procurement
 - Procure consultants to conduct analysis, test feasibility, and design the preferred site concept.
- Public Engagement
 - Public engagement will consist of community meetings, design workshop(s), a Technical Advisory Committee (TAC) and the Calle Diez Community Advisory Council. Additional outreach and engagement strategies may be utilized.
- Site/Building Survey and Assessments.
 - Determination of site boundaries and features, assessment of conditions including existing buildings and infrastructure. Preliminary zoning and land use analysis.
- Program Investigation and Preliminary Project Goals
 - Launch community engagement and Technical Advisory Committee to explore program goals and development options.
- Design Workshops.
 - Conduct 1-3 workshops with the community to refine design and development priorities.
- Develop Preferred Concept Plan

Task 7: Development and Financial Feasibility Analysis and Plan

- Needs Assessment
 - The Needs Assessment will be completed in conjunction with the development of the preferred site and design plan carried out by the design team. This process will involve input and preferences from City staff, project partners, residents, and the other consultant teams. The assessment will consider options for building reuse/remodel or new building design types, site amenities, infrastructure upgrades, and phases of development.
- Project Financial Analysis
 - Analyze initial costs for development of the preferred design concept. Identify likely sources of funding and recommend a phasing schedule, if applicable.
- Development Sources and Uses.
 - The final phase of the analysis will produce a detailed and viable development Sources and Uses for the project that is tested against funding constraints and opportunities.

Proposed project budget

6. Use the budget template provided to show the estimated project costs by major phase or component. The budget table should align with the project scope of work and include major tasks or elements identified in question #5. Indicate estimated costs for consultant work as well as other direct project expenses. In the space below, describe the methodology used for estimating project costs, and identify any additional funds (if any) that have been pledged by project partners or other sources.

Costs were developed using analogous estimating and are based on recent similar projects performed in our area, such as for the City of Beaverton Downtown Equity Strategy which is analogous to Tasks 1 through 5, and the Clackamas Heights Master Plan, which is analogous to Tasks 6 and 7. The City has committed \$250,000 for the Calle Diez Community Engagement and Equitable Development Strategy tasks.

2040 Planning and Development Grant Application
Proposed project budget | All Application Types

Project Name: Calle Diez Equitable Development

Grant Funds Requested: \$400,000

Other funds Pledged: \$250,000

PROJECT COMPONENT (Phase, element, deliverable, etc.)	CONSULTANT FEES	CBO PARTICIPATION AND/OR COMMUNITY LIAISON	OTHER DIRECT PROJECT COSTS (see note #2)	TOTAL
MAJOR ELEMENT #1: Calle Diez Community Engagement and Equitable Development Strategy (Phase 1) (Other funds Pledged - By City of Hillsboro)	Total of Tasks 1 through 3			\$ 250,000
Task 1 - Planning	\$ 25,000	(See note #1 below)		\$ 25,000
Task 2 - Community Engagement	\$ 75,000		\$ 25,000	\$ 100,000
Task 3 - Strategy Development	\$ 125,000		\$ -	\$ 125,000
MAJOR ELEMENT #2: Calle Diez Community Engagement and Equitable Development Strategy (Phase 2) (GRANT FUNDS REQUESTED)	Total of Tasks 4 and 5			\$ 200,000
Task 4 - Community Engagement	\$ 60,000	(See note #1 below)	\$ 20,000	\$ 80,000
Task 5 - Strategy Development	\$ 120,000		\$ -	\$ 120,000
MAJOR ELEMENT #3: Redevelopment Plan for Police Department Site (GRANT FUNDS REQUESTED)	Total of Tasks 6 and 7			\$ 200,000
Task 6 - Preferred Site Plan and Design Concept	\$ 90,000	(See note #1 below)	\$ 10,000	\$ 100,000
Task 7 - Development and Financial Feasibility Analysis and Plan	\$ 90,000		\$ 10,000	\$ 100,000
TOTAL PROJECT BUDGET				\$ 650,000

Note #1: CBO participation is either being provided without reimbursement or through separate agreements, depending on the nature of their work and involvement. Additionally, CBOs may act as consultants and have been invited to submit, either as a prime or subcontractor, on the RFP.

Note #2: Other Direct Project Costs includes stipends ("consultant fees") paid to community members as reimbursement for their time and work. Stipends may be paid for attending focus groups, open houses, serving on the Community Advisory Council, and the like.



August 1, 2023

Metro
Attention: Serah Breakstone

RE: Letter of Commitment for the Calle Diez Equitable Development Grant Project

Dear 2040 Planning & Development Grants Manager,

We are writing to express the commitment of the Hillsboro City Council and City Management to the Calle Diez Equitable Development Project. We wholeheartedly endorse this initiative and are committed to fully funding the necessary staff resources to ensure the successful realization of this transformative endeavor.

The Calle Diez effort holds immense significance for Hillsboro as it aligns seamlessly with our goals for equitable development and inclusivity. In fact, focusing investment in Calle Diez was specifically adopted as a City Council goal for 2023. This project is emblematic of our city's core values, aiming to create a more sustainable, connected, and prosperous future for all residents, irrespective of their backgrounds or socioeconomic status.


As you are aware, Hillsboro has already made significant investments in the Calle Diez area in recent years and is currently deepening community engagement with an immediate focus on the development of an Equitable Development Strategy. The 2040 Planning and Development Grant will serve as a catalyst to complement these efforts and take them to new heights.

The grant will play a pivotal role in the development of innovative strategies to address existing challenges and disparities in the Calle Diez area. It will enable us to engage with residents and other stakeholders to ensure that their voices are heard and valued in shaping the neighborhood's future.

We recognize that the success of this project hinges on the expertise and dedication of our city staff and external consultants. Rest assured, we are fully committed to providing the necessary financial resources to support their crucial work and ensure that this endeavor reaches its full potential.

Thank you for considering our application. We eagerly anticipate the opportunity to collaborate with Metro and other stakeholders to bring this vision to life.

Sincerely,

DocuSigned by:

B21086F82DAB44B...
Steve Callaway
Mayor

DocuSigned by:

0FC2577717B047B...
Robby Hammond
City Manager



August 10, 2023

Laura Dawson Bodner
Equitable Development Grant Program Metro Regional
Government
Portland, Oregon 97223

Dear Laura Bodner:

Bienestar writes in support of the City of Hillsboro's application for an Equitable Development Grant from your organization. Bienestar has been active with the City of Hillsboro on the 10th Avenue (Calle Diez) work and has a strong interest in supporting Latinxs and communities of color in the area around 10th Avenue, to avoid displacement, build community and long-term stability. Bienestar has been active in the Calle Diez Coordination Team & Working Group since their inception.

We urge Metro to award grant funds to the City of Hillsboro to continue its equitable development work and support work for the Calle Diez area that will improve the quality of life and economic mobility for both residents and Latinx businesses.

Thank you.

Sincerely,

A handwritten signature in black ink, reading 'Nathan Teske', is positioned above the printed name.

Nathan Teske
Executive Director

Bienestar builds housing, hope, and community for the wellbeing of Latinxs, immigrants, and all families in need



August 9, 2023

Laura Dawson Bodner
Equitable Development Grant Program
Metro Regional Government
Portland, Oregon 97223

Ms. Dawson Bodner:

This letter is in support of the City of Hillsboro's application for an Equitable Development Grant from your organization. Centro Cultural has been a longtime partner of the City of Hillsboro in its work to address the needs of residents of color and small businesses. They have supported and sponsored many of our community activities and cultural events.

We have partnered with the City of Hillsboro Calle Diez program/work since the fall of 2021, and we play an active role participating in the Calle Diez Coordination Team & Working Group. In this role, we engage with the City of Hillsboro and other partners who have built relationships with the community of 10th Avenue.

Granting the Equitable Development Grant to the City of Hillsboro will undoubtedly support and uplift the work for the Calle Diez area that will improve the quality of life and economic mobility for both residents and Latino businesses. Lastly, the City of Hillsboro and its staff are committed to all the residents of Hillsboro and we are confident that they will meet and exceed any expectations laid out by this application process because of their strong commitment to equity.

Sincerely,

Maria Caballero-Rubio
Executive Director



August 10, 2023

RE: Letter of Commitment for the Calle Diez Equitable Development Grant Project

Dear 2040 Planning & Development Grants Manager,

This letter serves as Greater Than's official commitment to the Calle Diez Equitable Development Project. We pledge to participate in and engage with the Calle Diez Coordination Team to continue our support and dedication to the development of a natural hub for the Hillsboro community.

The Calle Diez Equitable Development Grant Project's major elements align with Greater Than's three pillars: education, community, and equity. Our programs aim to advance a racially just future for learning because equitable **education** is a right. We are intent on moving from a system of holding power *over* community to holding power *with* **community**. We are committed to racial **equity** and the restructuring of systems that create inequities for marginalized individuals.

In 2020, the Greater Than board selected Lincoln Street Elementary School (LSES) in the Hillsboro School District as a high level of opportunity, interest, and capacity to support the project, along with alignment with our values regarding racial equity and parent leadership. Lincoln Street Elementary School lies within the Hillsboro Downtown Urban Renewal Area boundary as well as Northwest of the Calle Diez Project Area. With roughly 50% of Greater Than's first transitioning cohort residing within the Calle Diez Project Area, we are mission-driven to support and empower our students and their community.

This grant will support our efforts to break through barriers and connect with Hillsboro Community members to lead with anti-displacement interventions and creating equitable community development strategies.

Sincerely,

Elizabeth Rodriguez,

Lincoln Street Elementary School Program & Partnership Administrator

A handwritten signature in black ink, appearing to read "Elizabeth Rodriguez".



August 10, 2023

Metro
600 NE Grand Street
Portland, Oregon, 97232

To Whom It May Concern:

We are writing to express our support for the City of Hillsboro's funding request for a 2040 Planning and Development Grant for the Calle Diez Equitable Development Project.

As a community nonprofit in Downtown Hillsboro, we spend a lot of time advocating for and amplifying the voices of the people in our community. We believe that their input is imperative to the development and growth of our community while preserving the cultural resources which have been built over decades of Latino families calling Downtown Hillsboro home. For this reason, we are in full support of the City's efforts to include the Latino community in the redevelopment of this neighborhood and commitment to preventing gentrification through that process.

We have been part of the public discourse surrounding Calle Diez and the community-driven stabilization and support of the neighborhood which has already begun through the City of Hillsboro's monetary investments thus far. As a community partner, we are confident of the City's investment to go beyond dollars and trust that they are committed to development in a way that preserves the Latin American heritage of Calle Diez.

Funding this project will undoubtedly create new opportunities for this underserved community and improve the quality of life for those who live and work there. Please feel free to contact me for any additional information.

Sincerely,

A handwritten signature in black ink that reads "Elisa Joy Payne".

Elisa Joy Payne
Executive Director



August 9, 2023

Laura Dawson Bodner
Equitable Development Grant Program
Metro Regional Government
Portland, Oregon 97223

Ms. Dawson Bodner:

This letter is in support of the City of Hillsboro's application for an Equitable Development Grant from Metro. The Latino Policy Council (LPC) has partnered with the City of Hillsboro to address the needs of residents of color and small businesses, specifically those from the Calle Diez area. The City of Hillsboro has been very responsive to Calle Diez by bringing LPC and other partners like Bienestar, Centro Cultural, Hillsboro School District, and many more to ensure that they are putting the experts of this community at the forefront of all the work they produce for this historically marginalized community.

The Equitable Development Grant opportunity for the City of Hillsboro will support the much-deserved attention this part of Hillsboro needs to preserve the culture and the communities of color along this area. The City of Hillsboro has a strong relationship with this community, and LPC is confident that they will do right by this community with the support of this grant.

If I can provide any additional information, please let me know.

Sincerely,

Dr. Olga L. Acuña,
Chair Latino Policy Council



August 9, 2023

Metro
600 NE Grand Street
Portland, Oregon, 97232

To Whom It May Concern:

I am writing in support of the City of Hillsboro's request for a 2040 Planning and Development Grant to support their Calle Diez Equitable Development Project.

TriMet is currently collaborating with local partners to improve bus service along Tualatin Valley Highway (TV Hwy). The TV Hwy corridor, including Calle Diez, is a state-owned roadway where TriMet operates a very high-ridership bus line serving a number of diverse communities. However, the corridor needs substantial investment in basic infrastructure to improve safety and accessibility for people using transit. We are confident that our future TV Highway Transit Project will bring faster, more reliable bus service, along with safety and accessibility improvements for people walking, rolling and accessing transit. Better transit here means increased access to opportunity for thousands of people.

In the meantime, the City of Hillsboro's Calle Diez Equitable Development Project work will help expand community engagement and strengthen relationships among state, regional and local government agencies and the people we serve. TriMet values the partnerships in the Calle Diez Equitable Development Working Group. We also appreciate the City's important work focused on increasing access to information and opportunity as well as exploring the potential for a transit-oriented community in the Calle Diez neighborhood. This kind of community-led engagement will help us deliver a transit project that best serves those who need it the most, while looking to minimize potential harms like gentrification and displacement.

TriMet is eager to continue partnering with the City of Hillsboro Equitable Development Working Group and is please to support this application for a 2040 Planning and Development Grant.

Sincerely,

A handwritten signature in blue ink, appearing to read "JC Vannatta", is written over a faint, light blue circular stamp. The signature is fluid and cursive.

JC Vannatta
Executive Director of Public Affairs



08/01/23

To: Equitable Development Committee,
2040 Planning and Development Grant

Dear Esteemed Committee Members, I reach out on behalf of the Washington County Chamber of Commerce to ardently endorse the Calle Diez Equitable Development project as it seeks funding through the 2040 Planning and Development Grant.

Our connection with Calle Diez isn't just recent; it's historical. From the very genesis of this visionary endeavor, our chamber has been an active collaborator, deeply recognizing its transformative promise for Downtown Hillsboro. Beyond its vibrant business activity, Calle Diez stands as a testament to multicultural unity, a thriving Latino community hub celebrated for its dynamic tapestry of mercados, carnicerías, and diverse Latin American businesses.

The developmental strides envisioned by this project harmoniously align with our shared aspirations for the community. Streetscape enhancements, community-centric spaces, and initiatives to foster local business growth reflect a robust roadmap for the district's future.

Our commitment to this project isn't merely in words. The chamber has been proactive in bolstering Calle Diez's objectives. By championing community engagement events, facilitating meaningful dialogues between businesses and stakeholders, and channeling resources, we strive to ensure the project's resonant success.

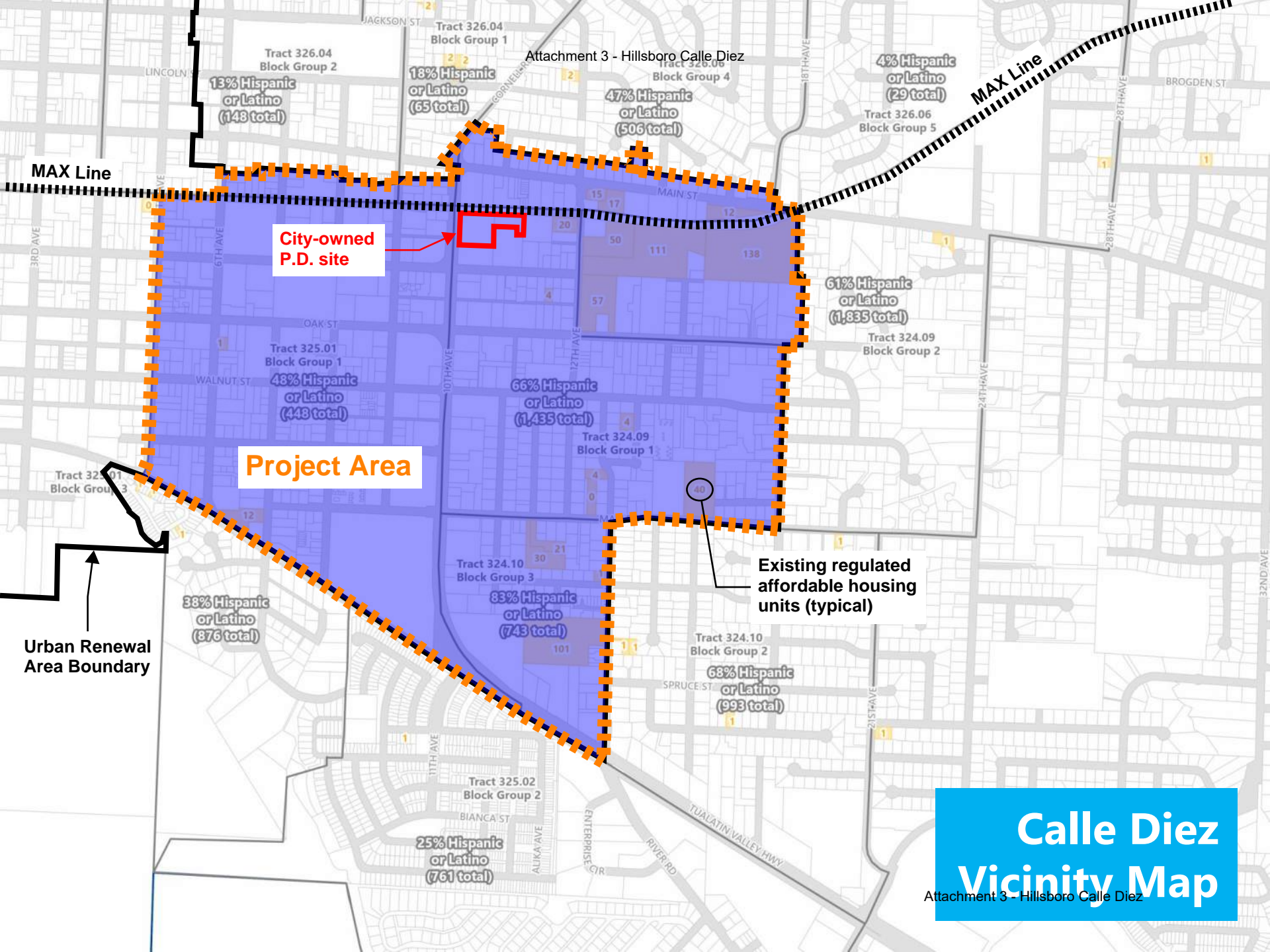
Moreover, the project's meticulous approach to tackling displacement risks, paired with its emphasis on fostering genuine community engagement, underscores its holistic vision. The collaborative spirit, as evident by partnerships with organizations like Bienestar and Centro Cultural, further augments our confidence in the project's long-term impact.

Embedded within the framework of the 2040 Growth Concept, Calle Diez represents more than a developmental initiative. It symbolizes a visionary blueprint for an inclusive, community-driven, and equitable future. We remain hopeful that the committee will discern its profound potential, granting it the necessary support to flourish.

A handwritten signature in black ink, appearing to read 'Deanna Palm'. The signature is fluid and cursive, with a large loop at the end.

Deanna Palm
President/CEO

Washington County Chamber of Commerce

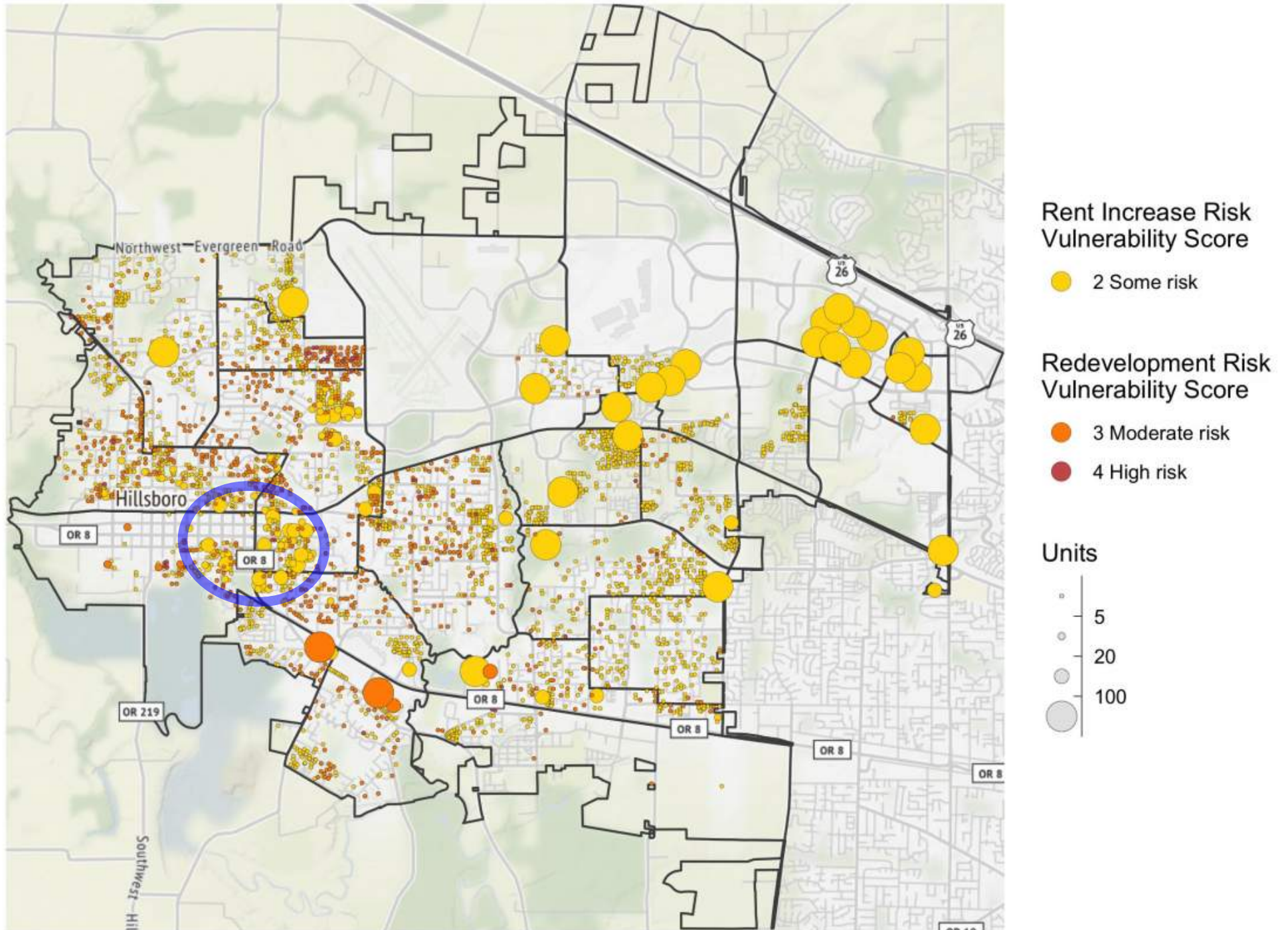


Calle Diez Vicinity Map

Attachment 3 - Hillsboro Calle Diez

Housing with Greater Potential for Displacement Due to Redevelopment or Rent Increases from Repositioning

Source: ECONorthwest, using data from Metro's Multifamily Inventory and Regional Land Information System (RLIS) tax lot layer



CITY-OWNED POLICE DEPARTMENT SITE (SE 10TH AVENUE AND SE BASELINE STREET)





SE 10th Ave

8

SPEED
25

It's A-Boat Time You Cruised

CALLE
DIEZ

Preliminary Community Engagement



Workshops
Date: May 11, 12, & 14
Location: Senior Center



Interactive Model
Location: Shute Park Library



Pop Up Events
Date: May 28
Locations: Super Mercado Paisano and M&M Market

The pop event included the model and two boards with several images of opportunities to select preferences

Participants were given three sticky dot per person and asked to place them on the images they most liked.

- Other Engagement Included:**
- Several focus groups
 - In-person canvassing
 - Spanish-language media
 - Online survey with 426 participants



40 dots



20 dots



14 dots



21 dots



27 dots



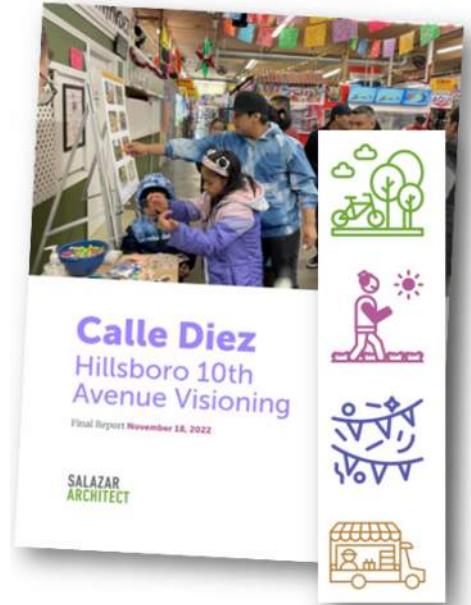
34 dots

Preliminary Community Engagement Summary

The study area on 10th Avenue has become an important economic and social center for the Latinx/o community in the greater Hillsboro area. This first phase of community engagements allowed the City to start the conversation about the future for this uniquely multicultural area.

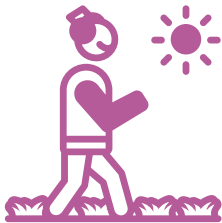
There are clear commonalities among all the engagements that were conducted (surveys, focus groups, workshops, and pop-up events). These commonalities are the core values of this community. The graphic below reflects the common themes: Connection to Nature, Comfort and Safety, Community, and Local Economy.

Local authorities, community partners, business owners, and residents should reference these values when proposing changes and planning future projects in the area.



Connection to Nature

Walking trails, garden beds, parks, water elements, animals, birds, play areas, trees in sidewalks



Comfort and Safety

Walkability, safe crossings, wider sidewalks, street lighting, reduce traffic and speed



Community

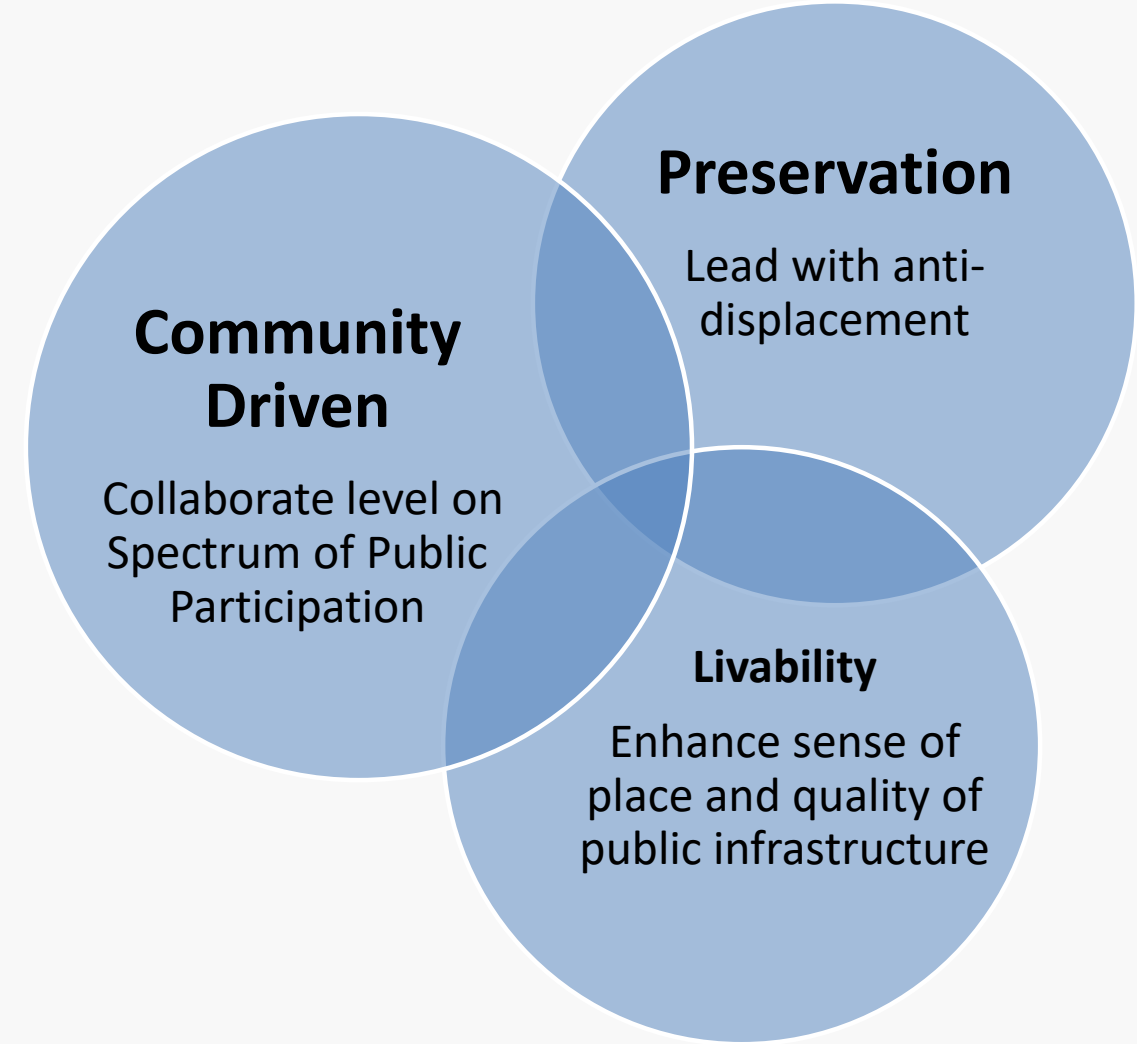
Celebration of cultures, arts, festivals, gathering spaces, social and clinic services



Local Economy

Affordable Housing, active night live, food trucks

Community Engagement and Equitable Development Strategy RFP



Attachment 3 - Hillsboro Calle Diez

	Phase 1	Phase 2
Community Driven	Facilitate and recruit Calle Diez Community Advisory Council Assess current City engagement tools, recommend methods, and development engagement plan Refine Phase 2 Scope based on community feedback	Transition to permanent engagement framework
Preservation	Assess existing displacement risks Research best practices Develop metrics	Equitable Development Strategy including: <ul style="list-style-type: none">tools to preserve low-cost housingIdentification of specific opportunities for interventionImplementation planning
Livability	Develop a shared understanding with community members of urban renewal best practices and existing programs so community members are prepared to conduct community engagement activities specific to potential future projects.	Develop strategies that enhance the 10 th Avenue commercial area to promote neighborhood cohesiveness and improve livability for existing residents and small business owners.



City of Hillsboro
Request for Proposals (Professional Services)

RFP Title: Calle Diez – Community Engagement and Equitable Development Strategy
RFP No: 202305-10022

Contact:	Justin DeMello justin.demello@hillsboro-oregon.gov 503.681.6492
Submit Proposals Electronically to:	Submit proposals electronically on the City’s eBidding site located at: https://www.hillsboro-oregon.gov/Bid-RFP . Hard copy proposals will not be considered. Late proposals will not be considered. Proposals may be submitted in English and/or Spanish.
Issue Date	June 29, 2023
Pre-Proposal Conference	A non-mandatory pre-proposal conference will be held on July 18, 2023 at 1:00 PM PST. Location and Zoom link will be posted as an addendum to this RFP.
Deadline for Questions:	July 20, 2023 at 5:00 PM PST Questions may be submitted in English and/or Spanish.
Proposal Due Date and Time:	Not Later than 2:00:00 PM PST, August 10, 2023

Request for Proposals (“RFP”) Availability:

This RFP is available electronically at <https://www.hillsboro-oregon.gov/bid-rfp>. Registration is at no charge and vendors need not pay for a subscription to access the City’s RFP’s and bidding opportunities.

INTRODUCTION

City of Hillsboro (“City”) is seeking proposals from consultants with experience engaging diverse communities and creating effective, inclusive, and equitable community development strategies on the municipal level. The consultant will build upon preliminary engagement work and will help establish and strengthen long-term relationships with community members.

Consultants are invited to submit a response outlining their experience and qualifications in performing work related to the services required. Due to the items in the scope requiring different types of experience, it is anticipated that proposers will submit proposals with subconsultants as part of a team.

The City anticipates a term of up to **three years** and to spend approximately **\$250,000**.

Sections of this RFP include:

- I. [Project Background](#)
- II. [Anticipated Scope of Work](#)
- III. [Proposal Submission](#)
- IV. [Proposal Evaluation](#)
- V. [Best and Final Offers](#)
- VI. [General RFP Terms](#)

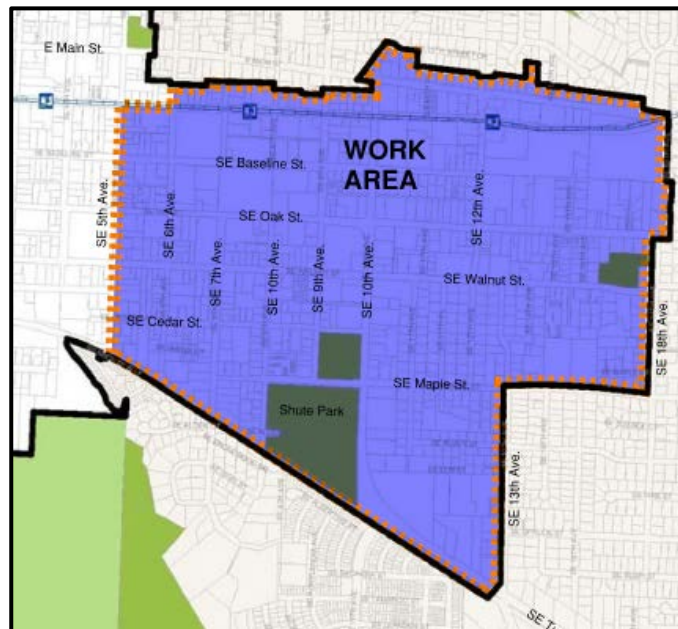
I. PROJECT BACKGROUND

Proposers are encouraged to visit www.Hillsboro-oregon.gov/10thAvenue and learn more about the City’s initial steps to support the neighborhood centered on 10th Avenue, known as Calle Diez.

The geographic area for this work is identified as the “Work Area” in the map below. This boundary is not an official neighborhood boundary or district, and it is established solely to define this contract scope of work.

The City is seeking to build a framework for permanent community engagement and support for the Calle Diez neighborhood, in line with community members’ goals. Those goals were documented in preliminary engagement work as 1) Connect to Nature, 2) Comfort and Safety, 3) Community, and 4) Local Economy.

The Calle Diez Equitable Development Strategy will be a guide for spending public resources, recognizing that the area’s future should align with the core values of the community.



The City has identified potential development and infrastructure opportunities, including the redevelopment of the City-owned site at Baseline and 10th Avenue and modifications to major neighborhood roadways. Additionally, we anticipate rolling out a strategic branding, marketing, and communications plan for the [Cultural Arts District](#). The Cultural Arts District is anchored by three cultural hubs, one of which is 10th Avenue. The Calle Diez community engagement will center neighborhood voices in the development of the branding plan. We also continue to make immediate investments in the area, such as sidewalk repairs, enhanced lighting, landscaping improvements, and business grants. The Equitable Development Strategy is needed to guide these and other initiatives to ensure that Calle Diez is a vibrant and welcoming place for diverse communities.

Planning efforts, urban renewal, public infrastructure, and redevelopment can bring about significant positive changes in quality of life. We also know that negative consequences often result from public infrastructure improvements and redevelopment activities, disproportionately impacting people of color and low-income residents and business owners. Preventing and mitigating the involuntary displacement of residents and businesses is a central tenet of this work. Involuntary displacement can refer to demolition of homes or businesses, rising housing costs and commercial rents that price out existing residents and businesses, and cultural displacement that occurs through changes in the aspects of a neighborhood that have provided people of color with a sense of belonging and connection.

The Equitable Development Strategy will help the City and partners thoughtfully navigate decision-making to avoid negative consequences within and adjacent to the area. The strategy will be directly informed by the community members most likely to be impacted by future investments. All public communications will be made simultaneously in English and Spanish, and attention will be given to ensuring means and methods of communication are culturally effective.

This work is informed by several plans and reports including:

- [Hillsboro 2035 Community Plan](#)
- [City of Hillsboro Downtown Framework Plan](#)
- [Downtown Hillsboro Urban Renewal Plan](#)
- [Calle Diez | Hillsboro 10th Avenue Visioning Report](#)
- [Hillsboro Cultural Arts Action Plan](#)
- [Leading with Race: Research Justice in Washington County](#)
- Displacement and Gentrification Risks and Potential Mitigations

The following partners are engaged in this work and collaborate as the Calle Diez Coordination Team:

- [Bienestar](#)
- [Centro Cultural](#)
- [greater than](#)
- [Hillsboro Downtown Partnership](#)
- [Latino Policy Council](#)
- [Washington County Chamber of Commerce](#)
- Agency partners including ODOT, Trimet, Metro, and Washington County

II. ANTICIPATED SCOPE OF WORK

The City intends to award a single (Phase 1) contract initially from this RFP. However, a second (Phase 2) contract, or amendment, is anticipated. The scope of the Phase 2 work will be refined as an outcome of the Phase 1 engagement planning and community feedback.

The Phase 1 scope is focused on community engagement, specifically the recruitment and facilitation of a new community advisory body. It also focuses on assessing existing displacement risks and researching best practices related to anti-displacement interventions.

Phase 2 will continue the work of Phase 1 and focus on the completion and implementation planning of the Equitable Development Strategy.

ANTICIPATED PHASE 1 TASKS:

Task 1: Planning and Management

Objectives:

- a) Define metrics and outcomes of success
- b) Research existing conditions and best practices
- c) Assess commercial displacement risk
- d) Refine Phase 2 scope
- e) Identify components of future work needed to support a permanent Calle Diez program

Task 1.1 Management

- a) Schedule calls with City staff two times per month, with more coordination during times of peak activity.
- b) Manage the schedule and deliverables
- c) Phase 2 scoping

Task 1.2 Define metrics

- a) Develop goals and outcomes in consultation with City staff and community members.
- b) Develop a plan for measuring the results of the Equitable Development Strategy in the short and long term. Define outputs and outcomes using a racial equity focus. This should include an analysis of what to measure, how to measure it and why the measurement is important.

Task 1.3 Existing conditions research

Review current plans and documents related to planning, redevelopment, economic development, and infrastructure in the work area. Review demographic data compiled for the work area and make recommendations for any initial data collection to be obtained by City staff or consultant. Plans and documents include those from and relating to the following:

- Downtown Solutions Couplet Analysis
- OR8: Oak/Baseline/10th Avenue Study
- Downtown Hillsboro 10th Avenue Site Studies (SERA Architects)
- Tualatin Valley Highway transit project

- Block 67 redevelopment project
- *Displacement and Gentrification Risks and Potential Mitigations* (April 2022, EconNW)
- *Calle Diez | Hillsboro 10th Avenue Visioning Report* (Nov. 2023, Salazar Architects)

Task 1.4 Best practices research

- a) Review existing case studies, plans, documents, and research related to displacement prevention and mitigation within the United States deemed applicable to this context.
- b) Review existing plans, documents and research related to redevelopment efforts that aim to proactively create inclusive places for diverse communities nationwide.
- c) Conduct additional best practices research as needed.

Task 1 Key Deliverables:

- a) Schedule
- b) Define goals, objectives, and outcomes
- c) Plan for how to measure success
- d) Research summary of current City plans and policies in the work area
- e) Best practices research document
- f) Review of demographic research

Task 2: Community Engagement

Objectives:

- a) The selected methods should align with racial equity tools and ensure that underrepresented communities are prioritized for engagement. This should include people of color, renters, low-income residents, owner-operated small business owners, residents with disabilities, youth, and seniors. It is expected that this work will include regular engagement with existing advisory bodies including, at minimum, the Calle Diez Coordination Team and the Urban Renewal Advisory Committee.
- b) With the support of existing partners that have already built relationships and trust in the community, recruit diverse community members to participate in engagement activities.
- c) Develop a shared understanding with community members of redevelopment best practices and existing programs so community members are prepared to conduct community engagement activities specific to each project in later tasks.
- d) Develop and implement a robust community engagement process that incorporates diverse community members' lived experiences and needs into the strategy development work. This process should include a broad engagement of individuals and families that live, own businesses, work, frequent, or play in the work area, including those typically difficult to reach. It must also include built-in steps to present, reevaluate approaches and strategies, refine processes and strategies in order to develop successful tools that will have meaningful community support.
- e) Strategic collaboration with Cultural Arts District branding plan project to streamline engagement and align with anti-displacement strategy.

Task 2.1 Planning

- a) Assess the electronic community engagement tools the City is using, including the [10th Avenue webpage](#) and [‘Engage Hillsboro’ project page](#)
- b) Analyze community engagement outcomes achieved from preliminary City engagement.
- c) Recommend most effective methods of community engagement to be utilized.
- d) Meet with City staff and partners regarding integration of the Cultural Arts District branding plan in the community engagement.
- e) “Close the loop” with community members who participated in the preliminary City engagement and show them how their input has been summarized, used, and how it will continue to be used.

Task 2.2 Community advisory body

- a) Recruit, coordinate and facilitate new Calle Diez community advisory body. The body is intended to be permanent and will advise on the equitable development strategy and any other projects or initiatives impacting the Calle Diez area
- b) Discuss the potential makeup and structure of the group with City staff and partners.
- c) Utilize networks to recruit community members’ participation, in consultation with City staff.

Task 2 Key Deliverables:

- a) Meeting agendas, materials, notes and report-backs
- b) Community engagement approach, implementation plan, and implementation activities
- c) Memo summarizing the community engagement assessment and recommendations

Task 3: Strategy Development

Objectives:

- a) Develop strategies to prevent, minimize, and mitigate involuntary displacement.
- b) Develop strategies that preserve an inclusive neighborhood that is reflective of the racial and income diversity of Hillsboro, and where residents and businesses choose to stay and locate.
- c) Develop strategies that reflect the history and cultural significance of the neighborhood.
- d) Develop strategies that enhance the 10th Avenue commercial area to promote neighborhood cohesiveness and improve livability for existing residents and small business owners.
- e) Identify additional opportunities such as underutilized properties.

Task 3.1 Commercial Displacement Risk Analysis

- a) Inventory existing “naturally occurring” low-cost market rate commercial properties and explore strategies to acquire or otherwise preserve it.
- b) Identify specific properties where displacement may be a concern and where the City may wish to explore interventions.
- c) Provide evaluation of potential interventions and mitigation measures to address commercial displacement and gentrification risks.

Task 3.2 Initial strategy development

- a) Working with City staff and community members, utilize best practices research, data, and community experience to develop recommendations for policies, strategies and tools that will

further the creation of an inclusive neighborhood and prevent involuntary displacement of residents and businesses. These strategies are expected to include:

- General anti-displacement
 - Identify types of community enhancements, infrastructure improvements, amenities, businesses, and institutions that benefit existing residents, including low-income community members.
 - Assess the impact of how small and large public improvements in the area may accelerate displacement.
 - Identify opportunities within the work area for targeted interventions.
- Residential anti-displacement
 - Identify proven and innovative strategies and tools to preserve low-cost market rentals and home ownership retention for vulnerable households in the work area.
 - Recommend strategies to develop and fund efforts to incentivize construction of affordable housing and different housing types, including new affordable homeownership options in the work area.
 - Identify specific opportunities for targeted interventions.
- Commercial anti-displacement:
 - Recommend strategies for protecting and enhancing the businesses.
 - Recommend modifications to existing incentive programs to mitigate business displacement in the work area, and recommend new incentives that are proven and innovative.
 - Identify needs of new and existing business owners of color and develop recruitment and retention strategies to encourage and support their presence.
 - Recommend strategies to incentivize and facilitate diverse small business organizing and leadership development.
 - Identify specific opportunities for targeted interventions.
- Implementation Planning
 - Review previously identified interventions and prioritize implementation for delivery of goals; augment as necessary.
 - Develop high-level cost estimates for implementation of prioritized interventions.
 - Other strategies, as recommended by the consultant to achieve the goals
- b) Compile and present initial strategies for feedback from community members, City staff and decision-makers.

Task 3 Key Deliverables:

- a) Commercial displacement risk analysis memo
- b) Initial draft of specific strategies, tools and programs
- c) Presentation materials and presentations to share initial strategies with community members, City staff, City Council, and other pertinent boards, committees, and partners

ANTICIPATED PHASE 2 TASKS

Task 2.3 Focus group planning and facilitation

- a) In coordination with City staff, determine the number of focus groups or listening sessions, objectives, and meeting logistics.
- b) Recruit for and facilitate focus groups to engage diverse community members.
- c) Prepare notes and a summary of all focus group activities.

Task 2.4 Open houses and other engagement activities.

Recommend, develop, and implement other engagement activities to inform and generate feedback from diverse community members. Such activities could include open houses, pop-up displays, virtual gatherings or other activities based on consultant's expertise, in consultation with City staff.

Task 2 Key Deliverables:

- a) Focus groups and other direct engagement activities.
- b) Open houses and other engagement activities.
- c) Implementation matrix that links recommended metrics, strategies, and other work products back to the community feedback received.
- d) Summarize and evaluate engagement (coded responses; general themes from feedback; number of participants; demographic information)
- e) Summary of community feedback received that was not incorporated into recommended metrics, strategies, and other work products, including a justification of why it was not included.

Task 3.2 Refine strategy development

- a) Refine and prioritize strategies, policies and tools based on feedback from community engagement, City staff and decision-makers and align expected outcomes with metrics determined earlier in the work.
- b) Develop a strategy implementation plan identifying prioritization and timeframe, as well as potential funding, partners, and other resources to implement strategies in collaboration with City staff and partners.
- c) Present updated strategies.

Task 3.3 Evaluation

- a) Develop clear processes for City staff to evaluate implemented strategies against the chosen metrics for the work.
- b) Share strategy development materials that City staff may utilize in the future, with the understanding that City staff and community members will be creating additional strategies and tools in the coming years.

Task 3 Key Deliverables:

- d) Refined draft of recommended strategies, tools and programs with identification of funding sources and partners to implement strategies
- e) Presentations of final strategies to decision-makers

- f) Strategy development materials
- g) Defined processes for evaluation of implemented tools and strategies
- h) Map of recommended opportunities within work area

III. PROPOSAL SUBMISSION

In 10 pages or less, provide the following information in your proposal:

- a) Identify the team members who would be assigned to this project and provide a resumé/work biography for each person. Please specify the City's primary point of contact.
- b) Describe your approach to the work. Describe the challenges you expect on this project and how you will approach these challenges.
- c) Proposers are strongly encouraged to partner with community-based organizations that have direct experience working with communities in and around Calle Diez. Describe how you will build upon the work performed and relationships established already by the City and partners on the Coordination Team.
- d) Provide two or three references for projects of a similar nature. For each reference, include:
 - Client's name and contact info (contact person, phone number, email address)
 - A brief summary of the project and your firm's role on it
 - When the project was completed (month and year)
 - Which team members were involved
 - Total contract amount
 - Any key lessons learned
- e) Describe any (a) diversity, equity, inclusion, and belonging (DEIB) initiatives your firm has undertaken to provide professional opportunities for Black, Indigenous and people of color (BIPOC) and other historically marginalized groups (e.g., women, people with disabilities, LGBTQIA+, veterans) entering your industry, (b) any relevant experience working with small and BIPOC-owned businesses, and (c) community services efforts to improve the health and wellbeing of your community.
- f) Submit a cost proposal for the Anticipated Scope of Work. The amount budgeted for this project is \$250,000. Include a table of the hourly rates for each member of the team. Break the cost proposal down by each of the key deliverables or subtasks described in the Scope of Work section.

IV. PROPOSAL EVALUATION

An evaluation committee will evaluate and score all responses received by the Due Date and Time according to the criteria and maximum points available for each category below. Scores for each criteria will be tallied and proposals ranked. Evaluation factors will include:

- Experience of assigned team members: **10 Points**
- Project approach: **10 Points**
- Relevance of past projects/references: **10 Points**
- Business equity: **5 Points**

- **Cost of service: 15 Points**

Interviews with the highest-ranked respondent(s) may also be a part of the evaluation process for this RFP. If interviews are conducted, the City reserves the right to re-score the proposals based on the combined strength of the written response and interview.

V. BEST AND FINAL OFFERS

The City may initiate discussions with one or more of the top-ranked Proposer(s) and request revised proposals (the “best and final offers”). If the City requests best and final offers, it will establish a common date and time that revised proposals are due. If best and final offers are requested and a Proposer does not submit a notice of withdrawal or a revised proposal, the original proposal will be considered their best and final offer. In accordance with ORS 279C.060(8)(c), the City will not disclose information derived from proposals submitted by competing proposers until after the evaluation process is complete and the City has issued its Notice of Intent to Award a contract or cancelled this RFP. Multiple rounds of best and final offers may be requested upon the City’s finding that it is in the public interest to do so.

VI. GENERAL RFP TERMS

The City reserves the right to change or cancel this RFP or reject any or all proposals in accordance with ORS 279B.100, to waive minor informalities of any proposal, request additional information to evaluate a proposal, and negotiate a contract with the successful proposer. Any proposer wishing to protest the City’s notice of intent to award a contract from this RFP must follow the City’s protest rules in COH-47-0740 of the City’s Public Contracting Rules (see the link below). All RFP responses will become the property of the City of Hillsboro and will be subject to public inspection under the Oregon Public Records Law (ORS 192). All matters not specifically addressed in this document will be governed by applicable provisions in the Oregon Public Contracting Code (ORS Chapter [279 A, B, and C](#)) and the [City’s Public Contracting Rules](#).

METRO CONTRACT XXXXXX - EXHIBIT C**DRAFT** January 4, 2024**Calle Diez Equitable Development | City of Hillsboro****Project Milestones, Deliverables, and Disbursement of Grant Funds**

PROJECT MILESTONE AND SPECIFIED GRANT DELIVERABLES		DATE DUE	PROGRESS PAYMENT
1	Execution of grant agreement a) Preparation of project documents and negotiations b) Approval process and signed IGA document	Feb. 29, 2024	
2	Initiate community engagement a) Develop foundational community engagement text chat tool (in up to three languages) that will inform process development and consultant scope(s) of work b) Facilitate implementation calls for the buildout of text chat tool for Calle Diez c) Provide ongoing account management and support for the text chat tool d) Data, analytics, and reporting of text chat engagement e) Produce content to activate locations in the project area	June 30, 2024	\$20,000
3	Finalize consultant contracting for Phase 2 Equitable Development Strategy and Police Block Redevelopment Plan; specify grant milestones a) Submit draft consultant scope(s) of work, schedule, and budget for review b) Establish revised milestones and deliverables to amend grant agreement Exhibit C to coincide with consultant contract(s) c) Finalize and execute consultant scope(s) and contract(s)	August 31, 2024	
4	Community Engagement (Detailed progress milestones and deliverables to be determined as part of Milestone 3 work) a) Engagement activities b) Post-engagement documentation and summary	December 31, 2025	\$60,000
5	Strategy Development (Detailed progress milestones and deliverables to be determined as part of Milestone 3 work) a) Final Equitable Development Strategy report b) Presentations of final strategies to decision-makers and partners	December 31, 2025	\$120,000

METRO CONTRACT XXXXXX - EXHIBIT C
Calle Diez Equitable Development | City of Hillsboro

Continued

6	Preferred Site Plan and Design Concept for Police Block Redevelopment (Detailed progress milestones and deliverables to be determined as part of Milestone 3 work) a) Engagement b) Site/building assessments c) Program investigation and preliminary project goals d) Design workshops e) Preferred Concept Plan	June 30, 2025	\$90,000
7	Development and Financial Feasibility Analysis and Plan for Police Block Redevelopment (Detailed progress milestones and deliverables to be determined as part of Milestone 3 work) a) Needs assessment b) Project financial analysis c) Development sources and uses	June 30, 2025	\$90,000
8	Council / Commission Action and Project Closeout a) Public meeting or hearing of the City Council, Planning Commission, and/or Redevelopment Commission, to consider accepting and adopting the Equitable Development and Police Site Redevelopment Plans b) Final plan documentation	April 30, 2026	\$10,000
9	Grant Completion Documentation a) Final financial report submitted and backup documentation retained on file as appropriate b) Final reporting on grant performance measures submitted and approved by Metro	April 30, 2026	\$10,000

METRO CONTRACT ~~XXXXXX~~ - EXHIBIT C
Calle Diez Equitable Development | City of Hillsboro

Continued

APPROVED GRANT PROJECT EXPENSE DISTRIBUTION

Changes to the approved expense distribution shown at right must be approved by Metro through an amendment of this Exhibit C.	Consultant Fees	\$ 360,000
	Direct Expenses	\$ 40,000
	Contingency reserves	\$ 0
	TOTAL METRO GRANT FUNDS	\$ 400,000
	TOTAL CITY OF HILLSBORO FUNDS (pledged for Phase 1 work)	\$ 250,000

**2040 PLANNING AND DEVELOPMENT GRANT
INTERGOVERNMENTAL AGREEMENT
Metro – City of Gresham
Wy'East Trail Project**

This 2040 Planning and Development Grant Intergovernmental Agreement (this “Agreement”) is entered into by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland OR, 97232 (“Metro”), and the City of Gresham, a municipality of the State of Oregon, located at 1333 Northwest Eastman Parkway, Gresham, OR, 97030 (the “City”). Metro and the City may be jointly referred to herein as the “Parties” or each, individually as a “Party”.

RECITALS

WHEREAS, Metro has established a Construction Excise Tax (“CET”), Metro Code Chapter 7.04, which imposes an excise tax throughout the Metro regional jurisdiction to fund regional and local planning that is required to make land ready for development after inclusion in the Urban Growth Boundary; and

WHEREAS, the CET is collected by local jurisdictions when issuing building permits, and is remitted to Metro pursuant to Intergovernmental Agreements to Collect and Remit Tax entered into separately between Metro and the local collecting jurisdictions; and

WHEREAS, the City has submitted a 2040 Planning and Development Grant Request application attached hereto as **Exhibit A** and incorporated herein (the “Grant Request”) for the Wy'East Trail Project (the “Project”); and

WHEREAS, Metro has agreed to provide 2040 Planning and Development Grant Funds to the City for the Project in the amount of \$60,000 subject to the terms and conditions set forth herein (the “Grant Funds”), and the Parties wish to set forth the timing, procedures, and conditions for receiving the Grant Funds from existing CET funds for the Project.

AGREEMENT

NOW THEREFORE, the Parties hereto agree as follows:

1. **Metro Grant Award.** Metro shall provide the Grant Funds to the City for the Project as approved by the Metro Council in Resolution 23-5371 and as described in the Grant Request, subject to the terms and conditions specified in this Agreement.
2. **Project Management and Coordination.** The Parties have appointed the staff identified below to act as their respective project managers (each a “Project Manager” and collectively “Project Managers”) with the authority and responsibility described in this Agreement:

For the City: Kristin Chiles
City of Gresham
Kristin.Chiles@GreshamOregon.gov
503-618-2252

For Metro: Stacy Humphrey, Principal
Stacy Humphrey, LLC
stacy@stacyhumphrey.com
503-467-9719

Metro and the City may each designate an additional or replacement Project Manager by providing written notice to the other party.

3. Mutual Obligations of both the City and Metro. The Parties and their respective Project Managers will collaborate to oversee the successful implementation of the Project as follows:

- (a) Selection of Consultants. For consultants selected after execution of this contract, the Project Managers will work together to identify consultants best qualified to perform the Scope of Work, attached hereto as **Exhibit B**. The Project Managers and any additional reviewers selected by the Parties will jointly review proposals from consultants and select a mutually agreeable consultant team to perform the work required to successfully complete the Project.
- (b) Schedule of Milestones. The Parties have agreed to a preliminary schedule of milestones for completion of the Project, which is attached hereto as **Exhibit C** ("Schedule of Milestones"). After the Project Managers have selected a consultant team as described in subsection 3(a), the Parties each expressly delegate authority to their respective Project Managers to prepare a revised schedule of Milestones that will provide more detailed performance timelines for the Project, including specific consultant and/or City deliverables for each Milestone, and establishing the amount of Grant Funds to be disbursed by Metro upon satisfactory completion of each Milestone. The Parties agree that once the Milestones are supplemented and revised by the Project Managers in accordance with this subsection, **Exhibit C** shall be automatically amended, and the revised Milestones will become final and binding on the Parties unless and until later amended as allowed under paragraph 10 of this Agreement.
- (c) Project Committee(s). The Project Managers will jointly determine the role of the Project steering/technical/advisory committee(s), if any, and the composition of such committees or other bodies. Metro's Project Manager will participate as a member of any such committee.

4. City Responsibilities. The City shall perform the work on the Project described in the Grant Request, and as specified in the Milestones, subject to the terms and conditions specified in this Agreement.

- (a) Use of Grant Funds. The City shall use the Grant Funds it receives under this Agreement only for the purposes specified in the Grant Request and to achieve the Milestones as set forth in this Agreement. In the event that unforeseen conditions require adjustments to the Project scope, approach, or schedule, the City shall obtain Metro's prior written approval before implementing any revisions to the Project.
- (b) Consultant Contract(s). After the Project Managers have selected the consultant team and completed a revision of the Milestones as described above in section 3, the City shall enter into a contract(s) with the selected consultant team to complete the work as described in the Milestones as revised. The contract(s) entered into by the City shall reference this agreement and reflect the Scope of Work and the Milestones, as revised.
- (c) Submittal of Grant Deliverables. Within 30 days after completing each of the Milestones, the City shall submit to Metro all required deliverables for such Milestone, accompanied by an invoice

describing in detail its expenditures as needed to satisfy fiscal requirements. Deliverables must be submitted to Metro as outlined in the Milestones, as revised; the City shall not submit additional deliverables and invoices to Metro for later Milestones until Metro has reviewed and approved all prior deliverables under paragraph 5 of this Agreement.

5. Metro Responsibilities. Metro's funding commitment set forth in this Agreement shall be fulfilled solely through CET funds; no other funds or revenues of Metro shall be used to satisfy or pay any CET grant commitments. Metro shall facilitate successful implementation of the Project and administration of Grant Funds as follows:

- (a) Advisory Role. The Metro Project Manager shall take an active role as part of the Project Advisory Team and at the request of the City Project Manager will review and comment on draft project documents to communicate any concerns prior to the formal submission of the deliverables for each Milestone.
- (b) Review and Approval of Grant Deliverables. Within 15 days after receiving the City submittal of deliverables as set forth in the Milestones (as revised), Metro's Project Manager shall review the deliverables and either approve the submittal, or reply with comments and/or requests for further documentation or revisions that may be necessary. The Metro Project Manager shall determine whether the deliverables submitted are satisfactory in meeting the Scope of Work and the applicable Milestones.
- (c) Payment Procedures. Subject to the terms and conditions in this Agreement, Metro shall reimburse the City for its eligible expenditures for the applicable deliverable as set forth in Revised Exhibit C within 30 days following the Metro Project Manager's approval of deliverables, invoices and supporting documents.

6. Project Records. The City shall maintain all records and documentation relating to the expenditure of Grant Funds disbursed by Metro under this Agreement, as well as records and documentation relating to the financial match being provided by the City for the Project. Records and documents described in this section shall be retained by the City for three years from the date of completion of the Project, expiration of the Agreement or as otherwise required under applicable law, whichever is later. The City shall provide Metro with such information and documentation as Metro requires for implementation of the grant process. The City shall establish and maintain books, records, documents, and other evidence in accordance with generally accepted accounting principles, in sufficient detail to permit Metro or its auditor to verify how the Grant Funds were expended, including records demonstrating how City matching funds were expended.

7. Audits, Inspections and Retention of Records. Metro, together with its auditors and representatives, shall have reasonable access to and the right to examine all City records with respect to all matters covered by this Agreement during normal business hours upon three business days' prior written notice to the City. The representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, time sheets, accounting records, and other materials pertaining to costs incurred in connection with the Project shall be retained by the City and all of their contractors for three years from the date of completion of the Project, or expiration of the Agreement, whichever is later, to facilitate any audits or inspection.

8. Term. Unless otherwise terminated under paragraph 9, this Agreement shall be effective on the last date it is executed by the parties below, and shall be in effect until all Milestones and deliverables have been completed, all required documentation has been delivered, and all payments have been made as set forth in the Milestones, as revised.

9. Termination. Metro may terminate this Agreement and cancel any remaining Grant Fund payments upon a finding by the Metro Chief Operating Officer that the City has abandoned its work on the Project or is otherwise not satisfying its obligations under this Agreement regarding the requirements of the grant.
10. Amendment. This Agreement may be amended only by mutual written agreement of the Parties.
11. Other Agreements. This Agreement does not affect or alter any other agreements between Metro and the City.
12. Waiver. The Parties hereby waive and release one another for and from any and all claims, liabilities, or damages of any kind relating to this Agreement or the Grant Funds.
13. Authority. City and Metro each warrant and represent that each has the full power and authority to enter into and perform this Agreement in accordance with its terms; that all requisite action has been taken by the City and Metro to authorize the execution of this Agreement; and that the persons signing this Agreement have full power and authority to sign for the City and Metro, respectively.
14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute a single document. Electronic signatures, as well as copies of signatures sent by facsimile or electronic transmission, shall be deemed original signatures for all purposes and shall be binding on the Parties.

[Signature Page Follows]

METRO**THE CITY OF GRESHAM**

By: _____
Marissa Madrigal
Chief Operating Officer

Date: _____

Approved as to Form:

By: _____
Carrie MacLaren
Metro Attorney

Date: _____

By: _____
[City Representative]
XXXX

Date: _____

Approved as to Form:

By: _____
XXXX
City Attorney

Date: _____

Attachments:

Exhibit A – Grant Request
Exhibit B – Consultant Scope of Work
Exhibit C – Schedule of Milestones

2040 Planning and Development Grant Application | Community Engagement

Project: City of Gresham, Wy'East Way Trail Project

Grant funds requested: \$55,000

Project purpose and context

1. Provide a brief summary of the planning or development project for which engagement is planned. What is the need for the project and this project's purpose? What are the goals and anticipated outcomes of the project? What will be the community impacts and benefits? What are the opportunities for community input to influence project outcomes and public decision-making? Include a general schedule for the project that includes key decision points or milestones and a total budget for the project.

This project is a community engagement initiative that also aims to transform the Wy'East Way trail into a safe, welcoming, and lively space that represents and celebrates the diversity of the Gresham community. The now bare, paved trail is a key 2-mile connection through the City's three main neighborhood centers: Rockwood, Civic, and Downtown. The project aims to improve this recreational facility that connects our residents to key destinations in our developing commercial centers. Our goal with this initiative is to change how the City does engagement by elevating the lived experiences of our residents, building trust with a focus on historically-disadvantaged communities, and incorporating considerations for health and equity over the lifecycle of the project.

Enhancing active transportation networks and connections not only benefit the entire community, but disproportionately improves mobility for marginalized groups such as low-income populations, communities of color, and those facing barriers to social determinants of health. This project will lead a unique opportunity to co-create with residents to identify, design, and implement projects and trail improvements that are rooted in collaboration and usable outcomes for the community to enjoy.

While trail improvements serve as a tangible outcome of this project, the priority is deep community engagement – building trust and relationships with residents and collaborative governance throughout the life of the project. Historically, government takes a typical approach to outreach (where input is requested on already-identified project needs for a short duration of time with limited participation and intangible outcomes) which tends to be one-way rather than collaborative and can leave the community feeling unseen and hesitant to participate. The unique approach to this project will lead with recognizing past failure and accountability, building trust and relationships with our residents, and identifying the most desired amenities that help everyone feel welcome and safe on the trail. Also central to this new approach is continuing engagement and celebrating small wins throughout the course of the project (i.e., hosting a community block party on the trail or installing artwork). The City's goal for this project is to act as a model for meaningful collaborative governance on City projects and policies moving forward. Given the City's approach to being thoughtful and strategic about this plan (as well as understanding the most successful times of the year to do outreach), the timeline is as follows:

Timeline:

Phase 1:

Present – Fall 2023:

- Continued work with National League of Cities (NLC) to develop project details and receive technical assistance.
- Build and strengthen relationships with community-based organizations (CBOs)/community members

Fall 2023-Winter 2024:

- Work with CBOs and obtain consultant to develop a comprehensive engagement plan, including branding with a focus on racial equity and justice.
- Develop events and outreach calendar

- Identify and train Community Engagement Liaisons (CELs).

Spring 2024:

- Kick-off campaign/engagement plan
- Begin executing smaller events/programming (i.e., block party) and small projects/amenities (i.e. artwork installation)

Summer 2024:

- Continue engagement events, data collection, and installation of smaller, near-term projects
- Develop longer-term goals for larger amenities along the trail.
- Co-design larger amenities with community
- Seek funding for larger amenities

Phase 2:

Beyond Summer 2024:

- Construct larger projects along the trail that result from project visioning work.
- Host final celebration.
- Update City programs and policies to reflect lessons learned from community engagement initiative.

Budget:

The budget the first phase of this project (community engagement strategy and execution) is \$55,000. The City will work to gain resources and collaboration within the community to further help support these events and promote a sense of ownership and buy in. Additional budget for phase 2 will require seeking funding sources once amenities are identified by the community.

Community demographics

2. Provide demographic information including race, ethnicity, age, and income of the neighborhood or community that will be affected by the project. Indicate the data source and describe how the project geography relates to the data provided. If appropriate, include not only residential data but also relevant information (even if anecdotal) regarding local businesses, employers or commercial districts.

The Wy'East Way trail connects the city's three mixed-use neighborhood centers: Rockwood, Civic, and Downtown. Civic and Downtown are adjacent to each other, with Downtown being the center of Gresham's early development and acting as a hub for thriving local businesses and residential developments. Civic is a focal point for dense new TOD developments, and the upcoming Multnomah County flagship library just broke ground on a site in Civic neighborhood adjacent to the trail. Rockwood includes several new mixed-use developments, including the upcoming completion of "Downtown Rockwood", an urban renewal development that includes a job hub, market hall, housing, and large plaza with play area. Rockwood, annexed into Gresham in the late 1980s, is 1.8 miles west of Civic and Downtown and stands out with its own distinct neighborhood identity, including two of the most diverse zip codes in the state and residents who speak over 80 languages. Rockwood's diversity, significant population, and unique characteristics make it an essential starting point for the trail project.

Rockwood includes the highest portion of the population at 12% (compared to Civic at 7% and Downtown at 3%). It has the highest percentage of minority residents at 16% (while Civic has 5% and Downtown has 3%) and the city's highest concentration of Hispanic, Black, and Asian populations at 17%. Additionally, it includes the highest percentage of low-income individuals at 20% (compared to Civic at 5% and Downtown at 6%). Rockwood has the lowest median household income (\$45,773) compared to Civic (\$62,601) and Downtown (\$48,463). Rockwood has the highest level of people commuting to work via biking, walking, or public transit at 23%. The three neighborhoods have comparable median ages of 35 (Rockwood), 41 (Civic), and 34 (Downtown). Given these demographics (sourced from MySidewalk), the project will prioritize the Rockwood trail segments, with a focus on engaging more people and underserved communities, before expanding later phases towards Civic and Downtown.

Anticipated engagement plan or concept

3. Describe your anticipated engagement plans for the project (without this grant.) Include engagement goals, audiences you intend to contact, and methods for engagement (meetings, workshops, surveys, focus groups, interviews, door-knocking, etc.) If awarded this grant, how will your engagement approach be different?

The Wy'East Way trail project aims to go beyond conventional outreach, redefining community engagement for the City. This grant's funding would further support a more enhanced and precedent-setting approach to outreach. A typical City project involves a survey, 2-5 focus group meetings, and 1-2 open houses. The project's goal is to invest more time and resources in collaboration with our community partners, fostering trust, greater capacity-building, and community empowerment throughout the engagement process.

The City is committed to a more thoughtful integration of the "engagement spectrum" model for various levels of community involvement and interaction throughout the project's lifecycle. The goal is to move towards more meaningful and impactful participation as the project progresses. In addition to traditional methods such as surveys, mailings, tabling, workshops, mailings, and social media, our goal is to "think outside the box" on additional ways to engage the community that are more focused on community gathering and enjoyment. This style of engagement can provide a way for staff and partners to promote the project, gather input, and more casually engage with residents on a personal level to develop interest and excitement about participation in the project. By utilizing outreach activities such as pop-up events, contests, giveaways, interactive online and in-person features, gatherings, meet-ups, recreational events, and block parties, the City can connect with the community in a more meaningful way through fun and gathering. This people-centered approach will allow the City to gather input, investment, and participation in the project that is rooted in everyday experiences of residents and trail users.

Our approach to engagement will be enhanced with grant funding by allowing us to compensate Community Engagement Liaisons (CEs) to support and value their time and contribution to the project. Grant funding would support providing resources for the community to remove and reduce barriers to participation (i.e., providing childcare, transit passes, translators at events, translated materials, etc.) and provide incentives like stipends and food. Additional funding from this grant would support a more robust redefining of the City's engagement work. By creating capacity in our historically underserved communities, this project will support relationship and trust-building that extends beyond the scope of this project and can influence the future integration of successful engagement in City policies and projects.

Team capacity and experience

4. Identify key government staff assigned to the project and project leads involved from a consultant (if applicable). Clearly indicate the role of each team member. Describe the experience of any team members who have worked in the engagement of historically marginalized communities in similar planning and development efforts. Include brief examples of past work. If applicable, describe any relevant cultural experience or lived experience of team members that might be relevant to this effort.

Project staff starts with leadership support with Mayor Travis Stovall advocating for the project with Council and the community. By having support from the mayor, Gresham staff can champion this project with support at the highest level of the organization and the community to ensure alignment with policy makers.

- Eric Schmidt (Assistant City Manager) will work closely with the City Manager and other City leadership to identify key City resources and staff to support collaboration on the project.
- Kristin Chiles (Policy Analyst) is the project manager and will coordinate staff, community partners, and NLC technical advisors. Kristin has 16 years' experience within the organization managing executive level initiatives, supporting a large variety of interdepartmental projects and has strong working relationships with many community organizations.
- Mary Philips (Senior Planner) will support Kristin in developing and managing the project, and take the lead on planning portions of work. Mary Phillips has worked for the Gresham community for nearly 10

years and has experience working to expand community engagement strategies to reach underserved communities and cost burdened households during the middle housing project.

- Carly Rice (Planner II) is a transportation planner and leader for the department's community engagement efforts, working to incorporate diverse and innovative outreach strategies into the organization's work. Carly supports the Safe Route to School program, focused on enhancing multimodal infrastructure and accessibility programs for schools with high equity needs, including low-income and BIPOC student populations. Carly will serve as lead support for the community engagement portion of the project and the transportation planning portions of the work.

We will also leverage additional staff from other internal departments to collaborate on shared project goals and resources.

Added team capacity and experience desired

5. Describe the qualifications and experience that you are seeking to add to your team through the involvement of a community partner or liaison. Discuss your strategy to recruit and select the organization(s) or individual(s) who would join your team. How do you propose to integrate the community partner/liaison into the planning or development project team? Will they have opportunity to adjust your engagement plans to best meet intended goals? [If you have already identified a community partner/ liaison to be involved, explain how their specific expertise, perspective, and/or relationships will enhance project success.]

The City's core community partners include the following:

- The National League of Cities (NLC) team provides technical assistance and consultation focused on how infrastructure, land use planning, zoning and the built environment can advance health equity.
- Andy Miller (Executive Director, Our Just Future) contributes his expertise in providing housing services to the Rockwood community and effective community engagement for government projects.
- Charlene Addy McGee (REACH Program Manager, Multnomah County) oversees County health programs, advocating for health policy improvements and culturally-appropriate interventions through the REACH program.
- Tony DeFalco (Executive Director, Latino Network) advocates for healthcare equity on behalf of the Latino community at various government levels and works to empower those community members to participate meaningfully in decisions that affect their lives.

The project will involve community partners, organizations, and liaisons who play vital roles in understanding the needs and wants of the community. Community Engagement Liaisons (CELs) will represent and facilitate meaningful participations with diverse groups in this project, including communities of color, disabled individuals, low-income individuals, youth, aging populations, veterans, and others. The City has a robust list of stakeholders earmarked for engagement through this project, including residents who represent underserved populations; schools and youth-based organizations, transportation advocacy groups, arts organizations, healthcare providers, local businesses, and more.

These stakeholders and community partners will work with a consultant with expertise in racial equity and justice in the co-creation and execution of the project's community engagement strategy. This approach will ensure a collaborative approach that prioritizes trust and connections with residents and meets goals for the Wy'East Way trail project (and beyond).

Proposed engagement budget

6. Using the budget table template provided, indicate the major project phases, the grant-funded public engagement tasks or elements you imagine for each phase, and their associated costs. Identify any additional funding [if any] available from other sources.

The budget for phase one work is \$55,000 which allocates resources to support the pre-work and development of the community engagement strategy and execution plan. As our approach is to support a

community-driven and collaborative approach to desired amenities, we will work with the community to identify and design the amenities on the trail and therefore, are unable to determine a feasible budget for phase 2 of the project that would include actual cost of constructing larger amenities. What is provided as a grant request will allow us to perform the outreach and engagement necessary to determine this second phase of the project. The City will continue to identify funding sources and potential sponsorship for this portion of the project work.

2040 Planning and Development Grant Application
Proposed project budget | All Application Types

Project Name: Gresham Wy' East Trail Project Community Engagement Budget

Grant Funds Requested: \$50,000

Other funds Pledged: \$5,000*

PROJECT COMPONENT	CONSULTANT FEES	CBO PARTICIPATION AND/OR COMMUNITY LIAISON*	OTHER DIRECT PROJECT COSTS	TOTAL
(Phase, element, deliverable, etc.)				
Development of racial/intersectional equity and engagement strategy	\$ 5,000	\$ 15,000		\$ 20,000
Development of outreach materials (staff will develop materials -translation costs)			\$ 1,000	\$ 1,000
Community capacity building (liaisons, recruitment, participation incentives)		\$ 13,000	\$ 1,500	\$ 14,500
Community Engagement (outreach, events, interpreters)**			\$ 17,000	\$ 17,000
Community amenity design workshops		\$ 2,000	\$ 500	\$ 2,500
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	\$ 5,000	\$ 30,000	\$ 20,000	\$ 55,000
TOTAL PROJECT BUDGET				\$ 55,000

*CBO and Liaisons will assist throughout the phases of the project

** Community liaison time will be determined once relevant events are developed.

The City will contribute further as resources become available to support the overall project and staff will continue to seek infrastructure funding/sponsorship for the installation of amenities.

August 11, 2023

Metro Regional Center
Attention: Marissa Madrigal, Chief Operating Officer / 2040 Grant Review Committee
600 NE Grand Ave.
Portland, OR 97232-2736

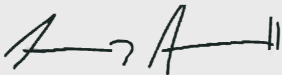
RE: Letter of Commitment – 2040 Grant, Wy' East Trail Project

Dear Ms. Madrigal and 2040 Grant Review Committee:

The City of Gresham submits this letter of commitment in support of Gresham's application for a \$55,000 grant for the Wy' East Trail Project. On behalf of City leadership, we enthusiastically support the innovative approach this initiative will adopt to facilitate meaningful engagement, collaboration, and co-creation with the community to revitalize an important recreational/transportation amenity that connects Gresham's three main commercial hubs. While seeking to activate the trail, the approach will lead with a focus on people and lived experiences, building trust with, and elevating the voices of our communities of color, while incorporating considerations for health, equity, and inclusivity over the lifetime of the project. Upon project success, we are optimistic this work can act as a model to inform City policy on meaningful and effective community engagement going forward. This initiative also aligns with the City's Strategic Plan Community Vibrancy goals by providing safe, enjoyable, and inclusive spaces that incorporate, reflect, and celebrate the diversity and culture of our community.

The City of Gresham commits to fully funding and leveraging the internal staff resources necessary for the project as well as any potential internal funding as it becomes available. As of now, the City has contributed \$5,000 to support the planning phase of the project and would utilize any Metro funds to support building and executing a robust, meaningful community engagement strategy with community-based organizations, consultants, partners and community liaisons. Additionally, staff will continue to seek additional opportunities and funding for the final amenity/infrastructure installation phase of the project.

Thank you for your consideration,



Travis Stovall
Mayor, City of Gresham



Eric Schmidt, PE SE CBO
Assistant City Manager

Health Department



August 11, 2023

Metro Regional Center
Attn: Marissa Madrigal, COO
600 NE Grand Ave.
Portland, OR 97232-2736

Re: Letter of Support- Gresham Wy' East Trail 2040 Grant Application

Dear Ms. Madrigal and 2040 Grant Review Committee:

Multnomah County Health Department's (MCHD's) Public Health Division is proud to provide this letter of support for the City of Gresham's 2040 Grant application for the Wy'East Trail Project. Unlike traditional governmental practices, Gresham's unique approach to this engagement and amenity initiative focuses on understanding lived experiences of communities of color, building trust, and incorporating meaningful engagement, collaboration, and co-creation of a shared vision of trail amenities alongside residents. This approach will result in a safe, enjoyable, and inclusive space that reflects the creativity, diversity and pride of all residents while creating a model for future City engagement policies.

Accessing safe, welcoming, and engaging spaces is vital for physical activity, social connection, and provides a sense of wellbeing and connection to the greater community. Minority groups in less urban areas are less likely to have access to safe and welcoming recreational spaces and therefore are less likely to meet physical activity recommendations. The goal of REACH is to aid in designing communities to provide access, help increase physical activity, provide better places to live and improve health equity. Gresham's Wy'East Trail project aligns with the County and REACH Program goals to increase physical activity and connection through community design/linkage, physical activity/built environment, and reducing impacts of social determinants of health.

In partnership, the County and City have a unique opportunity with the Wy'East Trail Project to co-create with residents, including underserved communities, to identify, design and implement

Health Department



trail amenities that are rooted in elevating lived experiences of Gresham residents. We are pleased to provide the City with facilitating community connections, advancing culturally appropriate and evidence-based methods to build trust and provide insight to meaningful engagement strategies that inspire participation and result in promoting health and activity on the trail.

Thank you for your consideration of providing grant funding to the Wy' East Trail Project. We look forward to continued work with the City toward shared goals of equity and health within the community.

Sincerely,

A handwritten signature in blue ink, appearing to read "Neisha", on a light-colored rectangular background.

Neisha Saxena, JD (she/her)
Interim Deputy - Public Health Director
Multnomah County Health Department | Public Health Division



August 10, 2023

Metro
Attn: Marissa Madrigal
2040 Grant Review Committee
600 NE Grand Ave.
Portland, OR 97232-2736

Re: Letter of Support- Gresham Wy'East Trail 2040 Grant Application

Hi Marissa (and 2040 Grant Review Committee)!

On behalf of Latino Network, I am writing to express our support for the City of Gresham's 2040 Grant application for the Wy'East Trail Project. This project is a noteworthy community engagement and trail amenity initiative that holds the potential to transform Gresham's multi-modal trail into a safe, enjoyable, and inclusive space that celebrates the diversity of the community.

Latino Network is a Latinx-led advocacy and direct service organization, grounded in culturally-specific practices and services, that lifts up youth and families to reach their full potential. Our work is focused on community members participating meaningfully in the decisions that affect their lives and the lives of their families and to be agents of change in the community. Latino Network's Health and Wellness Department supports Latinx youth and families to have the knowledge and skills to make decisions that support their health and wellness. As such, the Wy'East project aligns well with our mission, and we are excited to work with the City towards shared outcomes that benefit the community. We look forward to continued partnership with the City and thank you for your consideration in funding this project.

We believe that the City's approach to building trust, creating shared capacity and vision with the community, especially those from communities of color and facing greater barriers to social determinants of health is central to the success of this project. With an almost 20% Hispanic population, Gresham is home to approximately 1.5 times the rate of Hispanic population in the OR-WA Metro area. As such, the City's effective and meaningful engagement with this highest percentage of historically underserved population in the City will play a significant role in the outcomes of this project. Latino Network is proud to partner with the City on this project to provide valuable perspective, experience, consultation, data and collaboration to help bridge

relationship building, trust, co-creation and collaborative decision making grounded in culturally specific considerations within the important Hispanic population of Gresham residents.

Sincerely,

Tony DeFalco

Executive Director

City of Gresham

Wy' East Multi-Modal Trail Project Map





Wy' East Current Trail Conditions

Metro Grant Deliverable Milestones + Funding Disbursement Schedule

Context:

Prior to the Metro grant-funded community engagement work, the City has spent 2023 developing the Wy'East Way trail project scope and connecting with community partners. Over the past year, the City has participated in the National League of Cities (NLC) Mayor's Institute cohort and has received technical assistance while developing a project roadmap, identifying project goals, and determining measurable outcomes for the project. The City has also identified partners in the community (CBOs, Multnomah County Health Department, TriMet, etc.) and initiated conversations about the project and potential future involvement. These initial conversations have helped inform us of additional engagement opportunities to explore as we move forward with the project.

**Deliverable: Execution of grant IGA****Due Date: January 31, 2024****Disbursement: \$15,000**

Complete project documents required by Metro to take for Council approval. IGA will be signed and executed.

**Deliverable: Refined Community Engagement Scope of Work Framework Concept****Due Date: February 29, 2024****Disbursement: \$20,000**

Staff will be advertising an RFP to obtain proposals from community engagement specialists. The RFP will request a community engagement framework/action plan that utilizes collaborative governance, co-design, and the community engagement spectrum model. The goal is to have a signed contract with the consultant in early February. Once executed, staff will work with the consultant to determine what needs to be included in a final deliverable that supports staff executing successful community engagement. Staff will continue to build off efforts with community partners who have supported the project so far while identifying new opportunities in the community for relationship-building. Staff will leverage existing City/community events to start to gain project traction.

**Deliverable: Co-Designed Schedule of Planned Engagement and Events/Workshops****Due Date: May 31, 2024****Disbursement: \$15,000**

The framework/action plan deliverable will be due from the consultant by the end of April 2024. Once received, staff will work to fill in the details of the branding/marketing, community liaison coordination, events, schedule, outreach/engagement methods, and performance measures. Our community partners (i.e., CBOs and liaisons) will be supported by funds provided by the community engagement grant budget. Staff will provide our community partners with the opportunity to respond to the framework/action plan and provide feedback (where they fit in, what they might adjust, etc.) for the City to consider. Our community partners will also be central in the execution of the framework/action plan which will begin in May 2024, with the bulk of the project outreach taking place throughout the summer.

Metro Grant Deliverable Milestones + Funding Disbursement Schedule

**Deliverable: Interim Community Engagement Report****Due Date: August 31, 2024****Disbursement: \$5,000**

Once initial execution of the planned engagement starts in May, staff will perform outreach activities and continue collecting information at events and through other engagement tools. Throughout the summer, we will take feedback and work in collaboration with the community on small projects along the trail. These “small wins” will help promote momentum within the project and allow staff to continue to strengthen trust and relationship building where the community can see tangible outcomes of their engagement sooner rather than later. This outreach will prepare the community for more involved co-design workshops that will take place to define, design, and plan for the construction of larger, more costly amenities in Phase 2 of the project (outside the scope of this grant). The interim report will be prepared for activities completed to-date and will detail logistics (date, location, number of attendees, participating CBOs, liaison involvement), completed community successes (events and projects), and input on longer-term construction projects.

**Deliverable: City Council Action for Project Closeout****Due Date: October 31, 2024****Disbursement: -**

Staff will conduct a project update meeting with City Council/public. This presentation will include a report that includes activities completed to-date, logistics (date, location, number of attendees, participating CBOs, liaison involvement), completed community successes (events and projects), and input on longer-term construction projects. This report will also promote the upcoming workshops/additional outreach to determine the prioritization, design, cost, and construction of additional amenities.

**Deliverable: Grant Completion Documentation****Due Date: October 31, 2024****Disbursement: \$5,000**

Final financial report will be submitted, and backup documentation provided to Metro. Final reporting on grant performance measures will be submitted and approved by Metro.

CITY OF GRESHAM

Request for Proposal (RFP)

WY' EAST TRAIL CO-DESIGN COMMUNITY ENGAGEMENT FRAMEWORK

The City of Gresham is inviting experienced, qualified community engagement consultants to assist in the development of an engagement/co-design model for the Wy' East Trail that incorporates collaborative governance and the community engagement spectrum. Our goal is to create a robust framework that promotes inclusivity, engagement and collaboration outside the usual government outreach and engagement methods.

Project Statement

The Wy' East Way Trail Project is a community engagement and trail improvement initiative that aims to transform Gresham's multi-modal trail into a safe, enjoyable, and inclusive space. The project is focused on a co-design community engagement model that will result in improvements to the trail that reflects and celebrates the diversity of the community.

Grant Consideration

The City has received a grant from Metro Regional Government to conduct the Community Engagement portion of the project (excluding the amenity construction, considered to be phase 2 of the project). As such, a contract with the consultant is contingent upon Metro Council approval to disburse funds which is anticipated on January 25, 2024. While not anticipated, if changes occur to this timeline, proposers will be notified.

Background

The Wy' East Way Trail, a crucial 2-mile connection through Gresham's main neighborhood centers (Rockwood, Civic, and Downtown) currently stands as a bare, underutilized paved path. Our vision is to revitalize this trail into a vibrant recreational and transportation corridor. This initiative seeks to transform the trail through reshaping our community engagement methods, and prioritizing the lived experiences of residents, particularly those from historically disadvantaged communities, while incorporating considerations for health and equity throughout the project's lifecycle.

Enhancing active transportation networks and connections not only benefit the entire community, but disproportionately improves mobility for marginalized groups such as low-income populations, communities of color, and those facing barriers to social determinants of health. While seeking to activate the trail, the approach will lead with a focus on people and lived experiences, building trust with, and elevating the voices of our communities of color - incorporating considerations for health, equity, and inclusivity over the lifetime of the project. This project will lead to a unique opportunity to co-create with residents to identify, design, and implement amenities/trail improvements that are rooted in collaboration and tangible outcomes that reflect the diversity and values of our community. Upon project success, we are optimistic this work can act as a model to inform City policy on meaningful and effective community engagement going forward.

For additional context and trail information, see the attached proposal submitted to Metro for the grant.

Project Goals and Outcomes

- **Embedding Community Values:** Ground the project in the lived experiences of BIPOC communities, ensuring their voices are central in decision-making and engagement processes.
- **Building Trust and Accountability:** Strengthen relationships with the community through modeled trust, co-creation, and collaborative decision-making.
- **Addressing Social Determinants of Health (SDOH):** Identify and mitigate SDOH impacting trail usage.
- **Creating an Inclusive Space:** Develop a safe, welcoming, and culturally rich public space that reflects the community's diversity.
- **Influencing Future City Policies:** Utilize this model to inform future community engagement, setting new standards for City projects and policies.

Areas of Opportunity and Desired Results

- **Enhanced Community Engagement:** Develop deeper understanding of resident experiences, values, impacts of racial equity and social determinants of health related to the built environment and social connections.
- **Vision Creation:** Collaborate with the community to envision and co-design a trail that is safe, welcoming, and reflective of Gresham's diverse cultures.
- **Constructing Community-Designed Amenities:** Realize a community-driven vision through construction of amenities and infrastructure for the trail, environment and social/community connections.

Scope of Work

The selected consultant will be responsible for working with staff to develop a Community Engagement Strategy Framework grounded in collaborative governance, community co-design models and mechanisms for outreach using the community engagement spectrum. The consultant will not be responsible for executing the plan but providing a roadmap framework/action plan for staff to fill in with specifics in order to execute the plan. The framework strategy should include consideration of the following:

1. **Assessment and Analysis: Utilize existing** assessments of the city's demographics and community engagement strategies, strengths, weaknesses, and opportunities for improvement to consider in the development of the deliverable.
2. **Co-Design Model Framework Development:** Develop a comprehensive co-design model framework that aligns with the project values, goals and community demographics.
 1. **Capacity Building:** Determine the best structure for staff to facilitate project goals with each level of stakeholders, community liaisons, and leveraging current City projects to ensure effective methods of information gathering and engagement.
 2. **Facilitating Meaningful Participation:** Work with staff to determine the level of engagement methods needed using the community engagement spectrum. Assist with structuring a plan for outreach that incorporates unique, engaging/interactive, fun, socially driven (instead of information gathering driven) community events and mechanisms outside of the typical outreach methods.
 3. **Compiling Community Input:** Determine the best method to compile community input through activities/outreach that can be used to understand community values, needs, wants, impacts and ultimately desired amenities on the trail.
 4. **Delivering Tangible Outcomes:** Outline how staff can best facilitate co-design workshops to guide collaboration with the community in prioritizing, planning, designing and executing implementation of trail amenities.

Timeline:

The City anticipates having a signed agreement with Metro for the grant providing the community engagement funds by the end of January 2024. As such, the City anticipates signing a contract with the selected consultant in early February 2024 to begin the Community Engagement Framework plan with the final deliverable wrapping up by the end of April 2024 (TBD upon contract agreement). This timeline reflects the City's goal of staff filling in the details of the larger framework strategy for the bulk of the larger events and outreach/engagement to take place between June and September 2024.

Note: As the consultant and staff begin to develop the framework, staff will identify smaller outreach efforts to leverage existing projects within the City and partners to begin relationship building with stakeholders to fully execute the larger effort once the framework document is finalized.

Deliverable: Community Engagement Strategy Framework Document

Community engagement and co-design model framework document that staff can fill in with stakeholders, outreach method/level details, events, timelines, budget, etc. to execute throughout the project to determine community identified amenities on the trail. The framework should include implementation guidelines and reporting mechanisms throughout the project.

Budget

The City has received a grant from Metro for community engagement purposes for up to \$20,000 and is seeking to understand the level of work a consultant can provide to produce the outlined deliverable for this amount.

If the scope of work entails costs above \$20,000, the City is seeking a proposal for the level of work that can be achieved with this amount as well as an estimate for the total scope of work above this amount, if applicable.

Submission Requirements

Proposals should be no more than 7 pages and should include:

- Written proposal with cover letter summarizing your firm's expertise in public engagement, particularly in diverse and underserved communities utilizing the collaborative governance /co-design models and interest in working with the City.
- Brief resume for all key staff that will be involved with the project (including sub-consultants).
- An outline of your firm's approach to the scope of work and deliverables (and anticipated timeline for milestones/deliverables) including approach to proposed strategies and techniques for collaborative governance and co-design using the community engagement spectrum model.
- Detailed cost schedule, including a breakdown of hourly rates for key personnel. See Budget section for request.
- Three (3) examples of previous experience working on a similar project within the past 3-5 years. Examples should include a brief project narrative and a few supporting graphics demonstrating how your firm typically communicates this type of project work. Please include a reference for each example. (Does not count toward the proposal page count.)

Evaluation Criteria

Proposals will be evaluated based on:

Gresham Wy'East Trail Engagement RFP

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- **Relevance of Experience:** Innovativeness and effectiveness of collaborative governance/community co-design models and engagement strategies.
- **Equity:** Demonstrated expertise in racial equity, justice, and effective meaningful engagement methods that reflect the respective communities' values.
- **Quality of Proposed Approach:** Clear alignment with project objectives, evidence-based proposed methodologies, innovative and inclusive strategies and the ability to deliver this information via a user-friendly framework with clear guidance and structured steps to facilitate straightforward implementation by our team.
- **Cost-Effectiveness:** Budget feasibility and value for money.

Submission Instructions

Proposals must be submitted via email by 5:00 p.m. January 22, 2024, to Kristin Chiles, Project Manager, at Kristin.Chiles@GreshamOregon.gov. Late, incomplete or submissions that do not follow the RFP requirements will not be considered.

METRO CONTRACT XXXXXX - EXHIBIT C**DRAFT** January 3, 2024**Wy'East Way Trail Project | City of Gresham****Project Milestones, Deliverables, and Disbursement of Grant Funds**

PROJECT MILESTONE AND SPECIFIED GRANT DELIVERABLES		DATE DUE	PROGRESS PAYMENT
1	Execution of Grant Agreement a) Complete project documents b) Signed and executed IGA	January 31, 2024	\$15,000
2	Refined Community Engagement Scope of Work a) Signed contract with community engagement consultant b) Draft framework concept for engagements and workshops	February 29, 2024	\$20,000
3	Co-Designed Schedule of Planned Engagement and Events/Workshops a) Final framework concept for engagements and workshops, which will include but is not limited to: <ol style="list-style-type: none"> Branding with a focus on racial equity and justice Plan to train community engagement liaisons. b) Schedule and locations of workshops and events c) Identification of performance measures for the community engagement	May 31, 2024	\$15,000
4	Interim Community Engagement Report a) Report on engagements to date <ol style="list-style-type: none"> Logistics (date, location, number of attendees, participating CBOs, liaison involvement) General community input Completed community successes (i.e., sidewalk art) Community input on identified larger, longer-term construction projects b) Summary of other data collected to date	August 31, 2024	\$5,000

METRO CONTRACT XXXXXX - EXHIBIT C
Wy'East Way Trail Project | City of Gresham

Continued

PROJECT MILESTONE AND SPECIFIED GRANT DELIVERABLES		DATE DUE	PROGRESS PAYMENT
5	City Council Action for Project Closeout a) Public meeting of the Gresham City Council to consider accepting and endorsing the findings of the Wy-East Way Trail Project findings b) Final Community Engagement Report: Report on engagements undertaken as part of this effort <ol style="list-style-type: none"> 1. Logistics (date, location, number of attendees, participating CBOs, liaison involvement) 2. General community input 3. Completed community successes (i.e., sidewalk art) 4. Community input on identified larger, longer-term construction projects c) Summary of other data collected	October 31, 2024	-
6	Grant Completion Documentation a) Final financial report submitted, and backup documentation retained on file as appropriate b) Final reporting on grant performance measures submitted and approved by Metro	October 31, 2024	\$5,000

APPROVED GRANT PROJECT EXPENSE DISTRIBUTION

Changes to the approved expense distribution shown at right must be approved by Metro through an amendment of this Exhibit C.	Consultant, CBO, and Community Liaison Fees	\$ 40,000
	Direct Expenses	\$ 20,000
	Contingency reserves	\$ 0
	TOTAL METRO GRANT FUNDS	\$60,000
	TOTAL GRESHAM FUNDS	\$5,000

**2040 PLANNING AND DEVELOPMENT GRANT
INTERGOVERNMENTAL AGREEMENT
Metro – City of Tigard
HOME (Housing, Opportunity, Mobility, and Ease)**

This 2040 Planning and Development Grant Intergovernmental Agreement (this “Agreement”) is entered into by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland OR, 97232 (“Metro”), and the City of Tigard, a municipality of the State of Oregon, located at 13125 SW Hall Blvd, Tigard, OR 97223 (the “City”). Metro and the City may be jointly referred to herein as the “Parties” or each, individually as a “Party”.

RECITALS

WHEREAS, Metro has established a Construction Excise Tax (“CET”), Metro Code Chapter 7.04, which imposes an excise tax throughout the Metro regional jurisdiction to fund regional and local planning that is required to make land ready for development after inclusion in the Urban Growth Boundary; and

WHEREAS, the CET is collected by local jurisdictions when issuing building permits, and is remitted to Metro pursuant to Intergovernmental Agreements to Collect and Remit Tax entered into separately between Metro and the local collecting jurisdictions; and

WHEREAS, the City has submitted a 2040 Planning and Development Grant Request application attached hereto as **Exhibit A** and incorporated herein (the “Grant Request”) for the HOME (Housing, Opportunity, Mobility, and Ease) Project (the “Project”); and

WHEREAS, Metro has agreed to provide 2040 Planning and Development Grant Funds to the City for the Project in the amount of \$60,000 subject to the terms and conditions set forth herein (the “Grant Funds”), and the Parties wish to set forth the timing, procedures, and conditions for receiving the Grant Funds from existing CET funds for the Project.

AGREEMENT

NOW THEREFORE, the Parties hereto agree as follows:

1. **Metro Grant Award.** Metro shall provide the Grant Funds to the City for the Project as approved by the Metro Council in Resolution 23-5371 and as described in the Grant Request, subject to the terms and conditions specified in this Agreement.
2. **Project Management and Coordination.** The Parties have appointed the staff identified below to act as their respective project managers (each a “Project Manager” and collectively “Project Managers”) with the authority and responsibility described in this Agreement:

For the City: Hope Pollard, Associate Planner
City of Tigard
hopep@tigard-or.gov

For Metro: Stacy Humphrey, Principal
Stacy Humphrey, LLC
stacy@stacyhumphrey.com
503-467-9719

Metro and the City may each designate an additional or replacement Project Manager by providing written notice to the other party.

3. Mutual Obligations of both the City and Metro. The Parties and their respective Project Managers will collaborate to oversee the successful implementation of the Project as follows:

- (a) Selection of Consultants. The Project Managers will work together to identify consultants best qualified to perform the scopes of work, attached hereto as **Exhibit B**. The Project Managers and any additional reviewers selected by the Parties will jointly review proposals from consultants and select a mutually agreeable consultant team to perform the work required to successfully complete the Project.
- (b) Schedule of Milestones. The Parties have agreed to a preliminary schedule of milestones for completion of the Project, which is attached hereto as **Exhibit C** ("Schedule of Milestones"). After the Project Managers have selected a consultant team as described in subsection 3(a), the Parties each expressly delegate authority to their respective Project Managers to prepare a revised schedule of Milestones that will provide more detailed performance timelines for the Project, including specific consultant and/or City deliverables for each Milestone, and establishing the amount of Grant Funds to be disbursed by Metro upon satisfactory completion of each Milestone. The Parties agree that once the Milestones are supplemented and revised by the Project Managers in accordance with this subsection, **Exhibit C** shall be automatically amended and the revised Milestones will become final and binding on the Parties unless and until later amended as allowed under paragraph 10 of this Agreement.
- (c) Project Committee(s). The Project Managers will jointly determine the role of the Project steering/technical/advisory committee(s), if any, and the composition of such committees or other bodies. Metro's Project Manager will participate as a member of any such committee.

4. City Responsibilities. The City shall perform the work on the Project described in the Grant Request, and as specified in the Milestones, subject to the terms and conditions specified in this Agreement.

- (a) Use of Grant Funds. The City shall use the Grant Funds it receives under this Agreement only for the purposes specified in the Grant Request and to achieve the Milestones as set forth in this Agreement. In the event that unforeseen conditions require adjustments to the Project scope, approach, or schedule, the City shall obtain Metro's prior written approval before implementing any revisions to the Project.
- (b) Consultant Contract(s). After the Project Managers have selected the consultant team and completed a revision of the Milestones as described above in section 3, the City shall enter into a contract(s) with the selected consultant team to complete the work as described in the Milestones as revised. The contract(s) entered into by the City shall reference this agreement and reflect the Scope of Work and the Milestones, as revised.
- (c) Submittal of Grant Deliverables. Within 30 days after completing each of the Milestones, the City shall submit to Metro all required deliverables for such Milestone, accompanied by an invoice

describing in detail its expenditures as needed to satisfy fiscal requirements. Deliverables must be submitted to Metro as outlined in the Milestones, as revised; the City shall not submit additional deliverables and invoices to Metro for later Milestones until Metro has reviewed and approved all prior deliverables under paragraph 5 of this Agreement.

5. Metro Responsibilities. Metro's funding commitment set forth in this Agreement shall be fulfilled solely through CET funds; no other funds or revenues of Metro shall be used to satisfy or pay any CET grant commitments. Metro shall facilitate successful implementation of the Project and administration of Grant Funds as follows:

- (a) Advisory Role. The Metro Project Manager shall take an active role as part of the Project Advisory Team and at the request of the City Project Manager will review and comment on draft project documents to communicate any concerns prior to the formal submission of the deliverables for each Milestone.
- (b) Review and Approval of Grant Deliverables. Within 15 days after receiving the City submittal of deliverables as set forth in the Milestones (as revised), Metro's Project Manager shall review the deliverables and either approve the submittal, or reply with comments and/or requests for further documentation or revisions that may be necessary. The Metro Project Manager shall determine whether the deliverables submitted are satisfactory in meeting the Scope of Work and the applicable Milestones.
- (c) Payment Procedures. Subject to the terms and conditions in this Agreement, Metro shall reimburse the City for its eligible expenditures for the applicable deliverable as set forth in Revised Exhibit C within 30 days following the Metro Project Manager's approval of deliverables, invoices and supporting documents.

6. Project Records. The City shall maintain all records and documentation relating to the expenditure of Grant Funds disbursed by Metro under this Agreement, as well as records and documentation relating to the financial match being provided by the City for the Project. Records and documents described in this section shall be retained by the City for three years from the date of completion of the Project, expiration of the Agreement or as otherwise required under applicable law, whichever is later. The City shall provide Metro with such information and documentation as Metro requires for implementation of the grant process. The City shall establish and maintain books, records, documents, and other evidence in accordance with generally accepted accounting principles, in sufficient detail to permit Metro or its auditor to verify how the Grant Funds were expended, including records demonstrating how City matching funds were expended.

7. Audits, Inspections and Retention of Records. Metro, together with its auditors and representatives, shall have reasonable access to and the right to examine all City records with respect to all matters covered by this Agreement during normal business hours upon three business days' prior written notice to the City. The representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, time sheets, accounting records, and other materials pertaining to costs incurred in connection with the Project shall be retained by the City and all of their contractors for three years from the date of completion of the Project, or expiration of the Agreement, whichever is later, to facilitate any audits or inspection.

8. Term. Unless otherwise terminated under paragraph 9, this Agreement shall be effective on the last date it is executed by the parties below, and shall be in effect until all Milestones and deliverables have been completed, all required documentation has been delivered, and all payments have been made as set forth in the Milestones, as revised.

9. Termination. Metro may terminate this Agreement and cancel any remaining Grant Fund payments upon a finding by the Metro Chief Operating Officer that the City has abandoned its work on the Project or is otherwise not satisfying its obligations under this Agreement regarding the requirements of the grant.
10. Amendment. This Agreement may be amended only by mutual written agreement of the Parties.
11. Other Agreements. This Agreement does not affect or alter any other agreements between Metro and the City.
12. Waiver. The Parties hereby waive and release one another for and from any and all claims, liabilities, or damages of any kind relating to this Agreement or the Grant Funds.
13. Authority. City and Metro each warrant and represent that each has the full power and authority to enter into and perform this Agreement in accordance with its terms; that all requisite action has been taken by the City and Metro to authorize the execution of this Agreement; and that the persons signing this Agreement have full power and authority to sign for the City and Metro, respectively.
14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute a single document. Electronic signatures, as well as copies of signatures sent by facsimile or electronic transmission, shall be deemed original signatures for all purposes and shall be binding on the Parties.

[Signature Page Follows]

METRO

THE CITY OF TIGARD

By: _____
Marissa Madrigal
Chief Operating Officer

By: _____
[City Representative]
XXXX

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

By: _____
Carrie MacLaren
Metro Attorney

By: _____
XXXX
City Attorney

Date: _____

Date: _____

Attachments:

Exhibit A – Grant Request
Exhibit B – Scopes of Work
Exhibit C – Schedule of Milestones

2040 Planning and Development Grant Application | Community Engagement

Project: Tigard HOME (Housing, Opportunity, Mobility, and Ease)

Grant funds requested: \$50,000

Project purpose and context

1. Provide a brief summary of the planning or development project for which engagement is planned. What is the need for the project and this project's purpose? What are the goals and anticipated outcomes of the project? What will be the community impacts and benefits? What are the opportunities for community input to influence project outcomes and public decision-making? Include a general schedule for the project that includes key decision points or milestones and a total budget for the project.

What's Tigard HOME? Why do we need it? What's the purpose?

Much of the City of Tigard is zoned for residential use. While this zoning has provided plenty of opportunities for community members to dwell in Tigard, it has limited the ability of these communities to become truly complete neighborhoods. Tigard HOME (Housing, Opportunity, Mobility, and Ease) will facilitate more flourishing self-contained communities where housing, economic, and entertainment options are easily accessible to a variety of mobility types (walking/biking/rolling).

Public engagement for long range planning projects in Tigard has consistently indicated that residents desire:

1. More amenities within walking distance of their home;
2. More freedom regarding how they use their home or property;
3. More straightforward processes for sharing what they make with their neighbors; and
4. More attractive and safe pedestrian connections.

In response to the community feedback we've been hearing for years, and in efforts to be more climate responsible by reducing Vehicle Miles Traveled (VMT) in Tigard, **this project's goals and potential benefits are to:**

1. Enhance community within neighborhoods by providing more opportunities to walk or roll to amenities, work, services, and community gatherings;
2. Empower homeowners and renters to use their property/homes as they see fit while anticipating and mitigating negative impacts for neighbors;
3. Encourage more missing middle housing; and
4. Explore creative right-of-way (ROW) management strategies.

The greatest risk of this project is that it could fall into the trap that many well-meaning local engagement efforts do. It could give unfair weight to the opinions of people who have the easiest access to the typical methods of community engagement: people who speak English, have flexible work hours, and are able to travel around the city easily. This result is unacceptable to the City of Tigard. That's why we're setting up child-friendly outreach events and meetings in neighborhoods, online, and during off-work hours so that travel isn't a limitation. But we need help with reliable interpretation and with getting buy-in from community members who don't necessarily trust government processes.

Will community engagement influence outcomes and decisions? ABSOLUTELY.

Normally with a long-range planning project, staff starts off with a good idea of what results will look like at the end of the project. That is not the case with HOME. While we may have some example ideas to start us off (as discussed above), we have very little idea of whether these examples will follow through the duration of the project or what the nature and scope of the final solutions will look like. That's not because we don't have

vision, but because we want this project to reflect community members' visions. That's plural because we recognize that our community is not an amorphous single-minded organism. Our community is comprised of a multitude of perspectives, experiences, values, and desires. Solutions developed through the HOME project could even look different neighborhood to neighborhood. That's what gets us excited about this project. It is truly intended to be built with and by community members.

We are not further defining solutions as "regulations" or "code amendments" because solutions could take a variety of forms depending on what community feedback indicates. The right approach may differ from neighborhood to neighborhood. It could involve rezoning isolated areas, loosening up home occupation regulations, being more creative with ROW management, or any number of things as long as it gets Tigard closer to allowing complete neighborhoods where residents can have access to a variety of activities without needing to get in a car.









Project Schedule

Because this project impacts residential neighborhoods, staff will rely heavily on the people who live here to identify solutions that work best for the scale and character of their neighborhoods. Community engagement events will be used firstly to build relationships and discussion with a wide variety of community members. By the end of 2024, this will translate into the selection of individuals for a Community Advisory Committee (CAC). Throughout 2025, the CAC will work closely with staff to develop solutions and host additional events where solutions will be introduced to the broader community for feedback. By the end of 2025, we will bring potential solutions to Council for adoption.

1. August 2023: Introduction and pre-project briefing to Planning Commission and City Council
2. Jan 2024: Kickoff and develop robust public engagement strategy
3. 2024: Host regular community events and meetings that grow steadily more solutions-focused; provide regular updates to the Planning Commission and City Council
4. 2025: Develop code and implement non-code solutions

Community demographics

2. Provide demographic information including race, ethnicity, age, and income of the neighborhood or community that will be affected by the project. Indicate the data source and describe how the project geography relates to the data provided. If appropriate, include not only residential data but also relevant information (even if anecdotal) regarding local businesses, employers or commercial districts.

Population	
 Population Estimates, July 1, 2022, (V2022)	 55,762
Age and Sex	
 Persons under 5 years, percent	 6.0%
 Persons under 18 years, percent	 21.3%
 Persons 65 years and over, percent	 15.4%
 Female persons, percent	 48.7%

Race and Hispanic Origin	
White alone, percent	78.8%
Black or African American alone, percent (a)	1.2%
American Indian and Alaska Native alone, percent (a)	0.7%
Asian alone, percent (a)	9.2%
Native Hawaiian and Other Pacific Islander alone, percent (a)	0.6%
Two or More Races, percent	6.9%
Hispanic or Latino, percent (b)	11.8%
White alone, not Hispanic or Latino, percent	71.9%
Income & Poverty	
Median household income (in 2021 dollars), 2017-2021	\$93,532
Per capita income in past 12 months (in 2021 dollars), 2017-2021	\$44,977
Persons in poverty, percent	6.7%

Engagement will look at all community members living within city limits. Engagement will seek to reflect demographics of the city. Data above from Census Quick Facts.

Anticipated engagement plan or concept

- Describe your anticipated engagement plans for the project (without this grant.) Include engagement goals, audiences you intend to contact, and methods for engagement (meetings, workshops, surveys, focus groups, interviews, door-knocking, etc.) If awarded this grant, how will your engagement approach be different?

Engagement plan methods:

- Hosting tables at various locations throughout the city (coffee shops, shopping centers, and parks) where residents answer questions about what it's like to live in Tigard and what they'd like to see more of. We have already started this part of the process and have some Spanish interpretation available but desperately need more assistance;
- Quarterly dinners held at the Library, where folks can learn more about Community Development processes and let us know what they're most interested in about where they live. We have already started this part of the process, as well, with our first event held on June 28 (attended by approximately 60 people). Again, we have some limited Spanish interpretation available but desperately need more;
- Pop-up events in neighborhoods, where we will provide food and have conversations with people where they live about what gets them excited. Priority locations will be in neighborhoods we've previously identified as the most socially vulnerable. We have held two such events so far (attended by 89 and 59 people, respectively) and found that our Spanish interpretation could not keep up with demand; and
- Using connections from the above events to create a Community Advisory Committee (CAC) that will be instrumental in exploring, refining, and establishing solutions for the HOME project over the following two years.

Engagement goals and audiences:

We have big goals for engagement with this project. For the foreseeable future, engagement will be the entire project. Our vision is not to have an audience but to build teams of community planners. We are focused on people who live in Tigard, so we're looking to build teams that reflect the diversity of our community. We'll have big general teams—made up of those who attend our larger events—and our power team—the Community Advisory Committee (CAC), built of dedicated individuals who are as excited about the project as we are. We will work together with our teams to help them clarify and then realize their visions for their neighborhoods.

How will these plans change if awarded the grant?

If awarded funding, Tigard will hire community ambassadors to aid in interpretation, get buy-in from community members, and invite people to events. The funding would make a big difference in our ability to make sure HOME solutions are truly built by all community members, not just those who speak English and/or feel naturally comfortable being part of government processes. While we have some limited Spanish interpretation available as mentioned above, this is a rapidly depleting resource as we rely on two Spanish speakers on staff to be available for an ever-increasing number of events. Additionally, hiring contract services has been difficult, as many interpreters don't live in Tigard and tend not to accept our requests unless they include a virtual option. Hiring local Tigard interpreters will allow us to have more personable and reliable interpretation services. It will also aid in building trust with residents.

Because we're pivoting away from the prototypical engagement process with this project, we also need help telling the story of HOME both to community members and to local decision makers. That's why we're seeking a storytelling partner who will aid with marketing the project to our intended community partners (people who live in Tigard) and with weaving community feedback into a cohesive and compelling story for our local policymakers. A storytelling partner would work with us to create external (for the community) and internal (for our Planning Commission, City Council, and City staff) messaging plans along with social media posts, videos, blogs, or other materials to be determined while establishing the messaging plans. The content will aid in getting buy-in from community members and effectively communicating takeaways from the engagement process to decision makers.

Team capacity and experience

4. Identify key government staff assigned to the project and project leads involved from a consultant (if applicable). Clearly indicate the role of each team member. Describe the experience of any team members who have worked in the engagement of historically marginalized communities in similar planning and development efforts. Include brief examples of past work. If applicable, describe any relevant cultural experience or lived experience of team members that might be relevant to this effort.

The project team will be composed of City of Tigard staff who are already pledged to this project plus community ambassadors that will be selected if awarded funding.

Our City of Tigard Team:

- Hope Pollard, Associate Planner, will be the project manager. HOME will be her priority, devoting 20-35 hours per week to the project. She has eight years of planning experience and is currently hosting a variety of engagement events (see information on tabling and pop-up events above) and has Spanish interpretation available whenever possible. However, she recognizes that the current method of interpretation puts undue burden on the two Spanish speakers who work for the Community Development Department and is eager to get more assistance so the City can be a more equitable place to work. She also recognizes that a personal approach to interpretation is critical. At pop-up events, Spanish speakers were hesitant to approach even when they saw interpretation was available. It was only because the staff member providing interpretation was also highly personable that people approached at all. Even when Spanish speakers participated, they were reluctant to share their thoughts. Hope knows this means the first stages of HOME will be focused on building trust, with several events focused on relationships before HOME-relevant issues are really discussed. As a queer woman, Hope knows how crucial it is to work with people who share her experience—only then does she typically feel comfortable that her opinion and contributions are valuable without question. That's why she knows we can't hire one-off contract interpreters. We need to build a cohesive team that reflects Tigard communities and holds space for all types of experiences and outlooks.
- Judi Martin, Community Engagement Coordinator, will assist in logistics, identifying liaisons, and hosting community events. She will devote about 10-20 hours per week to the project. Judi has an extensive background in equity, inclusion, and program management and over 10 years of experience and success in working to decrease service disparities in governmental programs. As the Hispanic

Services Coordinator for the Health, Housing, and Human Services division of Clackamas County, she developed recommendations to initiate program development and improve systems, produced strategic and action plans, built community partnerships and relationships with diverse stakeholders, and took the lead in the creation, implementation, and facilitation of community outreach and public events. In her varied roles in Head Start programs, from Teacher/Home Visitor to Program Director, Judi worked directly with hundreds of families, primarily in their own homes, from a wide variety of cultural, ethnic, and economic backgrounds. Judi's own lived experience as a bi-cultural Latina gives her additional perspective in all her endeavors.

- Tina Escalera, Economic Development Specialist, and Lloyd Purdy, Economic Development Manager, will assist in making connections with local business owners and securing business participation in pop-up events. They will devote about 1-5 hours per week to the project.
 - Tina joined the City of Tigard's economic development program 16 months ago after being promoted from a customer service position in the Community Development Department. Tina coordinates the City of Tigard's *Los Empresarios de Tigard* Spanish language business support program, providing quarterly business coaching for Tigard entrepreneurs and business owners who are more comfortable conversing in Spanish. Tina also leads the economic development team's business engagement program with weekly visits to business owners in Tigard to learn about the challenges they face and to share business support opportunities with them.
 - Lloyd leads Tigard's economic development focus on entrepreneurship, economic mobility, and equitable economic development. He worked with the City of Tigard GIS team to map socially vulnerable neighborhoods to direct business support programs to socially and economically disadvantaged residents, entrepreneurs, business owners, and employees. He also founded the *Opportunity Café Business Incubator* at the Tigard Public Library to support BIPOC entrepreneurs in partnership with Micro Enterprise Services of Oregon as they start their business. Based on the success of this program, Lloyd created the *Launch Pod Business Accelerator*, a one-of-its-kind business incubator that supports underserved entrepreneurs who want to start a business in a city-owned food cart.
- Tom McGuire, Assistant Community Development Director, and Kenny Asher, Community Development Director, will provide direct oversight of the project team. They will devote about 2-10 hours per week to the project.
 - Tom has 36 years of experience in urban and regional planning and community engagement in the Portland region. He has provided oversight and direction for seven major legislative projects in Tigard that involved complex, proactive engagement efforts, including extensive culturally specific community engagement.
 - Kenny has 25 years of community development experience, including 18 years as a department director. In that time he has overseen numerous innovative initiatives to broaden inclusion and address legacy injustices in municipal planning and development. His expertise is in urban design, organizational development and systems change.

Added team capacity and experience desired

5. Describe the qualifications and experience that you are seeking to add to your team through the involvement of a community partner or liaison. Discuss your strategy to recruit and select the organization(s) or individual(s) who would join your team. How do you propose to integrate the community partner/liaison into the planning or development project team? Will they have opportunity to adjust your engagement plans to best meet intended goals? [If you have already identified a community partner/ liaison to be involved, explain how their specific expertise, perspective, and/or relationships will enhance project success.]

Qualifications and experience of a community ambassador:

Community ambassadors will need to be fluent in a language other than English, have a true interest in building community in Tigard, and have some existing connection to Tigard community members through where they work or live.

Strategy for recruitment:

Tigard staff will use a mixture of existing networks and posted material to recruit individuals. We will advertise the opportunity through:

- The Los Empresarios de Tigard program (a program focused on building capacity for the Tigard Latinx business community);
- A citywide newsletter that is emailed to approximately 30,000 people each month;
- Existing community engagement events (see above for information on tabling, pop ups, and dinner events);
- Latino Business Networking group of Tualatin;
- Social media posts on Facebook and Instagram;
- Other informal connections with community members.

Qualifications and experience of storytelling partner:

A storytelling partner will need to be an organization or individual(s) with experience in communicating with historically marginalized groups and in fostering social change through effective communication strategies.

Strategy for recruitment:

Tigard staff will distribute a Request for Proposals (RFP) through its informal connections with different organizations. A partner will be selected based on their experience using their communication strategies to foster social change and/or empower historically marginalized groups.

Proposed engagement budget

6. Using the budget table template provided, indicate the major project phases, the grant-funded public engagement tasks or elements you imagine for each phase, and their associated costs. Identify any additional funding [if any] available from other sources.

Project Budget assuming grant award (\$50,000 from grant, \$30,000 match from City).

PROJECT COMPONENT (Phase, element, deliverable, etc.)	CONSULTANT FEES	CBO PARTICIPATION AND/OR COMMUNITY LIAISON	OTHER DIRECT PROJECT COSTS	TOTAL
At least 20 tabling events with interpretation available (interpreter compensated at \$25/hr)		\$ 1,250		\$ 1,250
5-10 pop-up events (building in project specificity throughout the year) including:		\$ 1,250	\$ -	\$ 1,250
~Food truck (or similar draw for community) at \$800-\$1,300 per event			\$ 13,000	\$ 13,000
~Interpretation (2-4 ambassadors available)		\$ 1,252		\$ 1,252
4-5 Dinner events including:				\$ -
~Catering at \$800 per event			\$ 4,000	\$ 4,000
~Interpretation (2-5 ambassadors available)		\$ 1,600		\$ 1,600
~Childcare (2 people available at \$25/hr)		\$ 625		\$ 625
Translation of materials (5 ambassadors, 30 hrs at \$25/hr)		\$ 3,750		\$ 3,750
Community ambassadors in the community (working with neighbors to build interest/excitement, 5 ambassadors paid at \$25/hr, 100 hrs)		\$ 12,500		\$ 12,500
Storytelling consultant		\$ 40,000		\$ 40,000
				\$ -
		\$ 62,227	\$ 17,000	
TOTAL PROJECT BUDGET				\$ 79,227

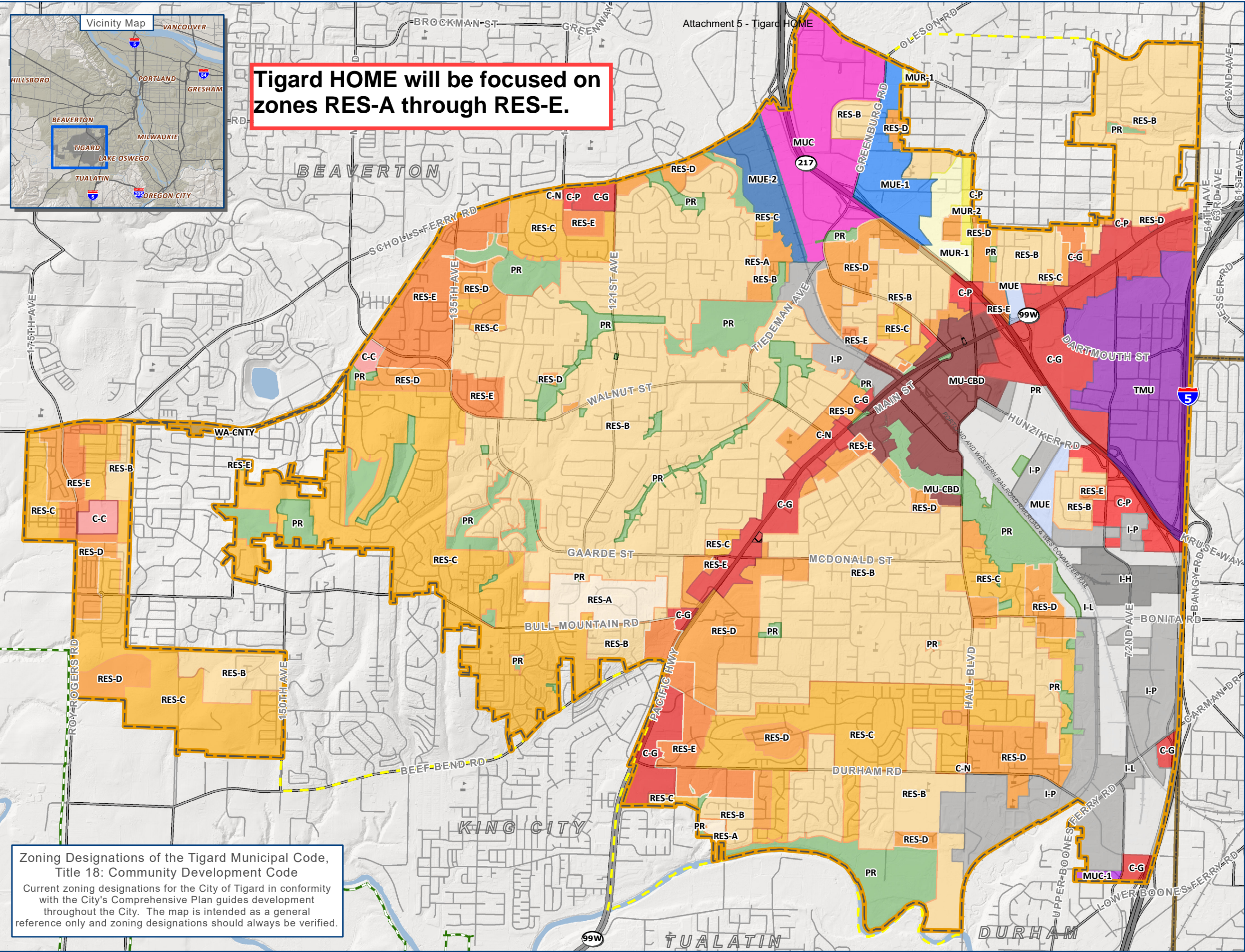
2040 Planning and Development Grant Application
Proposed project budget | All Application Types

Project Name: Tigard HOME (Housing, Opportunity, Mobility, and Ease)

Grant Funds Requested: \$50,000

Other funds Pledged: \$30,000 (from Tigard budget for HOME)

PROJECT COMPONENT (Phase, element, deliverable, etc.)	CONSULTANT FEES	CBO PARTICIPATION AND/OR COMMUNITY LIAISON	OTHER DIRECT PROJECT COSTS	TOTAL
At least 20 tabling events with interpretation available (interpreter compensated at \$25/hr)		\$ 1,250		\$ 1,250
5-10 pop-up events (building in project specificity throughout the year) including:		\$ 1,250	\$ -	\$ 1,250
~Food truck (or similar draw for community) at \$800-\$1,300 per event			\$ 13,000	\$ 13,000
~Interpretation (2-4 ambassadors available)		\$ 1,252		\$ 1,252
4-5 Dinner events including:				\$ -
~Catering at \$800 per event			\$ 4,000	\$ 4,000
~Interpretation (2-5 ambassadors available)		\$ 1,600		\$ 1,600
~Childcare (2 people available at \$25/hr)		\$ 625		\$ 625
Translation of materials (5 ambassadors, 30 hrs at \$25/hr)		\$ 3,750		\$ 3,750
Community ambassadors in the community (working with neighbors to build interest/excitement, 5 ambassadors paid at \$25/hr, 100 hrs)		\$ 12,500		\$ 12,500
Storytelling consultant		\$ 40,000		\$ 40,000
				\$ -
		\$ 62,227	\$ 17,000	
TOTAL PROJECT BUDGET				\$ 79,227



Tigard HOME will be focused on zones RES-A through RES-E.

Zoning Designations of the Tigard Municipal Code, Title 18: Community Development Code
Current zoning designations for the City of Tigard in conformity with the City's Comprehensive Plan guides development throughout the City. The map is intended as a general reference only and zoning designations should always be verified.

Zoning Map

Effective 02/28/2023

City of Tigard, Oregon

Zoning Classifications

- RES-A Residential A
- RES-B Residential B
- RES-C Residential C
- RES-D Residential D
- RES-E Residential E
- MUR-1 Mixed Use Residential 1
- MUR-2 Mixed Use Residential 2
- MU-CBD Mixed Use Central Bus Dist
- PR Parks and Recreation
- C-C Community Commercial
- C-G General Commercial
- C-N Neighborhood Commercial
- C-P Professional Commercial
- MUC Mixed Use Commercial
- MUC-1 Mixed Use Commercial 1
- TMU Triangle Mixed Use
- MUE Mixed Use Employment
- MUE-1 Mixed Use Employment 1
- MUE-2 Mixed Use Employment 2
- I-L Light Industrial
- I-P Industrial Park
- I-H Heavy Industrial
- WA-Cnty Washington County

Overlay Zones

- Historic Resource Overlay

Boundaries

- Tigard City Boundary
- Urban Services Boundary
- Urban Growth Boundary

Scale



Map Created: 8/5/2023

City of Tigard, Oregon
13125 SW Hall Blvd
Tigard, OR 97223
503 639-4171
www.tigard-or.gov
Attachment 5 - Tigard HOME



Attachment 5 - Tigard HOME
CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 23-22

A RESOLUTION APPROVING AN APPLICATION FOR A METRO 2040 PLANNING AND DEVELOPMENT GRANT TO FUND TIGARD HOME (HOUSING, OPPORTUNITY, MOBILITY, AND EASE) PROJECT.

WHEREAS, The City of Tigard has begun a long-range planning project known as Tigard HOME (Housing, Opportunity, Mobility, and Ease); and

WHEREAS, Metro has a new cycle of funding available for the 2040 Planning and Development Grant Program, which has targeted funds for community engagement; and

WHEREAS, the Tigard HOME project will require significant community engagement, including assistance with interpretation into languages other than English; and

WHEREAS, the grant would fund community ambassadors to aid in translation, interpretation, and encouraging community participation; and


WHEREAS, hiring community ambassadors would aid in making engagement for the HOME project more equitable and representative of the Tigard community.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: Council approves the submittal of an application for a Metro 2040 Planning and Development Grant to support equitable community engagement for the Tigard HOME project.


SECTION 2: This resolution is effective immediately upon passage.

PASSED: This 25th day of July 2023.



Mayor - City of Tigard

ATTEST:



City Recorder - City of Tigard

What's Tigard HOME? What's the purpose?

Much of the City of Tigard is zoned for residential use. While this zoning has provided plenty of opportunities for community members to dwell in Tigard, it has limited the ability of these communities to become truly complete neighborhoods. Tigard HOME (Housing, Opportunity, Mobility, and Ease) will facilitate more flourishing self-contained communities where housing, economic, and entertainment options are easily accessible to a variety of mobility types (walking/biking/rolling).

Public engagement for long range planning projects in Tigard has consistently indicated that residents desire:

1. More amenities within walking distance of their home;
2. More freedom regarding how they use their home or property;
3. More straightforward processes for selling goods and services to neighbors; and
4. More attractive and safe pedestrian connections.

In response to the community feedback we've been hearing for years, and in efforts to be more climate responsible by reducing Vehicle Miles Traveled (VMT) in Tigard, **this project's goals and potential benefits are to:**

1. Enhance community within neighborhoods by providing more opportunities to walk or roll to amenities, work, services, and community gatherings;
2. Empower homeowners and renters to use their property/homes as they see fit while anticipating and mitigating negative impacts for neighbors;
3. Encourage more missing middle housing; and
4. Explore creative right-of-way (ROW) management strategies.

The greatest risk of this project is that it could fall into the trap that many well-meaning local engagement efforts do. It could give unfair weight to the opinions of people who have the easiest access to the typical methods of community engagement: people who speak English, have flexible work hours, and are able to travel around the city easily. This result is unacceptable to the City of Tigard.

We need help with reliable interpretation and with getting buy-in from community members who don't necessarily trust government processes. **The scope of work written here is strictly for engagement activity that will advance the HOME project, not for the entirety of the HOME project itself.**

We're approaching community engagement and associated events to be more accessible for those individuals who historically have had harder access. We're setting up child-inclusive outreach events and meetings in neighborhoods, online, and during off-work hours so that travel isn't a limitation and the place of engagement is not in a government facility. Interpreters will be at events so a difference in language is not a barrier. Childcare will be provided so familial obligations are not the limiting factor and so events are welcoming to all.

Engagement goals and audiences:

Engagement will be centered on the following three major pieces:

1. Community Events (Budget: \$22,000. Metro contribution: \$17,000).

There will be three different types of events we host:

- Tables
 - City staff will host **one tabling event per month for eight months** (each month that a food truck event is not hosted as described in the following subtask), where staff will set up a table at various locations throughout the city (coffee shops, shopping centers, and parks) and ask residents questions about what it's like to live in Tigard. Residents will be able to fill out posterboards and annotate maps to express what they enjoy, want to change, or want to see more of. The idea behind this is to meet residents where they are, at Tigard locations where they already enjoy visiting and feel safe, usually during lunch hours. With this method, we are focused more on being listeners than on extracting information that will directly inform HOME. At tables, we seek to learn more about anything and everything residents want to tell the City. In the past, we've consistently heard a desire for more parks, help for the homeless, and sidewalk improvements. We've also heard a love for the safety, trees, and trails in Tigard. And we also have met a few people who genuinely just love getting involved with their community—for example, people experienced in throwing big block parties—and invited them to stay involved with this project so we can work together on bigger ideas. These folks may stay involved with the HOME project, contribute just a few ideas, or get involved in other aspects of City government going forward, their energy and drive to the benefit of the broader community and enhancing civic engagement—potentially eventually becoming Planning Commissioners or joining other boards and commissions. Wherever possible, we pass information we gather from tabling events on to other departments or planners—for example, when people contribute feedback about Hall or 72nd, we've referred them to the ongoing projects for those streets. This has resulted at least once in a change to the way we apply for assistance at the County level. A request for a crossing at 95th and Greenburg made its way from outreach to a proposal to the County. We've also referred business owners to our economic development department, where they've received resources for advancing their businesses or getting job training.
 - **Timing:** once a month September-December 2024 and January-April 2025
 - **Budget:** Staff time; no hard costs beyond basic materials

- **Deliverables:** Summary of events including attendance, locations, dates, responses provided, and any changes made to City processes or projects as a result of outreach in January and May 2025.
- Food trucks
 - Host **eight pop-up events in neighborhoods** with a food truck or similar draw for the community. Two events per month in May, June, July, and August 2024 will be hosted in different locations.
 - The City will provide staff time and a table where attendees will share their thoughts on their neighborhood and what they want for its future. This table will function similarly to those set up at coffee shops throughout the City, but will gradually grow more involved and reach different audiences. City staff will also reserve a culturally specific food truck or similar community draw.
 - Food truck events take the “meeting people where they are” approach a few steps further. The idea of the food truck is to make sure we’re able to talk to residents in a comfortable setting, where we are more focused on providing a service than on extracting information. We offer a free meal to anyone who shows up and invite people to talk to us about their neighborhoods and participate in some activities. We will bring the truck directly to neighborhoods in the evenings (after work hours), with the expectation that it will create a more natural environment for discussion, send the signal that the City genuinely cares for the people who live here, reach people who might not necessarily have the means to visit commercial locations particularly during the daytime, and might just demonstrate what a small amount of non-residential activity within a residential neighborhood could look like.
 - **Timing:** twice per month: May, June, July, August 2024
 - **Budget:**
 - \$1,300 per event for food truck or similar (\$10,400 total)
 - \$1,200 for printing and other materials as needed
 - \$4,400 contingency for scaling up one to two events including more than one food truck/community draw or activity. This could include adding more food trucks, shutting off the block for a block party, hosting a mini market, or introducing art or children’s activities to the event.
 - **Deliverables:** Summary of events including attendance, locations, dates, responses provided, and any changes made to City processes or projects as a result of outreach in July and October 2024.
- Dinner conversations
 - Once a quarter (**six events total**), we will host a larger community event at a central location such as the Tigard Public Library or Universal Plaza, where Tigard residents can discuss their visions for their neighborhoods.
 - The City will provide staff time and a table where attendees will share their thoughts on their neighborhood and what they want for its future. City staff

will also provide a children's table where they can share their ideas about their neighborhood so that children are fully integrated in the event and provide dinner, drinks, and comfortable seating.

- **Timing:** once a quarter for one and a half years (six events total, approximately June, September, December 2024 and March, June, September 2025)
- **Budget:** \$1,000 per event for catering and other materials as needed (\$6,000 total)
- **Deliverables:** Summary of events including attendance, locations, dates, responses provided, and any changes made to City processes or projects as a result of outreach in July and October 2024 and January, April, July, and October 2025.

2. Community Ambassadors (Budget: \$28,000. Metro contribution: \$18,000).

Tigard will hire community ambassadors to aid in interpretation, get buy-in from community members, and invite people to events. At least one, preferably two, interpreters will speak Spanish since that is the most needed language other than English. Other languages may be Tagalog, Vietnamese, and/or Arabic (those languages identified as the most frequently occurring in Tigard with limited English proficiency, according to Census data). We may also need cultural interpreters who speak English but are from different cultures to better represent our Tigard population. At least one interpreter will be present at each monthly tabling event and up to five interpreters will be present at other events. This will make a big difference in our ability to make sure HOME solutions are truly built by all community members, not just those who speak English and/or feel naturally comfortable being part of government processes.

The City will need to hire a contractor who can manage these ambassadors, due to restrictions at the City of Tigard regarding requirements for insurance and business licenses. Rather than place the burden of licensing and insurance on individuals, we will rely on a contractor to manage the ambassadors and provide some assistance in outreach planning.

Tigard staff will distribute a Request for Proposals (RFP) through its informal connections with different organizations. Tigard will let interested consultants know, share in a citywide newsletter, post the opportunity on social media, post with the Los Empresarios de Tigard program (a program focused on building capacity for the Tigard Latinx business community); then help answer questions from interested firms. A partner will be selected based on their experience using their communication strategies to foster social change and/or empower historically marginalized groups.

The anticipated budget for this work is as follows:

- **Budget:**
 - \$25/hour
 - \$375 for three hours of training for five community ambassadors

- \$400 for eight tabling events (\$50 per two-hour event with one interpreter at each)
- \$3,000 for eight food truck events (\$375 per three-hour food truck event with five interpreters at each)
- \$2,250 for six community dinner events (\$375 per three-hour community event with five interpreters at each)
- \$6,250 for translation of materials (five ambassadors at fifty hours each)
- \$6,250 for inviting neighbors to events (five ambassadors at fifty hours each)
- \$9,475 for consultant to manage community ambassadors and provide additional deliverable to be determined through RFP process (could include deliverables such as, but not limited to, assistance in marketing events, focus group session with community ambassadors, or research on community needs in Tigard)
- **Deliverables:** Summary of ambassador participation and consultant products provided along with food truck and dinner event reports.

3. Storytelling (Budget: \$40,000. Metro contribution: \$25,000).

The success of the entire Tigard HOME project relies on effective community engagement. Introducing economic activity to residential zones will be a major change for many neighborhoods and will likely be a scary idea to many participants at the outset of the project. To accomplish Tigard HOME goals, the community needs to be able to see potential solutions and how they could work at a neighborhood-appropriate scale.

Over our years of implementing innovative and community-intensive long-range planning projects, we've learned the value professional graphics contribute to a discussion of complex ideas and consensus-building with residents. The ability to hire this consultant will mean the difference between misunderstandings and clear communication, between a project that falls short of its potential and a project that revolutionizes the way Tigard's neighborhoods function.

The community will have many questions and will likely struggle with the idea of commercial activity in their neighborhoods. What does it look like to allow commercial activity directly within residential neighborhoods? What if that activity is limited to development adjacent to parks or arterial streets? Is any activity really feasible in a neighborhood without sidewalks? Where will people park? What scale is appropriate? *Where* is it appropriate? The work of the urban design professional is to use questions like these as starting points for ideas, giving them form in a Tigard context to drive conversation, consideration, and consensus.

Tigard staff will distribute a Request for Proposals (RFP) through its informal connections with different organizations. Tigard will let interested consultants know, share in a citywide newsletter, post the opportunity on social media, post with the Los

Tigard HOME Scope of Work

Page | 6

Empresarios de Tigard program (a program focused on building capacity for the Tigard Latinx business community); then help answer questions from interested firms. A partner will be selected based on their experience using their communication strategies to foster social change and/or empower historically marginalized groups.

Tigard will hire an urban design and planning consultant who will attend four community meetings throughout 2024/25, where they will listen to community member desires and offer feedback to guide the groups toward realistic solutions. Following each meeting, the consultant will create three to five visualizations of preferred ideas, which will then be shared at the following community meeting. This process will repeat until solutions are solidified and brought forward for adoption.

This consultant work will further advance equity in engagement by offering yet another language to communicate with—visual language. By including visualizations of potential solutions, we will further empower dialogue between community members across language barriers.

- **Deliverables:** Copies of consultant work products, provided along with food truck and dinner event reports.

EXHIBIT B

SERVICES TO BE PROVIDED

INTRODUCTION

The purpose of Tigard HOME is to increase economic activity, enhance economic mobility, and reduce climate impacts in Tigard by creating complete neighborhoods where a variety of commercial activities are accessible without requiring travel by car.

The success of the entire Tigard HOME project relies on effective community engagement. Introducing economic activity to residential zones will be a major change for many neighborhoods and will likely be a scary idea to many participants at the outset of the project. To accomplish Tigard HOME goals, the community needs to be able to *see* potential solutions and how they could work at a neighborhood-appropriate scale.

Our **goal** in hiring an urban design and planning consultant is to empower community members with visualizations of effective solutions that promote economic activity, reduce VMT, and enhance social equity in residential neighborhoods.

The goal for this consultant is to produce professional visual aids that communicate potential ways that economic activity can be integrated with residential neighborhoods while minimizing impacts.

The **objectives** for this consultant will be to:

- Attend community meetings to understand resident concerns, aspirations; and needs;
- Provide feedback to community members, guiding ideas towards realistic solutions; and
- Create three to five visualizations of potential solutions per community event.

SCOPE OF WORK

Contractor agrees to provide services as described below.

The urban design and planning consultant will attend five community meetings throughout 2024/25, where they will listen to community member desires and offer feedback to guide the groups toward realistic solutions. Following each meeting, the consultant will create three to five visualizations of preferred ideas, which will then be shared at the following community meeting. This process will repeat until solutions are solidified and brought forward for adoption.

SCHEDULE MILESTONES

Task 1. Basic Graphics and Attendance at Summer Community Meetings

Subtask 1.1 Deliverable: Basic Mockup of Potential Solution

Approximate budget: \$1,000 per mockup; \$2,000 total

Create one to two basic visualizations of potential solutions for integrating economic activity with residential neighborhoods. Visualizations will depict scale, location, parking and traffic, pedestrian access, and other urban design issues likely to be associated with each potential solution. City staff will

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provide comments.

Subtask 1.2 Deliverable: Attend a Two-Hour Community Event

Approximate budget: \$500

City staff will be hosting eight casual events over the summer, where the intent will be to share the basic visualization and get basic and broad feedback, with growing specificity towards the end of summer (August). The consultant will attend at least one of these events to get an idea of the type of feedback being received.

Task 2. Graphics of Preferred Solutions from First Community Meeting**Subtask 2.1 Deliverable: Attend a Two-Hour Community Meeting**

Approximate budget: \$500

Attend a two-hour community meeting hosted by City staff where community members will discuss ideas for potential solutions. Consultant will provide in-person feedback, helping community members and City staff identify unintended consequences.

Subtask 2.2 Deliverable: Mockups of Potential Solutions

Approximate budget: \$3,000 per mockup; \$15,000 total

Draft Mockups of Potential Solutions. Create visualizations of the top three to five potential solutions favored by community members at the meeting. Visualizations will depict scale, location, parking and traffic, pedestrian access, and other urban design issues likely to be associated with each potential solution. City staff will provide comments.

Final Mockups of Potential Solutions, including all requested revisions from City staff.

Task 3. Graphics of Preferred Solutions from Second Community Meeting**Subtask 3.1 Deliverable: Attend a Two-Hour Community Meeting.**

Approximate budget: \$500

Attend a two-hour community meeting hosted by City staff where community members will discuss ideas for potential solutions. Consultant and City staff will present the mockups created through Task 1 and discuss with community members. Consultant will provide in-person feedback, helping community members and City staff identify unintended consequences.

Subtask 3.2 Deliverable: Mockups of Potential Solutions

Approximate budget: \$2,000 per mockup; \$10,000 total

Draft Mockups of Potential Solutions. Create visualizations of the top three to five potential solutions favored by community members at the meeting. These may be entirely new mockups or edits to the

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previous mockups, depending on direction of community feedback. City staff will provide comments.

Final Mockups of Potential Solutions, including all requested revisions from City staff.

Task 4. Graphics of Preferred Solutions from Third Community Meeting

Subtask 4.1 Deliverable: Attend a Two-Hour Community Meeting.

Approximate budget: \$500

Attend a two-hour community meeting hosted by City staff where community members will discuss ideas for potential solutions. Consultant and City staff will present the mockups created through Task 2 and discuss with community members. Consultant will provide in-person feedback, helping community members and City staff identify unintended consequences.

Subtask 4.2 Deliverable: Mockups of Potential Solutions

Approximate budget: \$1,000 per mockup; \$5,000 total

Draft Mockups of Potential Solutions. Create visualizations of the top three to five potential solutions favored by community members at the meeting. These may be entirely new mockups or edits to the previous mockups, depending on direction of community feedback. City staff will provide comments.

Final Mockups of Potential Solutions, including all requested revisions from City staff.

Task 5. Graphics of Preferred Solutions from Final Community Meeting

Subtask 5.1 Deliverable: Attend a Two-Hour Community Meeting.

Approximate budget: \$500

Attend a two-hour community meeting hosted by City staff where community members will discuss ideas for potential solutions. Consultant and City staff will present the mockups created through Task 4 and discuss with community members. Consultant will provide in-person feedback, helping community members and City staff identify unintended consequences.

Subtask 5.2 Deliverable: Mockups of Potential Solutions

Approximate budget: \$1,000 per mockup; \$5,000 total

Draft Mockups of Potential Solutions. Create visualizations of the top three to five potential solutions favored by community members at the meeting. At this point in the project, these should be ready or close-to-ready to present to Council for adoption. City staff will provide comments.

Final Mockups of Potential Solutions, including all requested revisions from City staff.

Subtask 5.3 Deliverable: Attend Final Community Meeting.

Approximate budget: \$500

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Attend the final two-hour community meeting hosted by City staff where community members will discuss ideas for potential solutions. Consultant and City staff will present the final mockups created through Task 5.2 and discuss with community members. Consultant will provide in-person feedback, helping community members and City staff identify unintended consequences.

Subtask 5.4 Deliverable: Mockups of Potential Solutions

Approximate budget: \$250 per mockup; \$1,250 total

Draft Mockups of Potential Solutions. Make any final small adjustments favored by community members at the final meeting. City staff will provide comments if needed.

Final Mockups of Potential Solutions, including all requested revisions from City staff.

2. Timeline:

The consultant work funded through the DLCD grant will be part of the multi-year Tigard HOME project, which consists of the following phases:

Task	Date	Description
1.1	April 2024	Consultant will provide a design illustrating a basic concept of economic integration with neighborhoods, to use as a starting point for community outreach discussions.
1.2	May-August 2024	Consultant will attend first round of events hosted by the City, present basic graphic, and monitor and guide discussion where appropriate.
2.1	September 2024	Consultant will attend a more formal community meeting, present basic graphic, and monitor and guide discussion where appropriate.
2.2	October-November 2024	Consultant will create 3-5 new graphics, specific to ideas heard at events.
3.1	December 2024	Consultant will attend a community meeting, present new graphics, and monitor and guide discussion.
3.2	January-February 2025	Consultant will create 3-5 refined graphics, specific to ideas heard at events.
4.1	March 2025	Consultant will attend a community meeting, present new graphics, and monitor and guide discussion.
4.2	April-May 2025	Consultant will create 3-5 refined graphics, specific to ideas heard at events.

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5.1	June 2025	Consultant will attend a community meeting, present new graphics, and monitor and guide discussion.
5.2	July-August 2025	Consultant will create 3-5 refined graphics, specific to ideas heard at events.
5.3	September 2025	Consultant will attend final community meeting, present final graphics, and monitor and guide discussion.
5.4	October 2025	Consultant will prepare final version of graphics.

EXHIBIT B
SERVICES TO BE PROVIDED

INTRODUCTION

Much of the City of Tigard is zoned for residential use. While this zoning has provided plenty of opportunities for community members to dwell in Tigard, it has limited the ability of these communities to become truly complete neighborhoods. Tigard HOME (Housing, Opportunity, Mobility, and Ease) will facilitate more flourishing self-contained communities where housing, economic, and entertainment options are easily accessible to a variety of mobility types (walking/biking/rolling).

Public engagement for long range planning projects in Tigard has consistently indicated that residents desire:

5. More amenities within walking distance of their home;
6. More freedom regarding how they use their home or property;
7. More straightforward processes for selling goods and services to neighbors; and
8. More attractive and safe pedestrian connections.

The greatest risk of this project is that it could fall into the trap that many well-meaning local engagement efforts do. It could give unfair weight to the opinions of people who have the easiest access to the typical methods of community engagement: people who speak English, have flexible work hours, and are able to travel around the city easily. This result is unacceptable to the City of Tigard.

We need help with reliable interpretation and with getting buy-in from community members who don't necessarily trust government processes.

Tigard will hire community ambassadors to aid in interpretation, get buy-in from community members, and invite people to events. At least one, preferably two, interpreters will speak Spanish since that is the most needed language other than English. Other languages may be Tagalog, Vietnamese, and/or Arabic (those languages identified as the most frequently occurring in Tigard with limited English proficiency, according to Census data). We may also need cultural interpreters who speak English but are from different cultures to better represent our Tigard population.

Tigard will be hosting events throughout 2024/25 where community ambassadors will be needed.

The City will need to hire a contractor who can manage these ambassadors and provide additional outreach assistance.

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SCOPE OF WORK

Contractor agrees to provide services as described below.

The contractor will aid in managing community ambassadors and will provide outreach assistance as described below, with a **total budget of \$28,000**.

SCHEDULE MILESTONES

Task 1. Ambassador Onboarding and Management.

Subtask 1.1 Deliverable: Attend a One-Hour Project Kickoff Meeting.

Set project expectations and provide some direction to City staff regarding tips for finding ambassadors.

Subtask 1.2 Deliverable: Ambassador Networking.

Utilizing existing consultant networks, aid City staff in identifying and onboarding ambassadors. **The expectation is that the City will be instrumental in identifying and selecting ambassadors and will maintain active contact with each ambassador through the extent of the project, with the consultant offering support.**

Subtask 1.3 Deliverable: Attend a Two-Hour Community Ambassador Training.

City staff will lead a community ambassador training with assistance from the consultant.

Subtask 1.4 Deliverable: Ambassador Payment.

Log hours worked by each community ambassador and issue payments as needed. Ambassadors will be expected to invite neighbors to events, provide translation of project materials, and provide interpretation services for each of the following events:

- City staff will host **one tabling event per month for eight months** (January-April and September-December 2024), where staff will set up a table at various locations throughout the city (coffee shops, shopping centers, and parks) and ask residents questions about what it's like to live in Tigard.
- City staff will host **eight pop-up events in neighborhoods** with a food truck or similar draw for the community. Two events per month in May, June, July, and August 2024 will be hosted in different locations.
- Once a quarter for one and a half years (**six events total** approximately June, September, December 2024 and March, June, September 2025), we will host a larger community event at a central location such as the Tigard Public Library or Universal Plaza, where Tigard residents can discuss their visions for their neighborhoods.

Ambassadors will be paid at \$25 per hour.

- \$350 for about 2.5-3 hours of training for five community ambassadors
- \$400 for eight tabling events (\$50 per two-hour event with one interpreter at each)
- \$3,000 for eight food truck events (\$375 per three-hour food truck event with five interpreters at each)

Tigard HOME Community Ambassador RFP

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- \$2,250 for six community dinner events (\$375 per three-hour community event with five interpreters at each)
- \$6,250 for translation of materials (five ambassadors at 50 hours each)
- \$6,250 for inviting neighbors to events (five ambassadors at 50 hours each)
- \$9,475 for consultant to manage community ambassadors and provide additional deliverable as described in Task 2

Task 2. Community Outreach Aid.

The consultant will work with the City through the scoping process to determine an additional deliverable that will aid the City in meeting its engagement goals. This additional deliverable could include, but is not limited to, attendance at events, focus groups with community ambassadors, or researching Tigard community needs.

METRO CONTRACT XXXXXX - EXHIBIT C**DRAFT** January 4, 2024**Tigard HOME (Housing, Opportunity, Mobility, and Ease) | City of Tigard****Project Milestones, Deliverables, and Disbursement of Grant Funds**

PROJECT MILESTONE AND SPECIFIED GRANT DELIVERABLES		DATE DUE	PROGRESS PAYMENT
1	Execution of grant agreement a) Complete project documents b) Signed and executed IGA	February 16, 2024	\$10,000
2	Refined Storyteller scope of work a) Signed contract with storyteller b) Refined work plan, timeline, and deliverables	March 31, 2024	\$12,500
3	Refined Community Ambassadors scope of work a) Signed contract with agency overseeing ambassadors b) Refined work plan, timeline, and deliverables including tabling, pop-ups, and dinners c) Work plan to retain ambassadors for duration of project	March 31, 2024	\$12,500
4	Summer Community Engagement Report a) Report on summer engagements covering: tabling, pop-ups, dinners <ul style="list-style-type: none"> o Logistics (date, location, number of attendees) o Utilization of ambassadors o Community input o Follow-up steps on input b) Graphics update from Storyteller	August 31, 2024	\$15,000
5	Winter Community Engagement Report a) Report on engagements since summer <ul style="list-style-type: none"> o Logistics (date, location, number of attendees) o Utilization of ambassadors o Community input o Follow-up steps on input b) Graphics update from Storyteller	January 31, 2025	\$5,000

METRO CONTRACT XXXXXX - EXHIBIT C**Tigard HOME (Housing, Opportunity, Mobility, and Ease) | City of Tigard**

Continued

PROJECT MILESTONE AND SPECIFIED GRANT DELIVERABLES		DATE DUE	PROGRESS PAYMENT
6	City Council Action for Project Closeout a) Final report on Community Engagement covering: tabling, pop-ups, dinners; and Storyteller final Graphics b) Public meeting of the Tigard City Council to consider accepting and endorsing the HOME Community Engagement findings	October 31, 2025	-
7	Grant Completion Documentation a) Final financial report submitted and backup documentation retained on file as appropriate b) Final reporting on grant performance measures submitted and approved by Metro	October 31, 2025	\$5,000

APPROVED GRANT PROJECT EXPENSE DISTRIBUTION

Changes to the approved expense distribution shown at right must be approved by Metro through an amendment of this Exhibit C.	Consultant Fees	\$ 43,000
	Direct Expenses	\$ 17,000
	Contingency reserves	\$ 0
	TOTAL METRO GRANT FUNDS	\$60,000
	TOTAL TIGARD FUNDS	\$ 30,000

**2040 PLANNING AND DEVELOPMENT GRANT
INTERGOVERNMENTAL AGREEMENT
Metro – Washington County
Advancing TV Highway Equitable Development Strategy**

This 2040 Planning and Development Grant Intergovernmental Agreement (this “Agreement”) is entered into by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland OR, 97232 (“Metro”), and Washington County, a political subdivision of the State of Oregon, located at 155 North First Avenue, Hillsboro, OR, 97124 (the “County”). Metro and the County may be jointly referred to herein as the “Parties” or each, individually as a “Party”.

RECITALS

WHEREAS, Metro has established a Construction Excise Tax (“CET”), Metro Code Chapter 7.04, which imposes an excise tax throughout the Metro regional jurisdiction to fund regional and local planning that is required to make land ready for development after inclusion in the Urban Growth Boundary; and

WHEREAS, the CET is collected by local jurisdictions when issuing building permits, and is remitted to Metro pursuant to Intergovernmental Agreements to Collect and Remit Tax entered into separately between Metro and the local collecting jurisdictions; and

WHEREAS, the County has submitted a 2040 Planning and Development Grant Request application attached hereto as **Exhibit A** and incorporated herein (the “Grant Request”) for the Advancing TV Highway Equitable Development Strategy Project (the “Project”); and

WHEREAS, Metro has agreed to provide 2040 Planning and Development Grant Funds to the County for the Project in the amount of \$100,000 subject to the terms and conditions set forth herein (the “Grant Funds”), and the Parties wish to set forth the timing, procedures, and conditions for receiving the Grant Funds from existing CET funds for the Project.

AGREEMENT

NOW THEREFORE, the Parties hereto agree as follows:

1. **Metro Grant Award.** Metro shall provide the Grant Funds to the County for the Project as approved by the Metro Council in Resolution 23-5371 and as described in the Grant Request, subject to the terms and conditions specified in this Agreement.
2. **Project Management and Coordination.** The Parties have appointed the staff identified below to act as their respective project managers (each a “Project Manager” and collectively “Project Managers”) with the authority and responsibility described in this Agreement:

For the County:

Adrienne Chaille, Economic Development Programs
Washington County
503-407-3182
adrienne_chaille@washingtoncountyor.gov

For Metro: Jess Zdeb, Investment Areas Project Manager
Metro
971-940-3091
Jessica.Zdeb@oregonmetro.gov

Metro and the County may each designate an additional or replacement Project Manager by providing written notice to the other party.

3. Mutual Obligations of both the County and Metro. The Parties and their respective Project Managers will collaborate to oversee the successful implementation of the Project as follows:

- (a) Selection of Consultants. For consultants selected after execution of this Agreement, the Project Managers will work together to identify consultants best qualified to perform the Scope of Work, attached hereto as **Exhibit B**. The Project Managers and any additional reviewers selected by the Parties will jointly review proposals from consultants and select a mutually agreeable consultant team to perform the work required to successfully complete the Project.
- (b) Schedule of Milestones. The Parties have agreed to a preliminary schedule of milestones for completion of the Project, which is attached hereto as **Exhibit C** ("Schedule of Milestones"). After the Project Managers have selected a consultant team as described in subsection 3(a), the Parties each expressly delegate authority to their respective Project Managers to prepare a revised schedule of Milestones that will provide more detailed performance timelines for the Project, including specific consultant and/or County deliverables for each Milestone, and establishing the amount of Grant Funds to be disbursed by Metro upon satisfactory completion of each Milestone. The Parties agree that once the Milestones are supplemented and revised by the Project Managers in accordance with this subsection, **Exhibit C** shall be automatically amended and the revised Milestones will become final and binding on the Parties unless and until later amended as allowed under paragraph 10 of this Agreement.
- (c) Project Committee(s). The Project Managers will jointly determine the role of the Project steering/technical/advisory committee(s), if any, and the composition of such committees or other bodies. Metro's Project Manager will participate as a member of any such committee.

4. County Responsibilities. The County shall perform, or cause the performance of, the work on the Project described in the Grant Request, and as specified in the Milestones, subject to the terms and conditions specified in this Agreement.

- (a) Use of Grant Funds. The County shall use the Grant Funds it receives under this Agreement only for the purposes specified in the Grant Request and to achieve the Milestones as set forth in this Agreement. In the event that unforeseen conditions require adjustments to the Project scope, approach, or schedule, the County shall obtain Metro's prior written approval before implementing any revisions to the Project.
- (b) Consultant Contract(s). After the Project Managers have selected the consultant team and completed a revision of the Milestones as described above in section 3, the County shall enter into a contract(s) with the selected consultant team to complete the work as described in the Milestones as revised. The contract(s) entered into by the County shall reference this Agreement and reflect the Scope of Work and the Milestones, as revised.

- (c) Submittal of Grant Deliverables. Within 30 days after completing each of the Milestones, the County shall submit to Metro all required deliverables for such Milestone, accompanied by an invoice describing in detail its expenditures as needed to satisfy fiscal requirements. Deliverables must be submitted to Metro as outlined in the Milestones, as revised; the County shall not submit additional deliverables and invoices to Metro for later Milestones until Metro has reviewed and approved all prior deliverables under paragraph 5 of this Agreement.

5. Metro Responsibilities. Metro's funding commitment set forth in this Agreement shall be fulfilled solely through CET funds; no other funds or revenues of Metro shall be used to satisfy or pay any CET grant commitments. Metro shall facilitate successful implementation of the Project and administration of Grant Funds as follows:

- (a) Advisory Role. The Metro Project Manager shall take an active role as part of the Project Advisory Team and at the request of the County Project Manager will review and comment on draft project documents to communicate any concerns prior to the formal submission of the deliverables for each Milestone.
- (b) Review and Approval of Grant Deliverables. Within 15 days after receiving the County submittal of deliverables as set forth in the Milestones (as revised), Metro's Project Manager shall review the deliverables and either approve the submittal, or reply with comments and/or requests for further documentation or revisions that may be necessary. The Metro Project Manager shall determine whether the deliverables submitted are satisfactory in meeting the Scope of Work and the applicable Milestones.
- (c) Payment Procedures. Subject to the terms and conditions in this Agreement, Metro shall reimburse the County for its eligible expenditures for the applicable deliverable as set forth in Revised Exhibit C within 30 days following the Metro Project Manager's approval of deliverables, invoices and supporting documents.

6. Project Records. The County shall maintain all records and documentation relating to the expenditure of Grant Funds disbursed by Metro under this Agreement, as well as records and documentation relating to the financial match being provided by the County for the Project. Records and documents described in this section shall be retained by the County for three years from the date of completion of the Project, expiration of the Agreement or as otherwise required under applicable law, whichever is later. The County shall provide Metro with such information and documentation as Metro requires for implementation of the grant process. The County shall establish and maintain books, records, documents, and other evidence in accordance with generally accepted accounting principles, in sufficient detail to permit Metro or its auditor to verify how the Grant Funds were expended, including records demonstrating how County matching funds were expended.

7. Audits, Inspections and Retention of Records. Metro, together with its auditors and representatives, shall have reasonable access to and the right to examine all County records with respect to all matters covered by this Agreement during normal business hours upon three business days' prior written notice to the County. The representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, time sheets, accounting records, and other materials pertaining to costs incurred in connection with the Project shall be retained by the County and all of their contractors for three years from the date of completion of the Project, or expiration of the Agreement, whichever is later, to facilitate any audits or inspection.

8. Term. Unless otherwise terminated under paragraph 9, this Agreement shall be effective on the last date it is executed by the parties below, and shall be in effect until all Milestones and deliverables have been completed, all required documentation has been delivered, and all payments have been made as set forth in the Milestones, as revised.

9. Termination. Metro may terminate this Agreement and cancel any remaining Grant Fund payments upon a finding by the Metro Chief Operating Officer that the County has abandoned its work on the Project or is otherwise not satisfying its obligations under this Agreement regarding the requirements of the grant.

10. Amendment. This Agreement may be amended only by mutual written agreement of the Parties.

11. Other Agreements. This Agreement does not affect or alter any other agreements between Metro and the County.

12. Waiver. The Parties hereby waive and release one another for and from any and all claims, liabilities, or damages of any kind relating to this Agreement or the Grant Funds.

[Note: Indemnification language below was requested by Washington County and is being reviewed by OMA. Will update as appropriate after review.]

13. Indemnification. Within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the parties shall indemnify and defend the other and their officers, employees, agents, and representatives from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this Agreement (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, contractors or representatives.

13. Authority. County and Metro each warrant and represent that each has the full power and authority to enter into and perform this Agreement in accordance with its terms; that all requisite action has been taken by the County and Metro to authorize the execution of this Agreement; and that the persons signing this Agreement have full power and authority to sign for the County and Metro, respectively.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute a single document. Electronic signatures, as well as copies of signatures sent by facsimile or electronic transmission, shall be deemed original signatures for all purposes and shall be binding on the Parties.

[Signature Page Follows]

METRO

By: _____
Marissa Madrigal
Chief Operating Officer

Date: _____

Approved as to Form:

By: _____
Carrie MacLaren
Metro Attorney

Date: _____

Attachments:

Exhibit A – Grant Request
Exhibit B – Scope of Work
Exhibit C – Schedule of Milestones

WASHINGTON COUNTY

By: _____
[County Representative]
XXXX

Date: _____

Approved as to Form:

By: _____
XXXX
County Attorney

Date: _____

Project purpose and context

1. Provide a brief summary of the planning or development project for which engagement is planned. What is the need for the project and this project's purpose? What are the goals and anticipated outcomes of the project? What will be the community impacts and benefits? What are the opportunities for community input to influence project outcomes and public decision-making? Include a general schedule for the project that includes key decision points or milestones and a total budget for the project.

Summary of TV Highway Equitable Development Community Engagement Project

Metro identified the TV Highway Corridor as a location for high-capacity transit as early as 2010 and with the support of regional partners, formed the TV Highway Transit Project to develop plans around new transit proposals. As Washington County and other project partners conducted studies on the Corridor, it became clear that the need for improving the Corridor extended beyond transit improvements. Ridership data from TriMet's Line 57, which has the highest ridership of any Washington County bus line, shows that people in the Corridor rely on public transit for accessing jobs, housing and social services. Yet, residents face life-threatening conditions during their daily commute with the Corridor's fatality crash rate 17% higher than the rest of the region with pedestrians encountering the greatest risk. According to Metro, between 2007 and 2018, there were 237 serious injuries and 39 fatalities along the Corridor, an average of three deaths per year, and 72% of those fatalities consisted of people either walking or cycling. Furthermore, 53% of all pedestrian serious injuries and fatalities on TV Highway occurred within 100 feet of a transit stop.

These harrowing statistics alongside the fact that of the 65,000 people living within a quarter mile of Line 57, 45% are below the poverty line made it clear that the TV Highway Transit Project needed to be guided by an equitable development strategy (EDS) that would implement community needs and safety. These findings led to the formation of the TV Highway Equity Coalition (TEC), a group of civic leaders and representatives from community based organizations, convened by Unite Oregon, that conducted community engagement and drafted the EDS based on resident testimonies, recommendations, and desired outcomes for redevelopment of the Corridor. As a partner to the TEC, Washington County recognizes ongoing community engagement and education efforts supporting future EDS implementation as vital to the wellbeing of County residents.

Purpose and Need for Implementing the Equitable Development Strategy:

To ensure that the EDS continues to develop with community input and shape future infrastructure planning and projects Washington County and Unite Oregon have identified the next project phases:

- **Partnership Development:**
 - Need: There is a need to share the EDS process and goals with all government and community partners. There is also a need to identify projects or plans already underway or forthcoming that could align with the EDS.
 - Purpose: This will spread awareness about the EDS and continue conversations while also building partnerships between key stakeholders who have the opportunity to collaborate on initiatives that align with the EDS.
 - Community Impacts and Benefits: These partnerships will help to restore trust between the community and local governments by including community ambassadors while simultaneously fostering collaboration across multiple stakeholders and disciplines not only for the Corridor's development, but other regional projects.
- **Community Leadership Development:**
 - Need: There is a need to provide training and support for community ambassadors who want to be part of the EDS advocacy team.
 - Purpose: To fully prepare community ambassadors with the tools and resources needed to support and advocate for the communities they represent.
 - Community Impacts and Benefits: This project will encourage and increase community participation in policy advocacy and infrastructure development by providing resources

and avenues for leadership which will directly benefit the communities most impacted by decision-making along the corridor.

- **Communications Strategy:**

- Need: There is a need to spread awareness about the EDS among diverse and marginalized communities in Washington County, especially immigrants, refugees and BIPOC, low-income households, and those who do not speak English as their primary language.
- Purpose: To increase engagement among residents in the community who have been historically excluded from infrastructure planning.
- Community Impacts and Benefits: More residents involved with the redevelopment of the Corridor will lead to a more equitable and beneficial environment for the affected communities. This will also pave the way for future planning and development projects to include more equitable outreach strategies.

Project Timeline

Goal	Outcome and Objectives	Timeline
Develop Community Engagement Plan	<ul style="list-style-type: none"> ● Recruitment for Community Ambassadors ● Draft TEC Contract Agreements ● Draft Communications Strategy Plan ● Schedule Partnership Meetings 	January - March 2024
Identify opportunities for future partnership and implementation of EDS priority actions	<ul style="list-style-type: none"> ● TEC completes initial assessment of initiatives, projects, and planning processes impacting the TV Hwy Corridor and surrounding areas. 	January 2024 - June 2024 Ongoing
Train Community Ambassadors	<ul style="list-style-type: none"> ● Train 20 Community Ambassadors through 4 leadership development training sessions and check-ins. ● Increase civic leadership participation in local planning processes across Washington County, centering the EDS priority actions. 	January 2024 - June 2024 Ongoing
Foster collaboration between local government staff and community to address community needs as identified in the EDS.	<ul style="list-style-type: none"> ● TEC and Community ambassadors debrief the EDS for government agencies involved with EDS implementation. (See partnership list below). ● TEC and community ambassadors facilitate 2 EDS conversations with partners and present assessment findings, identifying next steps for partnership. ● Policy makers, government agencies, and community-based organizations are made aware of community needs and possible actions needed to meet those needs. 	March 2024 - June 2024

Implement Communications Strategy	<ul style="list-style-type: none"> • Present EDS action plan to elected officials and discuss next steps. • Distribute 100 EDS multilingual hard copies and QR codes in libraries and public spaces to reach Corridor residents who face barriers to participate in infrastructure planning due to language barriers. • Publish EDS and Participation Resource Guide online. 	April 2024
Convene Project Reflection and Next Steps Workshop	<ul style="list-style-type: none"> • Gather key stakeholders to reflect and chart next steps. 	June 2024

Partners List:

- Washington County Department Partners:
 - Economic Development,
 - Office of Equity, Inclusion and Community Engagement (OEICE)
 - Land Use and Transportation,
 - Housing Services.
- Metro Regional Government
- TriMet
- Oregon Department of Transportation (ODOT)
- City Partners: Forest Grove, Cornelius, Hillsboro, and Beaverton.

Community demographics

2. *Provide demographic information including race, ethnicity, age, and income of the neighborhood or community that will be affected by the project. Indicate the data source and describe how the project geography relates to the data provided. If appropriate, include not only residential data but also relevant information (even if anecdotal) regarding local businesses, employers or commercial districts.*

The majority of the TV Highway Corridor’s up-to-date quantitative demographic data currently relies heavily on TriMet and Metro which utilize transportation surveys and data to identify the communities living and commuting along the Corridor. In the past year, the TEC has actively engaged with Corridor communities to gather qualitative data for the EDS which provides significant context behind the Corridor’s quantitative data. Analyzing the ridership on TriMet’s Bus Line 57, the singular mode of public transit along the entirety of the Corridor, provides critical insight into these diverse communities who are primarily young and low income. According to Metro’s 2022 Memo from the TV Highway Project Manager, one third of the Corridor’s population is living below 200 percent of the Federal Poverty Level with West Hillsboro’s poverty rates as high as 49%. Line 57 serves a higher-than-average share (40%) of fare card users who are part of TriMet’s reduced fare program for students, older adults, and people with low incomes or disabilities. In the EDS, community members who reflect these demographics expressed a need for increasing public safety along the Corridor, sharing first-hand accounts of accidents: “Being visible to cars is really important, I was hit by a car along TV HWY and I can no longer sit up, and I was crossing with a pedestrian light by someone running a light. We need more crosswalks and measures put in place to protect pedestrians.”

Additionally, the Corridor is home to more large-family households with five-plus members and families with single mothers compared to the rest of the region. Despite the high proportion of poverty levels, large families, and single-parent households, the access to affordable housing remains a barrier with only

7% of housing regulated as affordable in the Corridor. If left unaddressed, this barrier will only intensify as Metro projects the Corridor population to increase 38% by 2040. A community member shared their perspective on housing in the Corridor for the EDS: “Housing is a main source of creating generational wealth, but a lot of people cannot buy a house. They still receive rent assistance. For me, home ownership is never going to happen.”

Furthermore, the communities in the Corridor are some of the region’s most racially and linguistically diverse with 49% of the Corridor’s population identifying as people of color and 15% of the population having limited English proficiency. Next to Spanish and English, the most common languages spoken are Vietnamese, Korean, Arabic, Tagalog, and Chinese. For the EDS, a community member shared their common experience of language posing a barrier to participation in infrastructure development plans: “When we have changes, everybody doesn’t hear about it. When people don’t speak the language they get left out. Only time I had heard about a TriMet event was when it was at Muslim Educational Trust. Language barrier is a major problem. People may also not hear about outreach opportunities. Building community engagement really resonates.”

Anticipated engagement plan or concept

3. Describe your anticipated engagement plans for the project (without this grant.) Include engagement goals, audiences you intend to contact, and methods for engagement (meetings, workshops, surveys, focus groups, interviews, door-knocking, etc.) If awarded this grant, how will your engagement approach be different?

Without Metro 2040 Cycle 11 Community Engagement Grant:

The TEC and coalition partners are currently seeking additional funding to continue engagement and education around the EDS along the TV Highway Corridor. Unite Oregon is currently pursuing Metro Equitable Development funding with the City of Cornelius to advance an anti-displacement and anti-gentrification plan in the Town Center and with the City of Beaverton for developing the Lombard West property across from the Beaverton Transit Center. Both of these projects are part of the Corridor project area and align with EDS priority action items. If awarded funding from the Robert Wood Johnson Foundation Community Connectors Grant, the TEC will have the capacity to reconvene in January 2024 and continue engagement efforts around the EDS consisting of:

January 2024

- Three planning sessions for TEC

February-March 2024

- TEC meets with elected officials of the jurisdictions along the Corridor to present updates about the EDS and develop a collaborative approach to implementing its priority actions
- TEC meets with state and regional government agency partners including ODOT, Metro and TriMet to learn more about the safety and transit investments planned for the Corridor and how they plan to mitigate potential negative impacts on the community
- Business-focused TEC partners meet with IR-BIPOC business owners to better understand their needs and create a plan to protect their operations and earnings when infrastructure investments are underway
- Housing-focused TEC partners meet with private property owners to discuss ways of preserving and expanding affordable housing and commercial spaces in the Corridor

April-May 2024

- Identify federal funding opportunities applicable to Corridor redevelopment such as the U.S. Department of Transportation’s Neighborhood Access and Equity Grant program
- Explore other funding opportunities to further the planning for EDS priority actions

- Organize community workshops to engage impacted community members and use their feedback to inform the planning process
- Develop a sustainability plan to maintain TEC momentum and to strengthen the relationships with the impacted communities as well as government entities

With Metro 2040 Cycle 11 Community Engagement Grant:

Cross-disciplinary Partnerships:

If awarded the Metro Community Engagement Grant, the potential for a cross-disciplinary partnership between Washington County, municipalities, regional and state agencies, and community based organizations will exponentially grow. With an assessment plan as a critical piece of work this grant will fund, Washington County and Unite Oregon will have the capacity to assemble a comprehensive list from various partners with planned and/or initiated efforts that already support EDS priority actions items. In doing so, this will increase communication among these entities to collaborate rather than duplicate efforts.

Decrease Barriers to Community Engagement:

This grant will also provide this project with increased engagement among community members in the Corridor who have yet to be reached in order to better inform them of infrastructure plans and how they can become involved in the planning process. Through a communications campaign, community members will have access to the EDS in multiple languages and formats along with resources to participate in the Corridor's infrastructure planning process.

Team capacity and experience

4. Identify key government staff assigned to the project and project leads involved from a consultant (if applicable). Clearly indicate the role of each team member. Describe the experience of any team members who have worked in the engagement of historically marginalized communities in similar planning and development efforts. Include brief examples of past work. If applicable, describe any relevant cultural experience or lived experience of team members that might be relevant to this effort.

The Economic Development Program has designated Adrienne Chaille, Sr. Coordinator for Economic Development Programs to serve as the lead in the partnership with Unite. In this role, Adrienne will support Unite Oregon in achieving all deliverables set forth in the Scope of Work and serve as a thought-partner in ongoing engagement efforts. Adrienne brings over a decade of experience in community engagement, prioritizing Black, Indigenous, Latinx and People of Color including immigrants and refugees. Beginning her career in social work, she worked in microenterprise development in Latin America for many years with local nonprofits focused on women entrepreneurs, and eventually received a Masters Degree in Urban and Regional Planning. She has managed a large Meyer Memorial Trust grant for EcoDistricts, focused on engaging communities of color in the planning of the innovation district, a priority in Portland's Comprehensive Plan. She also led the formation of a trauma-informed program in the Central Eastside that centered communities experiencing houselessness in decision-making around policy and programs. In her role with Washington County, she manages the community engagement efforts of the Economic Development Program, creating a capacity building grant program based on community feedback, and facilitates the Washington County Small Business Support Network. She serves as the liaison with the Office of Equity Inclusion and Community Engagement (OEICE).

This project will leverage the ongoing efforts of the Economic Development Program in convening stakeholders across the County, including the local cities, chambers of commerce, businesses, and community based organizations. Examples of this work include the quarterly convening of the Washington County Small Business Support Network, which includes dozens of community based organizations and chambers of commerce, many who are culturally specific. There is also an opportunity to uplift this project to Economic Development Managers and Planning Directors from the local cities, as

the Economic Development team plays a key role in fostering collaboration with these stakeholders. In addition, the team will foster partnership with other Washington County departments including the Office of Equity Inclusion and Community Engagement (OEICE), Housing, and Land Use and Transportation (LUT), gathering pertinent information to build out a comprehensive assessment of ongoing and upcoming projects tied to the TV Hwy Corridor. Staff will support in integrating community feedback into planning efforts both underway and forthcoming at the County.

Added team capacity and experience desired

5. Describe the qualifications and experience that you are seeking to add to your team through the involvement of a community partner or liaison. Discuss your strategy to recruit and select the organization(s) or individual(s) who would join your team. How do you propose to integrate the community partner/liaison into the planning or development project team? Will they have the opportunity to adjust your engagement plans to best meet intended goals? [If you have already identified a community partner/ liaison to be involved, explain how their specific expertise, perspective, and/or relationships will enhance project success.]

Core to our approach at the Economic Development Program is centering community voices in our program development and investments, through the lens of racial equity. Unite Oregon has been an active and engaged partner in the Washington County Small Business Support Network and we are committed to continuing to partner with their team in engaging marginalized communities, in particular communities of color in planning efforts across the county, which is at the heart of the network concept. The need for more direct engagement with small business owners and renters has been reflected throughout our conversations with the network and other partners, and this project aligns with our overarching community engagement planning to identify pathways for deeper engagement, more effective service provision, and decision-making opportunities. The thoughtful approach of the Unite Oregon team and the TEC process demonstrates their capacity for leadership in fostering meaningful engagement in planning processes. Through the many partnerships that they have cultivated over the course of the TEC, they have laid the foundation for the EDS to be a tool for engagement and planning beyond the TV Hwy Corridor. We are interested in hearing more from the community about how the action items from the EDS could be integrated into future planning processes. We are also excited to identify opportunities for alignment with regional frameworks that are focused on equitable development and economic opportunity.

Our team is focused on convening conversations and supporting partners that share our goal to address the racial wealth gap. As a new program, we see the opportunity to spark authentic partnership across departments and disciplines, integrating economic opportunity into policy and programming. We hope to support Unite Oregon in their engagement efforts on the EDS, with the goal of long-term relationships across agencies and local cities for the EDS to be successful and for their team to engage in future planning efforts.

Proposed engagement budget

6. Using the budget table template provided, indicate the major project phases, the grant-funded public engagement tasks or elements you imagine for each phase, and their associated costs. Identify any additional funding [if any] available from other sources.

Please see attached budget.

2040 Planning and Development Grant Application

Proposed project budget| All Application Types

Project Name: TV Highway Equitable Development Community Engagement Project

Grant Funds Requested: \$100,000

Other funds Pledged: \$0

PROJECT COMPONENT	CONSULTANT FEES	CBO PARTICIPATION AND/OR COMMUNITY	OTHER DIRECT PROJECT COSTS	TOTAL
(Phase, element, deliverable, etc.)				
To Support All Project Phases (January-June 2024)				
Contracts with TV Highway Equity Coalition member organizations		\$35,000		\$35,000
Community Organizer (0.3 FTE)		\$6,825		\$6,825
Community Organizer (0.3 FTE)		\$7,500		\$7,500
TEC Facilitator (0.2 FTE)		\$6,500		\$6,500
Fringe Benefits		\$3,940		\$3,940
Train Community Ambassadors (January-June 2024)				
Interpretation & Translation			\$4,642	\$4,642
Meeting supplies			\$1,000	\$1,000
Community stipends			\$15,000	\$15,000
Implement Communications Strategy (April 2024)				
Interpretation & Translation for EDS			\$6,550	\$6,550
				\$0
Program Subtotal				\$86,957
Admin @ 15%				\$13,043
TOTAL PROJECT BUDGET				\$100,000



August 8th, 2023

Dear Metro 2040 Grant Committee,

On behalf of Washington County Board of County Commissioners, we are writing in support of the Washington County Economic Development Program's application for the Metro 2040 Community Engagement Grant. This grant is a partnership with Unite Oregon to continue community engagement along the Tualatin Valley (TV) Highway Corridor advancing the work of the TV Highway Equity Coalition (TEC). The goal of the partnership is to foster collaboration across stakeholders in the TV Highway Corridor with a focus on Black Indigenous, and People of Color (BIPOC) small business owners and renters, which can support in equitable outcomes and processes for future investment and development.

The 2040 Grant Community Engagement project will build on past and existing community-centered initiatives to ensure equitable development in the Tualatin Valley (TV) Highway Corridor. In particular, the project aims to continue engagement around a number of strategic actions envisioned by the TV Highway Equitable Development Strategy (EDS), which was convened by Metro as part of planning for road improvements and Bus Rapid Transit (BRT) along the Corridor.

Recognizing the importance and value of the work by the TV Highway Equity Coalition (TEC), this project will further resource TEC's continued community engagement to empower residents and small business owners who have been historically left out of large-scale planning and investment to actively participate in decision-making processes and advocate for their needs and priorities as corridor planning and project development advances.

The project approach involves strategies to promote the TV Highway Equitable Development Strategy (EDS) and create avenues for community feedback. The project team will use various channels to raise awareness and disseminate information about the EDS, ensuring that community members are informed and engaged. Engagement methods will include traditional and digital media, community meetings, workshops, and targeted outreach efforts to reach a wide range of individuals, especially those from marginalized and underserved communities.

In addition, the project team will actively collaborate with local government agencies; seeking to build partnerships across community, private business, and government. We are confident that the collaborative approach proposed in our Team's application will enhance coordination, avoid duplication of efforts, and ensure that the EDS becomes an integral part of the region's broader equitable development framework.

Sincerely,

Roy Rogers, Vice Chair

On behalf of the Washington County Board of County Commissioners



August 10, 2023

Oregon Metro
2040 Grants Cycle 11 – Community Engagement
600 NE Grand Avenue
Portland, OR 97232

RE: Letter of Commitment
Applicant: Washington County Economic Development Program
Project: TV Highway Equitable Development Community Engagement Project

Dear Metro Grants Screening Committee,

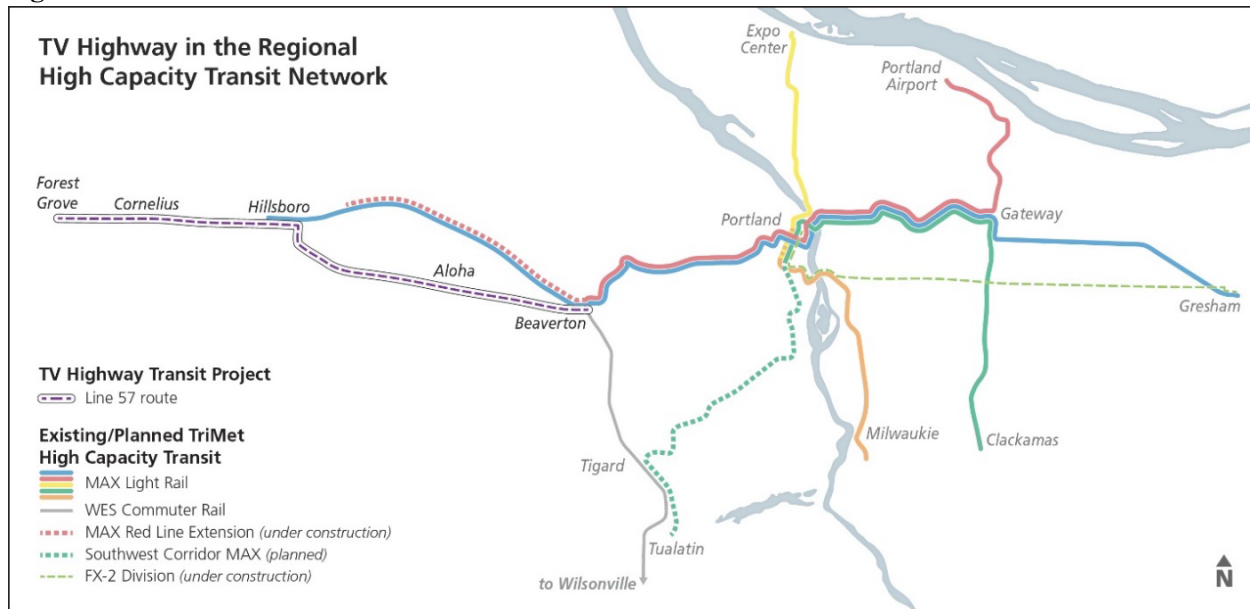
Unite Oregon is thrilled to submit this letter of commitment in support of the Washington County Economic Development Program application to Metro's 2040 Planning and Development Grant opportunity. We are eager to continue collaborating with Washington County in order to further engagement and education around the Tualatin Valley (TV) Highway Equity Corridor Equitable Development Strategy (EDS). As convener of the TV Highway Equity Coalition, this engagement project is of high importance to Unite Oregon with many of the community members whom we serve living and working in and commuting through the project area.

Unite Oregon and Coalition members along with partners have gathered significant community feedback on the needs and desired improvements along the TV Highway Corridor since May of 2022. This feedback process included meetings during which Washington County Economic Development staff presented on their department's Small Businesses Support Network. From early on in the Coalition's convening, it was clear that Washington County's Economic Development Program has several initiatives that already align with the EDS. Unite Oregon was excited when the opportunity arose to further collaborate with Washington County on the proposed community engagement project for the TV Highway Equitable Development Strategy. Through this partnership, our organization and the County will have the opportunity to spread further awareness about the EDS in Corridor communities and provide equitable opportunities for residents to engage in the infrastructure planning process by offering in-depth community training with simultaneous interpretation and translation of materials based on participant needs. Furthermore, this project will cultivate additional collaborative approaches between municipalities, the County, regional agencies, and community based organizations to integrate community feedback when planning redevelopment of the Corridor.

Unite Oregon has over 40 years experience organizing diverse community members across Oregon. We are vital partners for many local government agencies who wish to meaningfully engage our priority communities – communities that for decades have been systematically denied access to power, decision-making processes, and the resources that stem from these decisions. We thank Metro for its consideration of funding the TV Highway Equitable Development Community Engagement Project and supporting the County and Unite Oregon with this initiative.

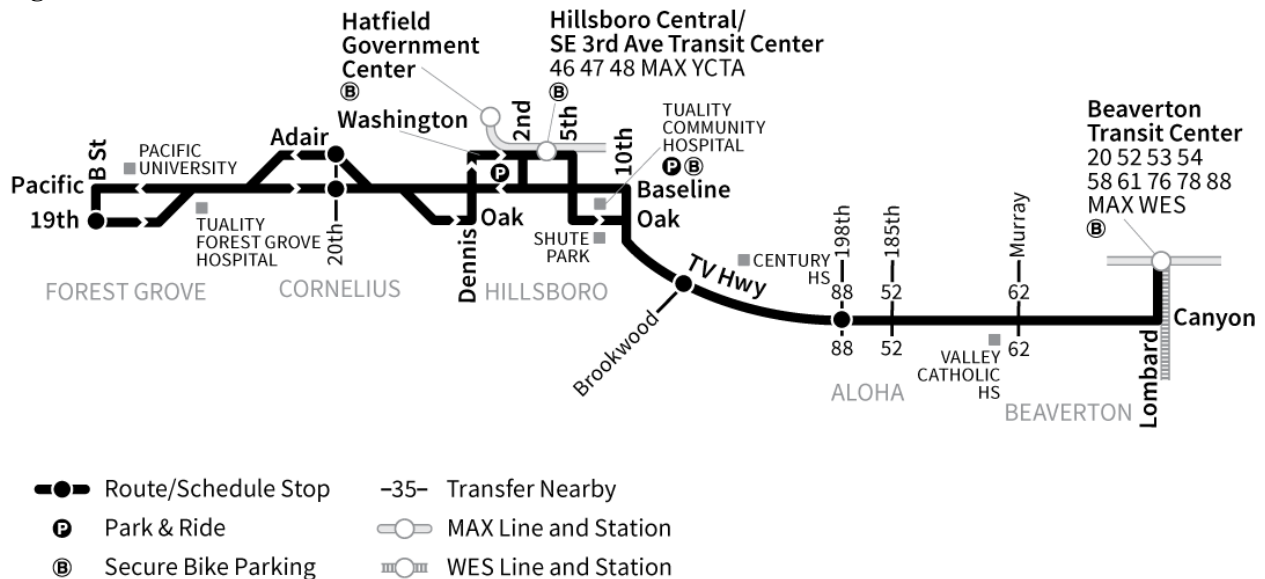
Sincerely,
Khanh Le
Executive Director
Unite Oregon

A handwritten signature in black ink, appearing to read "Khanh Le", written over the printed name.

Figure 1

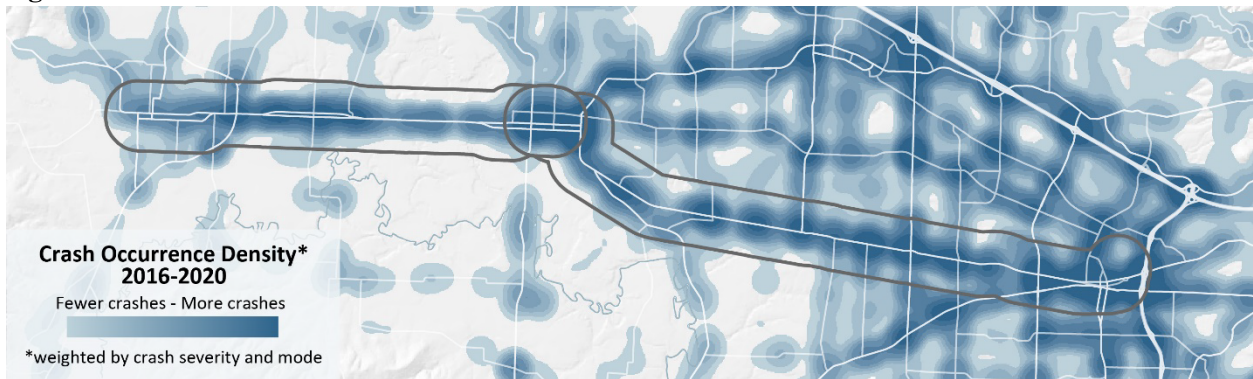
Source: 2022 Metro Memo from TV Highway Project Manager

TriMet's Bus Line 57 is currently the only mode of public transit running the entirety of the 16-mile TV Highway Corridor from Beaverton to Forest Grove. Currently, the MAX Blue Line provides transit from Beaverton to Hillsboro. All other proposed MAX light rail projects indicated in Figure 1 have yet to be built.

Figure 2

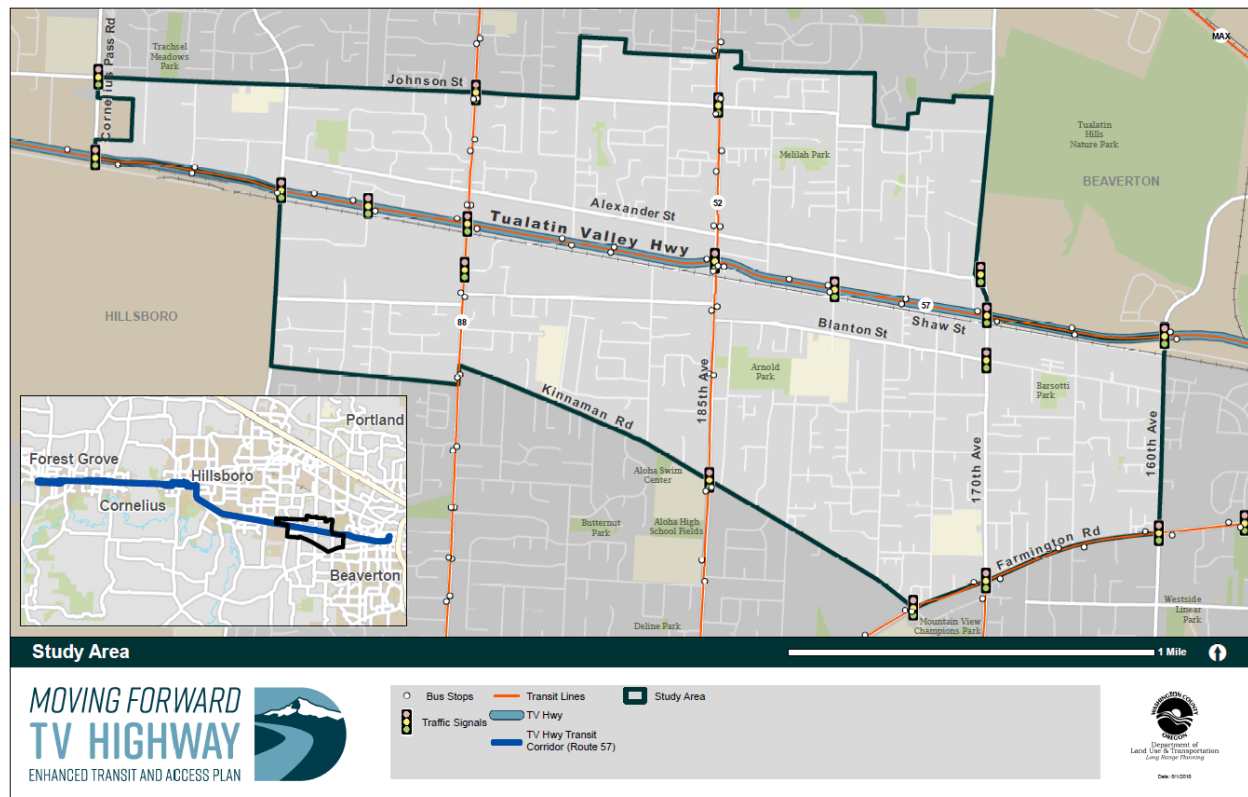
Source: TriMet

Metro data shows that bus commuters currently encounter up to double the travel time to that of automobiles with line 57 making 134 stops at about every quarter mile.

Figure 3

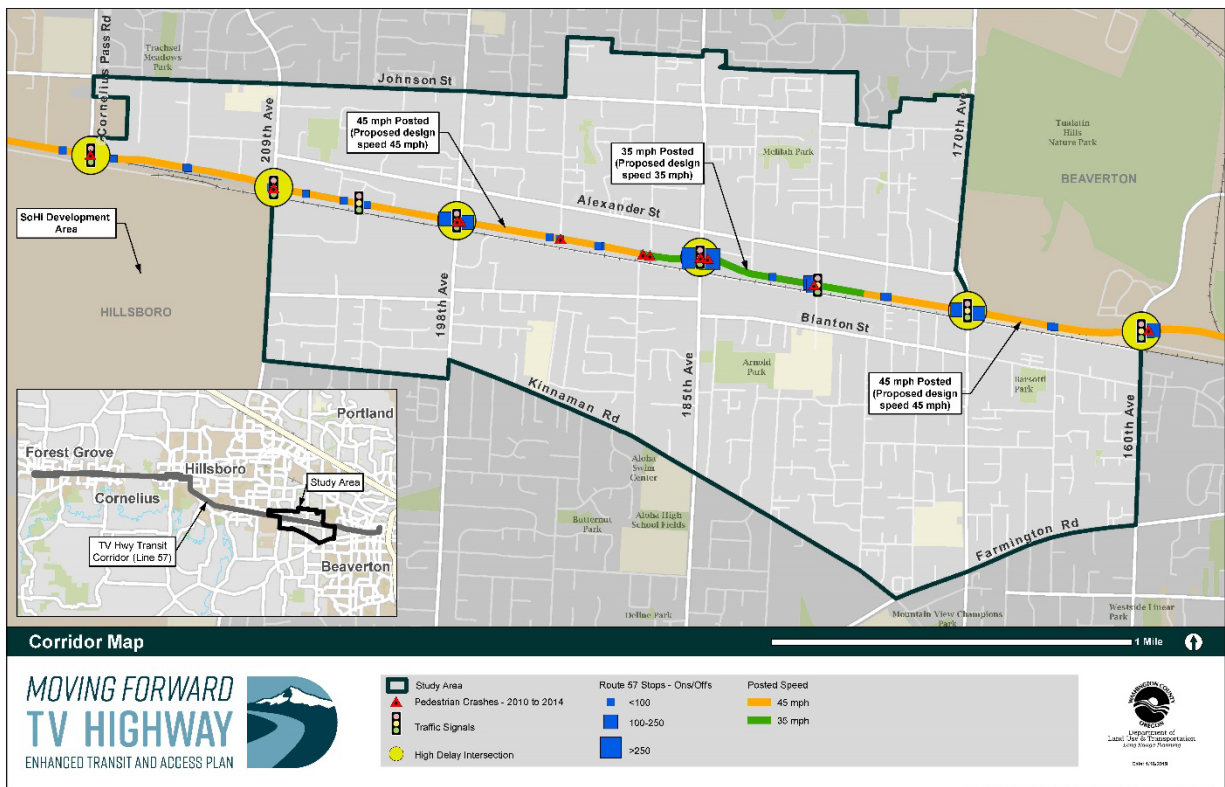
Source: Oregon Department of Transportation

The TV Highway Corridor is identified in Figure 3 as the gray outlined area where data shows significant crash activity, especially fatal, from 2016-2020. The density was calculated as a weighted sum of crashes by crash type. Any fatal (F) or serious injury (A) crashes were weighted by 10. Any visible (B) or non-visible (C) minor injury crashes that involved bicycle or pedestrians were weighted by 3. All other crash occurrences receive a score of 1.

Figure 4

Figures 4 and 5 highlight a three-mile portion of the TV Highway Corridor from 160th Avenue in Beaverton to Cornelius Pass Road in Hillsboro.

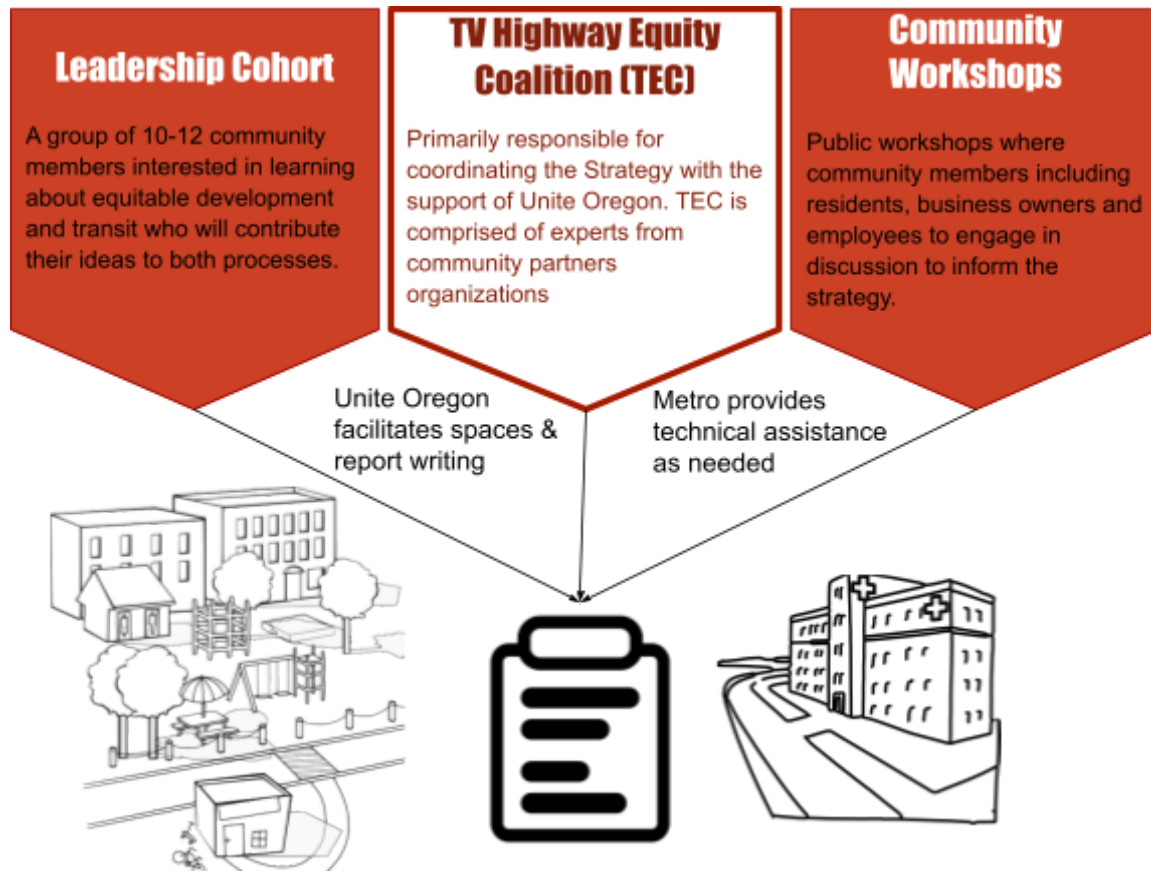
Figure 5



Source: Washington County Department of Land Use and Transportation 2019 Moving Forward TV Highway Final Report

Figure 5 demonstrates the long-standing history of accidents along the TV Highway Corridor. Within a three-mile stretch of the Corridor, significant pedestrian crashes occurred from 2010-2014 at traffic signals and close proximity to Bus Line 57 stops.

Creating the Equitable Development Strategy



On April 14th, 2023 the TV Highway Equity Coalition and the Community Leadership Cohort held a workshop to discuss recommendations and priority actions of the TV Highway Corridor Equitable Development Strategy.



Tualatin Valley Equity Coalition and civic leaders convene for an in-person meeting and potluck on July 7th 2023. Left to right: Mohanad Alnajjar, Nina Kung, Jahed Sukhun, Sushmita Poddar , Silvia Guevara, Anoukha Gardener, Maria Dolores Torres, Bernadette Le, Juan Moreno and Rebecca Vincent, and civic leader mentee.



TV Highway Equity Coalition conducts a housing study tour with Metro Councilors Juan Carlos Gonzalez and Gerritt Rosenthal on December 10, 2022.



The final day of the Community Leadership Team (CLT) meeting series on March 21, 2023. The CLT program was designed to promote leadership development and civic engagement specific to the infrastructure planning along the TV Highway Corridor.

Metro 2040: TV Highway Project Timeline

Long-term Impacts from this project:

- Increase civic leadership participation in local planning processes across Washington County, centering the TV Highway Corridor Equitable Development Strategy (EDS) priority actions.
- Policy makers, government agencies, and community-based organizations are made aware of community needs and possible actions required to meet those needs.
- Identify opportunities for future partnership and implementation of EDS priority actions.
- Foster collaboration between local government staff and the community to address community needs identified in the EDS.
- Prioritization of strategies identified in EDS, aligned with ongoing or upcoming projects impacting the corridor.

Goals	Objectives with Deliverables	Timeline*
Phase 1: Project Design and Initiation	<ol style="list-style-type: none"> 1. Draft and execute contracts with TV Highway Equity Coalition (TEC) partners. 2. Form a Community Ambassadors Cohort: <ol style="list-style-type: none"> a. Create criteria and selection process outlined in a document for Community Ambassador recruitment. b. Recruit 10-20 individuals as Community Ambassadors. 3. Draft a framework for a Communications Strategy Plan with TEC that will be used to outline the values, goals, and necessary commitments to implement a communications strategy. 4. Create a schedule for partnership meetings (TEC, Ambassadors training, public events, meetings with staff & elected officials). <p>Phase 1 Final Deliverables: Establish Community Ambassador Program and Communications Strategy Plan.</p>	February 1st – April 1 st ,*
Phase 2: Capacity Building of Community	<ol style="list-style-type: none"> 1. Train a cohort of 10-20 Community Ambassadors to increase civic leadership 	April 1 st – July

Goals	Objectives with Deliverables	Timeline*
Ambassadors	<p>participation in local planning processes across Washington County, centering the priority actions of the TV Highway Corridor Equitable Development Strategy (EDS).</p> <ul style="list-style-type: none"> a. Facilitate 2 leadership development training sessions and check-ins focused on EDS Priorities. b. Create a schedule to pair up Community Ambassadors to attend monthly County or local jurisdiction meetings, reflecting initiatives, projects, and planning processes impacting the TV Highway Corridor and surrounding areas identified in the assessment. c. Develop training resources: Record 1-2 short videos for the general public on how to become civically engaged and navigate government spaces, especially related to the EDS Priority Action Plan. Share with Cohort. <p>Phase 2 Final Deliverables: Cohort of 10-20 Ambassadors who have completed the training program.</p>	1 st ,*

Goals	Objectives with Deliverables	Timeline*
Phase 3: Create Communications Plan	<ol style="list-style-type: none"> 1. Unite Oregon, TEC partners, and Community Ambassadors work with Washington County and Metro to complete an initial assessment of initiatives, projects, and planning processes impacting the TV Highway Corridor and surrounding areas to identify opportunities for future partnership and implementation of EDS priority actions. <ol style="list-style-type: none"> a. Assessment will be a document that maps ongoing, and upcoming projects. b. Identify partners to champion EDS priority actions. c. Organize 1 workshop with local agencies and community groups to outline resources and action plans, informing assessment. 2. Finalize a Communications Strategy Plan with Community Ambassadors based on assessment findings and workshop. <p>Phase 3 Final Deliverable: The Communications Plan will be an outlined document that includes assessment findings and how to disburse information about the EDS into the community.</p>	April 1 st – August 1 st
Phase 4: Implement Communications Plan	<ol style="list-style-type: none"> 1. TEC and Community Ambassadors prepare for conversations with government agencies involved with EDS implementation to foster collaboration between local government staff and the community to address community needs as identified in the EDS. 2 training sessions with TEC and Community Ambassadors. 2. TEC and Community Ambassadors facilitate 2 EDS implementation conversations with government partners (See partnership list below) to: <ol style="list-style-type: none"> a. Present assessment findings and communication strategy, b. Identify next steps on prioritization, 	June 1 st – August 1 st

Goals	Objectives with Deliverables	Timeline*
	<p>and</p> <p>c. Expand partnership.</p> <p>3. Present EDS priority action plan to elected officials and call for their support to implement these actions integrating assessment findings of ongoing projects impacting TV HWY Corridor.</p> <p>4. Distribute 20-30 EDS hard copies in at least 5 languages, as well as QR codes in libraries and public spaces to reach Corridor residents who face challenges to participate in infrastructure planning due to language barriers.</p> <p>Phase 4 Final Deliverable: Communications Plan is implemented through the above strategies with the goal of achieving broader awareness of EDS along corridor.</p>	
Phase 5: Convene Project Reflection and Implementation Workshop	<ul style="list-style-type: none"> Gather key community and government stakeholders to reflect and chart avenues for implementation.' <p>Phase 5 Final Deliverable: Complete a final event with stakeholders regarding implementation.</p>	August 1st - October 1st

** Timeline will be adjusted based on the grant agreement date.*

Government Partnership

- Washington County, Land Use and Transportation
- Washington County, Economic Development Programs
- Washington County, Office of Equity, Inclusion & Community Engagement
- Washington County: Housing Services
- City of Forest Grove
- City of Cornelius
- City of Hillsboro
- City of Beaverton
- Metro
- TriMet
- Oregon Department of Transportation

METRO CONTRACT XXXXXX - EXHIBIT C**DRAFT January 4****Advancing TV Highway Equitable Development Strategy | Washington County****Project Milestones, Deliverables, and Disbursement of Grant Funds**

PROJECT MILESTONE AND SPECIFIED GRANT DELIVERABLES		DATE DUE	PROGRESS PAYMENT
1	Execution of grant agreement a) Complete project documents b) Signed and executed IGA	February 16 th	\$10,000
2	Project initiation a) Participant interest confirmed, scope written, and executed sub agreements for TEC b) Create schedule for all project meetings (TEC, Ambassadors trainings, public events, meetings with government partner staff and elected officials) c) TEC meeting #1 d) Create criteria and selection process outlined in a document for Community Ambassador recruitment e) Recruitment of 10-20 Community Ambassadors Deliverable: Summary of Phase Activities	April 1 st	\$10,000
3	Assessment and communications strategy preparation a) TEC meeting #2 b) Draft framework for a Communications Strategy Plan in a document c) Ambassador training #1 Orientation d) Ambassador training #2 e) Workplan for assessment execution Deliverable: Summary of Phase Activities	May 1st	\$15,000
4	Assessment and communications strategy process a) TEC meeting #3 b) Assessment workshop with agencies and community groups c) Draft initial assessment d) TEC meeting #4 e) Refined assessment f) Schedule of Ambassador attendance at community meetings g) Ambassador training #3	June 1st	\$20,000

METRO CONTRACT XXXXXX - EXHIBIT C**Advancing TV Highway Equitable Development Strategy | Washington County**

Continued

	h) Final Communications Strategy Plan Deliverable: Summary of Phase Activities		
5	Implement communications plan a) 1-2 short videos on how to become civically engaged and navigate government spaces b) 1 training session with TEC and Community Ambassadors to prep for agency conversations c) 2 agency conversations with TEC and Community Ambassadors to identify priorities d) Summaries of agency conversations in a document e) 5 presentations of action plan priorities to elected officials f) Create and distribute translated EDS documents Deliverable: Summary document of implementation actions for communications plan, listing commitments of partners	August 1st	\$25,000
6	Project implementation workshop a) Meeting of key implementation stakeholders to chart avenues for implementation of priorities Deliverable: Summary of meeting and identified next steps	September 1st	\$10,000
7	Partner acceptance of EDS a) Communication to Board of County Commissioners on Metro 2040 Grant partnership Deliverable: Summary of Phase Activities	September	\$5,000
8	Grant completion documentation a) Final financial report submitted, and backup documentation retained on file as appropriate b) Final reporting on grant performance measures submitted and approved by Metro Deliverable: Final reports submitted	October 1st	\$5,000

METRO CONTRACT XXXXXX - EXHIBIT C**Advancing TV Highway Equitable Development Strategy | Washington County**

Continued

APPROVED GRANT PROJECT EXPENSE DISTRIBUTION

Changes to the approved expense distribution shown at right must be approved by Metro through an amendment of this Exhibit C.	Consultant/CBO Fees	\$ 85,000
	Direct Expenses	\$ 15,000
	Contingency reserves	\$ 0
	TOTAL METRO GRANT FUNDS	\$ 100,000
	TOTAL WASHINGTON COUNTY FUNDS	\$ 6,550

**2040 PLANNING AND DEVELOPMENT GRANT
INTERGOVERNMENTAL AGREEMENT
Metro – City of Beaverton
Lombard West Plan**

This 2040 Planning and Development Grant Intergovernmental Agreement (this “Agreement”) is entered into by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland OR, 97232 (“Metro”), and the City of Beaverton, a municipality of the State of Oregon, located at 12725 Southwest Millikan Way, Beaverton, OR, 97005 (the “City”). Metro and the City may be jointly referred to herein as the “Parties” or each, individually as a “Party”.

RECITALS

WHEREAS, Metro has established a Construction Excise Tax (“CET”), Metro Code Chapter 7.04, which imposes an excise tax throughout the Metro regional jurisdiction to fund regional and local planning that is required to make land ready for development after inclusion in the Urban Growth Boundary; and

WHEREAS, the CET is collected by local jurisdictions when issuing building permits, and is remitted to Metro pursuant to Intergovernmental Agreements to Collect and Remit Tax entered into separately between Metro and the local collecting jurisdictions; and

WHEREAS, the City has submitted a 2040 Planning and Development Grant Request application attached hereto as **Exhibit A** and incorporated herein (the “Grant Request”) for Lombard West (the “Project”); and

WHEREAS, Metro has agreed to provide 2040 Planning and Development Grant Funds to the City for the Project in the amount of \$500,000 subject to the terms and conditions set forth herein (the “Grant Funds”), and the Parties wish to set forth the timing, procedures, and conditions for receiving the Grant Funds from existing CET funds for the Project.

AGREEMENT

NOW THEREFORE, the Parties hereto agree as follows:

1. **Metro Grant Award.** Metro shall provide the Grant Funds to the City for the Project as approved by the Metro Council in Resolution 23-5371 and as described in the Grant Request, subject to the terms and conditions specified in this Agreement.
2. **Project Management and Coordination.** The Parties have appointed the staff identified below to act as their respective project managers (each a “Project Manager” and collectively “Project Managers”) with the authority and responsibility described in this Agreement:

For the City: Javier Mena, Affordable Housing Program Manager
City of Beaverton
jmena@beavertonoregon.gov
503-526-2222

For Metro: Patrick McLaughlin, Senior Development Project Manager
Metro
patrick.mclaughlin@oregonmetro.gov
971-413-4326

Metro and the City may each designate an additional or replacement Project Manager by providing written notice to the other party.

3. Mutual Obligations of both the City and Metro. The Parties and their respective Project Managers will collaborate to oversee the successful implementation of the Project as follows:

- (a) Selection of Consultants. For consultants selected after execution of this contract, the Project Managers will work together to identify consultants best qualified to perform the Scope of Work, attached hereto as **Exhibit B**. The Project Managers and any additional reviewers selected by the Parties will jointly review proposals from consultants and select a mutually agreeable consultant team to perform the work required to successfully complete the Project.
- (b) Schedule of Milestones. The Parties have agreed to a preliminary schedule of milestones for completion of the Project, which is attached hereto as **Exhibit C** ("Schedule of Milestones"). After the Project Managers have selected a consultant team as described in subsection 3(a), the Parties each expressly delegate authority to their respective Project Managers to prepare a revised schedule of Milestones that will provide more detailed performance timelines for the Project, including specific consultant and/or City deliverables for each Milestone, and establishing the amount of Grant Funds to be disbursed by Metro upon satisfactory completion of each Milestone. The Parties agree that once the Milestones are supplemented and revised by the Project Managers in accordance with this subsection, **Exhibit C** shall be automatically amended and the revised Milestones will become final and binding on the Parties unless and until later amended as allowed under paragraph 10 of this Agreement.
- (c) Project Committee(s). The Project Managers will jointly determine the role of the Project steering/technical/advisory committee(s), if any, and the composition of such committees or other bodies. Metro's Project Manager will participate as a member of any such committee.

4. City Responsibilities. The City shall perform the work on the Project described in the Grant Request, and as specified in the Milestones, subject to the terms and conditions specified in this Agreement.

- (a) Use of Grant Funds. The City shall use the Grant Funds it receives under this Agreement only for the purposes specified in the Grant Request and to achieve the Milestones as set forth in this Agreement. In the event that unforeseen conditions require adjustments to the Project scope, approach, or schedule, the City shall obtain Metro's prior written approval before implementing any revisions to the Project.
- (b) Consultant Contract(s). After the Project Managers have selected the consultant team and completed a revision of the Milestones as described above in section 3, the City shall enter into a contract(s) with the selected consultant team to complete the work as described in the Milestones as revised. The contract(s) entered into by the City shall reference this agreement and reflect the Scope of Work and the Milestones, as revised.

- (c) Submittal of Grant Deliverables. Within 30 days after completing each of the Milestones, the City shall submit to Metro all required deliverables for such Milestone, accompanied by an invoice describing in detail its expenditures as needed to satisfy fiscal requirements. Deliverables must be submitted to Metro as outlined in the Milestones, as revised; the City shall not submit additional deliverables and invoices to Metro for later Milestones until Metro has reviewed and approved all prior deliverables under paragraph 5 of this Agreement.

5. Metro Responsibilities. Metro's funding commitment set forth in this Agreement shall be fulfilled solely through CET funds; no other funds or revenues of Metro shall be used to satisfy or pay any CET grant commitments. Metro shall facilitate successful implementation of the Project and administration of Grant Funds as follows:

- (a) Advisory Role. The Metro Project Manager shall take an active role as part of the Project Advisory Team and at the request of the City Project Manager will review and comment on draft project documents to communicate any concerns prior to the formal submission of the deliverables for each Milestone.
- (b) Review and Approval of Grant Deliverables. Within 15 days after receiving the City submittal of deliverables as set forth in the Milestones (as revised), Metro's Project Manager shall review the deliverables and either approve the submittal, or reply with comments and/or requests for further documentation or revisions that may be necessary. The Metro Project Manager shall determine whether the deliverables submitted are satisfactory in meeting the Scope of Work and the applicable Milestones.
- (c) Payment Procedures. Subject to the terms and conditions in this Agreement, Metro shall reimburse the City for its eligible expenditures for the applicable deliverable as set forth in Revised Exhibit C within 30 days following the Metro Project Manager's approval of deliverables, invoices and supporting documents.

6. Project Records. The City shall maintain all records and documentation relating to the expenditure of Grant Funds disbursed by Metro under this Agreement, as well as records and documentation relating to the financial match being provided by the City for the Project. Records and documents described in this section shall be retained by the City for three years from the date of completion of the Project, expiration of the Agreement or as otherwise required under applicable law, whichever is later. The City shall provide Metro with such information and documentation as Metro requires for implementation of the grant process. The City shall establish and maintain books, records, documents, and other evidence in accordance with generally accepted accounting principles, in sufficient detail to permit Metro or its auditor to verify how the Grant Funds were expended, including records demonstrating how City matching funds were expended.

7. Audits, Inspections and Retention of Records. Metro, together with its auditors and representatives, shall have reasonable access to and the right to examine all City records with respect to all matters covered by this Agreement during normal business hours upon three business days' prior written notice to the City. The representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, time sheets, accounting records, and other materials pertaining to costs incurred in connection with the Project shall be retained by the City and all of their contractors for three years from the date of completion of the Project, or expiration of the Agreement, whichever is later, to facilitate any audits or inspection.

8. Term. Unless otherwise terminated under paragraph 9, this Agreement shall be effective on the last date it is executed by the parties below, and shall be in effect until all Milestones and deliverables have

been completed, all required documentation has been delivered, and all payments have been made as set forth in the Milestones, as revised.

9. Termination. Metro may terminate this Agreement and cancel any remaining Grant Fund payments upon a finding by the Metro Chief Operating Officer that the City has abandoned its work on the Project or is otherwise not satisfying its obligations under this Agreement regarding the requirements of the grant.

10. Amendment. This Agreement may be amended only by mutual written agreement of the Parties.

11. Other Agreements. This Agreement does not affect or alter any other agreements between Metro and the City.

12. Waiver. The Parties hereby waive and release one another for and from any and all claims, liabilities, or damages of any kind relating to this Agreement or the Grant Funds.

13. Authority. City and Metro each warrant and represent that each has the full power and authority to enter into and perform this Agreement in accordance with its terms; that all requisite action has been taken by the City and Metro to authorize the execution of this Agreement; and that the persons signing this Agreement have full power and authority to sign for the City and Metro, respectively.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute a single document. Electronic signatures, as well as copies of signatures sent by facsimile or electronic transmission, shall be deemed original signatures for all purposes and shall be binding on the Parties.

[Signature Page Follows]

METRO

THE CITY OF BEAVERTON

By: _____
Marissa Madrigal
Chief Operating Officer

By: _____
[City Representative]
XXXX

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

By: _____
Carrie MacLaren
Metro Attorney

By: _____
XXXX
City Attorney

Date: _____

Date: _____

Attachments:

Exhibit A – Grant Request
Exhibit B – Scopes of Work
Exhibit C – Schedule of Milestones

2040 Planning and Development Grant Application | Equitable Development

Project: Lombard West

Funds requested: \$500,000

Project purpose, regional impact and equity benefits

1. Describe the proposed project and the specific goals to advance equitable development in your community. Who are the project partners and why is this work a priority? Explain how the project will facilitate or implement community development plans and/or projects that are aligned with the region's 2040 Growth Concept, meaningfully advance racial equity and deliver benefits to historically marginalized populations.

Over the past decade the city has seen results of its strategic investments and policies to revitalize the Beaverton Central and Old Town districts. New developments and amenities such as significant new housing, restaurants, the BG Food Cartel, and Patricia Reser Center for the Arts, have contributed to Beaverton's downtown as a local and regional destination served by various modes of transportation including transit service. The city and Beaverton Urban Redevelopment Agency (BURA) continue to invest in the area with property acquisitions to facilitate investment and redevelopment, business improvement grants, infrastructure and transportation improvements.

One such project is the Millikan Way Extension Project, which is set to explore options for creating a new street connection and multi-modal amenities between Watson Avenue and Lombard Avenue. A key goal is to make it safer and easier for people to walk and bike along Millikan Way, providing an important connection between the Beaverton Transit Center and other downtown destinations. This work builds on past city plans and policies, such as the Beaverton Community Vision, Civic Plan, the Transportation System Plan, the Downtown Design Project, and the Downtown Equity Strategy. A potential impacted property is the Royal Manor Apartments, an unregulated affordable housing community, which 24 households call home. The street project potential alignment includes options that would physically impact the Royal Manor building, thereby directly impacting its residents. Even if the Royal Manor is not impacted directly, the project will improve its value which will lead to displacement tendencies. The Millikan Way Expansion Project is a transportation project, and correspondingly a housing and livability project, which provides a unique opportunity to look at infrastructure investments holistically.

To minimize displacement, affordable housing options must be created not just because of the Millikan Way Extension Project, but all investments happening in the area. To help mitigate the impacts of displacement, the city and BURA are looking at development opportunities for the Lombard West property, which is a 2.03-acre (88,427 sf) vacant parcel, owned by BURA. The property is located directly west of the Beaverton Transit Center in the Regional Center – Beaverton Central (RC-BC) zoning district. The property benefits from its access to transit (MAX, WES, bus service, and regional trails) in an area with existing older multi-family development, underutilized, and potential redevelopment opportunity properties. The Lombard West site has optimum potential for a mixed-income, mixed-used development that will maximize density while leveraging prior public regional transit investments and regional planning efforts, for the creation of a new community adjacent to Beaverton Creek and nearby urban amenities.

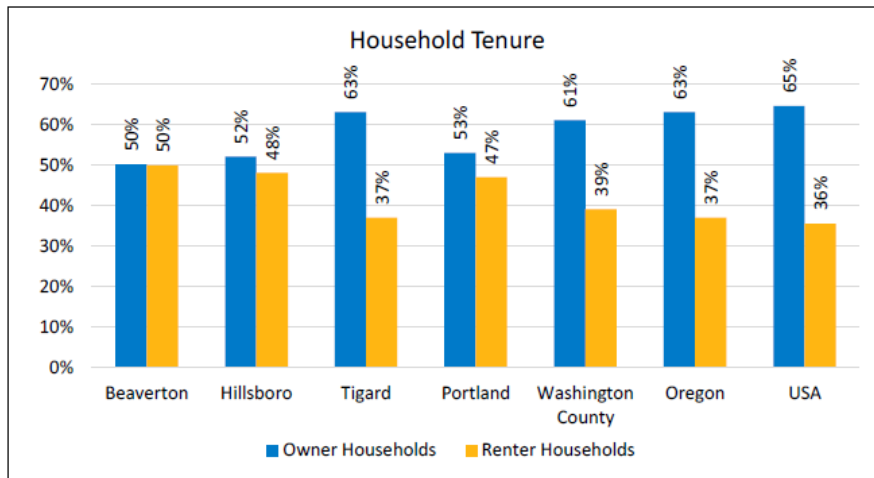
Community demographics

2. Provide demographic information including race, ethnicity, age, and income of the neighborhood or community that will be affected by the project. Indicate the data source and describe how the project geography relates to the data provided. If appropriate, include not only residential data but also relevant information (even if anecdotal) regarding local businesses, employers or commercial districts.

All information specific to community demographics has been provided by Johnson Economics with support from other Housing Beaverton team members at MIG|APG and ECONorthwest. The source is the City of Beaverton's: 2023 Beaverton Housing Needs Analysis.

What we found in this analysis that is unique to the City of Beaverton and supports the need for this project is that our renters make up half of our community population. The graph below shows the three closest cities in size and geographical location in addition to the County, State, and Country specific to renters and homeowners.

Figure 2. Estimated Homeowner and Renter Households, Beaverton and Comparisons, 2020

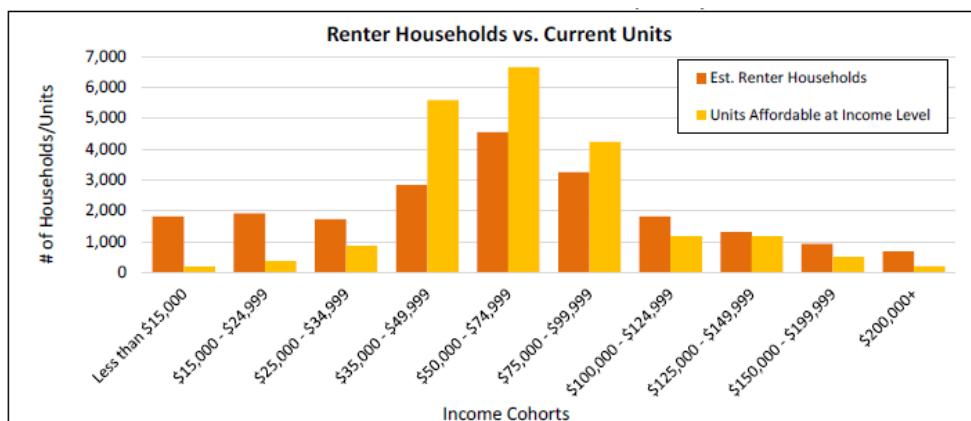


SOURCE: US Census

Census Tables: B25003 (2020 ACS 5-yr Est.)

Source: 2023 Beaverton Housing Needs Analysis, Appendix B – Current Housing Needs, Figure B.1.

In addition to the 50/50 split of renters and homeowners, we reviewed the estimated number of renter households and compared the number of affordable units in specific income ranges. What we observed quickly was the cluster of affordable units outnumbering the need only within the income ranges of \$35,000 - \$99,000.



Sources: Census, JOHNSON ECONOMICS

Source: 2023 Beaverton Housing Needs Analysis, Appendix B – Current Housing Needs, Figure 4.10

According to 2023 Beaverton Housing Needs Analysis: “Generally, households in lower income groups are most likely to be cost-burdened and spend a larger share of their income on housing. Many do not have the resources to purchase a home and are long-term renters either by necessity or choice. Most of these households must think of housing in terms of “needs” rather than “preferences”. They are often forced to

compromise on basic requirements such as affordability, number of bedrooms, location relative to work or other daily destinations, neighborhood safety, and community infrastructure.

This data implies that with income comes choice and with more choice comes higher access to opportunities that a revitalized downtown would offer. As said above, the site has optimum development potential for a mixed-income, mixed-used development that will maximize density while leveraging prior public regional transit investments and regional planning efforts, for the creation of a new community adjacent to the Beaverton Creek corridor and nearby urban amenities.

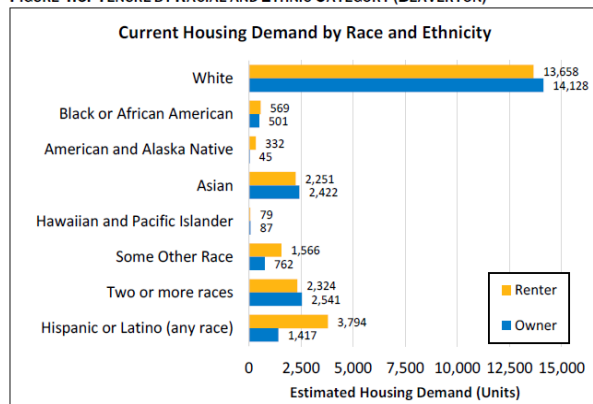
The table below shows the total population organized by racial and ethnic group for both Washington County

Racial and Ethnic Category	Washington County			Beaverton		
	Estimated Percentage	Estimate	Margin of Error	Estimated Percentage	Estimate	Margin of Error
Total Population	100.0%	596,969	*****	100.0%	97,466	±63
Not Hispanic or Latino:	82.9%	494,612	*****	83.1%	81,001	±1,429
White alone	63.7%	380,138	±856	61.6%	59,998	±1,756
Black or African American alone	2.2%	12,851	±728	2.2%	2,126	±486
American Indian and Alaska Native alone	0.3%	1,618	±305	0.3%	283	±130
Asian alone	10.7%	63,909	±1,295	12.4%	12,049	±1,078
Native Hawaiian and Other Pacific Islander alone	0.4%	2,488	±322	0.5%	534	±310
Some other race alone	0.4%	2,395	±667	0.6%	604	±302
Two or more races:	5.2%	31,213	±1,570	5.5%	5,407	±853
Two races including Some other race	0.5%	2,955	±606	0.6%	540	±344
Two races excluding Some other race, and three or more races	4.7%	28,258	±1,419	5.0%	4,867	±783
Hispanic or Latino (any race)	17.1%	102,357	*****	16.9%	16,465	±1,420

and Beaverton. Please note that the Census has limitations when reporting data and historically undercounts multiracial people and people of color. Combined with the current demand by Black, Indigenous, People of Color and Marginalized Community (BIPOCMC) members, we can see how this project would require highlighting the voices and needs to not experience significant gentrification in our community.

Figure 4.6 presents an estimate of the housing demand presented in Figure 4.2 and 4.3, broken down by the estimated demand from racial and ethnic categories.

FIGURE 4.6: TENURE BY RACIAL AND ETHNIC CATEGORY (BEAVERTON)



SOURCE: US Census, JOHNSON ECONOMICS LLC
Census Tables: P17A-H, (2010), B25003A-H, (2020 ACS 5-year)

Team capacity and experience

3. Identify the roles that lead government staff and key project partners will play to implement the project and describe their qualifications and experience. Identify the roles and necessary expertise of any consultants to be hired with grant funds.

Tyler Ryerson – Beaverton Development Division Manager – With twenty-five years of experience in successfully contributing to community planning and downtown redevelopment in the City of Beaverton. Mr. Ryerson is currently leading staff serving the Beaverton Urban Redevelopment Agency, real estate development, affordable housing, Community Development Block Grant Program, downtown parking, property management and community engagement. Mr. Ryerson is proud to be involved in the resurgence of Beaverton’s downtown by adding a spectrum of 1,200 housing units, 50 new restaurants in addition a large food cart pod, opened the 550-seat Patricia Reser Center for the Arts, 350-space District Parking Garage and two hotels, all the while adopting the Beaverton Downtown Equity Strategy. As a core member, Mr. Ryerson believes the development of the 2-acre Lombard West property located at the Beaverton Transit Center will not only serve the community in meeting city and regional goals but help guide further downtown aspirations.

Janiene Lambert – Beaverton Senior Development Project Manager – Ms. Lambert brings 25 years of experience across the private and public sectors in real estate development and public private partnerships. At the City of Beaverton and for the Beaverton Urban Redevelopment Agency, Ms. Lambert leads real estate acquisitions, development and dispositions, manages the Pre-Development Grant Program and facilitates internal citywide cross communication on Downtown Beaverton projects through the Downtown Team. Most recently, Ms. Lambert led the BURP Portfolio Redevelopment Strategy project to obtain Board approval last month, which includes high-level strategies for the Lombard West site. For the Lombard West site, Ms. Lambert will be available as a participating core team member.

Javier Mena – Beaverton Affordable Housing Manager – Over 25 years of affordable housing and development experience focused on people-centric, collaborative developments guided by racial equity. At the city of Beaverton for the past 5 years, Mr. Mena has established the Affordable Housing team, focused on rental development, preservation, homeownership, and housing policy. Mr. Mena has worked collaboratively with Metro and other Metro Affordable Housing Bond implementing jurisdictions to create close to 500 new affordable units in Beaverton over the next few years. At the Lombard West site, Javier will be a key member of the team, leading the affordable housing work.

Liz Jones – Beaverton Project Manager – As Project Manager, Ms. Jones helps implement key city initiatives as they relate to the built environment. Facilitating special projects and providing critical coordination between developer, various city departments, and external agencies, is one of Ms. Jones’ key strengths. She brings 20+ years of experience between her role in land use permitting and management of city projects specific to Beaverton. Most recently, Ms. Jones played an integral role on projects like The Mary Ann affordable housing, Elmonica affordable housing, Patricia Reser Center for the Arts, and the Downtown Beaverton Parks Framework Plan. Ms. Jones will be the project manager for the Lombard West project.

Bianetth Valdez – Beaverton Affordable Housing Program Coordinator – Ms. Valdez has a wide scope of education and practical experience in advocacy and community engagement. Ms. Valdez’s specific experience in working with young people experiencing homelessness and housing instability, trauma-informed care, housing advocacy, and community engagement, informs affordable housing projects. Her work is guided by diversity, equity, and inclusion principles, and leads the city’s public involvement in housing development, from pre-development to leasing. Ms. Valdez is a member of the Government Alliance on Race and Equity (GARE), Housing, Land and Development Network, whose goal is to accelerate the development of race-conscious housing and land use policy and the transformation of government structures and processes. She is

also member of the International Association for Public Participation (IAP2), an international organization advancing the practice of public participation.

Mary Routhieaux – Community Housing Fund Executive Director — has served as an executive officer for a 1,400 resident, mixed income development providing a continuum of affordability - including serving market rate residents and 69% of residents who are extremely low income. Routhieaux brings to this project seven years of experience building community within this setting where she provided leadership for external affairs, internal and external communications and philanthropy, which generated resources to build homes and deliver services to one standard for all, regardless of income. Routhieaux also brings training in design thinking and a career having led \$300 million in large scale, stakeholder-engaged community projects in university, healthcare, and urban school systems, as well as charitable foundations. This background will be an asset in teaming with Unite Oregon to lift the voices of vulnerable residents to ensure the homes and broader community design is informed by resident voices and needs to create a strong, stable and inclusive community.

Katie Sawicki (she/they) – Unite Oregon Campaign Manager — Sawicki has been doing community-based advocacy work since graduating college in 2002. She worked for 13 years in alternatives to incarceration advocacy in New York City before moving to Portland and joining the Urban League of Portland. While at the Urban League, they provided policy and advocacy support to the League's Advocacy and Civic Engagement Department, focusing on the State of Black Oregon 2009 and 2015 reports and the reports' advocacy agendas. Since leaving the League, she has provided facilitation and individualized support to community-based advocacy organizations, coalitions, and community groups seeking to advance racial and social justice work. Sawicki consulted with Unite Oregon for five years before joining staff in 2021. She now supports organizers and community leaders in building and leading campaigns around Unite's pillar areas.

Juan Pedro Moreno (he/him) – Unite Oregon Community Organizer – A passionate and driven first-generation Mexican-American with a deep commitment to community organizing. He recently graduated from Warner Pacific University and has spent the last four years interning at different organizations to learn about non-profit organizations, health and housing equity, transportation equity, and more. Juan is building his community organizing skills and has been instrumental in developing new leaders at Unite Oregon. He believes his bilingual skills can be a great asset to the community of Washington county and is eager to contribute to advocacy and policy change regarding issues such as health and housing, immigrant rights, the environment, and more. Juan was born and raised in Hillsboro, Oregon and now works as a community organizer for Unite Oregon

Achievable outcomes

4. What is the extent of the project team's authority to implement your proposed project, make policy, or commit investments? What governing bodies, organizations or private parties will have to act to ultimately deliver project results and anticipated community benefits? Describe how these influential entities or sponsors will be informed or involved over the course of the project to cultivate their support so that the project outcomes are achieved.

The Lombard West project has been authorized by City Council and the BURA Board and is seen as a strategic project for the neighborhood. The team has the authority to proceed with early feasibility analysis of the site, evaluate maximum density, commercial space capacity/marketability, etc. Community engagement, led by Unite Oregon and Community Housing Fund (CHF) participation, will include community benefits discussions, desired requirements and outcomes. This community engagement will focus on Black, Indigenous, Communities of Color, and marginalized communities; it will also include developers and housing advocates.

Developer review and recommendation will be done through an internal and external evaluation, with a final recommendation being made up of community members with expertise in development, affordable housing, finance, etc. The proposed recommendation will be presented to the city's Housing Technical Advisory Committee and Real Estate Committee prior to being presented to the BURA Board for final selection.

Community discussions continue with developer participation, these discussions to include design, commercial space, services and amenities to be provided, additional partnerships, etc. Predevelopment work such as engineering, architectural design, land use, permitting process will also begin with the selected developer. Staff expects project costs to exceed \$100 million and is exploring at how much can be facilitated for gap financing. Ultimately, project and funding approval will be provided by Council prior to start of construction.

Scope of work

5. Succinctly outline your approach to the project and the major project elements and deliverables you envision. Provide a bulleted list outline of the components or phases of work, the tasks and partners involved in each phase or element, the key work products and the general timeframe to complete the project.
 - Pre-solicitation engagement to inform solicitation requirements – Led by Unite Oregon with support from CHF and city staff, begin community engagement to include BIPOCMC and housing advocates. Led by staff, hold developer conversations on the feasibility of a mix-income, mix-use project at the site. Staff and/or consultant to assess feasibility of mid-rise project to maximize density, and maximize commercial utility based on market conditions and site restrictions.
Deliverable: Late 2023/early 2024 – Issue developer solicitation.
 - Solicitation Evaluation – Internal (city staff, HTAG, Real Estate Committee) and external (CHF, Unite Oregon, community members) evaluation of received proposals, with developer recommendation presented to Council for approval.
Deliverable: Spring 2024 – Selected developer to take on the project.
 - Predevelopment – Led by selected developer and Unite Oregon with CHF and city staff support, continue community engagement for further discussions on trauma informed designed, supportive services for the regulated affordable housing units.
Developer with city staff support, begin land use and permitting process, secure project funding to include state affordable housing resources.
Deliverable: Summer/Fall 2025 – Start of construction

Proposed project budget

6. Use the budget template provided to show the estimated project costs by major phase or component. The budget table should align with the project scope of work and include major tasks or elements identified in question #5. Indicate estimated costs for consultant work as well as other direct project expenses. In the space below, describe the methodology used for estimating project costs, and identify any additional funds (if any) that have been pledged by project partners or other sources.

See worksheet.

2040 Planning and Development Grant Application
Proposed project budget | All Application Types

Project Name: Lombard West

Grant Funds Requested: \$500,000

Other funds Pledged: \$2,830,000 (site value) plus staff and other project costs

PROJECT COMPONENT (Phase, element, deliverable, etc.)	CONSULTANT FEES	CBO PARTICIPATION AND/OR COMMUNITY LIAISON	OTHER DIRECT PROJECT COSTS	TOTAL
Community engagement	\$ 75,000	Unite Oregon		\$ 75,000
Site feasibility analysis (density, marketability, etc.)	\$ 50,000	Consultant		\$ 50,000
Architectural work	\$ 300,000	Development team		\$ 275,000
Environmental	\$ 100,000	TBD		\$ 100,000
TOTAL PROJECT BUDGET				\$ 500,000



August 11, 2023

Metro

Attn: Ms. Serah Breakstone
600 NE Grand Ave.
Portland, OR 97232

Ms. Breakstone,

The city of Beaverton is proud to submit a grant request through the 2040 Planning and Development Grants – Equitable Development Grant. This grant will facilitate predevelopment work on the Lombard West site, set to be developed as a mix-income, mix-use project. It was with this intention that Beaverton Urban Renewal Agency (BURA) purchased the site on February 17, 2021.

Great things are happening in downtown Beaverton. The city and private sector have come to understand the benefits this area provides for livability and commerce. Investments in the area continue, improving the neighborhood's way of life and making it attractive for people and businesses. This positive outcome unfortunately creates displacement pressures on vulnerable households and businesses, especially Black, Indigenous, People of Color and marginalized communities. The Lombard West project, while not the answer to all challenges, serves as an opportunity for those that wish to stay in the area, as well as adding much needed regulated and market rate housing.

Benefits of the project are multiple, and we look forward to a positive response from this request.

Attentively,

A handwritten signature in black ink, appearing to read "Jenny Haruyama".

Jenny Haruyama
Beaverton City Manager

A handwritten signature in black ink, appearing to read "Lacey Beaty".

Lacey Beaty
Mayor, City of Beaverton



August 9, 2023

Oregon Metro
2040 Grants Cycle 11 – Equitable Development
600 NE Grand Avenue
Portland, OR 97232

RE: Letter of Commitment
Applicant: City of Beaverton
Project: Lombard West

Dear Metro Grants Screening Committee,

Unite Oregon is thrilled to submit this letter of commitment in support of the City of Beaverton's Equitable Development application to Metro's 2040 Planning and Development Grant opportunity. We are eager to collaborate with the City, the Beaverton Urban Redevelopment Agency, the Community Housing Fund, and other decision-making partners to ensure the development of the Lombard West property is informed by the community. The Lombard West property is important to the community members Unite Oregon serves, many of whom live and work in and commute through the project area.

As the convener of the Tualatin Valley Equitable Development Coalition, Unite Oregon and its coalition partners have gathered significant community feedback on the needs and desired improvements along the Tualatin Valley Highway Corridor and surrounding areas, including SW Lombard Avenue in Beaverton. We appreciate that the City approached us with this opportunity to continue providing community input specific to the Lombard West Property. Furthermore, we are looking forward to collaborating with Beaverton to implement a community-centered program that would establish a cohort of community ambassadors who will advocate for solutions already identified through community-based reports and identify areas where additional input is needed throughout the development process. We believe this approach will both reduce community fatigue, build upon existing community wisdom, and build new leaders in the process.

Unite Oregon already has a strong relationship with the City through our partnership for the Beaverton Organizing and Leadership Development program which provides leadership and civic engagement training for emerging immigrant and refugee leaders and leaders of color. Furthermore, Unite Oregon has over 40 years experience organizing diverse community members across Oregon. We are vital partners for many local government agencies who wish to meaningfully engage our priority communities – communities that for decades have been systematically denied access to power, decision-making processes, and the resources that stem from these decisions. We thank Metro for its consideration of funding the equitable development of the Lombard West property and supporting the City of Beaverton and its partners with this initiative.

Sincerely,
Khanh Le
Executive Director
Unite Oregon

A handwritten signature in black ink, appearing to read "Khanh Le". The signature is fluid and cursive, with the first name "Khanh" being more prominent than the last name "Le".



**3700 SW Murray Blvd., #2200
Beaverton, OR 97005**

August 8, 2023

Javier Mena, Affordable Housing Manager
City of Beaverton
Community Development Department
PO Box 4755
Beaverton, OR 97076

Dear Javier,

On behalf of the Community Housing Fund, I am writing to extend our commitment to collaborating with the City of Beaverton and the broader project team to uphold and advance efforts to develop Lombard West as presented in the grant proposal.

Lombard West is an opportune site surrounded by a diverse array of critical transit, trail, parking, grocery, employment, entertainment, and other assets that are fundamental to quality of life for residents of a dense, mixed income development.

These same quality of life amenities cultivated by Beaverton's recent place making efforts in the Central Beaverton Urban Renewal District can also lead to displacement of vulnerable populations. We at CHF applaud the City's vision for Lombard West as a diversity-rich, inclusive, mixed income community that is accessible to residents of all incomes.

We welcome the opportunity to partner as a member of the project team with a focus on collaborating to maximize community engagement to align the design of the project with the needs of the community, particularly those most at risk of displacement; to facilitate developer selection in a manner that upholds the Lombard West vision; and, as appropriate to CHF's loan program guidelines, to leverage our low-cost, high impact revolving loan fund to seed equitable and affordable housing development.

We are grateful for our ongoing partnership with the City of Beaverton and wish you the greatest success in garnering grant funds to help prevent displacement of vulnerable residents through the Lombard West vision.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary Routhieaux".

Mary Routhieaux, Executive Director

METRO CONTRACT XXXXXX - EXHIBIT B

DRAFT December 22, 2023

Lombard West Redevelopment | City of Beaverton

Draft Scope of Work for Consultant Contracts

Community Engagement Component

Community engagement will be led by Unite Oregon with support from city staff. The following outlines the high-level scope of work and final deliverables to be provided for the community engagement component, which will span all phases of the project. City staff will work with Unite to develop a more detailed scope of work for engagement once the Metro IGA is approved and will update Exhibit C as necessary.

A. Pre-solicitation Engagement Phase:

- a. Community engagement to refine prior engagement done with the [Beaverton Downtown Equity Strategy](#) and [Beaverton Urban Redevelopment Area \(BURA\) Portfolio Redevelopment Strategy](#), to include Black, Indigenous, People of Color, Marginalized Communities (BIPOCMC) and housing advocates. Purpose of this phase will be to integrate previous engagement to update and get feedback from community groups such as the Housing Technical Advisor Group (HTAG), the Unite Oregon Housing Cohort. Once completed, Unite Oregon will provide a summary of recommendations/feedback received, which will inform the developer solicitation process.
- b. Staff to conduct developer conversations on the feasibility of a mixed-income, mixed-use project, with a mid-rise form to maximize density and commercial opportunities based on market conditions and site restrictions. These interviews will help staff establish market-based expectations that will be incorporated into the developer solicitation.

B. Solicitation Evaluation Phase:

- a. Internal (city staff, Real Estate Committee) to evaluate proposals.
- b. Unite Oregon to evaluate each proposal's community engagement and services being proposed.
- c. Evaluation and recommendation committee to be created via feedback from HTAG, Unite Oregon, city staff. Evaluation and recommendation committee members to include HTAG and Unite Oregon Housing Cohort members.
- d. Recommendation to be presented at BURA board for approval.

- C. Post-Developer Solicitation Phase:** Unite Oregon will integrate the developer's proposed community engagement plan with established community engagement channels and other engagement opportunities, for further discussions on trauma informed designed, supportive services for the regulated affordable housing units.

Pre-Developer Solicitation Site Due Diligence

The following outlines the high-level scopes of work and final deliverables to be provided in the pre-developer predevelopment due diligence stage. City staff will contract with separate consultants for each item and provide a more detailed scope to Metro. City and Metro staff will update Exhibit C with final scopes of work and adjust deliverables and progress payments as appropriate.

Attachment 7 - Beaverton Lombard West
METRO CONTRACT XXXXXX - EXHIBIT B

DRAFT December 22, 2023

Lombard West Redevelopment | City of Beaverton

- a) **Architectural Feasibility Report:** Conduct an architectural feasibility analysis based on the site conditions, existing regulations, and other relevant constraints to help inform the developer solicitation process in providing an understanding of how the site can accommodate future redevelopment.
- Provide high-level 2-3 potential development options, to include building massing for market-rate housing, affordable-housing, commercial ground floor uses, public open space elements, and associated on-site circulation.
 - Assist financial feasibility consultant on providing site and building data required to evaluate economic performance of development options.
- b) **Financial Feasibility Report:** Provide a pro-forma for the potential development options developed in the architectural feasibility effort to assist in evaluating financial feasibility based on current market conditions. The report will be used as an internal tool to help inform the development solicitation for the site and address potential funding gaps.
- c) **Wetland Delineation Report:** Conduct necessary services to determine the buildable area of the site. This scope maybe expanded to include additional consulting services, based on the findings of the wetland delineation.
- Conduct wetland delineation and natural resource assessment.
 - Prepare a natural resource assessment report.
 - Potential services: meet with Clean Water Services (CWS) and obtain a Service Provider Letter (SPL)
- d) **Environmental Site Assessment:** Provide environmental consulting services to help clarify the requirements as it relates to soil management to assist with preparing the site for a development solicitation. The following are types of activities and reports that could occur as part of this effort.
- Prepare a Clean Fill Determination for Department of Environmental Quality (DEQ).
 - Contaminated Management Media Management Plan (CMMP).

Developer Selection Process

- a) **Financial underwriting of proposals:** Provide confidential services to underwrite the development proformas and developer financial capacity documentation received with the solicitation to help determine the team's financial capacity and feasibility of the projects.
- Evaluate proposed development program and proformas.
 - Evaluate developer financial statements and other supporting documentation.
 - Identify financing or funding gaps and potential strategies to fill any gaps.

METRO CONTRACT XXXXXX - EXHIBIT B

DRAFT December 22, 2023

Lombard West Redevelopment | City of Beaverton

Post-Developer Solicitation Predevelopment Site Due Diligence

The following outlines the high-level scopes of work and final deliverables to be provided in the post-developer predevelopment due diligence stage. Should deliverable cost estimates far exceed original estimates outlined by Metro and City at the grant planning stage, a combination of the following reports will be provided to maximize the site due diligence.

- a) **Schematic Design Set:** Architectural services to respond to the development program and preferred concept. This work would include items like preliminary site design, building plans, building sections and elevations drawings, preliminary selection of building systems and materials, etc.
- b) **Preliminary Storm Report:** Provide engineering services to create a report that outlines how the development proposal will provide storm water management for water quantity control for conveyance capacity, hydromodification, and water quality. The specific scope will be refined in coordination with city staff depending on the unique proposed project elements.
- c) **Geotechnical Report:** Provide geotechnical engineering services to explore subsurface conditions at the site and provide recommendations for design and construction of the specific site and building design proposed by the selected proposer. Specific scope to be determined in coordination with the developer because this is program specific work. Types of activities are likely to include reviewing existing published geologic data, field investigations, drilling of borings in the proposed building footprints, soil samples, laboratory testing, and providing recommendations for site preparation, grading, drainage, foundation support, floor slab subgrade preparations, and design criteria for retaining walls. The work will be summarized and documented in a geotechnical engineering report.
- d) **Traffic Analysis Report:** Conduct a traffic analysis for the project with a scope based on Beaverton's traffic impact analysis requirements and coordination with staff. The work will generally include conducting traffic counts, data review, meetings, and providing necessary documentation and graphics in a report format.

METRO CONTRACT XXXXXX - EXHIBIT C**DRAFT** January 5, 2024**Lombard West Redevelopment | City of Beaverton
Project Milestones, Deliverables, and Disbursement of Grant Funds**

PROJECT MILESTONE AND SPECIFIED GRANT DELIVERABLES		DATE DUE	PROGRESS PAYMENT
1	Execution of grant agreement a) Complete project documents b) Signed and executed IGA	2/15/2024	\$0
2	Project Consultants and Contracts Scoping a) Draft community engagement contract, scope, schedule, and budget for Metro to review. b) Select site feasibility analysis consultants and submit draft contracts, scopes, schedules and budgets for Metro to review. c) Finalize community engagement scope, schedule, and budget. Finalize all site feasibility analysis scopes, schedules, and budgets. d) Update Exhibit C with updated community engagement milestones, pre-developer solicitation milestones and progress payments.	4/1/2024	\$0
3	Pre-Developer Solicitation Site Due Diligence a) Final architectural feasibility report b) Final financial feasibility report c) Final wetland delineation report d) Environmental site assessment e) Community engagement: pre-developer solicitation phase summary	6/1/2024	\$125,000
4	Developer Selection Process a) Final developer solicitation b) Developer evaluation team roster c) Financial underwriting of proposals and summary. d) Evaluation summary and preferred developer e) Community engagement - solicitation evaluation phase summary f) Update Exhibit C with any post-developer solicitation deliverables with preferred developer's input	9/1/2024	\$50,000
4	Post-Developer Solicitation Predevelopment Site Due Diligence Some or all of the following reports: a) Schematic design set (30% design drawings) b) Final preliminary storm report c) Final geotechnical report d) Final traffic analysis report	4/1/2025	\$315,000

Attachment 7 - Beaverton Lombard West
METRO CONTRACT XXXXXX - EXHIBIT C
Lombard West Redevelopment | City of Beaverton

Continued

	e) Community engagement: post-developer selection summary		
5	BURA Action for Project Closeout a) Public meeting or hearing of the Beaverton Urban Redevelopment Agency Board (BURA) to consider accepting and endorsing a development agreement	6/1/2025	\$0
6	Grant Completion Documentation a) Final financial report submitted and backup documentation retained on file as appropriate b) Final reporting on grant performance measures submitted and approved by Metro	7/1/2025	\$10,000

APPROVED GRANT PROJECT EXPENSE DISTRIBUTION

Changes to the approved expense distribution shown at right must be approved by Metro through an amendment of this Exhibit C.	Consultant Fees	\$500,000
	Direct Expenses	\$ 0
	Contingency reserves	\$ 0
	TOTAL METRO GRANT FUNDS	\$500,000
	TOTAL BEAVERTON FUNDS	\$

**2040 PLANNING AND DEVELOPMENT GRANT
INTERGOVERNMENTAL AGREEMENT
Metro – City of Oregon City
Beavercreek Road Industrial Land Readiness Strategic Plan**

This 2040 Planning and Development Grant Intergovernmental Agreement (this “Agreement”) is entered into by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland OR, 97232 (“Metro”), and Oregon City, a municipality of the State of Oregon, located at 625 Center Street, Oregon City, OR, 97045 (the “City”). Metro and the City may be jointly referred to herein as the “Parties” or each, individually as a “Party”.

RECITALS

WHEREAS, Metro has established a Construction Excise Tax (“CET”), Metro Code Chapter 7.04, which imposes an excise tax throughout the Metro regional jurisdiction to fund regional and local planning that is required to make land ready for development after inclusion in the Urban Growth Boundary; and

WHEREAS, the CET is collected by local jurisdictions when issuing building permits, and is remitted to Metro pursuant to Intergovernmental Agreements to Collect and Remit Tax entered into separately between Metro and the local collecting jurisdictions; and

WHEREAS, the City has submitted a 2040 Planning and Development Grant Request application attached hereto as **Exhibit A** and incorporated herein (the “Grant Request”) for the Beavercreek Road Industrial Land Readiness Strategic Plan (the “Project”); and

WHEREAS, Metro has agreed to provide 2040 Planning and Development Grant Funds to the City for the Project in the amount of \$44,000 subject to the terms and conditions set forth herein (the “Grant Funds”), and the Parties wish to set forth the timing, procedures, and conditions for receiving the Grant Funds from existing CET funds for the Project.

AGREEMENT

NOW THEREFORE, the Parties hereto agree as follows:

1. **Metro Grant Award.** Metro shall provide the Grant Funds to the City for the Project as approved by the Metro Council in Resolution 23-5371 and as described in the Grant Request, subject to the terms and conditions specified in this Agreement.
2. **Project Management and Coordination.** The Parties have appointed the staff identified below to act as their respective project managers (each a “Project Manager” and collectively “Project Managers”) with the authority and responsibility described in this Agreement:

For the City: Ann Griffin, Economic Development Coordinator
Oregon City
agriffin@orc.org
503-974-5517

For Metro: Anais Mathez, Project Manager
3J Consulting
anais.mathez@3j-consulting.com
845.270.3134

Metro and the City may each designate an additional or replacement Project Manager by providing written notice to the other party.

3. Mutual Obligations of both the City and Metro. The Parties and their respective Project Managers will collaborate to oversee the successful implementation of the Project as follows:

- (a) Selection of Consultants. For consultants selected after execution of this contract, the Project Managers will work together to identify consultants best qualified to perform the Scope of Work, attached hereto as **Exhibit B**. The Project Managers and any additional reviewers selected by the Parties will jointly review proposals from consultants and select a mutually agreeable consultant team to perform the work required to successfully complete the Project.
- (b) Schedule of Milestones. The Parties have agreed to a preliminary schedule of milestones for completion of the Project, which is attached hereto as **Exhibit C** ("Schedule of Milestones"). After the Project Managers have selected a consultant team as described in subsection 3(a), the Parties each expressly delegate authority to their respective Project Managers to prepare a revised schedule of Milestones that will provide more detailed performance timelines for the Project, including specific consultant and/or City deliverables for each Milestone, and establishing the amount of Grant Funds to be disbursed by Metro upon satisfactory completion of each Milestone. The Parties agree that once the Milestones are supplemented and revised by the Project Managers in accordance with this subsection, **Exhibit C** shall be automatically amended and the revised Milestones will become final and binding on the Parties unless and until later amended as allowed under paragraph 10 of this Agreement.
- (c) Project Committee(s). The Project Managers will jointly determine the role of the Project steering/technical/advisory committee(s), if any, and the composition of such committees or other bodies. Metro's Project Manager will participate as a member of any such committee.

4. City Responsibilities. The City shall perform the work on the Project described in the Grant Request, and as specified in the Milestones, subject to the terms and conditions specified in this Agreement.

- (a) Use of Grant Funds. The City shall use the Grant Funds it receives under this Agreement only for the purposes specified in the Grant Request and to achieve the Milestones as set forth in this Agreement. In the event that unforeseen conditions require adjustments to the Project scope, approach, or schedule, the City shall obtain Metro's prior written approval before implementing any revisions to the Project.
- (b) Consultant Contract(s). After the Project Managers have selected the consultant team and completed a revision of the Milestones as described above in section 3, the City shall enter into a contract(s) with the selected consultant team to complete the work as described in the Milestones as revised. The contract(s) entered into by the City shall reference this agreement and reflect the Scope of Work and the Milestones, as revised.
- (c) Submittal of Grant Deliverables. Within 30 days after completing each of the Milestones, the City shall submit to Metro all required deliverables for such Milestone, accompanied by an invoice

describing in detail its expenditures as needed to satisfy fiscal requirements. Deliverables must be submitted to Metro as outlined in the Milestones, as revised; the City shall not submit additional deliverables and invoices to Metro for later Milestones until Metro has reviewed and approved all prior deliverables under paragraph 5 of this Agreement.

5. Metro Responsibilities. Metro's funding commitment set forth in this Agreement shall be fulfilled solely through CET funds; no other funds or revenues of Metro shall be used to satisfy or pay any CET grant commitments. Metro shall facilitate successful implementation of the Project and administration of Grant Funds as follows:

- (a) Advisory Role. The Metro Project Manager shall take an active role as part of the Project Advisory Team and at the request of the City Project Manager will review and comment on draft project documents to communicate any concerns prior to the formal submission of the deliverables for each Milestone.
- (b) Review and Approval of Grant Deliverables. Within 15 days after receiving the City submittal of deliverables as set forth in the Milestones (as revised), Metro's Project Manager shall review the deliverables and either approve the submittal, or reply with comments and/or requests for further documentation or revisions that may be necessary. The Metro Project Manager shall determine whether the deliverables submitted are satisfactory in meeting the Scope of Work and the applicable Milestones.
- (c) Payment Procedures. Subject to the terms and conditions in this Agreement, Metro shall reimburse the City for its eligible expenditures for the applicable deliverable as set forth in Revised Exhibit C within 30 days following the Metro Project Manager's approval of deliverables, invoices and supporting documents.

6. Project Records. The City shall maintain all records and documentation relating to the expenditure of Grant Funds disbursed by Metro under this Agreement, as well as records and documentation relating to the financial match being provided by the City for the Project. Records and documents described in this section shall be retained by the City for three years from the date of completion of the Project, expiration of the Agreement or as otherwise required under applicable law, whichever is later. The City shall provide Metro with such information and documentation as Metro requires for implementation of the grant process. The City shall establish and maintain books, records, documents, and other evidence in accordance with generally accepted accounting principles, in sufficient detail to permit Metro or its auditor to verify how the Grant Funds were expended, including records demonstrating how City matching funds were expended.

7. Audits, Inspections and Retention of Records. Metro, together with its auditors and representatives, shall have reasonable access to and the right to examine all City records with respect to all matters covered by this Agreement during normal business hours upon three business days' prior written notice to the City. The representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, time sheets, accounting records, and other materials pertaining to costs incurred in connection with the Project shall be retained by the City and all of their contractors for three years from the date of completion of the Project, or expiration of the Agreement, whichever is later, to facilitate any audits or inspection.

8. Term. Unless otherwise terminated under paragraph 9, this Agreement shall be effective on the last date it is executed by the parties below, and shall be in effect until all Milestones and deliverables have been completed, all required documentation has been delivered, and all payments have been made as set forth in the Milestones, as revised.

9. Termination. Metro may terminate this Agreement and cancel any remaining Grant Fund payments upon a finding by the Metro Chief Operating Officer that the City has abandoned its work on the Project or is otherwise not satisfying its obligations under this Agreement regarding the requirements of the grant.
10. Amendment. This Agreement may be amended only by mutual written agreement of the Parties.
11. Other Agreements. This Agreement does not affect or alter any other agreements between Metro and the City.
12. Waiver. The Parties hereby waive and release one another for and from any and all claims, liabilities, or damages of any kind relating to this Agreement or the Grant Funds.
13. Authority. City and Metro each warrant and represent that each has the full power and authority to enter into and perform this Agreement in accordance with its terms; that all requisite action has been taken by the City and Metro to authorize the execution of this Agreement; and that the persons signing this Agreement have full power and authority to sign for the City and Metro, respectively.
14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute a single document. Electronic signatures, as well as copies of signatures sent by facsimile or electronic transmission, shall be deemed original signatures for all purposes and shall be binding on the Parties.

[Signature Page Follows]

METRO

THE CITY OF OREGON CITY

By: _____
Marissa Madrigal
Chief Operating Officer

By: _____
[City Representative]
XXXX

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

By: _____
Carrie MacLaren
Metro Attorney

By: _____
XXXX
City Attorney

Date: _____

Date: _____

Attachments:

- Exhibit A – Grant Request
- Exhibit B – Consultant Scope of Work
- Exhibit C – Schedule of Milestones

Metro 2040 Proposal – Oregon City 2040 Beaver Creek Road Industrial Land Readiness Strategic Plan

Brief project description (1-2 sentences): This project will develop specific strategies to identify and remove barriers to commercial and industrial development in the Thimble Creek Concept Plan area. Specifically, we will examine potential zoning and infrastructure opportunities that increase the likelihood of recruiting regionally significant industry sectors. This project will identify strategies to remove or improve limitations, and we will investigate and determine if there are opportunities to purchase parcels and assemble land.

Project purpose and regional impact

1. Describe the proposed project and the specific goals for the work. Who are the project partners, if any, and why is this work a priority? Explain how the project will advance industrial site readiness and whether it will address site-specific, industry-specific, or obstacle-specific barriers. Identify any designated Employment Areas (per Metro's 2040 Growth Concept map) that will be impacted by this project. Describe how impacted communities will be engaged in the project and how their needs and priorities will be incorporated into resulting plans and strategies.

The Community Development and Economic Development Departments of the City of Oregon City are working together to better understand the barriers to commercial and industrial development in and adjacent to the Thimble Creek area of Oregon City.

The Thimble Creek Concept Plan was re-adopted and updated from the Beaver Creek Concept Plan in July 2020. The visioning work began in 2006 and the Thimble Creek (formerly called Beaver Creek) Concept Plan was adopted in 2008 and readopted in 2016. Since then, several properties have been annexed to the City. The Thimble Creek Concept Plan envisioned a complete community with a diverse mix of uses woven together by open space, trails, and sustainable development practices. The area has zoning for employment campus mixed use districts. Presently there are recently developed sites for multifamily residential and some employment uses. There is strong interest to develop more of the residentially zoned land. However, there has been little interest in developing the employment campus land or previously zoned industrial land on the west side of Beaver Creek Road, including Clackamas Community College, which could present partnership opportunities for regionally significant industries.

The purpose of this project is to identify why employment land along Beaver Creek Road has not developed, what are the barriers to development, and what are the opportunities to increase the potential for development of regionally significant industry clusters.

This project will advance industrial site readiness by identifying development obstacles and strategies to reduce those obstacles. It will identify what types of industries are suitable for this location and it will develop strategies to attract industries that are important to the economy of Oregon City and the greater Portland Metro region.

With more analysis and updated engagement, the project team will develop specific strategies to support commercial and industrial development and attract private investment, with the goal of bringing family wage jobs. The proposed project will identify specific barriers to development, suggest specific actions that remove those barriers, and is a critical step in the creation of additional locations for industry in Oregon City.

Along with the lands zoned for industrial and commercial development in the Thimble Creek Concept Plan area, Metro has identified the land just west of Beavercreek Road as an employment area in its 2040 Regional Growth assessment. Also, part of the area east of Beavercreek Road is included in the Metro 2040 projection as prime for industrial development. The uploaded map illustrates these areas within Thimble Creek.

Impacted communities include existing residential neighborhoods to the north and west of the project site. Additionally, newly developed multi-family properties in the Thimble Concept Plan area will be impacted. Other communities include the property owners of the land zoned for employment uses and neighboring campus institutions such as Oregon City High School and Clackamas Community College. In addition to the communities physically located in the area, the project team will want to get input from commercial real estate brokers, commercial developers, and regional economic development experts with specific knowledge about industrial site readiness.

While the purpose of this project is not visioning, it is important to hear from those who live and work in the area about concerns and suggestions for what type of development will enhance their neighborhood. This will be balanced with input from industrial development experts and importantly balanced with property owner's desires for future uses of their land. Oregon City staff will work with a consultant to draft and implement a public engagement plan that incorporates the above identified communities.

Community demographics

2. Provide demographic information including race, ethnicity, age, and income of the neighborhood or community that will be affected by the project. Indicate the data source and describe how the project geography relates to the data provided. If appropriate, include not only residential data but also relevant information (even if anecdotal) regarding local businesses, employers, or commercial districts.

Oregon City is a community in Clackamas County with approximately 38,000 residents. The Thimble Creek Concept Plan area in southeastern Oregon City is undergoing a slow transition from low-density residential and agricultural uses to a more commercial location. Oregon City is undertaking this assessment with the goal of supporting efforts to bring well-paid employment opportunities to Oregon City by developing specific strategies to address barriers to development in Thimble Creek.

In terms of race, Oregon City is 82% white, 10% identify as having two or more races and 9.6% are of Hispanic Origin of any race. Finally, 0.9% of our residents are Black, 0.8% are American Indian and 2% are Asian alone (ESRI projection based on 2020 Census). The median age of our population is 40.3 years old. The median household income for Oregon City is \$93,000, and 67% of homes are owner occupied. As there are only 78 families in the Thimble Creek study area, it is more informative to evaluate demographics taken as the City as a whole.

Oregon City is home to approximately 1600 businesses. Our target sector industries include health care, light manufacturing and assembly, and distribution and logistics. Oregon City is the seat of Clackamas County, and as a result, is home to large number of government sector jobs. Oregon City's commercial districts include downtown Oregon City and the Red Soils Business Park.

Oregon City faces significant land constraints that inhibit the community's ability to support business expansion and attract additional jobs. The successful completion of this project is a necessary step if Oregon City is to contribute to Metro's 2040 employment related goals.

Team capacity and experience

3. Identify the roles that lead government staff and key project partners, if any, will play to implement the project and describe their qualifications and experience. Identify the roles and necessary expertise of any consultants to be hired with grant funds.

The proposed project will be managed by Christina Robertson-Gardiner in Community Development with support from Ann Griffin in Economic Development. Together, they will manage the RFP process, provide direction for the consultant team and design and supervise the community engagement work. Christina Robertson-Gardiner was the lead planner on the 2019/2020 Thimble Creek zoning code adoption process. Christina brings a depth of understanding of the land use planning and development process and has existing relationships with area property owners that may be valuable for the process.

Pete Walter, Planning Manager, will support the project and has extensive experience working with Oregon City landowners in the project area since 2006. He was the project manager for the re-adoption of the former Beavercreek Road (now Thimble Creek) Concept Plan in 2015 and has reviewed numerous developments on either side of Beavercreek Road.

Aquilla Hurd-Ravich is the Director of the Oregon City Community Development Department. She has played leadership roles in other Oregon communities, including the City of Tualatin. James Graham is the Economic Development Manager for Oregon City. Over his 30 plus years in economic development, he has created local partnerships across the United States. Both leaders are committed to this project and will provide overall management and direction. They will inform Oregon City elected officials of the importance of the project and help to secure their support.

We expect a consultant team to have expertise in real estate valuation, land use and zoning, and commercial development.

Achievable outcomes

4. What is the extent of the project team's authority to implement your proposed project, make policy, or commit investments? What governing bodies, organizations, or private parties will have to act to ultimately deliver project results? Describe how these influential entities or sponsors will be informed or involved over the course of the project to cultivate their support so that the project outcomes are achieved.

Aquilla Hurd-Ravich and James Graham regularly meet with City Manager Tony Konkol. These three leaders will maintain communication with Oregon City's City Commission and collectively have the authority to guide this process and make policy and project recommendations to Oregon City's elected officials.

As more fully described in the Scope of Work, this project will necessarily engage private sector partners, including property owners in the Thimble Creek area, commercial real estate developers and private investors, either in the form of private equity firms and/or independent businesses willing to partner with other stakeholders to establish a needed location in Oregon City.

Scope of work

5. Succinctly outline your approach to the project and the major project elements and deliverables you envision. Provide a bulleted list outline of the components or phases of work, the tasks and partners involved in each phase or element, the key work products, and the general timeframe to complete the project.

The Oregon City team, both staff and contracted professionals, will examine existing barriers to development in the Thimble Creek Concept Plan area with the goal of identifying solutions to address those barriers. Several important known obstacles include:

1. The relatively small size of the land parcels in the area, fragmented ownership patterns, and lack of coordination among landowners.
2. The challenges associated with relying exclusively on market-driven development to install a critical secondary roadway and other major public infrastructure parallel to Beavercreek Road.
3. The existence of Bonneville Power Administration powerlines is also significant as the large easements associated with the powerlines prohibit the construction of buildings, although roads, trails, landscaping and public utilities may be allowed. However, this project scope will not directly address this challenge.

The following scope of work is a high-level overview that will be further refined and defined with selected consultants :

- Phase I:
 - Release an RFP to solicit a professional consulting firm specializing in real estate and economic development with familiarity of the Clackamas land market. This team will primarily focus on data analysis, identifying barriers, constraints, opportunities, and strategic planning, and the consultant team will assist the city staff with stakeholder engagement. Possible outcomes of the strategic planning could include 3-4 development scenarios based upon the assumed purchase and assembly of property in the Thimble Creek Concept Plan Area. Potential strategic outcomes could include city staff partnering with the consultant team to approach property owners to ascertain interest in selling their land.
- Phase II:
 - Develop a stakeholder engagement plan and identify how feedback will influence the ultimate strategic plan.
 - Convene follow-up meetings with the owners of property in the Thimble Creek area to understand their vision for the use of the property. That could include the potential sale to a private party or to the City.
 - Gather data to establish existing conditions, determine buildable lands, identify zoning and infrastructure planning
 - Complete an analysis of regionally and locally significant industries that would benefit Oregon City.

Interview City staff and review recent pre-application conference notes for projects in the area that were not developed. Discuss identified barriers.

- Phase III:
 - Identify strategies to attract industrial and commercial development that incorporates information gathered from stakeholders as well the expert knowledge held by the consultant team related to economic and real estate development.
 - In conjunction with City staff, determine site design alternatives to support the development of a secondary road in Thimble Creek. Determine strategies for the partial development of the road that would be funded by the City of Oregon City, rather than the property owners.
- Phase IV:
 - City Commission adoption of the Beavercreek Road Industrial Land Readiness Strategic Plan.
 - Implement amendments to the City zoning code and infrastructure plans as identified in the strategic plan.
 - Implement strategies aimed at attracting commercial and industrial development identified in the strategic plan.

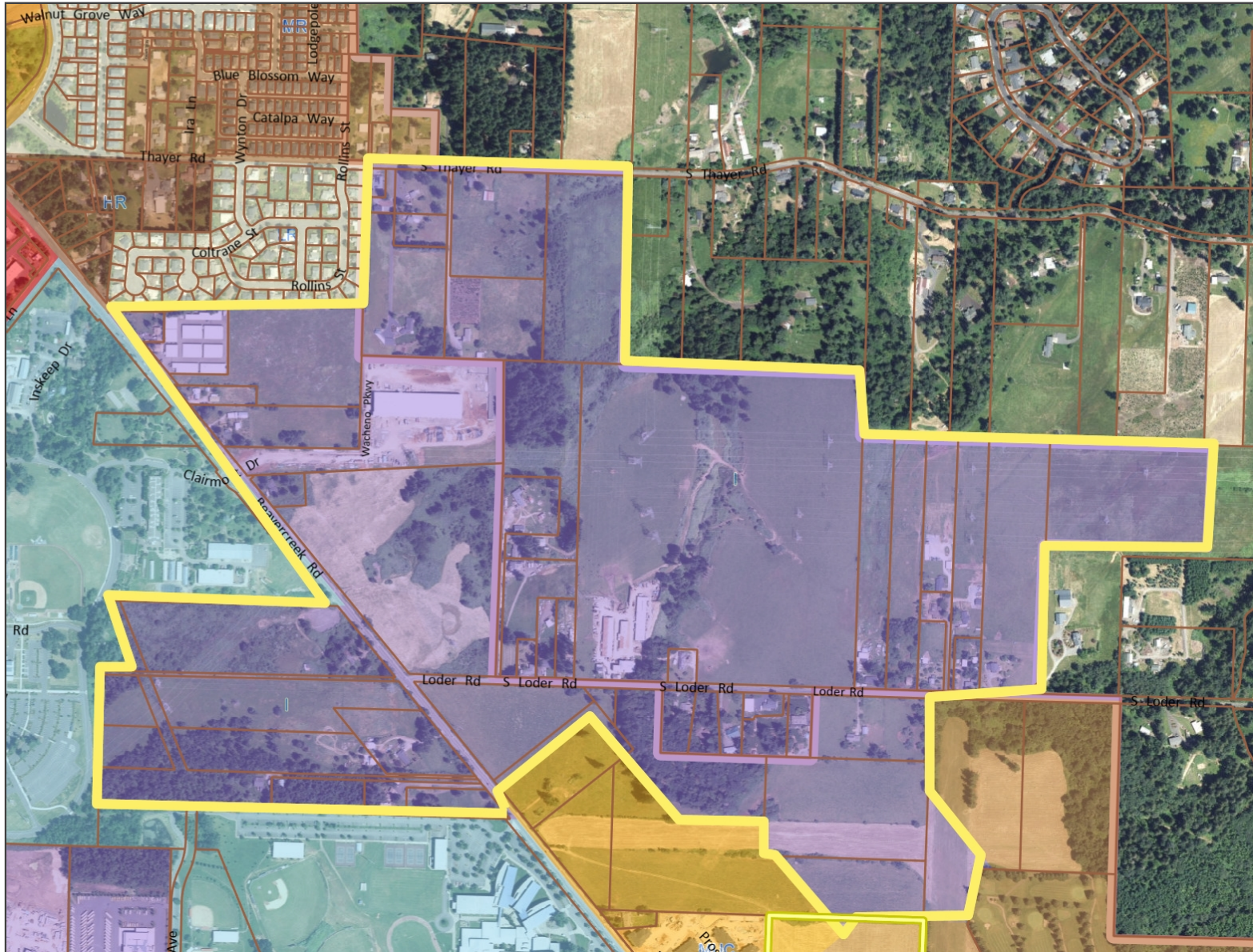
Proposed project budget

6. Use the budget template provided to show the estimated project costs by major phase or component. The budget table should align with the project scope of work and include major tasks or elements identified in question #5. Indicate estimated costs for consultant work as well as other direct project expenses. In the space below, describe the methodology used for estimating project costs, and identify any additional funds (if any) that have been pledged by project partners or other sources.

The Oregon City team requests \$44,000 in grant support and an overall project budget of \$82,950. Grant support will primarily be used to secure consultant groups, with three different teams supporting the project. The three teams include 1) professionals with expertise in commercial development, real estate evaluation and land use planning 2) financial modeling services and 3) a stakeholder meeting moderator.

In addition to the grant request, Oregon City staff estimate that the value of our collective time and materials over the 12-month project period would be approximately \$8,000 for Phase I, \$12,000 for Phases II-III and \$16,750 for Phase IV. Please see the table on the budget page for details.

Attachment 8 - Oregon City Oregon City GIS Map



Legend

- Street Names
- Taxlots
- Unimproved ROW
- City Limits
- UGB
- Basemap

Notes



0 800 1,600 Feet

1: 9,600



The City of Oregon City makes no representations, express or implied, as to the accuracy, completeness and timeliness of the information displayed. This map is not suitable for legal, engineering, surveying or navigation purposes. Notification of any errors is appreciated.

Map created 6/23/2023

Metro 2040 Industrial Land Readiness Study Area

City of Oregon City
PO Box 3040
625 Center St
Oregon City
OR 97045
(503) 657-0891
www.oregoncity.org



Attachment 8 - Oregon City

2040 Planning and Development Grant Application
Proposed project budget | All Application Types

Project Name: Oregon City 2040 Beavercreek Road Industrial Land Readiness Strategic Plan

Grant Funds Requested: \$ 44,000

Other funds Pledged: \$

38,950

PROJECT COMPONENT (Phase, element, deliverable, etc.)	CONSULTANT FEES	CBO PARTICIPATION AND/OR COMMUNITY LIAISON	OTHER DIRECT PROJECT COSTS	TOTAL
Phase I- Develop and Issue RFP, secure consultant, all staff time			\$ 8,000	\$ 8,000
Phases II-III Primarily consultant work:				
Consultant Team - Redevelopment and Land Use Planning/Annexation Expertise	\$ 35,000			\$ 35,000
Stakeholder engagement plan, data analysis, develop strategic plan				
Financial Modeling - Real estate evaluation	\$ 5,000			\$ 5,000
Community Engagement Processes				\$ -
A. Area Mailing			\$ 1,200	\$ 1,200
B. Print existing area drawings, renderings and posters for public meetings			\$ 400	\$ 400
C. Host 2-3 small group stakeholder meetings - refreshments and supplies			\$ 600	\$ 600
D. Moderator for Stakeholder Meetings	\$ 4,000			\$ 4,000
Staff time for support of stakeholder engagement and data gathering			\$ 12,000	\$ 12,000
				\$ -
Phase IV- Strategic Plan adoption and Implementation			\$ 16,750	\$ 16,750
Primarily staff time some potential for additional consultant work				\$ -
Presentations to Planning Commission, Citizen Involvement Committee, City Commission				\$ -
<i>subtotals</i>	\$ 44,000		\$ 38,950	
TOTAL PROJECT BUDGET				\$ 82,950

RESOLUTION NO. 23-20

A RESOLUTION SUPPORTING THE CITY'S APPLICATION FOR A METRO 2040 GRANT TO STUDY THE BEAVERCREEK ROAD INDUSTRIAL AREA

WHEREAS, The regional government Metro offers Planning and Development grants on a regular cycle to support a range of planning projects and activities; and

WHEREAS, The grants are funded from a regional construction excise tax on building permits issued within the Metro service area.; and

WHEREAS, This cycle the funds will be directed toward four categories: Concept Planning, Equitable Development, Community Engagement, and Industrial Land Readiness.; and

WHEREAS, The Community Development Department and Economic Development Department would like to partner on a grant application for the Industrial Land Readiness category.; and

WHEREAS, Economic and Community Development staff would like to study the Beaver Creek Road Industrial Area to identify barriers to industrial development; and

WHEREAS, If awarded the grant a study will yield strategies and actions to facilitate development of industrial land in the Thimble Creek Concept Plan and on land just east of Beavercreek Road; and

WHEREAS, As part of the grant application, Metro is seeking confirmation of the City Commission's support of this grant application, the use of staff time toward this effort, and implementation of actions to develop industrial land.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS

Section 1. This resolution shall take effect immediately upon its adoption by the City Commission.

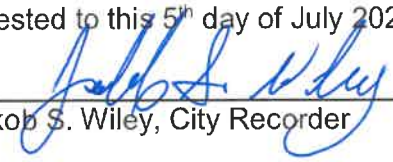
Section 2. The City Commission of Oregon City supports City staff submitting an application for a grant to study the Beavercreek Road Industrial Area.

Section 3. The City Commission supports the use of staff time toward this project and will support implementing strategies and actions to facilitate development of industrial land.

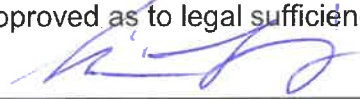
Approved and adopted at a regular meeting of the City Commission held on the 5th day of July 2023.


DENYSE C. MCGRIFF
Mayor

Attested to this 5th day of July 2023:


Jakob S. Wiley, City Recorder

Approved as to legal sufficiency:


City Attorney

METRO CONTRACT XXXXXX - EXHIBIT B

DRAFT January 9, 2024

Oregon City 2040 Beaver Creek Road Industrial Land Readiness Strategic Plan | City of Oregon City

Scope of Work

Task 1. Project management

- Schedule a kick-off meeting to review scope, roles and responsibilities, and project schedules.
- Participate in regular PMT meetings and prepare monthly invoices.

Deliverables: PMT meetings, Revised scope and schedule; Monthly Invoices; Kick-off meeting

Timeline: Ongoing

Task 2. Stakeholder Engagement

- Develop a stakeholder engagement plan and identify how feedback will influence the ultimate strategic plan.
- Convene follow-up meetings and focus groups with the owners of property in the Thimble Creek area to understand their vision for the use of the property. That could include the potential sale to a private party or to the City.
- Interview City staff and review recent pre-application conference notes for projects in the area that were not developed. Discuss identified barriers.

Deliverables: Draft and Final Stakeholder Engagement Plan; Up to 4-6 property owner interviews, 2 roundtable interviews with City staff, Draft and Final Outreach Summary of development barriers and presentation

Timeline: March-May

Task 3. Existing Conditions and Analysis

- Gather data to establish existing conditions, determine buildable lands, identify zoning and infrastructure planning
- Review Oregon City Development Code/process –identify any potential barriers or outliers that deviate from the regional norm.
- Complete an analysis of regionally and locally significant industries that would benefit Oregon City.
- Complete real estate appraisals of selected property/ies in the study area.

Deliverables: Baseline data; Draft and Final Summary of significant industries

Timeline: March-June

Task 4. Strategic Implementation Plan and Site Design Alternatives

- Identify strategies to attract industrial and commercial development that incorporates information gathered from stakeholders as well as the expert knowledge held by the consultant team related to economic and real estate development.

In conjunction with City staff, determine which development obstacle is greatest (i.e., Loder Road alignment or development of a secondary road). Develop site design alternatives and funding strategies that match this determination.

Deliverables: Draft and final strategic plan including implementation strategies, funding and financing options; up to three site design alternatives for development

Timeline: June-August

METRO CONTRACT XXXXXX - EXHIBIT C**DRAFT January 9, 2024****Oregon City 2040 Beaver Creek Road Industrial Land Readiness Strategic Plan | City of Oregon City****Project Milestones, Deliverables, and Disbursement of Grant Funds**

PROJECT MILESTONE AND SPECIFIED GRANT DELIVERABLES		DATE DUE	PROGRESS PAYMENT
1	Execution of grant agreement a) Complete project documents b) Signed and executed IGA	February 29, 2024	\$0
2	Consultant Contracting a) Request for Proposals (RFP) b) Submit draft consultant scope(s) of work, schedule, and budget for review c) Establish revised milestones and deliverables to amend grant agreement Exhibit C to coincide with consultant contract(s) d) Finalize and execute consultant scope(s) and contract(s)	March 29, 2024	\$0
3	Stakeholder Engagement a) Final Stakeholder Engagement Plan b) Up to 4-6 property owner interviews and focus groups c) Up to 2 City staff roundtable interviews d) Outreach summary of development barriers and presentation	May 31, 2024	\$12,000
4	Existing Conditions and Analysis a) Baseline data b) Oregon City development code/process review c) Summary analysis of significant industries d) Potential property appraisal(s)	June 28, 2024	\$13,000
5	Strategic Implementation Plan and Site Design Alternatives a) Final strategic plan including implementation strategies, funding and financing options b) Up to three site design alternatives for development	August 30, 2024	\$14,000

METRO CONTRACT XXXXXX - EXHIBIT C**Oregon City 2040 Thimble Creek Industrial Land Readiness Strategic Plan | City of Oregon City**

Continued

6	Adoption and Implementation a) Presentations to City Commission, Planning Commission and Citizen Involvement Committee b) City Commission adoption by resolution of the Thimble Creek Industrial Land Readiness Strategic Plan	November 29, 2024	\$0
7	Grant Completion Documentation a) Final financial report submitted and backup documentation retained on file as appropriate b) Final reporting on grant performance measures submitted and approved by Metro	December 31, 2024	\$5,000

APPROVED GRANT PROJECT EXPENSE DISTRIBUTION

Changes to the approved expense distribution shown at right must be approved by Metro through an amendment of this Exhibit C.	Consultant Fees	\$ 44,000
	Direct Expenses	\$ 38,950
	Contingency reserves	\$ 0
	TOTAL METRO GRANT FUNDS	\$ 44,000
	TOTAL OREGON CITY FUNDS	\$ 38,950

**Waste Prevention and Environmental Services (WPES) System
Financing and Solid Waste Fees Discussion**
Other Business

Metro Council Meeting
Thursday, January 25, 2024

WASTE PREVENTION AND ENVIRONMENTAL SERVICES: SOLID WASTE SYSTEM FINANCING

Date: November 13, 2023

Department: Waste Prevention and Environmental Services and Finance and Regulatory Affairs

Meeting Date: January 25, 2024

Prepared by: Marta McGuire,

marta.mcguire@oregonmetro.gov

Brian Kennedy, brian.kennedy@oregonmetro.gov

Presenters: Brian Kennedy, Chief Financial Officer and Marta McGuire, Waste Prevention and Environmental Services Director

Length: 40 minutes

ISSUE STATEMENT

During the creation of the FY23-24 budget, Metro Council directed the Waste Prevention and Environmental Services department to provide ongoing education about fees and regional waste priorities to inform future Council direction on the annual WPES budget and regional waste fees. Today's work session is part of a series of engagements to provide additional technical information to inform next year's budget and fees.

ACTION REQUESTED

No Council action is requested at this time. These informational sessions will support Council actions in adopting the budget, adopting a Systems Facilities Plan, and other policy actions.

STRATEGIC CONTEXT AND FRAMING COUNCIL DISCUSSION

Waste Prevention and Environmental Services Broader Context

The Waste Prevention and Environmental Services department is responsible for ensuring that all solid waste generated in the region is managed in a manner that protects public health and safeguards the environment. As a part of this responsibility, the department administers the Regional Waste Plan that helps fulfill state planning requirements. The plan is the region's blueprint for improving our garbage and recycling system, reducing the impacts of waste, and advancing Metro's racial equity goals. The plan is implemented collaboratively with local governments and partners in local communities.

Under Oregon state law (ORS 459.055), any jurisdiction sending more than 75,000 tons of solid waste per year to a permitted disposal site is required to prepare a waste reduction program for review and approval by the Oregon Department of Environmental Quality. The statutorily required waste reduction program for the Metro region consists of the 2030 Regional Waste Plan actions and the requirements for local governments outlined in Metro Code Chapter 51 and the corresponding administrative rules. The goals and actions in the regional waste reduction program are aimed at reducing the total amount of waste generated by businesses and residents of the Metro region.

Annual Budget and Fee Setting

Metro assesses fees on solid waste to generate revenue to fund essential programs and services such as transfer station operations, waste reduction programs, cleanup of dumped garbage on public lands and general agency functions. The Solid Waste Fees set annually by Metro Council are divided into two categories – fees that are paid at Metro transfer stations and fees paid on the disposal of all solid waste in the region.

To provide more transparency and engagement in annual fee and budget development, Metro has hosted a series of budget forums over the last two years. In last year's budget cycle, key feedback provided by Council included:

- Better understanding of overall system to support priority setting and decision making
- Alignment of fee and budget structure with waste reduction goals
- More opportunity for consensus building around desired outcomes and the level of investment in regional system fee programs needed to achieve the desired outcomes

BACKGROUND

Solid Waste Fees

The Solid Waste Fees set annually by Metro Council are divided into two categories – fees that are paid at Metro transfer stations and fees paid on the disposal of all solid waste in the region.



Additional details are provided below.

Fees paid at Metro Transfer Stations (Central and South)

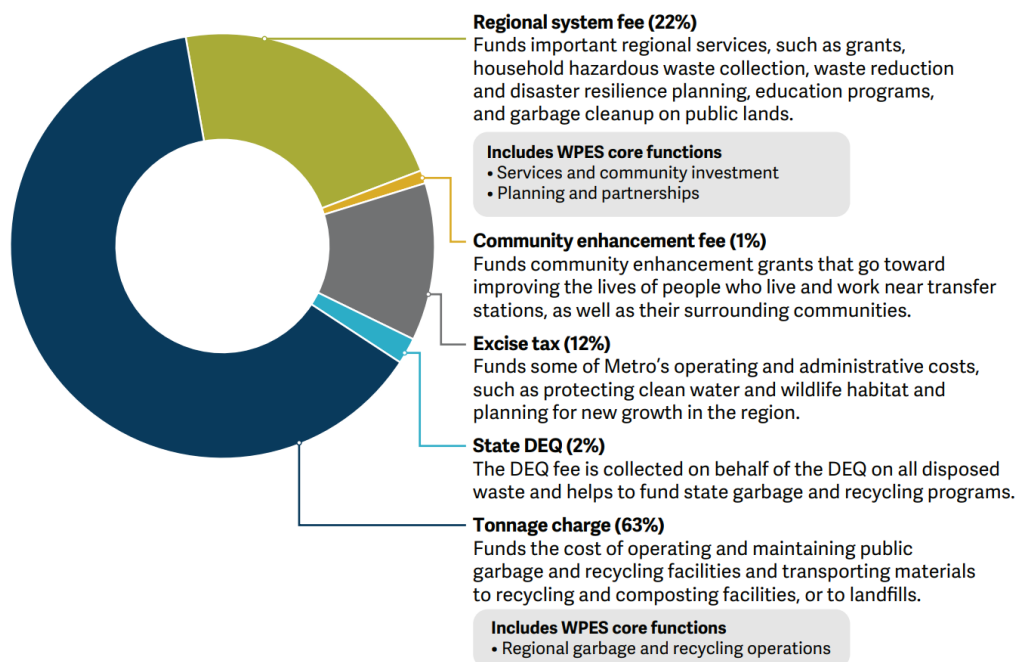
- Tonnage fees – The fee for each ton of solid waste received at a Metro transfer station. Individual fee amounts are set for the following types of materials: Mixed solid waste, clean wood, yard debris, residentially generated organic waste, and commercially generated organic waste.
- Minimum charges – Metro charges a minimum tonnage fee of up to 300 pounds for all types of materials.
- Transaction fees – Added to each transaction at a Metro transfer station. Individual fee amounts are set for staffed versus automatic scales.

Fees paid on disposal of all solid waste

- Regional system fee – Funds important regional services such as grants, household hazardous waste collection, waste reduction and disaster resilience planning, education programs, and garbage clean up on public lands.
- Community enhancement fee – Funds community enhancement grants that go toward improving the lives of people who live and work near transfer stations, as well as their surrounding communities.

The "Tip Fee" is the total fee that commercial haulers and the public pay for disposing of waste at a Metro transfer station by the ton. In the example to the right, the customer was charged the minimum fee for mixed solid waste and the transaction fee. The tip fee is made up of four different

fees and an excise tax. The collected fees fund Metro services, including transfer station operations, waste reduction programs and cleanup of dumped garbage on public lands. The image below shows the breakdown of what solid waste fees support.



Financial Policies

Financial policies provide the foundation for the fee setting process. Fee Setting Criteria help achieve Metro's priorities and adopted policies. They fall under three specific headings: Fiscal Responsibility, Accountability and Public Benefit. These criteria cannot be reached at 100% on each item, but balancing each criterion helps to establish equitable fees.

1. **Revenue Requirement:** This step identifies the total annual financial obligations of the system. The annual revenue requirement includes operating expenses, annual debt service, use/funding of financial reserves, etc. This is where the Metro disposal, regional program and administrative costs are summed up.
2. **Cost of Service:** The purpose of a cost of service analysis is to provide a basis for distributing the full costs of each service to each class of customers in proportion to the demands they place on the system. Expenses are allocated to the systems' functional areas of disposal and recovery, regional programs, compliance and administration.
3. **Fee Design:** The principal objective of fee design is to work with Metro Council to implement rate structures that collect the appropriate level of revenue, are reasonably aligned with cost of service, and support desired policy outcomes.

Solid Waste Fees Review

Metro's contractor provides an independent review of the methodology for calculating proposed solid waste fees annually. As part of this process, the Excel Rate Model and associated fees are reviewed for accuracy, adequacy, reasonableness and compliance with industry practices. View past results.

Materials following this page were distributed at the meeting.



Metro

Metro Council Legislative Agenda Adoption

Jenna Jones, State and Regional Affairs Advisor

Anneliese Koehler, Legislative Affairs Manager

January 25, 2024



Meet Our Contract Lobbyists!



Aaron Deas, Espousal
Strategies



Kyung Park, Espousal
Strategies



Legislative Breakfast

**Next Thursday
at the Zoo!**

Legislative Priorities

Meant to be session specific around bill concepts that legislative affairs staff anticipate coming.



Hillsboro Hops Stadium Improvements

Support legislation that ensures the Hillsboro Hops baseball team stays in Oregon, including securing the final \$15 million in state funding needed for a new, city-owned ballpark.



Proposed Legislative Priorities

- Industrial Site Readiness
- Hillsboro Hops
- Urban Growth Management
- Columbia River Levees
- Housing Production
- Right to Repair
- Regional Economic Recovery and Growth

Legislative Principles

- Division into two sections: general or over-arching principles and issue-specific principles
- Meant to be evergreen guiding principles for legislative affairs staff to rely on for bills not specifically identified in priorities



General Principles

- Successful Communities
- Racial Diversity, Equity and Inclusion
- Climate Justice
- Vibrant Sustainable Workforce
- Preemption
- Funding

Specific Principles

- Housing
- Land Use and Growth Management
- Solid Waste
- Transportation
- Parks, Nature and Conservation
- Economic Prosperity
- Agency Operations



Questions



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Metro

Federal Legislative Agenda for 118th Congress

Betsy Emery | Federal Affairs Advisor

Metro Council Meeting
January 25th, 2024



Federal Legislative Agenda

- Challenging dynamics on Capitol Hill
 - Divided leadership
 - Election year
- Legislative agenda identifies Metro's policy, funding, and regulatory priorities



Incorporated Council Feedback

- Amplify pedestrian safety as a legislative priority
- Ensure coalitions we serve on are reflected
- Support opportunities for wildlife friendly transportation investments
- Investigate federal dollars dedicated to public engagement in long range planning



Adoption of Federal Legislative Agenda

Questions?



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Metro

2040 Planning & Development Grants – Cycle 11

January 25, 2024

History & Context

- Total of 17 applications submitted for Cycle 11
- Total funding requested = \$4,084,733
- Screening Committee evaluation, COO recommendation
- Council endorsement on October 17
- Staff and applicants drafted IGAs, scopes, schedules

Outcomes for today

- Review eight 2040 grant IGAs
- Total award **today** = \$1,737,233
- Vote on Resolution 23-5371



Equitable Development Grants

Beaverton Lombard West	\$500,000
Hillsboro Calle Diez	\$400,000
Cornelius TC Anti-Displacement	\$198,233
HACC Clackamas Heights	\$375,000

Total = \$1,473,233

Industrial Land Readiness Grants

Oregon City Thimble Creek

\$44,000

Total = \$44,000

Community Engagement Grants

Gresham Wy'East Trail Project	\$60,000 ¹
Tigard HOME	\$60,000 ²
Washington Co. EDS Engagement	\$100,000

Total = \$220,000

¹Original amount was \$55,000

²Original amount was \$50,000

Next Steps

- Council vote on Resolution No. 23-5371
- IGAs will be finalized and signed
- Projects can begin!
- Next batch of grants scheduled for March 7 award

Questions?



Metro

Arts and events
Garbage and recycling
Land and transportation
Oregon Zoo
Parks and nature

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Metro

Solid Waste System Financing

January 2024



Waste Prevention and Environmental Services

Our primary responsibilities are to conserve resources through waste reduction and manage garbage and recycling safely for people and the environment.

Garbage and
recycling
operations



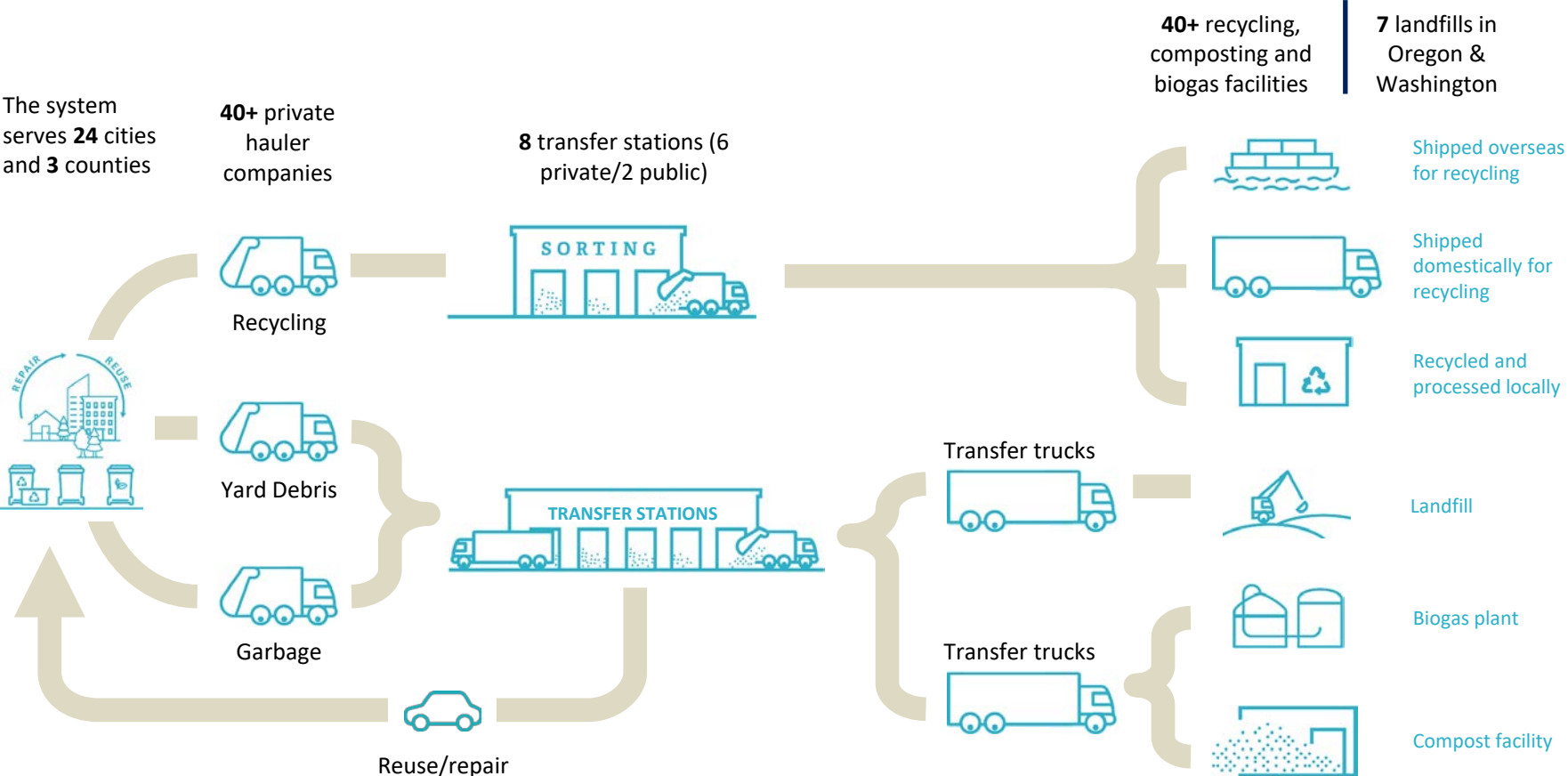
Services and
community
investment



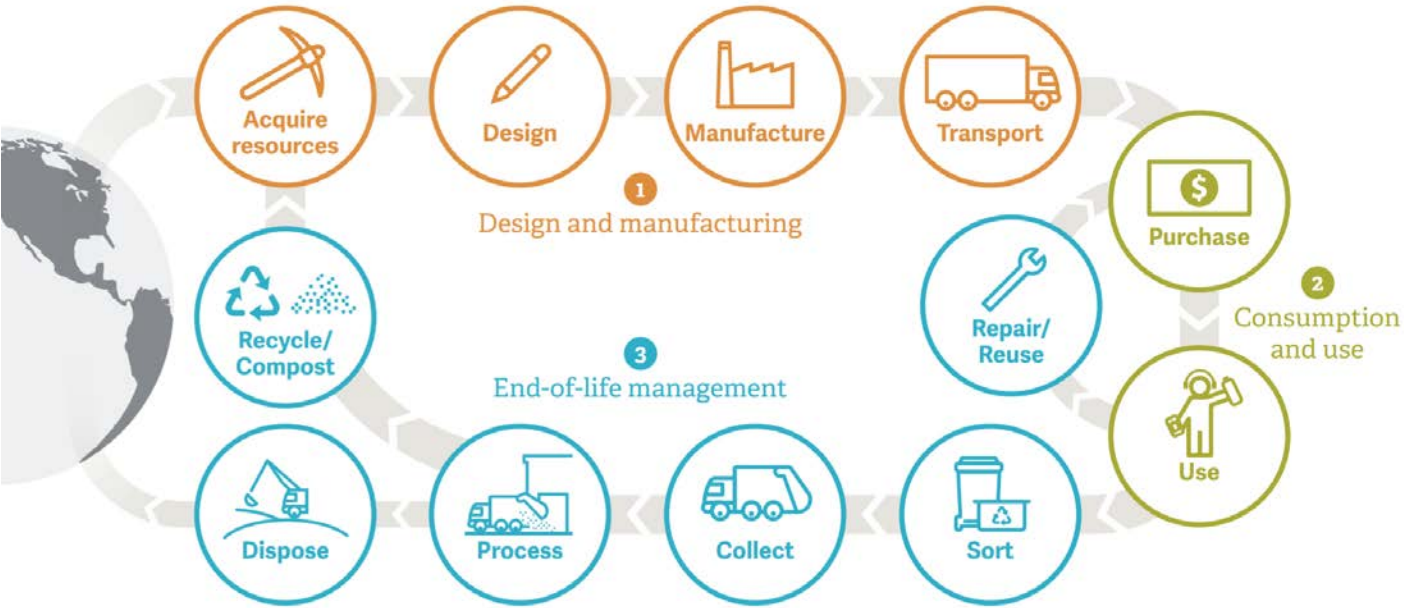
Planning and
partnerships



The garbage and recycling system

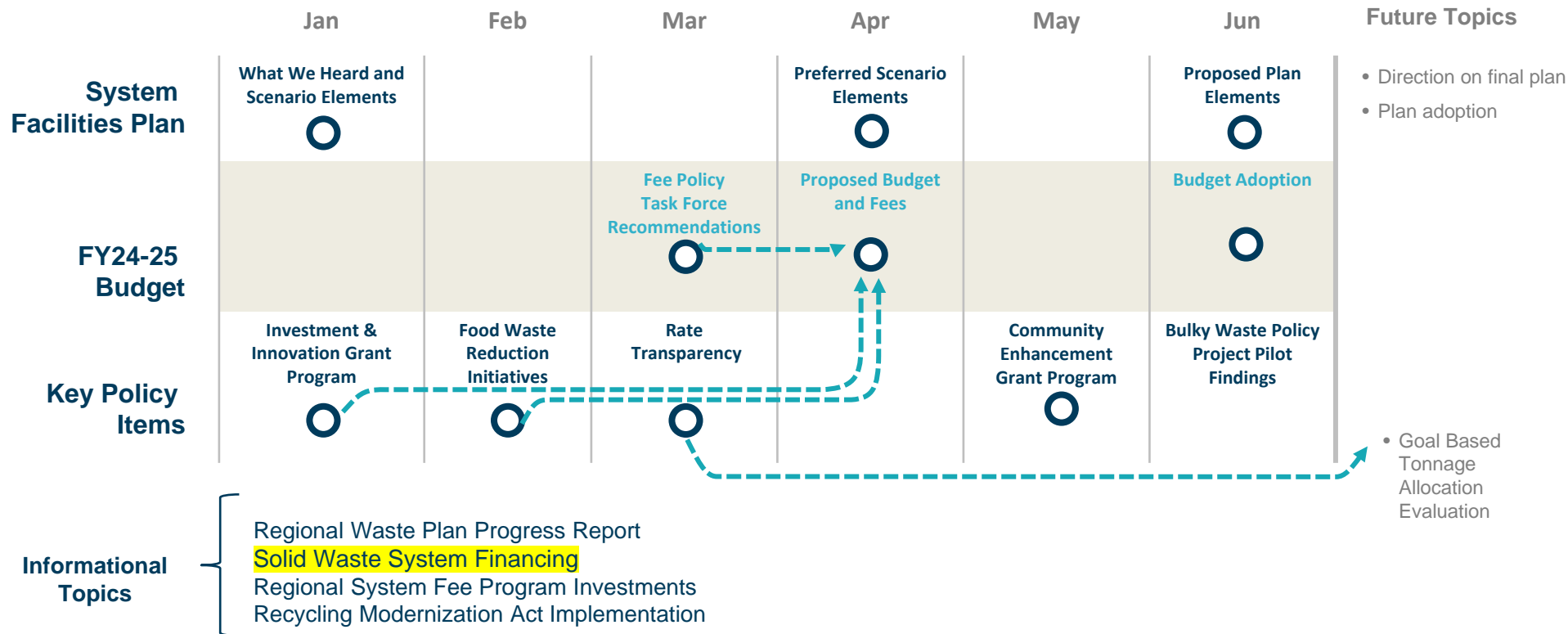


Addressing the full life of products



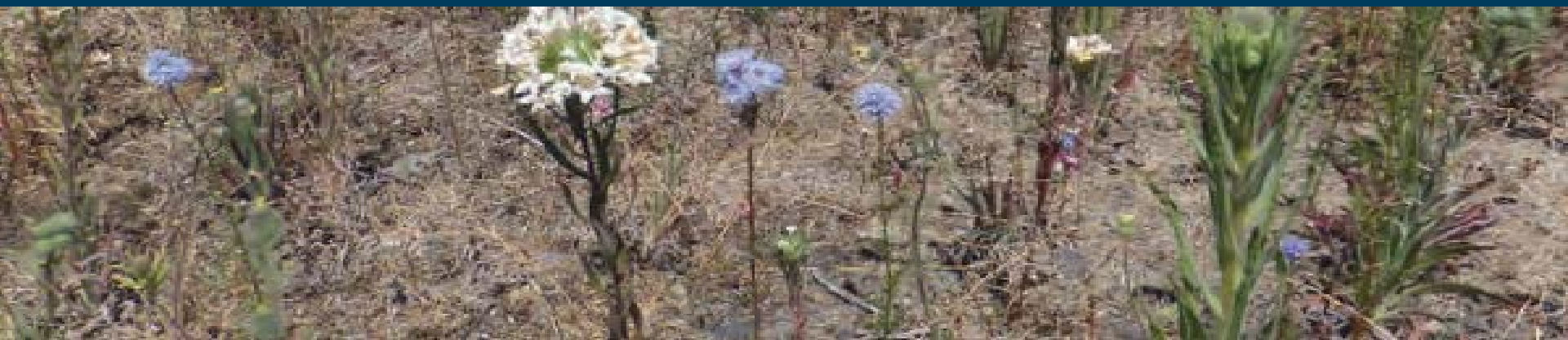
Reduction of harmful impacts by intervening earlier

Decision Roadmap



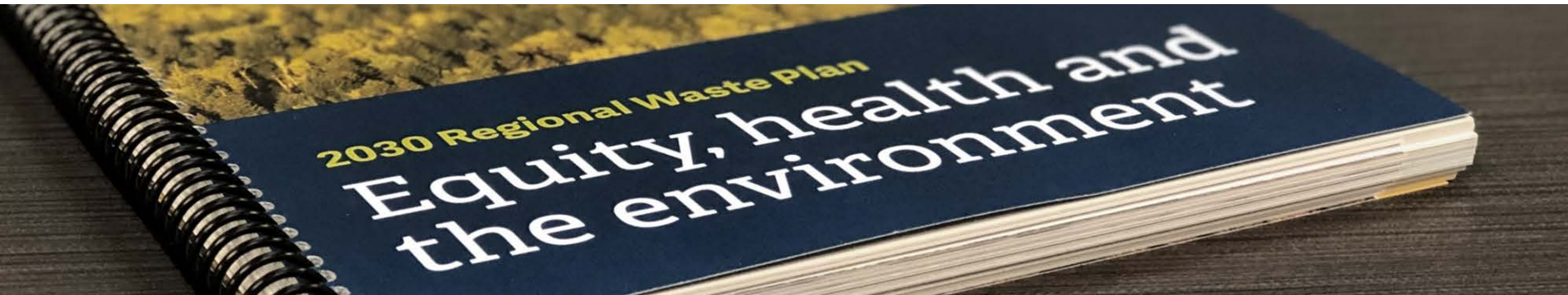


Solid Waste System Financing



Regional Waste Plan Values

Protect and restore the environment and promote health for all
Conserve natural resources
Advance environmental literacy
Foster economic well-being
Ensure operational resilience, adaptability and sustainability
Provide excellent service and equitable system access



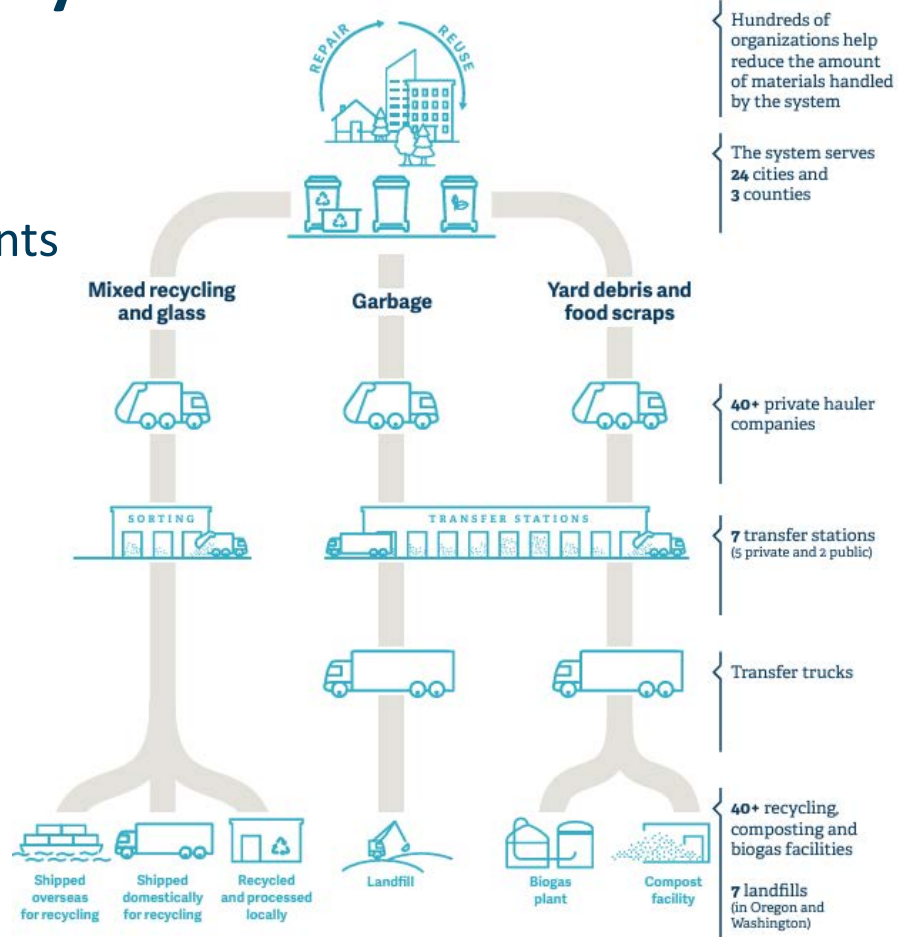
Regional Garbage and Recycling System

Participants

- Generators
- Haulers
- Transfer stations
- Depots
- Material Recovery Facilities
- Disposal Facilities

Regulators

- Local governments
- Metro
- Oregon DEQ
- EPA



Transfer System Characteristics

Regulated market

- Significant barriers to entry (high fixed costs, regulatory environment)
- Service is fairly homogenous
- Limited number of participants
- Elements of price rigidity – private participants monitor competitor's prices



Market Dynamics

- Vertical integration disrupts some elements of the oligopolistic structure
- Hybrid public/private system creates incentives for private stations to capture the most profitable customers
- Economies of scale are significant
- Majority of system costs (~75%) are in collection

Metro's Market Participation

- Regulator of private facilities
- Transfer station operator
- Provider of programs and services
- Investor



Transfer Station Operation Goals

- Provider of public goods (self-haul, HHW)
- Open and accessible transfer station services
- Ensuring market access for non-vertically integrated haulers
- Managing price as a system participant



Connecting Fees and Values

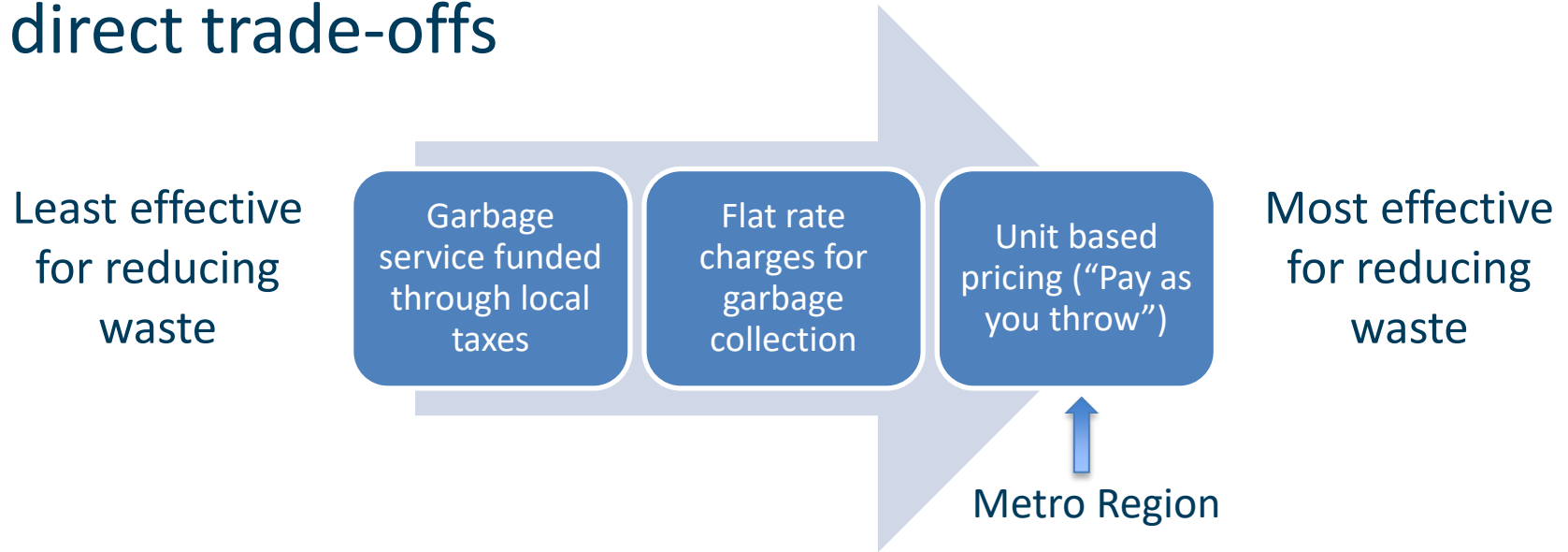
Fee Setting Criteria

- Revenue Adequacy
- Transparency
- Affordability
- Waste Reduction



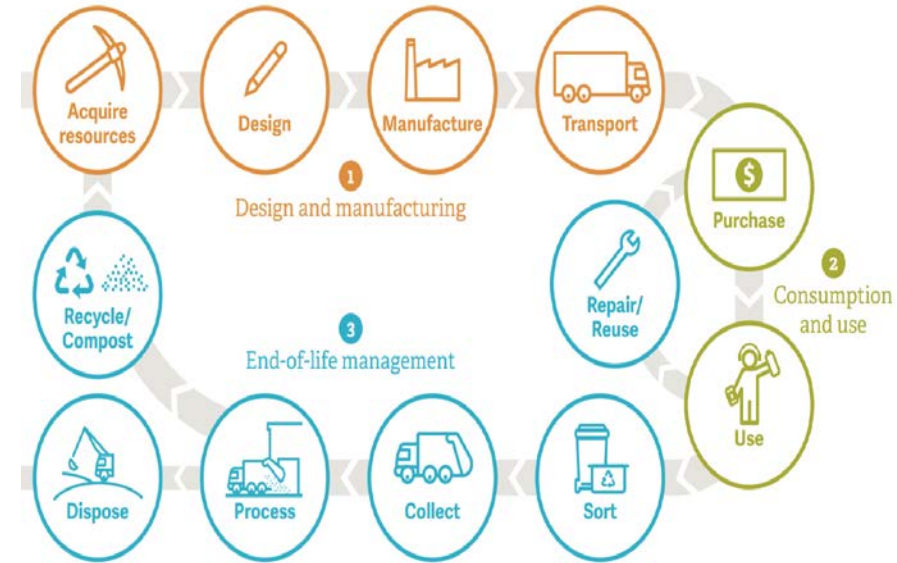
Fee Dynamics

Waste reduction and affordability goals are direct trade-offs



Waste Reduction Considerations

- Higher solid waste fees tend to promote waste reduction
- Consumers have a limited ability to manage their own waste generation
- Moving fees upstream tends to be the most effective way to change behavior, but is also legally and administratively difficult
- Extended producer responsibility programs are key



Tonnage Dynamics

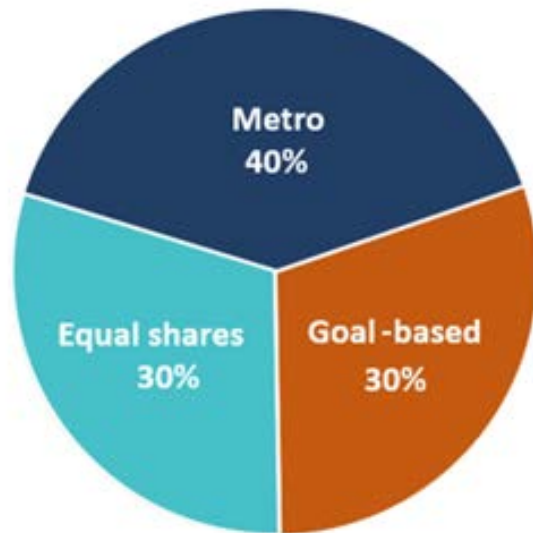
- Initially, there were only publicly-owned transfer stations
- First private transfer stations were not authorized until late 1990s/early 2000s
- Various approaches have been used since the 1990s to avoid stranding public investment in transfer stations



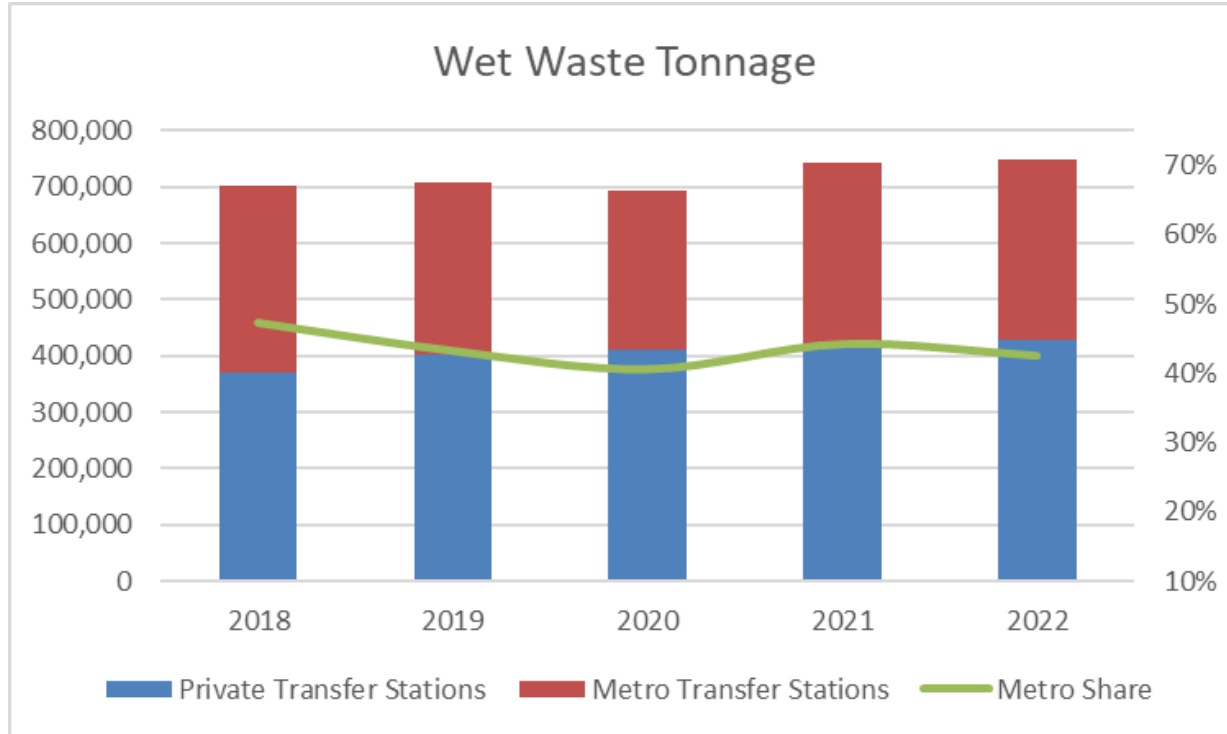
Metro South Opened in April 1983

Protecting Public Investments

- Initial approach assessed transfer station fixed costs through the regional system fee
- Current approach uses the tonnage allocation process to guarantee Metro 40% of wet waste
- 60% of waste allocated to transfer stations through Wet Waste Tonnage Allocation Program



Tonnage Allocation History



Implications and Conclusions

- Metro only directly controls part of the solid waste system, has influence over the rest
- There is excess transfer capacity in the system - this creates economic pressure
- Charging the full cost of service is important part of a waste reduction strategy, but the impact is limited
- Hybrid nature of the system makes it difficult to compare public and private facilities
- Managing the system through the use of financial incentives is difficult due to the complexity of the system

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