



CITY COUNCIL MEETING

Tuesday, September 03, 2024 at 7:00 PM
Sandy City Hall and via Zoom

AGENDA

TO ATTEND THE MEETING IN-PERSON:

Come to Sandy City Hall (lower parking lot entrance) - 39250 Pioneer Blvd., Sandy, OR 97055

TO ATTEND THE MEETING ONLINE VIA ZOOM:

Please use this link: <https://us02web.zoom.us/j/89472361559>

Or by phone: (253) 215-8782; Meeting ID: 89472361559

PLEDGE OF ALLEGIANCE

ROLL CALL

CHANGES TO THE AGENDA

PUBLIC COMMENT (3-minute limit)

The Council welcomes your comments on other matters at this time. The Mayor will call on each person when it is their turn to speak for up to three minutes.

-- **If you are attending the meeting in-person**, please submit your comment signup form to the City Recorder before the regular meeting begins at 7:00 p.m. Forms are available on the table next to the Council Chambers door.

-- **If you are attending the meeting via Zoom**, please complete the online comment signup webform by 4:00 p.m. on the day of the meeting:
<https://www.ci.sandy.or.us/citycouncil/webform/council-meeting-public-comment-signup-form-online-attendees>.

RESPONSE TO PREVIOUS COMMENTS

CONSENT AGENDA

1. [City Council Minutes: August 19, 2024](#)
2. [Approval of IGA with DLCD: Housing Production Strategy \(HPS\)](#)
3. [Contract Approval: Water Management and Conservation Plan Update](#)

PROCLAMATIONS

4. [Sandy Area Chamber of Commerce 75th Anniversary](#)

RESOLUTIONS

5. [Transportation System Development Charge Methodology and Rate Update](#)
 - PUBLIC HEARING: Resolution 2024-17 - Adopting Updated TSDC Methodology
 - PUBLIC HEARING: Resolution 2024-21 - Adopting Updated TSDC Rate

OLD BUSINESS

6. [Design for Meinig Memorial Park Improvements and Restoration](#)

NEW BUSINESS

7. [Contract Award: Deer Pointe Park Development, Phase 2](#)
8. [Declaration of City Council Vacancy: Seat #5](#)
9. [Adoption of Process to Fill Vacancy of City Council Seat #5](#)

REPORT FROM THE CITY MANAGER

COMMITTEE / COUNCIL REPORTS

STAFF UPDATES

Monthly Reports: <https://reports.cityofsandy.com/>

ADJOURN

Americans with Disabilities Act Notice: Please contact Sandy City Hall, 39250 Pioneer Blvd. Sandy, OR 97055 (Phone: 503-668-5533) at least 48 hours prior to the scheduled meeting time if you need an accommodation to observe and/or participate in this meeting.



CITY COUNCIL MEETING

Monday, August 19, 2024 at 6:30 PM
Sandy City Hall and via Zoom

MINUTES

WORK SESSION – 6:30 PM

1. Library Outreach Vehicle Purchase

The Library Director summarized the staff report, which was included in the meeting packet. Slides were also presented, and are attached to these minutes.

Council discussion ensued on the following issues:

- Outreach vehicle funding strategies pursued by other cities
- Comprehensiveness of the price quote, including upfitting
- Lack of requirements for special certification to drive the vehicle
- Advantages of conducting STEM outreach to supplement what is provided by schools; possibilities for partnering with schools on a funding strategy
- Possibilities for paying the upfitting cost at a later date; the price for only the vehicle is approximately \$170,000
- Details on various grant opportunities and deadlines for applying; remarks on the CDBG application process
- Concern about the need to spread costs across the service area
- Need for long term replacement cost planning; need to consider staffing costs and the full budget picture

It was the consensus of the Council that staff should proceed with procuring the outreach vehicle, and that staff should keep the Council apprised of the following: efforts to secure grant funding, long term budget planning for maintenance and replacement, and progress on forging funding partnerships with other agencies.

REGULAR MEETING – 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Mayor Stan Pulliam
Council President Laurie Smallwood (virtually)
Councilor Chris Mayton
Councilor Rich Sheldon
Councilor Kathleen Walker

Councilor Carl Exner
Councilor Don Hokanson

CHANGES TO THE AGENDA

(none)

PUBLIC COMMENT (3-minute limit)

(none)

RESPONSE TO PREVIOUS COMMENTS

CONSENT AGENDA

2. City Council Minutes: August 5, 2024
3. IGA Approval: Sandy Transit and Clackamas County – ODOT Funds Disbursement

It was noted that the minutes were incorrectly labeled as “August 19” on the meeting agenda.

MOTION: Adopt the consent agenda

Motion made by Councilor Sheldon, Seconded by Councilor Mayton.

Voting Yea: Mayor Pulliam, Council President Smallwood, Councilor Mayton, Councilor Sheldon, Councilor Walker, Councilor Exner, Councilor Hokanson

MOTION CARRIED: 7-0

PRESENTATIONS

4. Special Service Contract Program Mid-Term Report

Sandy Action Center

Thanks were expressed for the City’s grant, and it was noted that the economy has had an impact on their patrons. Families with single incomes have been hit by inflation. They have doubled the number of houses they are serving. It was noted that they offer a lunch box program which assists the homeless population, and that outreach in Spanish has been successful. A handout was provided, which is attached to these minutes.

Friends of the Sandy Library

A handout was provided with budgetary details, which is attached to these minutes. The Council was briefed on details of materials storage and access, with further details expected in the future. The timeline of the overall project has been extended. Discussion ensued on fundraising efforts and challenges, as well as additional materials being secured by the Historical Society.

D31

It was noted that the amount of grant funds was adjusted after the initial award. A handout

was provided regarding the funded programs, which is attached to these minutes. Shop with a Cop gift wrapping, Photos and Cookies with Santa, and the multi-generational meal were all successful. Budget details were also provided; it was determined that the excess funding will be dedicated to the Meals on Wheels program.

Seventh Day Adventist Church

A summary was provided of the dental and vision clinic programs. Photos from the clinics were included in the meeting packet. It was noted that the dental work provided makes a large impact on people's lives. Statistics were shared regarding the number of patrons. Discussion ensued on clinic costs, their ability to provide these services so efficiently, and the possibility of securing other grant funding in the future.

REPORT FROM THE CITY MANAGER

- Reminder of the final concert in the park on August 21st
- Neighbor survey for Deer Pointe park improvements has been sent out
- Staff is working on the traffic impacts associated with pickup and drop off at the high school; school officials plan to implement a new system for traffic flow in the parking lot, which will be evaluated for effectiveness. Communications will be sent to parents, and no parking signage will be installed where appropriate.

COMMITTEE / COUNCIL REPORTS

Councilor Exner

- Announced his resignation from City Council Seat #5, effective August 23, 2024, due to family health concerns. Reflected upon his service to the City and past accomplishments.
- It was the consensus of the Council that staff should bring a draft process for filing the seat vacancy to the next meeting for review and adoption.

Councilor Hokanson

- Water/wastewater subcommittee reviewed the water conservation and management plan
- Council tour of the Alder Creek treatment plant is upcoming.
- Note that increased proactive code enforcement was a consensus priority of the Council when the new position was funded; the goal is compliance and communication with the public is key
- Thanks and appreciation for Councilor Exner's service to the City, and for his guidance

Councilor Walker

- Thanks and appreciation for Councilor Exner's service to the City
- Library Advisory Board discussed amendment of the IGA, Hoodland rent, and the outreach vehicle
- Parking regulations need to be enforced on Bluff Rd during school drop off and pickup

- Concern regarding Portland Water Bureau construction trucks on Bluff Rd; they intend to use the route for three years, more coordination with the City is needed
- Concern about the need to address code compliance issues before they become too drastic; suggestion to include photos with code enforcement notices

Councilor Sheldon

- Thanks and appreciation for Councilor Exner's service to the City

Council President Smallwood

- Thanks and appreciation for Councilor Exner's service to the City

Councilor Mayton

- Thanks and appreciation for Councilor Exner's service to the City
- Reminder about Hood to Coast
- Recap of recent Economic Development Advisory Board meeting, including discussion of staffing changes and reprioritization of the strategic plan

Mayor Pulliam

- Concerns about tents along main streets
- Thanks and appreciation for Councilor Exner's service to the City

STAFF UPDATES

Monthly Reports: <https://reports.cityofsandy.com/>

ADJOURN

EXECUTIVE SESSION: The City Council met in executive session pursuant to ORS 192.660(2)(f) & (h)



STAFF REPORT

Meeting Type: City Council
Meeting Date: September 3, 2024
From: Kelly O’Neill Jr., Development Services Director
Subject: Approval of IGA with DLCD: Housing Production Strategy (HPS)

DECISION TO BE MADE:

Whether to authorize the City Manager to enter into an IGA (Exhibit A) with the State of Oregon Department of Land Conservation and Development (DLCD), which will contract with ECONorthwest to complete work related to Sandy’s Housing Production Strategy (HPS).

PURPOSE / OBJECTIVE:

The purpose of this IGA is to enter into an agreement with DLCD regarding their contract with ECONorthwest to complete work related to Sandy’s state mandated HPS. The contract between DLCD and ECONorthwest (Exhibit B) provides \$55,630 worth of consulting work for the City of Sandy, running through May 2025. Time spent on the HPS beyond May 2025 will be paid by a separate contract the City has already executed with ECONorthwest (Exhibit C).

BACKGROUND / CONTEXT:

In 2019, the Oregon Legislature passed House Bill 2003, which requires each city above 10,000 population to adopt a Housing Production Strategy (HPS) within one year of completing their Housing Capacity Analysis (HCA). The HPS must include specific actions the City plans to take, like changing regulations or offering financial incentives, to encourage the development of the necessary housing types identified in the analysis. DLCD will review and approve each city’s HPS to ensure it effectively meets housing needs, encourages necessary housing production, and promotes fair and equitable housing outcomes.

The City of Sandy adopted the [latest HCA](#) on April 1, 2024. In accordance with the [adoption schedule](#) set by the Land Conservation and Development Commission (LCDC) we have to complete and adopt our HPS by December 31, 2025.

BUDGET IMPACT:

Entering into this IGA does not affect the City budget. However, not entering into the IGA would likely result in the City of Sandy losing \$55,630 in grant funding from DLCD. The HPS is a mandatory state requirement, so the City of Sandy must complete and adopt the HPS.

RECOMMENDATION:

Authorize the City Manager to enter into an IGA with DLCD for our awarded HPS consulting services grant.

SUGGESTION MOTION:

“I move to authorize the City Manager to execute the IGA with the Department of Land Conservation and Development for consulting work related to Sandy’s Housing Production Strategy, as provided in the agenda packet.”

LIST OF ATTACHMENTS / EXHIBITS:

- Exhibit A. Proposed IGA with DLCD for HPS Consulting Work
- Exhibit B. Contract between DLCD and ECONorthwest
- Exhibit C. City of Sandy contract with ECONorthwest

INTERGOVERNMENTAL AGREEMENT

City of Sandy

This Agreement is between the State of Oregon acting by and through its **Department of Land Conservation and Development (“DLCD”)** and **City of Sandy (“City”)**, each a “Party” and, together, the “Parties.”

I. AUTHORITY

This Agreement is authorized by ORS 190.110.

II. EFFECTIVE DATE

This Agreement is effective on the date of the last signature (“Effective Date”), and terminates on **June 30, 2025**, unless terminated earlier.

III. BACKGROUND

During the 2023 legislative session, the legislature appropriated funds to DLCD for the purpose of allowing the DLCD to assist participating cities and counties (collectively, “Local Government”) implement House Bills 2001 and 2889. This assistance will be provided, in part, through the Housing Needs Technical Assistance and Housing Code Technical Assistance projects, which are important elements of this legislative package.

The projects are financed with State of Oregon General Funds. State funds are paid under this Agreement by DLCD to **ECOnorthwest (“Consultant”)**, who will assist the City as described in the Statement of Work (“SOW”) below. No funds will be given to the City for tasks outlined in this Intergovernmental Agreement (“IGA”) or any expenses incurred by the City because of this Agreement.

IV. PROJECT OBJECTIVE AND MAJOR DELIVERABLES

Housing Production Strategy (HPS)

The primary objective of this Agreement is to prepare a Housing Production Strategy (“HPS”) as described in ORS 197A.100 and [OAR 660-008-0050](#) (“Project”) that outlines how a city plans to promote the actual production of needed housing identified in an adopted Housing Capacity Analysis (“HCA”).

Cities with a population greater than 10,000 are required, within a year after their HCA deadline, to adopt an HPS. A HPS will outline the tools, actions, or policies a city plans to implement to encourage the production of needed housing identified in the adopted HCA. Administrative rules outlining the required elements of a HPS have been adopted and can be viewed on the Secretary of State web page under [OAR Chapter 660, Division 008](#).

V. ROLES AND RESPONSIBILITIES

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

Specific project management duties of City will include:

- a. Coordinating project schedule and deliverables with Consultant;

- b. Coordinating City staff; and
- c. Ensuring the timely completion of tasks and delivery of supporting data/information to Consultant;
- d. Reviewing and editing Consultant work;
- e. Appointing a project advisory committee with representation from the community; and
- f. Noticing, scheduling, and managing advisory committee meetings and public official work sessions and public hearings, if any. Activities include but are not limited to preparing and distributing meeting notices, agendas, and summaries; and assisting the Consultant with meeting facilitation.

DLCD: DLCD is solely and exclusively responsible for payments to Consultant in connection with Consultant’s performance of the SOW, pursuant to the terms of any Consultant contract. DLCD will provide financial, administrative, and technical assistance to the Project. DLCD will participate in advisory committees. Additional technical assistance may be provided as requested by the City or Consultant. DLCD will review Consultant’s work, invoices, and progress reports. Additionally, DLCD will review the Consultant’s performance and deliverables with the City prior to paying invoices received by the Consultant. DLCD will assist in the mediation of Consultant/City conflicts, or issues with the project or deliverables.

VI. COMPENSATION AND COSTS

Each Party shall assume its own costs of carrying out the tasks and responsibilities assigned to it under this Agreement. Under no circumstances is the Local Government responsible for payment of costs incurred under the contract between DLCD and the chosen Consultant.

VII. KEY CONTACTS

City

Kelly O’Neill, Development Services Director
City of Sandy
39250 Pioneer Blvd.
Sandy, OR 97055

Email: koneill@ci.sandy.or.us
Phone: 503-489-2163

Department of Land Conservation and Development

Project Manager
Kelly Reid, Metro Regional Rep.
1600 SW Fourth Avenue, Suite 109
Portland, OR 97232

Email: Kelly.reid@dlcd.oregon.gov
Phone: 971-345-1987

Housing Team Technical Representative

Mari Valencia-Aguilar
635 Capitol St. NE, Suite 150
Salem, OR 97301

Email: mari.valencia-aguilar@dlcd.oregon.gov
Phone: 503-930-9739

Consultant

ECONorthwest
Nicole Underwood, Project Manager
960 SW 6th Avenue, Suite 1400
Portland, OR 97204

Email: underwood@econw.com
Phone: 503-200-5085

A Party may designate a new authorized representative by written notice to the other Party.

VIII. TERMINATION

- a) This Agreement may be terminated at any time by mutual written agreement of the Parties.
- b) This Agreement may be terminated by DLCD upon 45 days advance written notice and by Local Government upon 45 days advance written notice.

IX. INDEMNITY

To the extent permitted by the Oregon Tort Claims Act, each of City and DLCD agree to indemnify, defend, and hold the other party, and the other party’s elected and appointed officials, agents, and employees, harmless from and against all claims, actions, or proceedings arising from or brought in connection with the negligent, grossly negligent or purposeful acts, omissions, or performance of its obligations under this Agreement.

X. NON-APPROPRIATION

DLCD's obligation to perform its duties under this Agreement is conditioned upon DLCD receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any law limiting the activities, liabilities, or monetary obligations of DLCD.

XI. STATEMENT OF WORK

Project Purpose: The City is engaging with Consultant to develop a HPS that will provide a City-led action plan to meet the housing needs of the City’s residents. This HPS will identify actions to support development of affordable, fair, and equitable housing, meeting the needs identified in City’s on-going HCA.

TASK 1: PROJECT KICK-OFF

Consultant shall hold a meeting with City staff to kick-off the project. Consultant will contact City via conference call to inquire about establishing project expectations and familiarize themselves with city-specific concerns. At the project kick-off, Consultant will obtain necessary information and background from City to familiarize Consultant with local conditions and with City’s planning documents. Consultant will also use the kick-off to confirm the objectives of the project laid out in this Agreement with the City, refine the project schedule established in this Agreement with City (meaning add more detail as necessary to the established schedule), and provide necessary information to City to allow City to prepare for the Project.

Consultant will have monthly check-ins with the City to discuss major project milestones and work products, address questions, and identify follow-up actions.

Note: All meetings with the Planning Commission and City Council, including adoption, are part of a scope of work between the City and the Consultant.

Task 1 Consultant Deliverables:

- 1.1: Summary of major tasks and action items for the Project, if different from the Scope of Work; and
- 1.2: Proposed Project schedule.

Timeline: January to February 2024

TASK 2: CONTEXTUALIZED HOUSING NEED

The purpose of “contextualizing” housing needs is to expand on the discussion of unmet housing needs from the HCA by providing additional data (where necessary) and information about housing needs. This task will result in further discussions of the implications of unmet housing needs within the City, which will inform consideration and selection of actions for inclusion in the HPS in Task 3.

Task 2.1: Data Collection and Analysis

Consultant will gather relevant data from the City’s Housing Capacity Analysis, Comprehensive Plan, Oregon Housing Needs Analysis, and other available sources as needed for the HPS to describe current and future housing needs in the context of population and market trends. The analysis of contextualized housing needs will include at a minimum:

- Socio-economic and demographic trends of a jurisdiction’s population, disaggregated by race to the extent possible with available data;
- Market conditions affecting the provision of needed housing;
- Existing and expected barriers to the development of needed housing;
- Housing need for those experiencing homelessness, using the best available data;
- Percentage of Rent Burdened Households;
- Housing by Tenure (owner vs renter);
- Percentage of housing stock that is market rate vs. subsidized; and
- Units that are tentatively approved by housing type.

The analysis of contextualized housing needs will also draw on information gathered through engagement with housing consumers, including underrepresented communities.

Task 2.2: Outreach and Engagement

Outreach and engagement in the HPS will focus on discussions (one-on-one interviews) with service providers about existing housing needs and input on actions under consideration for the HPS, as described below and in Task 3.

This outreach will build on previously conducted research regarding housing needs over the last several years based on a City-provided summary of outreach on housing topics in recent years, including a summary of the outcomes and housing needs identified in that outreach. The final HPS will describe the connection between what was heard in engagement and the strategies selected for inclusion in the HPS.

Consultant will work with City to plan for and execute on four (4) focus groups as part of Task 2, with the purpose of gaining an understanding of unmet housing needs of the following groups: renters, low-income households, Hispanic/Latinx residents, other racial and ethnic minorities and immigrant or refugee communities, veterans, people with disabilities, seniors, agricultural workers, and formerly and currently homeless people. Consultant will help plan the engagements, including facilitating the focus groups and summarizing discussions at the focus groups.

Task 2.3: Summary Document

Following data analysis and synthesis of outreach, Consultant will produce a summary of contextualized housing needs. While this will initially be produced as a stand-alone memorandum, it will later become a section of the HPS.

Task 2 Consultant Deliverables:

- 2.1: Contextualized Housing Needs memorandum; and
- 2.2: Facilitation and summary of the results of one-on-one interviews with service providers.

Timeline: February 2024 – September 2024

TASK 3: STRATEGIES TO ACCOMMODATE FUTURE HOUSING NEED

Task 3.1: Summary of Existing Policies and Past Recommendations

City will prepare a summary memorandum of housing policies, especially policies related to affordability of housing, that the City has implemented in the last three to five years. These policies could include changes to the zoning code, such as complying with the requirements of HB 2001 (middle housing) or development of clear and objective standards. The summary may include City programs like Urban Renewal projects to support development of housing or other programs that support development of housing. The memorandum could include other policy changes that the City has made to support development of housing, preservation of existing affordable housing, or other substantial housing policy changes.

Consultant will review and provide input on the City-provided summary of measures already adopted by the City that promote the development of needed housing. Consultant will use this summary to understand what types of changes the City has made to policy, which will inform consideration of potential actions for inclusion in the HPS.

Task 3.2: Review Existing Policies and Identify Gaps in Policies

Consultant will evaluate contextualized housing needs and the summary of the City’s existing measures to identify gaps where housing needs are not being met. Consultant will identify a preliminary list of policies and actions that could be considered in the HPS. Consultant will discuss potential actions with City staff to identify actions to carry forward into the next step of the analysis, for eventual consideration by the City Council.

Consultant will coordinate with the City to plan and execute five (5) one-on-one interviews or focus groups, with the purpose of gaining input from key stakeholders in the City. The focus groups or interviews may include participants of the interviews in Task 2, market rate housing developers, affordable housing developers, and other stakeholders identified by City.

Task 3.3: Strategy Refinement

City and Consultant will select actions that are likely for near- to mid-term implementation. Consultant will provide additional analysis for four (4) actions about potential benefits and costs for implementation, focusing on actions that provide financial support for housing development. This analysis may be quantitative, or it may be qualitative, involving additional discussions with key stakeholders. The purpose of this evaluation is to inform whether the City should include the actions in the HPS and to identify implementation considerations.

An important consideration for which strategies to include in the HPS is understanding what the City can accomplish in an eight-year period, given funding availability and City staff capacity.

For the strategies that are recommended for inclusion in the City’s HPS, Consultant will produce the following for each strategy, based on Consultant’s evaluation, input from the City, and feedback gathered through outreach and engagement:

- A description of the strategy;
- Identified Housing Need being fulfilled (tenure and income) and analysis of the income and demographic populations that will receive benefit and/or burden from the strategy, including low-income communities, communities of color, and other communities that have been discriminated against, according to fair housing laws;
- Approximate magnitude of impact, including (where possible/applicable) an estimate of the number of housing units that may be created, and the time frame over which the strategy is expected to impact needed housing;
- Timeline for adoption and implementation;
- Actions necessary for the local government and other stakeholders to take in order to implement the strategy; and
- Opportunities, constraints, or negative externalities associated with adoption of the strategy.

Task 3 Consultant Deliverables:

3.1: Memorandum summarizing existing measures, previously identified strategies, and additional strategies for consideration to address gaps in the City’s housing policies;

3.2: Memorandum providing additional evaluation and refinement of selected strategies;

3.3: Memorandum summarizing information about each strategy selected for inclusion in the draft HPS, including a description of the strategy, identification of housing need being fulfilled, magnitude of the impact on the housing market, timeline for adoption, actions necessary for the City to implement the actions, and opportunities, constraints, or negative externalities associated with adoption of the strategy; and

3.4: Notes from five focus group discussions or one-on-one interviews with participants of the interviews in Task 2, market rate housing developers, affordable housing developers, and other stakeholders to seek input on the potential housing strategies.

Timeline: September 2024 – February 2025

TASK 4: DRAFT AND FINAL HPS REPORT

The draft HPS Report will include the following:

- Contextualized housing needs from Task 2;
- Summaries of existing measures and final proposed strategies from Task 3;
- How the City’s existing measures and final proposed strategies help to achieve fair and equitable housing outcomes, affirmatively further fair housing, and overcome discriminatory housing practices and racial segregation;
- Understanding of capacity limitations of City resources (primarily staff time and funding) for implementing the selected strategies for inclusion in the HPS; and
- A conclusion addressing the following:

- A qualitative assessment of how the strategies collectively address the contextualized housing needs identified in the HCA and HPS;
- Discussion of how the proposed actions, taken collectively, will increase housing options for historically marginalized communities;
- How the City’s existing measures and proposed strategies will affirmatively further fair housing, link housing to transportation, provide access to areas with high Opportunity (such as areas with concentrations of jobs or services or accessible by transit), address needs for people facing homelessness and equitable distribution of services, create opportunities for rental housing and homeownership, and mitigate vulnerabilities to displacement and housing instability;
- The rationale for any identified needs not being addressed; and
- The City’s plan for monitoring progress on the housing production strategies.

Following review by the City and making revisions as needed, Consultant will produce a public review draft HPS for review and comment by the City’s Planning Commission, City Council, and the public. Following public review and comment, Consultant will produce a Final HPS document.

Task 4 Consultant Deliverables:

- 4.1: Draft Housing Production Strategy; and*
- 4.2: Final Housing Production Strategy.*

Timeline: January 2025 – May 2025

XII. OTHER CONSIDERATIONS

Except as provided herein, nothing in this agreement shall be construed as obligating the other party to expend funds or obligate future payment of money authorized by law and administratively available for this work.

SIGNATURE BLOCK

City Official

Authorized to sign on behalf of the City

Date

Printed Name

Department of Land Conservation & Development

Ethan Stuckmayer, Housing Services Division Manager

Date

Amendment No. 1 to DLCD Contract 23033

Exhibit B.

This is **Amendment No. 1** to contract **23033**, dated February 28, 2024, as amended from time to time (“Contract”) between the State of Oregon, acting by and through its **Department of Land Conservation and Development** (“Agency”), and **ECONorthwest** (“Contractor”). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing (“Amendment Effective Date”).

RECITALS

1. Agency entered into contract 23033 with Contractor on February 28, 2024, to provide services to selected cities and counties to help them complete projects designed to meet the goals of the Oregon House Bills HB 2001 (2023 Session) and HB 3414 (2023 Session).
2. This amendment is to update Exhibit A, Statement of Work, subsection seven (7) City of Sandy Housing Production Strategy deliverables and timelines.
3. No changes to the total funds of the contract.

Now therefore, in consideration of the promises, covenants and contracts contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the following:

The Contract is amended as follows:

1. Exhibit A, Statement of Work, is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strike through~~; language in ordinary text is contractual language included for context):

(7) CITY OF SANDY HOUSING PRODUCTION STRATEGY

TASK 2: CONTEXTUALIZED HOUSING NEED

The purpose of “contextualizing” housing needs is to expand on the discussion of unmet housing needs from the HCA by providing additional data (where necessary) and information about housing needs. This task will result in further discussions of the implications of unmet housing need within the city, which will inform consideration and selection of actions for inclusion in the HPS in Task 3.

Task 2.1: Data Collection and Analysis

Consultant will gather relevant data from the City’s Housing Capacity Analysis, Comprehensive Plan, Oregon Housing Needs Analysis, and other available sources as needed for the HPS to describe current and future housing needs in the context of population and market trends. The analysis of contextualized housing needs will include:

- Socio-economic and demographic trends of a jurisdiction’s population, disaggregated by race to the extent possible with available data;
- Market conditions affecting the provision of needed housing;
- Existing and expected barriers to the development of needed housing;
- Housing need for those experiencing homelessness, using the best available data;
- Percentage of Rent Burdened Households;
- Housing by Tenure (owner vs renter);
- Percentage of housing stock that is market rate vs. subsidized; and
- Units that are tentatively approved by housing type.

The analysis of contextualized housing needs will also draw on information gathered through engagement with housing consumers, including underrepresented communities.

Task 2.2: Outreach and Engagement

Outreach and engagement in the HPS will focus on discussions (~~focus groups~~ **one-on-one interviews**) with ~~stakeholder groups~~ **service providers** about existing housing needs and input on actions under consideration for the HPS, as described below and in Task 3.

This outreach will build on previously conducted research regarding housing needs over the last several years based on a City-provided summary of outreach on housing topics in recent years, including a summary of the outcomes and housing needs identified in that outreach. The final HPS will need to describe the connection between what was heard in engagement with the strategies selected for inclusion in the HPS.

Consultant will work with City to plan for and execute ~~on four (4) focus groups~~ **one-on-one interviews with service providers** as part of Task 2, with the purpose of gaining an understanding of unmet housing needs of the following groups: renters, low-income households, Hispanic/Latinx residents, other racial and ethnic minorities and immigrant or refugee communities, veterans, people with disabilities, seniors, agricultural workers, and formerly and currently homeless people. Consultant will help plan the engagements, including facilitating the focus groups and summarizing discussions at the focus groups.

Task 2.3: Summary Document

Following data analysis and synthesis of outreach, Consultant will produce a summary of contextualized housing needs. While this will initially be produced as a stand-alone memorandum, it will later become a section of the HPS.

Task 2 Consultant Deliverables:

2.1: Contextualized Housing Needs memorandum; and

*2.2: Facilitation and summary of the results of ~~four (4) focus group discussions with stakeholders~~ **one-on-one interviews with service providers**.*

Timeline: February 2024 – ~~July~~ **September** 2024

TASK 3: STRATEGIES TO ACCOMMODATE FUTURE HOUSING NEED

Task 3.1: Summary of Existing Policies and Past Recommendations

City will prepare a summary memorandum of housing policies, especially policies related to affordability of housing, that the City has implemented in the last three to five years. These policies could include changes to the zoning code, such as complying with the requirements of HB 2001 (middle housing) or development of clear and objective standards. The summary may include City programs like Urban Renewal projects to support development of housing or other programs that support development of housing. The memorandum could include other policy changes that the City has made to support development of housing, preservation of existing affordable housing, or other substantial housing policy changes.

Consultant will review and provide input on a City-provided summary of measures already adopted by the City that promote the development of needed housing. Consultant will use this summary to understand what types of changes the City has made to policy, which will inform consideration of potential actions for inclusion in the HPS.

Task 3.2: Review Existing Policies and Identify Gaps in Policies

Consultant will evaluate contextualized housing needs and the summary of the City's existing measures to identify gaps where housing needs are not being met. Consultant will identify a preliminary list of policies and actions that could be considered in the HPS. Consultant will discuss potential actions with City staff to identify actions to carry forward into the next step of the analysis, for eventual consideration by the City Council.

Consultant will coordinate with the City to plan and execute on five (5) ~~focus groups as part of Task 4~~ **one-on-one interviews or focus groups**, with the purpose of getting input from key stakeholders in the City. The focus groups **or interviews** may include participants of the ~~focus groups~~ **interviews** in Task 2, market rate housing developers, affordable housing developers, and other stakeholders identified by City.

Task 3.3: Strategy Refinement

City and Consultant will select actions that are likely for near- to mid-term implementation. Consultant may provide additional analysis for four (4) actions about potential benefits and costs for implementation, focusing on actions that provide financial support for housing development. This analysis may be quantitative, or it may be qualitative, involving additional discussions with key stakeholders. The purpose of this evaluation is to inform whether the City should include the actions in the HPS and to identify implementation considerations.

An important consideration for which strategies to include in the HPS is understanding what the City can accomplish in an eight-year period, given funding availability and City staff capacity.

For the strategies that are recommended for inclusion in the City's HPS, Consultant will produce the following for each strategy, based on Consultant's evaluation, input from the City, and feedback gathered through outreach and engagement:

- A description of the strategy;
- Identified Housing Need being fulfilled (tenure and income) and analysis of the income and demographic populations that will receive benefit and/or burden from the strategy, including low-income communities, communities of color, and other communities that have been discriminated against, according to fair housing laws;
- Approximate magnitude of impact, including (where possible/applicable) an estimate of the number of housing units that may be created, and the time frame over which the strategy is expected to impact needed housing;
- Timeline for adoption and implementation;
- Actions necessary for the local government and other stakeholders to take in order to implement the strategy; and
- Opportunities, constraints, or negative externalities associated with adoption of the strategy.

Task 3 Consultant Deliverables:

3.1: Memorandum summarizing existing measures, previously identified strategies, and additional strategies for consideration to address gaps in the City's housing policies;

3.2: Memorandum providing additional evaluation and refinement of selected strategies;

3.3: Memorandum summarizing information about each strategy selected for inclusion in the draft HPS, including a description of the strategy, identification of housing need being fulfilled, magnitude of the impact on the housing market, timeline for adoption, actions necessary for the City to implement the actions, and opportunities, constraints, or negative externalities associated with adoption of the strategy; and

*3.4: Notes from five focus group discussions **or one-on-one interviews** with participants of the ~~focus groups~~ **interviews** in Task 2, market rate housing developers, affordable housing developers, and other stakeholders to seek input on the potential housing strategies.*

Timeline: ~~May 2024 – December 2024~~ **September 2024 – February 2025**

TASK 4: DRAFT AND FINAL HPS REPORT

The draft HPS Report will include the following:

- Contextualized housing needs from Task 2;
- Summaries of existing measures and final proposed strategies from Task 3;
- How the City’s existing measures and final proposed strategies help to achieve fair and equitable housing outcomes, affirmatively further fair housing, and overcome discriminatory housing practices and racial segregation;
- Understanding of capacity limitations of City resources (primarily staff time and funding) for implementing the selected strategies for inclusion in the HPS; and
- A conclusion addressing the following:
 - A qualitative assessment of how the strategies collectively address the contextualized housing needs identified in the HCA and HPS;
 - Discussion of how the proposed actions, taken collectively, will increase housing options for historically marginalized communities;
 - How the City’s existing measures and proposed strategies will affirmatively further fair housing, link housing to transportation, provide access to areas with high Opportunity (such as areas with concentrations of jobs or services or accessible by transit), address needs for people facing homelessness and equitable distribution of services, create opportunities for rental housing and homeownership, and mitigate vulnerabilities to displacement and housing instability;
 - The rationale for any identified needs not being addressed; and
 - The City’s plan for monitoring progress on the housing production strategies.

Following review by the City and making revisions as needed, Consultant will produce a public review draft HPS for review and comment by the City’s Planning Commission, City Council, and the public. Following public review and comment, Consultant will produce a final HPS document.

Task 4 Consultant Deliverables:

4.1: Draft Housing Production Strategy; and

4.2: Final Housing Production Strategy.

Timeline: ~~November 2024 – March 2025~~ **January 2025 – May 2025**

Except as expressly amended above, all other terms and conditions of Contract are still in full force and effect. Contractor certifies that the representations, warranties, and certifications contained in the Contract are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Contract.

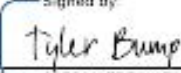
Item # 2.

**** Signature lines to follow ****

SIGNATURES:

CONTRACTOR

ECONorthwest

Signed by:
By:  Tyler Bump Tyler Bump
00E58607BE914FA

Title: Partner

Date: 8/1/2024

STATE OF OREGON by and through its Agency Department of Land Conservation and Development:

By: 

Ethan Stuckmayer, Housing Services Division Manager

Date: 8/6/2024

State of Oregon

**Contract for Services
DLCD Contract 23033**

Oregon Housing Planning and Compliance Assistance

This Contract for Services (this “Contract”) is by and between the State of Oregon, acting through its **Department of Land Conservation and Development (DLCD)**, (“Agency”) and **Economic Consultants Oregon Ltd. (DBA ECONorthwest)** (“Contractor”) and is effective as of the Effective Date.

Contractor’s Contract Administrator for this Contract is:

Agency’s Contract Administrator for this Contract is:

Cindy O’Connell, Head of Operations & Finance
222 SW Columbia Avenue, Suite 1600
Portland, OR 97201
Phone: (503) 200-5076
oconnell@econw.com

Angela Williamson– Procurement Coordinator
635 Capitol Street NE, Suite 150
Salem, OR 97301
Phone: (971) 239-2901
angela.williamson@dlcd.oregon.gov

Either party may change its Contract Administrator by providing the other with notice in compliance with Section 17.6 of this Contract.

1. Contract Term.

The “Effective Date” of this Contract is the later of the date this Contract has been fully executed by each party and approved as required by applicable law. Unless extended or terminated earlier in accordance with its terms, this Contract terminates on **June 30, 2025**. Notwithstanding this Contract expiration date, Contractor must complete all Services and submit all Deliverables under this Contract (the “Oregon Housing Planning and Compliance Assistance” or “Project”), including the submittal to Agency of all completed Deliverables and all working papers, drafts, models, files, graphic files, accompanying reports, and any other material pertinent to the Project in possession of Contractor, on or before June 30, 2025. The termination of this Contract will not extinguish or prejudice Agency’s right to enforce this Contract with respect to any default by Contractor that has not been cured.

2. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence:

- 2.1.** this Contract less all exhibits;
- 2.2.** Exhibit A (Statement of Work);
- 2.3.** Exhibit B (Required Insurance); and
- 2.4.** Exhibit D (Independent Contractor Certification).

The foregoing documents and Exhibits are attached hereto and made a part of the Contract by this reference.

3. Work.

3.1. Performance of Work. Contractor shall perform the services (the “Services”) and deliver to agency the deliverables (“Deliverables”) (collectively, “Work”) set forth in Exhibit A, the Statement of Work (the “Statement of Work”). The Statement of Work includes the delivery schedule for Deliverables and Services. Contractor shall perform the Work in accordance with the terms and conditions of this Contract.

3.2. Submission and Acceptance of Deliverables. When the Statement of Work requires Contractor to deliver Deliverables to Agency, then Contractor shall deliver Deliverables that comply with the requirements and acceptance criteria set forth in the Statement of Work. Contractor shall provide written notice to Agency upon delivery of a completed Deliverables to Agency. By no later than (i) 15 business days after receipt of such notice, or (ii) the date or period for review set forth in the Statement of Work, Agency will determine whether the Deliverables has the characteristics and otherwise meets the acceptance criteria set forth in the Statement of Work. If Agency determines that the Deliverables has the characteristics and meets acceptance criteria set forth in the Statement of Work in all material respects, Agency will notify Contractor in writing of Agency’s acceptance of the Deliverables.

3.3. Rejection of Deliverables; Corrections. If Agency determines that a Deliverables does not have the characteristics or otherwise meet the acceptance criteria set forth in the Statement of Work in all material respects, Agency will notify Contractor in writing of Agency’s rejection of the Deliverables and describe in reasonable detail in such notice the Agency’s basis for rejection of the Deliverables. Upon receipt of notice of non-acceptance, Contractor shall, within a 15 business day period, modify or improve the Deliverables at Contractor’s sole expense so that the Deliverables has the characteristics described in the Statement of Work and meets, in all material respects, the acceptance criteria, and notify the Agency in writing that it has completed such modifications or improvements and re-tender the Deliverables to Agency. Agency will thereafter review the modified or improved Deliverables within 15 business days of receipt of the Contractor’s delivery of the Deliverables. Failure of the Deliverables to have the characteristics or meet in all material respects the acceptance criteria set forth in the Statement of Work after the second submission will constitute a default by Contractor. In the event of such default, Agency may either, (i) notify Contractor of such default and instruct Contractor to modify or improve the Deliverables as set forth in this Section, or (ii) notify Contractor of such default and pursue its remedies for default provided for by law or the terms of this Contract.

4. Compensation.

4.1. Not to Exceed Compensation. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$601,123.00**. Agency will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract and will not pay for Work performed before the Effective Date or after the expiration or termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

4.2. Payments. Payments, including interim payments, to Contractor are subject to ORS 293.462, will be made only for completed and accepted Deliverables and Services, and will be made in accordance with the payment schedule and requirements set forth in Exhibit A.

- 4.3. Invoices.** Contractor shall submit invoices to DLCD at email DLCD.fiscal@dlcd.oregon.gov. Contractor may submit invoices in accordance with the payment schedule set forth in the Statement of Work or, if no payment schedule is set forth therein, then no more frequently than once per month for accepted Deliverables and Services. The invoices must describe all Services performed with particularity, including the dates Contractor performed the Services for which it is requesting payment, and by whom the Work were performed and shall itemize and explain all expenses that this Contract requires Agency to pay and for which Contractor claims reimbursement. All expenses claimed for reimbursement on the invoice must be accompanied by appropriate supporting receipts, travel logs, timesheets, or other evidentiary documentation. Each invoice must also include the total amount invoiced to date by Contractor prior to the current invoice.
- 4.4. Expenses.** Agency will not pay or reimburse any expenses incurred by Contractor during the completion of the Services except as authorized in the Statement Work or elsewhere in this Contract. Any such authorized travel expenses must comply with the Oregon Travel Policy available on the Internet at: <http://www.oregon.gov/das/cfo/sars/policies/oam/40.10.00.pdf>. All expenses submitted for reimbursement will require appropriate supporting receipts, travel logs, timesheets, or other evidentiary documentation to be included with the invoice at the time that payment is requested.
- 4.5. Funds Available and Authorized.** Contractor will not be compensated for Work performed under this Contract by any agency or department of the State of Oregon other than Agency. Agency believes it has sufficient funds currently available and authorized for expenditure to make payments under this Contract within Agency's biennial appropriation or limitation. Contractor understands and agrees that Agency's payments under this Contract are contingent on Agency receiving appropriations, limitations, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

5. Contractor's Personnel.

- 5.1. Key Persons.** Contractor acknowledges and agrees that Agency selected Contractor, and is entering into this Contract, because of the special qualifications of Contractor's key persons identified in the Statement of Work (each a "Key Person" and, together, "Key Persons"). Neither Contractor nor a Key Person may delegate performance of the powers and responsibilities that a Key Person is required to provide under this Contract to another Contractor employee, subcontractor, or agent without first obtaining the written consent of Agency. Further, Contractor may not re-assign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the Agency with the required expertise, experience, judgment, and personal attention, without first obtaining Agency's written consent to such re-assignment or transfer, which Agency will not unreasonably withhold or delay. Notwithstanding the foregoing, Contractor may replace a Key Person in the event the Key Person is no longer available due to circumstances beyond Contractor's reasonable control, such as death, illness, or termination of employment with Contractor. In the event Contractor requests that Agency approve a re-assignment or transfer of a Key Person, or if Contractor must replace a Key Person, Agency may interview, review the qualifications of, and approve or reject the proposed replacement for the Key Person. Any such replacement must have substantially equivalent or better qualifications than the Key Person being replaced. Any replacement personnel approved by Agency in writing (email acceptable) will thereafter be deemed a Key Person for purposes of

this Contract, and the Statement of Work will be deemed amended to include such Key Person.

5.2. Payment for Replacement of Key Personnel. The Contractor will not charge Agency, and Agency will not pay, for a replacement Key Person while such replacement acquires the project knowledge and skills necessary to perform the Work. Such period of non-charge will be agreed upon by the parties.

5.3. State Premises. Contractor and Contractor staff shall comply with all policies, rules, procedures, and regulations established by Agency and the State for access to and activities in and around premises controlled by Agency or any other agency of the State.

6. Independent Contractor; Responsibility For Taxes And Withholding

6.1. Independent Contractor. Contractor shall perform all Work as an independent contractor. Agency reserves the right (i) to determine and modify the delivery schedule for the Services and (ii) to evaluate the quality of the Work; however, Agency may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

6.2. No Conflicts. Contractor, by signature to this Contract, represents and warrants that Contractor's performance of the Work under this Contract creates no potential or actual conflict of interest as defined by ORS 244; and no statutes, rules or regulations of any State of Oregon or federal agency for which Contractor currently performs work would prohibit Contractor from performing the Work under this Contract.

6.3. Affiliation. Contractor understands and agrees that it is not an "officer," "employee," or "agent" of the State of Oregon, as those terms are used in ORS 30.265 or otherwise.

6.4. Taxes and Benefits. Contractor is responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless required by applicable law, Agency will not withhold from such compensation or payments any amount to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

7. Subcontracts, Successors, And Assignments

7.1. Subcontracts. Contractor shall not enter into any subcontracts for any of the Services required by this Contract without Agency's prior written consent. In addition to any other provisions Agency may require, Contractor shall include in any permitted subcontract under this Contract provisions to ensure that Agency will receive the benefit of subcontractor's performance as if the subcontractor were Contractor. Agency's consent to any subcontract does not relieve Contractor of any of its duties or obligations under this Contract.

7.2. Successors and Assigns. The provisions of this Contract are binding upon and inure to the benefit of the parties to this Contract, their respective successors, and permitted assigns, if any.

7.3. No Assignment. Contractor shall not assign or transfer any of its rights or delegate its obligations under this Contract without Agency's prior written consent.

8. Representations and Warranties.

8.1. Contractor’s General Representations and Warranties. Contractor represents and warrants to Agency that:

- 8.1.1. Contractor has the power and authority to enter into and perform this Contract;
- 8.1.2. This Contract, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms;
- 8.1.3. Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
- 8.1.4. Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
- 8.1.5. Contractor (to the best of Contractor’s knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the Effective Date, faithfully has complied with:
 - 8.1.5.1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - 8.1.5.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor’s property, operations, receipts, or income, or to Contractor’s performance of or compensation for any work performed by Contractor;
 - 8.1.5.3. Any tax provisions imposed by a political subdivision of this State that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor;
 - 8.1.5.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; and
- 8.1.6. Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.

8.2. Contractor’s Performance Warranties.

- 8.2.1. Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor shall apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with the highest standards prevalent in Contractor’s industry, trade, or profession;
- 8.2.2. The Work will materially comply with any service descriptions, specifications, standards, or requirements set forth in this Contract;
- 8.2.3. Except as otherwise provided in this Contract (including Section 9), Contractor shall transfer all Deliverables to Agency free and clear of any and all restrictions on or conditions of transfer, modification, licensing, sublicensing, direct or indirect distribution, or assignment, and free and clear of any and all liens, claims, mortgages, security interests, liabilities, and encumbrances of any kind; and

8.2.4. Except as otherwise set forth in this Contract, any subcontractors performing work for Contractor under this Contract have assigned all of their rights in the Deliverables to Contractor or Agency and no third party has any right, title or interest in any Deliverables supplied to Agency under this Contract.

8.3. Warranties Cumulative. The warranties set forth in Section 8 are in addition to, and not in lieu of, any other warranties set forth elsewhere in this Contract.

9. Ownership of Work Product.

9.1. Definitions. As used in this Section 9, and elsewhere in this Contract, the following terms have the meanings set forth below:

9.1.1. “Contractor Intellectual Property” means any intellectual property owned by Contractor and developed independently from the Services.

9.1.2. “Third Party Intellectual Property” means any intellectual property owned by parties other than Agency or Contractor.

9.1.3. “Work Product” means everything that is originally made, conceived, discovered, or reduced to practice by Contractor or Contractor’s subcontractors or agents (either alone or with others) pursuant to this Contract, including every invention, modification, discovery, design, development, customization, configuration, improvement, process, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection).

9.2. Original Works. All Work Product created by Contractor pursuant to the Services, including derivative works and compilations of Work Product, and whether or not such Work Product is considered a work made for hire or an employment to invent, is the exclusive property of Agency. Agency and Contractor agree that such Work Product is “work made for hire” of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the Work Product is not “work made for hire,” Contractor hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency’s reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in Agency. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

9.3. License in Contractor Intellectual Property. In the event that a Deliverables delivered by Contractor under this Contract is or is a derivative work based on Contractor Intellectual Property, or is a compilation that includes Contractor Intellectual Property, Contractor hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Contractor Intellectual Property employed in the Deliverables, and to authorize others to do the same on Agency’s behalf.

9.4. License in Third Party Intellectual Property. In the event that a Deliverables delivered by Contractor under this Contract is or is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Contractor shall secure on the Agency's behalf and in the name of the Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Third Party Intellectual Property employed in the Deliverables, and to authorize others to do the same on Agency's behalf.

9.5. No Rights. Except as expressly set forth in this Contract, nothing in this Contract may be construed as granting to or conferring upon Contractor any right, title, or interest in any intellectual property that is now owned or subsequently owned by Agency. Except as expressly set forth in this Contract, nothing in this Contract may be construed as granting to or conferring upon Agency any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor.

9.6. Marks. Neither party grants the other the right to use its trademarks, trade names, service marks or other designations in any promotion or publication without prior written consent. Each party grants only the licenses and rights specified in this Contract.

9.7. Competing Services. Subject to the provisions of this Section 9, and Contractor's obligations with respect to Confidential Information, including as defined in Section 10, nothing in this Contract precludes or limits in any way the right of Contractor to: (i) provide services similar to those contemplated in this Contract, or consulting or other services of any kind or nature whatsoever to any individual or entity as Contractor in its sole discretion deems appropriate, or (ii) develop for Contractor or for others, Deliverables or other materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables delivered pursuant to this Contract. Each party is free to utilize any concepts, processes, know-how, techniques, improvements, or other methods it may develop during the course of performance under this Contract free of any use restriction or payment obligation to the other.

10. Confidential Information.

10.1. Confidential Information. Contractor acknowledges that it and its employees, officers, directors, agents, or subcontractors (collectively, "Contractor Staff") may, in the course of performing the Work under this Contract, be exposed to or acquire information that is confidential to Agency or Agency's clients. Any and all information of any form (including but not limited to records, files, papers, materials, documents, and communications in written, verbal, oral and electronic form) that Contractor or any Contractor Staff may come into contact with or that is obtained by Contractor or Contractor Staff in the performance of this Contract shall be considered for the purposes of this Contract the confidential information of Agency ("Confidential Information"). Contractor shall and shall cause Contractor Staff to treat any reports or other documents or items (including software) that result from the use of Confidential Information in the same manner as the Confidential Information. Confidential Information does not include information that (i) is or becomes (other than by disclosure by Contractor or Contractor Staff acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure; (ii) is furnished by Agency to others without restrictions similar to those imposed by this Contract; (iii) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (iv) is obtained from a source other than Agency without the obligation of confidentiality, (v) is disclosed with the written consent of Agency, or; (vi) is

independently developed by Contractor or Contractor Staff who can be shown to have had no access to the Confidential Information.

10.2. Non-Disclosure. Contractor shall hold, and shall cause Contractor Staff to hold, all Confidential Information in confidence, using the highest standard of care applicable, and shall not copy, reproduce, sell, assign, license, market, transfer, distribute, or otherwise dispose of, give, make available or disclose, in whole or in part, directly or indirectly, Confidential Information to third parties (other than its authorized subcontractors), or use Confidential Information for any purposes whatsoever other than the provision of Services to Agency hereunder, and shall advise Contractor Staff of their obligations to keep Confidential Information confidential. Contractor shall assist Agency in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Agency immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract, and Contractor will at its expense cooperate with Agency in seeking injunctive or other equitable relief in the name of Agency or Contractor against any such person. Contractor shall not at any time during or after the term of this Contract, except as directed by Agency, disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract. Upon expiration or termination of this Contract or at Agency's request, Contractor shall deliver to Agency all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing and unless otherwise specified in this Contract, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of performance of the Services.

10.3. Confidentiality Policies. Contractor shall, upon Agency's request, provide its policies and procedures for safeguarding Confidential Information to Agency for Agency's review and consent. Such policies must address information conveyed in oral, written, and electronic format and include procedures for how Contractor will respond when a violation or possible violation occurs.

10.4. Injunctive Relief. Contractor acknowledges that breach of this Section 10, including disclosure of any Confidential Information, will cause irreparable injury to Agency that is inadequately compensable in damages. Accordingly, Agency may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Agency and are reasonable in scope and content.

10.5. Publicity. Contractor agrees that it will not disclose the form, content or existence of this Contract or any Deliverables in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with Agency or the State of Oregon, whether or not such disclosure, publicity or association implies an endorsement by Agency or the State of Oregon of Contractor's services, without the prior written consent of Agency.

11. Indemnity by Contractor.

11.1. Claims. Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all third party claims, suits, actions, losses, damages, liabilities, costs (including attorneys' fees) and expenses (collectively, "Claims") of any nature whatsoever resulting from, arising out of, or relating to the

activities of Contractor or its officers, employees, subcontractors, or agents under this Contract, including but not limited to, unauthorized disclosure of Confidential Information, professional malfeasance, infringement of intellectual property rights, intentional, willful, or wanton wrongful acts, and acts outside the scope of Services set forth in this Contract.

11.2. Legal Counsel. If Contractor is required to defend the State of Oregon or Agency or their officers, employees, or agents under Section 11.1, then Contractor shall select legal counsel reasonably acceptable to the Oregon Attorney General to act in the name of, or represent the interests of, the State of Oregon, Agency or their officers, employees and agents. Such legal counsel must accept appointment as a special assistant attorney general under ORS chapter 180 before such action or representation. Further, the State of Oregon, acting by and through its Department of Justice, may assume its own defense, including that of its officers, employees and agents, at any time when in the State of Oregon's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending the interests of the State of Oregon or its officers, employees and agents; (iii) important governmental interests are at stake; or (iv) the best interests of the State of Oregon are served thereby. Contractor's obligation to pay for all costs and expenses includes those incurred by the State of Oregon in assuming its own defense or that of its officers, employees, and agents under (i) and (ii) above.

11.3. Damages to State Property and Employees. Contractor is liable for all Claims for personal injury, including death, damage to real property and damage to tangible and intangible personal property of the State of Oregon or any of its employees, subcontractors or agents resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Contract.

11.4. CONTRACTOR IS NOT AUTHORIZED TO SETTLE OR COMPROMISE ANY CLAIM REFERENCED IN THIS SECTION WITHOUT THE EXPRESS WRITTEN CONSENT OF AGENCY.

12. Limitation of Liabilities.

EXCEPT FOR LIABILITY TO THIRD PERSONS ARISING OUT OF OR RELATED TO (i) SECTION 10, OR (ii) SECTION 11, IN NO EVENT WILL AGENCY BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, OR PUNITIVE, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES.

13. Insurance. Contractor shall maintain insurance as set forth in Exhibit B.

14. Default; Remedies; Termination.

14.1. Default by Contractor. Contractor will be in default under this Contract if:

14.1.1. Contractor institutes or has instituted against its insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

14.1.2. Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract and Contractor has not obtained such license or certificate within 14 calendar days after Agency's notice or such longer period as Agency may specify in such notice; or

14.1.3. Contractor commits any material breach or default of any covenant, warranty,

obligation, certification, or agreement under this Contract, fails to perform the Services under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after Agency's notice, or such longer period as Agency may specify in such notice; or

14.1.4. Contractor has liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State.

14.2. Agency's Remedies for Contractor's Default. In the event Contractor is in default under Section 14.1, Agency may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

14.2.1. Termination of this Contract under Section 14.6.2; or

14.2.2. Withholding all monies due for Work that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively; or

14.2.3. Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or

14.2.4. Exercise of its right of setoff, and withholding of amounts otherwise due and owing to Contractor, without penalty; or

14.2.5. Undertaking collection by administrative offset, or garnishment if applicable, of all monies due for Services and Deliverables to recover liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State. Offsets or garnishment may be initiated after the Contractor has been given notice if required by law.

14.3. Remedies Cumulative. The remedies set forth in Section 14.2 are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default under Sections 14.1, then Contractor will be entitled to the same remedies as if this Contract was terminated pursuant to Section 14.6.1.

14.4. Default by Agency. Agency will be in default under this Contract if:

14.4.1. Agency fails to pay Contractor any amount pursuant to the terms of this Contract, and Agency fails to cure such failure within 30 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or

14.4.2. Agency commits any material breach or default of any covenant, warranty, or obligation under this Contract, and such breach or default is not cured within 30 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

14.5. Contractor's Remedies. In the event Agency terminates this Contract under Section 14.6.1, or is in default under Section 14.4, and whether or not Contractor elects to exercise its right to terminate the Contract under Section 14.6.3, Contractor's sole monetary remedy will be (i) with respect to Services compensable at a stated rate, a claim for unpaid invoices, time worked within any limits set forth in this Contract but not yet invoiced and authorized expenses incurred and interest, subject to ORS 293.462, and (ii) with respect to Deliverables-based

Services, a claim for the sum designated for completing the Deliverables multiplied by the percentage of Services completed and accepted by Agency, less previous amounts paid and any claim(s) that Agency has against Contractor. In no event will Agency be liable to Contractor for any expenses related to termination of this Contract or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 14.5, Contractor shall pay immediately any excess to Agency upon written demand.

14.6. Termination.

14.6.1. Agency’s Right to Terminate at its Discretion. Agency may terminate this Contract:

- 14.6.1.1. Upon 30 calendar days’ prior written notice by Agency to Contractor;
- 14.6.1.2. Immediately upon written notice by Agency to Contractor if Agency fails to receive funding, appropriations, limitations, allotments, or other expenditure authority at levels sufficient to pay for the Services or Work Products; or
- 14.6.1.3. Immediately upon written notice by Agency to Contractor if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Agency’s purchase of the Services or Work Products under this Contract is prohibited, or Agency is prohibited from paying for such Services or Work Products from the planned funding source.

14.6.2. Agency’s Right to Terminate for Cause. In addition to any other rights and remedies Agency may have under this Contract, Agency may terminate this Contract immediately upon written notice by Agency to Contractor, or at such later date as Agency may establish in such notice, if Contractor is in default under Section 14.1.

14.6.3. Contractor’s Right to Terminate for Cause. Contractor may terminate this Contract immediately upon written notice to Agency, or at such later date as Contractor may establish in such notice, if Agency is in default under Section 14.4.

14.7. Return of Property. Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to Agency all of Agency’s property (including without limitation any Work for which Agency has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development and form of recordation such Agency property is expressed or embodied at that time.

14.8. Effect of Termination. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless Agency expressly directs otherwise in such notice of termination. Upon Agency's request, Contractor shall surrender to anyone Agency designates, all documents, research or objects or other tangible things needed to complete the Services and the Deliverables.

15. Compliance with Law.

15.1. Compliance with Law Generally. Contractor shall comply, and cause all subcontractors to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to this Contract and the performance of the Work. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Title V and Sections 503 and 504 of the Rehabilitation Act of

1973, as amended; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended; (viii) Section 188 of the Workforce Investment Act (WIA) of 1998, as amended; (ix) ORS Chapter 659, as amended; (x) all regulations and administrative rules established pursuant to the foregoing laws; and (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. Agency’s performance under the Contract is conditioned upon Contractor’s compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 which are incorporated by reference herein. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as “recycled product” is defined in ORS 279A.010(1)(ii)).

15.2. Compliance with Oregon Tax Laws.

15.2.1. Contractor shall, throughout the duration of this Contract, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this section, “tax laws” includes the tax laws described in Section 8.1.5.1 through 8.1.5.4.

15.2.2. Any violation of Section 15.2.1 constitutes a material breach of this Contract. Further, any violation of Contractor’s warranty in Section 8.1.5 of this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also constitutes a material breach of this Contract. Any violation entitles Agency to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

15.2.2.1. Termination of this Contract, in whole or in part;

15.2.2.2. Exercise of the right of setoff, or garnishment if applicable, and withholding of amounts otherwise due and owing to Contractor without penalty; and

15.2.2.3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Agency is entitled to recover any and all damages suffered as the result of Contractor’s breach of this Contract, including but not limited to direct, indirect, incidental, and consequential damages, costs of cure, and costs incurred in securing replacement Services.

15.2.3. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

15.3. Compliance with Federal Law. Contractor shall comply with all applicable federal laws, including, without limitation, those set forth in Exhibit D, which is attached and incorporated

into this Contract by this reference.

15.4. Pay Equity. As required by ORS 279B.235 or ORS 279C.520, as applicable, Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor’s employees in the payment of wages or other compensation for work of comparable character on the basis of an employee’s membership in a protected class. “Protected class” means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor’s compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles Agency to terminate this Contract for cause.

Contractor may not prohibit any of Contractor’s employees from discussing the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person.

16. Governing Law; Venue and Jurisdiction.

16.1. Governing Law. This Contract is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

16.2. Venue and Jurisdiction. Any claim, action, suit or proceeding between Agency (or any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Contract must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.** In no event may this section be construed as (i) a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim, action, suit or proceeding, or (ii) consent by the State of Oregon to the jurisdiction of any court.

17. Miscellaneous Provisions.

17.1. Records Maintenance; Access. Contractor shall maintain all financial records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this Contract (“Records”) in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to such financial records and other Records that are pertinent to this Contract, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such financial records and other Records for a minimum of 6 years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

17.2. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor 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 Contract. Contractor shall demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon prior to entering into this Contract.

17.3. Force Majeure. Neither Agency nor Contractor may be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of Agency or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

17.4. Survival. All rights and obligations cease upon termination or expiration of this Contract, except for the rights and obligations and declarations which expressly or by their nature survive termination of this Contract, including without limitation this Section 17.4, and provisions regarding Contract definitions, warranties and liabilities, independent Contractor status and taxes and withholding, maximum compensation, Contractor’s duties of confidentiality, ownership and license of intellectual property and Deliverables, confidentiality and non-disclosure, Contractor’s representations and warranties, control of defense and settlement, remedies, return of Agency property, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.

17.5. Time is of the Essence. Contractor agrees that time is of the essence under this Contract.

17.6. Notice. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder must be given in writing by email, personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or Agency at the email address, postal address or telephone number set forth in this Contract, or to such other addresses or numbers as either party may indicate pursuant to this Section 17.6. Any communication or notice addressed and mailed is effective five business days after mailing. Any communication or notice delivered by facsimile is effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against Agency, any notice transmitted by facsimile must be confirmed by telephone notice to Agency’s Contract Administrator. Any communication or notice given by personal delivery is effective when actually delivered. Any notice given by email is effective when the sender receives confirmation of delivery, either by return email, or by demonstrating through other technological means that the email has been delivered to the intended email address.

17.7. No Third Party Beneficiaries. Agency and Contractor are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is intended to give, or may be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

17.8. Severability. The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular term or provision

held to be invalid.

- 17.9. Merger Clause; Waiver.** This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract will bind the parties unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification, or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of Agency to enforce any provision of this Contract in one instance will not constitute a waiver by Agency of its right to enforce that or any other provision.
- 17.10. Amendments.** Agency may amend this Contract to the extent permitted by applicable statutes and administrative rules. No amendment to this Contract is effective unless it is in writing signed by the parties and has been approved as required by applicable law.
- 17.11. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed constitutes an original.
- 17.12. Oregon False Claims Act.** Contractor acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Contractor pertaining to this Contract, including the procurement process relating to this Contract, that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Contract, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Contract. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or Agency under this Contract or any other provision of law.
- 17.13. Certifications.** The individual signing on behalf of Contractor hereby:
- 17.13.1.** Certifies and swears under penalty of perjury to the best of the individual's knowledge that: (a) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, that Contractor is not in violation of any Oregon tax laws and that for a period of no fewer than six (6) calendar years preceding the Effective Date of this Contract, Contractor faithfully has complied with: (i) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules,

regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; (c) Contractor is an independent contractor as defined in ORS 670.600; and (d) the supplied Contractor tax identification numbers are true and accurate;

17.13.2. Certifies that, to the best of the undersigned’s knowledge, Contractor has not discriminated against and will not discriminate against any disadvantaged business enterprise, minority-owned business, woman-owned business, business that service-disabled veteran owns, or emerging small business certified under ORS 200.055 in obtaining any required subcontracts;

17.13.3. Certifies that Contractor has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material term of the Contract, to maintain the policy and practice in force during the entire Contract term.

17.13.4. Certifies that the information provided on the attached Exhibit E, Independent Contractor Certification, is true and correct as of the Effective Date; and

17.13.5. Certifies that Contractor and Contractor’s employees and agents are not included on the list titled “Specially Designated Nationals and Blocked Persons” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>.

[SIGNATURE BLOCKS]

CONSULTANT – ECONorthwest

By _____

Title: _____

Date: _____

STATE OF OREGON by and through its Agency Department of Land Conservation and Development:

By _____

Brenda G. Bateman, Ph.D., Director

Date: _____

Exhibit A

Statement of Work

Consultant shall complete the following projects: (1) City of Grants Pass Climate Friendly Area Residential & Commercial Development Investment Strategy, (2) Hood River County - Odell Unincorporated Community Housing and Facilities Analysis, (3) City of Joseph Housing Analysis, (4) City of Madras Housing Action Plan, (5) City of Madras Homelessness Recommendations Report, (6) City of Salem Housing Production Strategy, (7) City of Sandy Housing Production Strategy, and (8) City of Wilsonville Housing Needs and Analysis and Housing Production Strategy. The projects are described in more detail below.

(1) CITY OF GRANTS PASS CLIMATE FRIENDLY AREA RESIDENTIAL & COMMERCIAL DEVELOPMENT INVESTMENT STRATEGY

Goals and Objectives: To establish a current basis of information on economic and market conditions in Grants Pass' downtown and develop recommendations for how the City can best attract private investment to its designated Climate-Friendly Area (CFA). The study will also encompass the adjacent commercial area connecting to the riverfront to identify opportunities for how this area can better support the downtown and encourage multi-family residential and commercial development or redevelopment with a mix of uses in both areas.

TASK 1: PROJECT MANAGEMENT

Grants Pass (City) and consultant will hold a virtual kick-off meeting for the consultant to become familiar with local conditions and planning documents, for City and the consultant to confirm the project objectives and refine the project schedule, and for City to prepare for the project. The consultant will work with City to establish project expectations and familiarize themselves with city-specific concerns. The consultant will verify the action items identified through this initial meeting with City.

City and the consultant will participate in monthly phone calls or virtual meetings to monitor progress on key tasks throughout the course of the project.

Task 1 Consultant Deliverables:

- 1.1: Agenda and notes for kick-off meeting; and*
- 1.2: Agenda and notes for five virtual project management team meetings.*

Timeline: April – September 2024

TASK 2: EXISTING CONDITIONS ASSESSMENT

Task 2.1: Existing Conditions and Key Assets Data Collection

The purpose of this assessment will be to ground the rest of the process in the most recent data on local conditions to inform the team's understanding of opportunities and market conditions, including:

- Demographic and socioeconomic trends, drawing from the recent Housing Needs Analysis and Housing Production Strategy;
- Tourism and visitors, including through-traffic and visitor trends;
- Economic trends, including job growth and industry trends; and
- Real estate conditions, including vacancy, rents, building investment activity, recent development, and transactions.

The consultant will also identify key existing assets and destinations downtown and the adjacent commercial area.

Task 2.2: Existing Policies and Program Review

Consultant will review and integrate into final deliverable in subsequent tasks the following City-provided items:

- City-provided summary of the existing zoning regulations in its Central Business District and General Commercial zones that apply to the CFA and adjacent commercial area, including allowed heights, permitted and conditional uses, setback requirements, design review requirements, and parking requirements (where applicable);
- City-provided summary of existing incentives and programs applicable to the downtown area (including but not limited to Urban Renewal Area (URA) funding, Vertical Housing tax abatement, System Development Charge Grants, Construction Excise Tax - Housing Opportunity Fund); and
- Steps the City has already taken to advance economic development and housing production in the downtown.

Contingent Task 2.3: Peer Cities Comparison and Precedent Examples

Upon approval of Agency Project Management (APM), consultant shall conduct this task as directed by APM.

The consultant will evaluate three (3) peer city downtowns, as identified by the City, to identify key factors and initiatives that have made their downtowns more successful and consider whether and how those factors and initiatives could apply in the City. Consultant will also compile data on existing conditions in the peer cities using the same or similar factors as listed in Task 2.1.

Task 2 Consultant Deliverables:

- 2.1: Summary of existing conditions in a brief memorandum or slide deck; and*
- 2.3: Summary of peer cities comparison in a brief memorandum or slide deck (Contingent).*

Timeline: April – June 2024

TASK 3: OPPORTUNITIES ASSESSMENT

The purpose of the opportunities assessment is to identify how the City could leverage its existing assets, programs, and incentives, and any available additional programs or incentives to encourage development activity and investment in downtown and mixed-use development in both downtown and the adjacent commercial area.

Task 3.1: Stakeholder Interviews

The consultant will schedule interviews with five (5) development interest, as identified and introduced by City, conduct the meetings, and prepare a written summary of themes from the interviews. Findings will inform the Development Feasibility Analysis and Recommendations (Tasks 3.2 and 3.3).

Task 3.1B: In-Person Site Visit (Contingent)

Upon approval of APM, consultant shall conduct this task as directed by APM.

Consultant (one staff person) will make an in-person site visit at a time coordinated with either the kick-off meeting or the stakeholder interviews to observe the study area.

Task 3.2: Development Feasibility Analysis

The development feasibility analysis will aim to provide a data-driven foundation for informed decision-making on how the City could drive increased development activity and investment in its downtown CFA. The consultant, in consultation with City, will analyze development feasibility for three (3) hypothetical development scenarios. Each scenario will reflect a specific assumed site condition (e.g., small infill site, larger vacant property, or upper story conversion for an existing building) and potential future use(s) (e.g., commercial, multifamily, or a mix) at a specific scale. The consultant will analyze whether each scenario is likely to be feasible under current (or reasonably foreseeable) market conditions and whether the City’s existing incentives or potential additional incentives would increase feasibility. This work will be grounded in market data from Task 2 as well as information gleaned from local and regional developers and financial lenders on construction costs, financing costs, and future revenue assumptions for different product types. This task will also document additional barriers to development based on the stakeholder interviews (Task 3.1) and Existing Conditions Assessment (Task 2), such as financing and industry challenges.

Task 3.2B: Additional Development Prototype Scenarios (Contingent)

Upon approval of APM, consultant shall conduct this task as directed by APM.

The consultant will analyze three (3) additional development scenarios (other uses, site conditions, or scales of development) to supplement those in Task 3.2 and incorporate results into deliverable 3.2.

Task 3.3: Opportunities Assessment and Recommendations

The consultant will highlight the key opportunities available to the City to capitalize on its existing assets, incentive programs and potential URA investment, overcome identified barriers and challenges, and support investment in its downtown CFA and adjacent commercial area. This could include potential additional financial incentives, regulatory changes, amenity improvements, or new public/private partnerships.

Task 3 Consultant Deliverables:

- 3.1: Written summary of themes from across all five (5) interviews;*
- 3.1B: Photos from site visit (Contingent);*
- 3.2: Summary of development and financial feasibility assessment findings in a brief memorandum or slide deck;*
- 3.2B: Summary of three (3) additional development scenarios for inclusion in Task 3.2 memorandum or slide deck (Contingent); and*
- 3.3: Graphics-focused summary of the key opportunities and barriers to revitalization in City’s downtown CFA with recommendations to support investment.*

Timeline: June – September 2024

BUDGET

Consultant shall submit invoices to Agency in accordance with the payment schedule below, as described in more detail in Section 4 of the Contract.

Consultant shall submit an invoice to Agency for the amount shown below after the relevant task is completed.

Consultant must submit final invoice within 30 days of the completion of task 3 below.

TASK	BUDGET	SCHEDULE
Task 1: Kick-off and Project Management	\$3,350.00	April to September 2024
Task 2: Existing Conditions Assessment	\$8,920.00	April to June 2024

Task 3: Opportunities Assessment	\$21,550.00	June to September 2024
Contingent Tasks	\$21,390.00	
Total - Base Budget	\$33,820.00	
Total with Contingent Tasks	\$55,210.00	

(2) HOOD RIVER COUNTY ODELL UNINCORPORATED COMMUNITY HOUSING AND FACILITIES ANALYSIS

Hood River County (County) has a significant need for housing that is affordable for people who live and work here in the County. It is such a need that the Hood River County Board of Commissioners recently identified “housing diversity and affordability” as one of five main priorities for the County over the next 5-years. One of the action items identified under this goal includes supporting urbanization efforts within the community of Odell, with the eventual purpose of having Odell become an official urban unincorporated community (UUC).

This project is intended to provide a housing and public facilities assessment to understand housing needs, public facility capacity, and opportunities for Odell to become a UUC, consistent with OAR 660-022, as well as to identify potential options for future community boundaries.

The County’s goals for the project are:

- Goal 1: Engage the Odell Community on housing issues through targeted community outreach.** Odell is also a diverse community with approximately a third of its population being of Latino descent. It is important, therefore, that the consultant team include local specialists with experience in bilingual outreach to target the Latino community, including farmworkers/laborers supporting the agricultural industry of the Hood River Valley. In addition, the County will work with the consultant team to establish an advisory committee that includes a diverse segment of the community.
- Goal 2: Analyze existing housing supply, future housing needs, and capacity of public facilities to inform the future Odell UUC Plan.** The Consultant will conduct a study showing both existing housing supply and future needs based on factors unique to Odell, such as its location in the heart of the Hood River Valley where intense fruit production occurs. The consultant shall also work with local agency partners to analyze existing public facilities/infrastructure to ensure that the capacity exists to adequately accommodate current and future housing needs.
- Goal 3: Identify strategies and housing policies to meet housing needs that are fair, equitable, and in compliance with Statewide Planning Goals.** The Consultant will work with the County to identify strategies and policies from other similar communities that might benefit Odell given the unique characteristics of the community. This process will involve soliciting input from the Odell community, including residents, business owners, and other stakeholders, as well as the creation of a housing policy toolkit that seeks diversity of housing types, densities, and methods to increase available housing stocks to all members of the community.
- Goal 4: Present these findings to the Odell community for input and general support, with a clear path forward to implementation of the housing strategies.** The Consultant, with assistance from the County, will present the findings of the housing and public facility analyses at one or more public workshops and other types of targeted public outreach to gain additional input and broad support for key housing strategies for Odell. The overarching objective of this goal is to engage meaningful input from all members of the community, especially people and businesses most affected by the lack of affordable housing. The information will also be used to identify potential UUC boundary locations for consideration as the project transitions into future phases.

TASK 1: PROJECT KICK-OFF

Consultant shall hold a meeting with County to kick-off the project. At the project kick-off, Consultant will discuss expectations and familiarize themselves with county-specific concerns. The County will provide necessary information and background to provide the Consultant with context about local conditions and with County's relevant planning documents. Consultant will also use the kick-off to confirm the objectives of the project laid out in this Contract with the County, refine the project schedule established in this Contract with County (meaning add more detail as necessary to the established schedule), and provide necessary information to the County to allow it to prepare for the Project.

Consultant shall have monthly check-ins with the County to discuss major project milestones and work products, address questions, and identify follow-up actions.

The project kick-off task will also involve two (2) discussions with DLCD staff to understand the requirements of OAR 660-022 for urban unincorporated community plans. The Consultant will review Odell's past UUC planning efforts.

Consultant will work with the County to provide advice on people to include in the project advisory committee, including assistance from the outreach subconsultant (The Next Door, Inc.) to recruit diverse advisory committee members.

County staff will develop a story map for the project, which they will update with information as it becomes available.

Task 1 Consultant Deliverables:

- 1.1: Summary of major tasks and action items for the Project, if different from the Scope of Work; and*
- 1.2: Proposed Project schedule.*

Timeline: February 2024 – March 2024

TASK 2: ANALYSIS OF THE HOUSING MARKET AND HOUSING NEEDS

This task will provide information about housing needs in Odell. It will include information about the following topics for Odell and the County:

- Housing market characteristics such as types of housing, housing tenure, changes in rents, changes in housing sales prices, and recent development trends based on an analysis of building permit data;
- Demographic trends, such as population growth, forecasts for growth, age, race/ethnicity, incomes, and commuting trends;
- Housing affordability issues such as cost burden, housing affordability for different income levels, and related affordability issues;
- Buildable residential land in and around Odell, resulting in an estimate of land that could reasonably be developed with housing, accounting for existing land use patterns, location of utilities and infrastructure, and natural features that may limit development capacity, such as FEMA flood hazard areas, Stream Protection Overlay designated areas, wetlands in the National Wetland Inventory, or steep slopes; and
- For areas not currently within exceptions zoning, develop a map of soil classification to understand where high value soils are located, showing the natural features that may limit development (such as those above).

This analysis will include conducting five (5) interviews with major employers, agricultural industry representatives, and other key stakeholders to understand existing housing needs and barriers to meeting housing needs in Odell.

An early step in this analysis will be to establish a “boundary” for where this analysis will occur the boundary should include all of the existing Odell "Exception Area", as well as other surrounding non-exception areas to be considered later in the project as possible scenarios for a future Odell community boundary location.

This task will involve hosting an in-person community kick-off event in English lead by the Consultant to introduce the project and obtain input, with a focus on better understanding unmet housing needs in Odell. This event may include small group discussions, and the format of the meeting will be discussed with County staff. County staff will mail invitations to area property owners, inviting them to this meeting and to become part of the “interested parties” list. The community outreach subconsultant will assist with recruiting for this event.

The County will hold a second Spanish-speaking community kick-off event lead by the Consultant and the community outreach subconsultant, who will help recruit and advertise the community meeting to encourage participation by people who live or work in Odell from underrepresented groups. The community outreach subconsultant will translate materials for the event. The community outreach subconsultant would provide a facilitator and note taker. The Consultant shall participate in the meeting; however, it shall be led by the community outreach subconsultant.

Based on the analysis from this task, Consultant will facilitate an advisory committee meeting (via video conference) to introduce the project and present key findings about Odell’s housing needs.

Task 2 Consultant Deliverables:

- 2.1: Draft memorandum about Odell’s housing market and housing needs;*
- 2.2: BLI maps in GIS;*
- 2.3: Advisory Committee 1 materials and summary notes;*
- 2.4: Community kick-off event materials and summary in English, including meeting facilitation and presentation; and*
- 2.5: Community kick-off event materials and summary in Spanish, including meeting facilitation and presentation.*

Timeline: February 2024 – June 2024

TASK 3: PUBLIC FACILITY CAPACITY AND LIMITATIONS ANALYSIS

This task will provide information about public facility capacity in Odell. It will be based on the following:

- Contact local public service agencies/districts (water, sewer, irrigation, public works, ODOT) and make a high-level assessment of the capacity for supporting new housing by each service agency;
- Traffic analysis of three intersections in Odell, including existing traffic, future traffic volume forecast for the three boundary scenarios;
 - The detailed scope of work for this is in a separate memorandum from DKS.
- Estimate the range of potential public facility capacity in and around Odell based on discussions with public service agencies/districts, considering existing facilities and plans for future facility plans. This task will consider potential conflicts between future facility plans and potential future

zoning, answering the question of whether there are potential challenges to making land development ready; and

- Estimate the range of potential capacity for housing on buildable land (from Task 2) in and around Odell based on assumptions about future densities.

Developing the analysis may include discussions with Business Oregon staff in the Water and Wastewater Financing Program, to get feedback on issues, constraints, and considerations for public facilities in Odell. This feedback could be used to formulate recommendations to the County about future facility planning and potential future actions.

The traffic analysis will be presented as a memorandum that summarizes existing traffic conditions at three intersections in Odell and a forecast of future volumes at each of the three intersections using the three Odell boundary scenarios.

The results of this analysis will be summarized in a memorandum, which documents findings of the capacity analysis (including the traffic analysis) and an evaluation of what needs to be done for future facility plans that includes a future financial analysis of feasibility. This analysis will consider the phasing of future actions.

Based on the analysis from this task, Consultant will facilitate an advisory committee meeting (via video conference) to present key findings about public facility capacity and potential capacity on buildable lands in and around Odell.

Consultant will participate in a joint work session (in-person) with the County Planning Commission and Board of Commissioners to discuss the preliminary results of the analysis and potential UUC boundary locations.

Task 3 Consultant Deliverables:

- 3.1: Draft memorandum about public facility capacity and potential capacity on buildable lands;*
- 3.2: Traffic analysis memorandum (from traffic subconsultant);*
- 3.3: Advisory Committee 2 materials and summary notes; and*
- 3.4: Presentation materials for a joint work session to present the report to the County Planning Commission and Board of Commissioners.*

Timeline: May 2024 – September 2024

TASK 4: IDENTIFICATION OF HOUSING POLICY OPTIONS

Developing recommendations for policy options will start with identifying the types of housing that the policies will address, both in terms of characteristics of units and housing price points (based on income levels for county residents). The recommendations will consider approaches to development of rental and owner housing at a range of income levels.

The analysis will result in the development of four to six policy recommendations based on approaches used by small rural communities to support housing development, as well as housing preservation and renovation. These examples are likely to be from communities across the Western US, not limited to what cities in Oregon have done. The recommendations may include suggestions for future changes to the County’s zoning code for Odell, actions to support preservation of existing housing, actions to support development of new housing, and other actions.

Consultant shall facilitate an advisory committee meeting (via video conference) to discuss the policy options and solicit input on the recommendations.

Task 4 Consultant Deliverables:

- 4.1: Draft memorandum with recommendations for housing policy options to address unmet housing needs in Odell; and*
- 4.2: Advisory Committee 3 materials and summary notes.*

Timeline: August 2024 – November 2024

TASK 5: DRAFT AND FINAL HOUSING AND FACILITY ANALYSIS REPORT

The draft Report will include the following:

- Summary of analysis from Tasks 2, 3, and 4, with a focus on key findings; and
 - Memoranda from these tasks will become appendices to this report.
- Analysis of three (3) UUC boundary scenarios for Odell based on the potential capacity of public facilities and land, with consideration of potential demand for housing in Odell, giving special consideration to housing needs of people who live and work at businesses in or near Odell.

Consultant shall facilitate an advisory committee meeting (via video conference) to discuss the implications of the analysis of housing and public facility capacity, housing demand, housing policy recommendations, and the proposed UUC boundary scenarios.

This task will include hosting a third in-person community event lead by Consultant to present the results of the analysis and solicit feedback about the potential UUC boundaries. Consultant and County staff will decide on the meeting format, but it may be an open house to provide information to the public and answer questions. The community outreach subconsultant will follow up with participants from the Spanish-speaking meeting (in Task 2) to provide a summary of the project results (translating into Spanish) and request feedback and comments.

Consultant will facilitate an advisory committee meeting to discuss the public input on the analysis and discuss revisions to the three UUC boundary scenarios for Odell.

Consultant will participate in a joint work session (in-person) with the County Planning Commission and Board of Commissioners to present the draft report to the County Planning Commission and Board of Commissioners, providing an opportunity for public comment.

Consultant will finalize the report based on feedback at the joint work session with decision makers.

Task 5 Consultant Deliverables:

- 5.1: Draft Report;*
- 5.2: Final Report and final GIS files for the UUC boundary options;*
- 5.3: Advisory Committee 4 materials and summary notes;*
- 5.4: Community event materials and summary;*
- 5.5: Advisory Committee 5 materials and summary notes; and*
- 5.6: Presentation materials for a joint work session to present the report to the County Planning Commission and Board of Commissioners.*

Timeline: October 2024 – May 2025

BUDGET AND SCHEDULE

Consultant shall submit invoices to Agency in accordance with the payment schedule below, as described in more detail in Section 4 of the Contract.

Consultant shall submit an invoice to Agency for the amount shown below after the relevant task is completed.

Consultant must submit final invoice within 30 days of the completion of task 5 below.

Task	Budget	Schedule
Task 1: Project Kickoff and Project Management	\$7,080	February – March 2024
Task 2: Analysis of the Housing Market and Housing Needs	\$36,660	February – June 2024
Task 3: Public Facility Capacity and Limitations Analysis	\$31,590	May – September 2024
Task 4: Identification of Housing Policy Options	\$17,890	August – November 2024
Task 5: Draft and Final Housing and Facility Analysis Report	\$23,830	October 2024 – May 2025
Total	\$117,050	

(3) CITY OF JOSEPH HOUSING ANALYSIS

The City of Joseph (City) is working with the Rural Planning Assistance Program, the Rural Engagement & Vitality (REV) Center, ECONorthwest (Consultant), and Eastern Oregon University (EOU) to develop an analysis of City’s housing market and policy opportunities to support development of new housing. The purpose of the analysis is to facilitate the production of new housing in the City, update the City’s housing policies, potentially prepare the City for a potential future Urban Growth Boundary expansion, and provide EOU students, particularly interns, with hands-on learning opportunities that connect with coursework.

Completion of this project will be a partnership among the six organizations working on this project, as discussed throughout this scope: City, Consultant, Eastern Oregon University (EOU), Rural Engagement and Vitality Center (REV), and the Department of Land Conservation and Development (DLCD).

TASK 1: PROJECT KICKOFF

The purpose of the project kick-off is for Consultant to become familiar with local conditions and with City’s planning documents, for the parties to confirm the objectives of the project and refine the project schedule, and for the City to prepare for the Project.

Consultant will facilitate a meeting with City, REV staff, and EOU faculty to confirm project expectations and familiarize themselves with city-specific concerns. Consultant will verify the action items identified through this initial conference call with the City and will develop and share a proposed schedule for the actions required for the completion of all tasks. The level of detail required for the proposed project schedule should be determined by mutual agreement by the City, REV staff, EOU faculty, and the Consultant.

Consultant will have monthly check-ins with the City to discuss major project milestones and work products, address questions, and identify follow-up actions.

Consultant will have monthly check-ins with EOU and REV staff to discuss the on-going work and upcoming work and plan for student engagement.

Task 1 Consultant Deliverables:

- 1.1: Summary of major tasks and action items for the Project, if different from the Scope of Work; and*
- 1.2: Proposed Project schedule.*

Timeline: February 2024 – March 2024

TASK 2: BUILDABLE LANDS INVENTORY

Consultant will prepare a draft buildable lands inventory (BLI) consistent with OAR chapter 660, division 8. The BLI will be used to determine how much developable land is within the City UGB by Comprehensive Plan Designation (or zone).

The inventory will provide a comprehensive inventory of buildable residential and mixed-use lands within the City UGB. The inventory must identify the current status of land, in categories such as vacant, undevelopable, partially vacant, developed, potentially redevelopable, and public. For land that is vacant and partially vacant, the inventory must identify constraints that fully or partially prohibit future development, resulting in an inventory of buildable residential and mixed-use land.

The products of the BLI will be a memorandum presenting the BLI results and approach, summary of buildable lands in tabular form, and maps that show the location of vacant and partially vacant unconstrained land. The BLI will be produced in a GIS-compatible format.

Consultant will work with EOU student interns to develop the BLI. Consultant shall “guest lecture” to explain a BLI at one class of EOU’s classes. Consultant staff will work directly with interns to obtain data, develop a methodology memorandum, and develop the BLI analysis. Consultant will work with EOU staff to walk interns through the analysis and review the analysis for accurate results.

Consultant will work with the EOU interns to present and explain the BLI results and methodology at an in-person joint work session of the City Council and Planning Commission (combined with a presentation of the market analysis in Task 3).

Task 2 Consultant Deliverable:

2.1: Assistance developing draft and final BLI results, narrative, and methodology, including summary tables and maps;

2.2: The results of the BLI will be incorporated into the final report in Task 5);

2.3: Leading presentation at the joint work session with the City Council and Planning Commission; and

2.4: Lecture at three classes about developing a BLI. Work sessions with Consultant staff, interns, and EOU staff to work on developing the BLI analysis.

Timeline: January 2024 – June 2024

TASK 3: ANALYSIS OF THE HOUSING MARKET AND HOUSING NEED

This task will provide information about housing needs in City. It will include information about the following topics for the City and Wallowa County:

- Housing market characteristics such as types of housing, housing tenure, changes in rents, changes in housing sales prices, second and vacation homes (to the extent data is available), and recent development trends based on an analysis of building permit data (if data is available from the county or cities);
- Demographic trends, such as population growth, forecasts for growth, age, race/ethnicity, incomes, and commuting trends; and
- Housing affordability issues such as cost burden, housing affordability for different income levels, and related affordability issues.

Consultant shall work with EOU student interns to develop the analysis by helping interns learn how to pull Census data, work with that data in Excel to create graphs and tables and write up the analysis. EOU faculty

will help work with interns in completing the analysis and with the write up, with a focus on producing a clear and concise write up.

This task will involve conducting five (5) interviews with knowledgeable stakeholders in the City, such as Wallowa Resources, decision makers knowledgeable about housing needs, and social service agencies or nonprofits. The purpose of the interviews is to provide additional context to the key findings of the housing analysis to better understand barriers to meeting housing needs in City. The key findings from the interviews will be summarized in a memorandum.

Consultant will work with the EOU interns to present and explain the housing analysis results at an in-person joint work session of the City Council and Planning Commission (combined with a presentation of the BLI analysis in Task 2).

Consultant will present at two (2) class sessions about conducting housing market and needs analysis. Consultant will work directly with interns on pulling Census and other applicable data and analysis in Excel of that data. Consultant will provide examples and guidance on writing the technical memorandum summarizing the analysis and key findings.

DLCD staff will make a presentation to EOU’s class about how the system for evaluating housing needs is changing.

Task 3 Consultant Deliverables:

- 3.1: Draft and final analysis of City’s housing market and needs memorandum, including incorporating the results of the interviews into the memorandum. The results of the housing analysis will be incorporated into the final report in Task 5;*
- 3.2: Presentation materials for the joint work session with the City Council and Planning Commission;*
- 3.3: Presentation materials for two classes conducting housing market and needs analysis; and*
- 3.4: Technical memorandum to summarize the analysis and key findings from the work sessions with interns about pulling data, analysis in Excel, and writing.*

Timeline: January 2024 – June 2024

TASK 4: IDENTIFICATION OF HOUSING POLICY OPTIONS

This task will start with identifying barriers to accessing housing that is affordable for people living within the City and Wallowa County and barriers to developing housing in City. It will include developing recommendations for overcoming those barriers to housing development, as well as revisions to the City’s existing Residential Comprehensive Plan policies.

Task 4.1: Identification of Barriers to Accessing and Developing Housing

This task will identify the barriers to housing development in City, incorporating data from Task 2 and 3 into the analysis, as appropriate. This analysis will consider limiting factors to accessing housing, especially affordable housing in City. It will also consider limiting factors for building housing in City, such as land availability and infrastructure availability, contractor availability, and other factors.

This task will be based on discussion with municipal staff and officials, as well as stakeholders knowledgeable about development in City and Wallowa County.

The product of this analysis will be a memorandum identifying and describing the barriers.

The task will involve developing a survey of City residents about housing needs and barriers. The survey would be an opt-in on-line survey, with the City possibly offering an incentive to participate in the survey. Consultant

will assist with developing the survey questions. REV will administer the on-line survey. EOU interns will do the analysis and summary of survey results with oversight from EOU faculty and staff.

Task 4.2: Identification of Housing Policy Recommendations

Developing recommendations for policy options will start with identifying the types of housing that the policies will address, both in terms of characteristics of units and housing price points (based on income levels for county residents). The recommendations will consider approaches to development of rental and owner housing at a range of income levels.

The analysis will result in the development of four to six policy recommendations based on approaches used by small rural communities to support housing development, as well as housing preservation and renovation. These examples are likely to be from communities across the Western US, not limited to what cities in Oregon have done. The recommendations may include changes to City’s zoning code, actions to support preservation of existing housing, actions to support development of new housing, and other actions.

In addition, the analysis will include recommendations for changes in the City’s Residential Comprehensive Plan policies.

The task will involve reaching back out to stakeholders interviewed in Task 3 about the recommendations for housing policy changes, asking for input about the proposed changes, especially considering potential unexpected results of the actions.

Consultant will present at one class session about housing policy analysis, discussing the types of policies commonly used by cities to support housing development.

Consultant will facilitate four discussions, or a different amount if agreed upon by both parties, with City and students about potential policy ideas, to assess which may be the best fit for City.

Consultant will work with EOU interns to develop the analysis and write the conclusions in a memorandum.

Consultant will work with the EOU interns to present and explain the barriers to accessing housing and potential approaches to overcoming these barriers at an in-person joint work session of the City Council and Planning Commission.

Task 4 Consultant Deliverables:

- 4.1: Draft and final analysis of housing barriers and recommendations memorandum. The results of the housing barriers and recommendations will be incorporated into the final report in Task 5;*
- 4.2: Draft and final recommendations for changes to City’s Residential Comprehensive Plan policies;*
- 4.3: Presentation materials for one class about housing policy analysis;*
- 4.4: Presentation materials for the joint work session with the City Council and Planning Commission;*
and
- 4.5: Survey questions.*

Timeline: July 2024 – March 2025

TASK 5: DRAFT AND FINAL REPORT

Consultant will work with EOU student interns to summarize key findings of the analysis (from Tasks 2, 3, and 4) into a final report. EOU faculty will help work with interns in drafting the write up, with a focus on producing a clear and concise write up.

Task 5 Consultant Deliverables:

5.1: Draft and final analysis report that summarizes key findings from the analysis.

Timeline: March 2025 – May 2025

BUDGET AND SCHEDULE

Consultant shall submit invoices to Agency in accordance with the payment schedule below, as described in more detail in Section 4 of the Contract.

Consultant shall submit an invoice to Agency for the amount shown below after the relevant task is completed.

Consultant must submit final invoice within 30 days of the completion of task 5 below.

Task	Budget	Schedule
Task 1: Project Kickoff	\$3,620	February to March 2024
Task 2: Buildable Lands Inventory	\$21,116	January 2024 to June 2024
Task 3: Analysis of the Housing Market and Housing Needs	\$19,090	January 2024 to June 2024
Task 4: Identification of Housing Policy Options	\$21,626	July 2024 to March 2025
Task 5: Draft and Final HPS Report	\$9,840	March 2025 to May 2025
Total	\$75,293	

(4) CITY OF MADRAS HOUSING ACTION PLAN

The City of Madras (City) adopted and started to implement the *Madras Housing Action Plan* (MHAP) in 2019, which included numerous actions to support housing development in City. The City just completed a *Housing Capacity Analysis* (HCA) in June 2023. ECONorthwest (Consultant) worked with the City to develop both reports.

The HCA showed that the City’s housing market improved, along with the City’s implementation of key actions in the MHAP. The HCA also showed that the City still has substantial unmet housing needs, especially for households with income below the Jefferson County Median Family Income (MFI) of \$71,600 in 2022. The analysis showed that 40% of the City’s households were cost burdened, including 53% of renter households. About half of City’s households had income below \$36,000 (50% of MFI for a household of four people) and about 15% had income between \$36,000 and \$57,000 (50% to 80% of MFI for a household of four people).

This information illustrates that the City’s housing market, while improved, is not able to meet need for housing working people and retirees in City. The City wants to update its *Housing Action Plan* to focus on actions that support development of housing that is affordable for people to live and work in City.

TASK 1: PROJECT KICK-OFF

Consultant will hold a meeting with City to discuss the purpose of the project and to revise the project scope and schedule as needed. This will also include identification of key issues for the project, including potential obstacles for developing the strategy and desired outcomes of the project.

The product of the project kick-off will be revisions to the project scope and schedule, as well as identification of key issues and barriers to housing development.

Task 1 Consultant Deliverables:

1.1: Summary of major tasks and action items for the Project, if different from the Scope of Work; and

1.2: Proposed Project schedule.

Timeline: February 2024 – March 2024

TASK 2: EVALUATION OF HOUSING DEVELOPMENT BARRIERS

Consultant will develop the identification of barriers through a combination of technical analysis, review of City' development code, and interviews with key stakeholders. Initial discussions with the City indicate that the following issues are barriers to development of housing affordable at 120% of MFI and below.

- **Code barriers.** The City' zoning code may have barriers to development of housing including barriers to development of new manufactured and prefabricated housing (on individual lots and in housing parks); rehabilitation of existing housing; opportunities for decreasing lot size for single-unit detached housing in existing residential zones, the lack of a zone where only multi-unit housing is allowed at higher densities; and need to modify the City's Master Plan requirements. Review of the City's development code may reveal other opportunities for code changes.
- **Financial support for housing development.** The City needs development of more housing that is deed restricted for long-term affordability but not necessarily linked to standard financing sources, like Low Income Housing Tax Credits, as some of these financing sources are becoming more competitive and difficult to access. In addition, City may want to evaluate ways to use its existing Urban Renewal Plan to support development of more moderately priced multi-unit housing (whether deed restricted or not). The City may also want to evaluate ways to fund rehabilitation of existing affordable housing.
- **Stakeholder Partnerships.** Development of affordable housing, especially housing for homeownership, and rehabilitation of affordable housing will require growing existing partnerships and developing new partnerships.

This task will involve evaluation of these topics, considering the issues discussed above and other issues related to these topics. It will include a summary of unmet housing needs from the 2023 HCA and a summary of key housing policy changes the City has taken since 2019, including items from the existing City Housing Action Plan that the City has implemented.

Task 2.1: Code Review

The purpose of this task is to review the City's zoning code and identify current development standards and potential changes to lower housing development barriers. Consultant will begin with examination of the issues identified above about manufactured and prefabricated housing, an exclusive multiunit zone, and the City's Master Plan Requirements. Consultant will discuss zoning barriers in the stakeholder interviews, to identify other issues to examine.

Task 2.2: Financial Analysis

This task will evaluate potential local funding sources and financial incentives (e.g., property tax abatements) that could financially support affordable or moderately priced market-rate housing development. This may include evaluating potential changes to the way the City uses urban renewal funding to support moderately-priced market-rate development, evaluation of whether a tax abatement such as the Multiple Unit Property Tax Exemption (MUPTEx) could be helpful in supporting moderately-priced market-rate housing production. The analysis will include evaluation of potential sources of funding to support rehabilitation of existing housing, considering opportunities to build on existing rehabilitation programs. It will also include a summary of new state funding opportunities and how the City can best leverage or support affordable housing developers in accessing the available resources.

Task 2.3: Stakeholder Interviews

Consultant will work with the City to identify stakeholders to interview, focusing on real estate professionals, developers, affordable housing developers, organizations that address housing needs for lower-income renters, organizations with existing rehabilitation programs, and land trusts that develop affordable ownership housing. Broadly speaking the discussions with stakeholders will cover the following questions:

- What are the regulatory, financial/market, and other barriers to developing housing in the City, both market-rate and affordable housing?
- What can City do to support developing housing that is affordable to people who work in City?
- What are the most significant changes that would need to occur to develop other types of housing in the City (e.g. policies, industry issues, economics, financing)?
- What would City need to do to support expansion of housing-supportive programs, like a land trust, into City?

The product of this task will be technical appendices to the Action Plan that present the results of the technical analysis, code review, and the assessment of housing barriers from discussions with stakeholders.

Task 2 Consultant Deliverables:

- 2.1: Summary memorandum of housing development barriers and analysis; and*
- 2.2: Summary memorandum of key findings from stakeholder interviews about development barriers.*

Timeline: February 2024 – August 2024

TASK 3: EVALUATION OF ACTIONS TO SUPPORT AFFORDABLE HOUSING DEVELOPMENT

Based on the analysis in Task 2, Consultant will work with City to identify six (6) actions, unless a different amount is agreed upon by both parties, to stimulate the development of affordable and moderately-priced market-rate housing and to preserve and rehabilitate existing lower-cost housing.

Consultant will describe each action and provide a preliminary assessment of the impact of actions for housing development and preservation. The analysis of impact will be high-level, indicating the direction and magnitude of the impact of each tool.

Consultant will present the preliminary evaluation of the actions to the City Planning Commission and City Council.

Task 3 Consultant Deliverables:

- 3.1: Memorandum describing the actions to stimulate development of affordable housing;*
- 3.2: Presentation materials for a City Planning Commission meeting; and*
- 3.3: Presentation materials for a City Council meeting.*

Timeline: August 2024 – December 2024

TASK 4: REVISED CITY HOUSING ACTION PLAN REPORT

Consultant will update the *City Housing Action Plan* to propose new or updated actions to address the housing needs discussed in this scope of work. It may also identify which actions the City has already completed and include information about other actions identified in the 2018 *Action Plan* that are not identified as high-priority in this update that the City may want to keep in the Action Plan for future action.

The strategy will focus on the tools reviewed in Task 3 and the analysis developed in Task 2. The report will recommend an overall affordable housing approach that makes sense for City relative to target housing types

and income levels served. The housing strategy will include actions to evaluate and measure the City’s progress on completing each action.

Consultant will present the Revised Housing Action Plan to the City Planning Commission and City Council.

The product of this task will include a report with the final draft Revised Housing Action Plan.

Task 4 Consultant Deliverables:

- 4.1: Draft update to the City Housing Action Plan Report;
- 4.2: Final revised City Housing Action Plan Report;
- 4.3: Presentation materials for a City Planning Commission meeting; and
- 4.4: Presentation materials for a City Council meeting.

Timeline: December 2024 – May 2025

BUDGET AND SCHEDULE

Consultant shall submit invoices to Agency in accordance with the payment schedule below, as described in more detail in Section 4 of the Contract.

Consultant shall submit an invoice to Agency for the amount shown below after the relevant task is completed.

Consultant must submit final invoice within 30 days of the completion of task 4 below.

Task	Schedule	Budget
Task 1: Project Kickoff	February to March 2024	\$3,000
Task 2: Evaluation of Housing Development Barriers	February 2024 to August 2024	\$28,000
Task 3: Evaluation of Actions to Support Affordable Housing Development	August 2024 to December 2024	\$17,000
Task 4: Revised Madras Housing Action Plan Report	December 2024 to May 2025	\$12,000
Total		\$60,000

(5) CITY OF MADRAS HOMELESSNESS RECOMMENDATIONS REPORT

The City of Madras (City) is home to numerous people experiencing homelessness and living precariously on the verge of homelessness. Homelessness can range from people living doubled up with friends and family, families sleeping in their cars or RVs, people sleeping on unsanctioned campsites or in encampments, or people living semi-permanently at emergency shelters. Homelessness is a complex problem that lies at the intersection of poverty, housing availability and cost, culture, and behavioral health.

The nature of homelessness has changed in many areas in recent years, either in scale, intensity, duration, or amongst the population of people experiencing homelessness. In many areas the legal and political nature surrounding homelessness has also changed, as communities grapple with rising costs of living, the undersupply of low-cost housing, and encampments in public spaces encroaching on other areas of life.

The City has requested this scope of work outlining an approach to prepare a Homeless Recommendations Report for the City. The City desires a plan that will shed light on the needs of the City’s homeless population, the types of interventions that could ameliorate people’s experiences while homeless, and the programs and services that could move people into permanent housing faster and more effectively. The report will draw

from insights gained throughout the following tasks—primarily via stakeholder engagement with those experiencing, impacted by, and working to solve, City’s homelessness. It will also draw on best practices from the literature and Consultant’s experience conducting this work in other regions and other parts of the state. The final recommendations report will offer a variety of strategies and actions to a wide array of stakeholders (the “audience” will be the community at large, in addition to elected leaders and service providers) that can be evaluated and implemented over time.

TASK 1: PROJECT KICKOFF & ONGOING MANAGEMENT

Consultant will host a project kickoff meeting with the core project team, primarily the main points of contact at the city and the Consultant project staff. The purpose of the meeting is to make introductions, set communication protocols, review the project scope and schedule, and make any clarifications or changes as needed. This is an opportunity to ensure the Consultant is answering the City’s key questions driving the study. The meeting will also include a discussion of the geographic study area, potential stakeholders to connect with, and potential obstacles to achieving the desired outcomes of the project. This task also includes time for ongoing project management, such as check-in meetings with the City as the project progresses.

Task 1 Deliverables:

- 1.1: Email summarizing agreed-upon revisions to the project scope and schedule, if needed; and*
- 1.2: Action item summaries from ongoing check-in meetings.*

Timeline: April 2024

TASK 2: HOUSING MARKET, HOMELESSNESS PROGRAM, AND POPULATION RESEARCH

Consultant will conduct general research into the City’s housing market, its population, and the demographics of those experiencing homelessness. This task will evaluate the City’s housing market in the context of overall costs, vacancies, and the availability of low-cost housing and shelters, and will primarily draw on other published research and data. Consultant will use any relevant data and information, including those from the Jefferson County Public Health Department & the Jefferson County Faith Based Network.

Task 2 Deliverables:

- 2.1: Information on the City’s housing market, its population, and the demographics of those experiencing homelessness.*

Timeline: May 2024

TASK 3: COMMUNITY ENGAGEMENT

The core findings and recommendations for the Homelessness Recommendations Report will come from the community. Consultant will aim to solicit information from across the spectrum of homelessness - those experiencing it and living at risk of homelessness, to those providing services and running programs, to those impacted by homelessness (such as public sector departments like fire, public works, parks, or police and business owners), to those setting policy making decisions. It is important to identify the gaps in programs and services that currently exist so that the recommendations accurately reflect the needs and desires of the community.

Task 3.1: City Council Presentations

Consultant will present to City Council twice throughout the project. The first will be to introduce the Homelessness Recommendations Report effort, the scope and scale of the project, and the team members. This will also be an opportunity to solicit early input from City Councilmembers about the types of recommendations that will be most helpful or realistic for implementation.

The second presentation will be when the Consultant has the draft recommendations. This will be an opportunity for Councilmembers to provide feedback, assist in prioritization, adjust how the recommendations are framed or evaluated, and understand the direction of the report before it is finalized. At least one presentation will be virtual.

Task 3.2: Homeless Advisory Committee

Consultant will connect with the City’s Homeless Advisory Committee to gain its perspective about the gaps in programs and services, solicit early input on recommendations, and help prioritize potential solutions. This group will likely be able to offer ideas and contact information for people to interview in Task 3.3 and may have practitioners who can assist in recruiting and hosting a focus group.

Task 3.3: Targeted Interviews

Consultant will conduct targeted interviews (one-on-one or small groups) with public sector staff, nonprofit service providers, shelter operators, and other individuals actively working in this space. Consultant will conduct eight (8) interviews. The interviews will help identify the programs and services available to people experiencing homelessness, the ways in which the area’s programs and services could improve, as well as individuals for focus groups in Task 3.3.

If directed by the City, some of these interviews may be directed toward service providers in neighboring cities or counties, such as those in Deschutes County. Given that there are additional resources available in Bend and Deschutes County for people experiencing homelessness in Central Oregon, and the resources that the Central Oregon Intergovernmental Council (COIC) has, it may be worthwhile to engage service providers to understand the potential for geographic service expansions into the City.

Task 3.4: Focus Group

Consultant will conduct 1-2 focus groups, unless a different amount is agreed upon by both parties, with people with lived experiences navigating the homeless services and programs offered in the City. Consultant will work with the City and interviewees in Task 3.2 to identify whether in-person or virtual focus groups (or both) would be most appropriate, as well as logistics for conducting the meetings. The goals are to hear first-person experiences navigating homelessness in this community, including interactions with law enforcement, outreach workers, service providers, shelters, public sector staff, and housing providers. Consultant will ask questions directly relating to how services and programs across the City’s homelessness system could work better, including questions about prevention. Findings from this task will be incorporated into chapters in the Recommendations Report in Task 4.

Task 3 Deliverables:

- 3.1: Presentation materials for two presentations to the City Council;*
- 3.2: Notes from engagement with the Madras Homeless Advisory Committee;*
- 3.3: Notes from eight targeted interviews with key stakeholders; and*
- 3.4: Notes from two focus groups with people with lived experience.*

Timeline: June – July 2024

TASK 4: DEVELOP HOMELESSNESS RECOMMENDATIONS REPORT

Consultant will develop the Homelessness Recommendations Report outlining actionable steps the City could take to reduce and prevent homelessness and strengthen the social supports for people who are experiencing homelessness. The plan will include an evaluation of 10 strategic actions unless is agreed upon by both parties, that are within the City’s control and would improve housing outcomes for the target population. It is likely that these actions, would span service and programmatic changes, shifts in funding, housing production focused actions, or the development or encouragement of a range of sheltering and permanent housing option types with proven, evidence-based solutions that will end people’s homelessness

and minimize re-entry. Each action will be evaluated to consider important trade-offs such as length of time to deploy or scale of impact and will include potential implementation steps and key decisions needed.

Consultant will prepare a draft Recommendations Report that provides an overview of the project and community engagement efforts, includes data supporting the problem statement, steps through the gap analysis findings, and then evaluates the potential actions for change. Task 4 includes a presentation of the draft recommendations to the City Council, but this task allows time for one other virtual presentation of the final plan and recommendations, such as to a community group.

Task 4 Deliverables:

- 4.1: Draft Homelessness Recommendations Report in Microsoft Word evaluating actions that a wide array of stakeholders in the community can take to improve housing outcomes for people at risk of and experiencing homelessness in the area;
- 4.2: Final version of the Homelessness Recommendations Report with the incorporation of one round of the City’s feedback; and
- 4.3: One PowerPoint presentation for delivering the final results and report to staff, elected officials, or other stakeholders.

Timeline: June – August 2024

BUDGET AND SCHEDULE

Consultant shall submit invoices to Agency in accordance with the payment schedule below, as described in more detail in Section 4 of the Contract.

Consultant shall submit an invoice to Agency for the amount shown below after the relevant task is completed.

Consultant must submit final invoice within 30 days of the completion of task 4 below.

This project will span about five months from contract execution to completion. The schedule may be adjusted to go through hearings or a formal adoption process by the City Council if agreed upon by both parties.

TASK	SCHEDULE	BUDGET
Task 1: Project Kickoff	April 2024	\$5,000
Task 2: Homeless Service Gap Analysis	May 2024	\$5,000
Task 3: Community Engagement	June – July 2024	\$15,000
Task 4: Develop Homelessness Recommendations Report	June - August 2024	\$15,000
TOTAL		\$40,000

(6) CITY OF SALEM HOUSING PRODUCTION STRATEGY

The City of Salem (City) is engaging with ECONorthwest (Consultant) to develop a Housing Production Strategy (HPS) that will provide a City-led action plan to meet the housing needs of Salem’s residents. This HPS will further the City’s efforts to encourage housing choices, access, and affordability, while promoting equity and mitigating displacement. The HPS should consider and integrate key policies that the City plans to take to implement meet the requirements of Climate Friendly Equitable Communities (CFEC).

TASK 1: PROJECT KICKOFF

Consultant shall hold a meeting with City to kick-off the project. Consultant will contact City via conference call, or in person to inquire about establishing project expectations and familiarize themselves with city-specific concerns. At the project kick-off, Consultant will obtain necessary information and background from City to familiarize Consultant with local conditions and planning documents. Consultant will also use the kick-off to confirm the objectives of the project laid out in this Contract with the City, refine the project schedule established in this Contract with City (meaning add more detail as necessary to the established schedule), and provide necessary information to allow the City to prepare for the Project.

Consultant will have monthly check-ins with the City to discuss major project milestones and work products, address questions, and identify follow-up actions.

Task 1 Consultant Deliverables:

- 1.1: Summary of major tasks and action items for the Project, if different from the Scope of Work; and*
- 1.2: Proposed Project schedule.*

Timeline: February – March 2024

TASK 2: CONTEXTUALIZED HOUSING NEED**Task 2.1: Data Collection and Analysis**

Consultant will gather relevant data from the City’s Consolidated Plan, Comprehensive Plan, Housing Capacity Analysis, Oregon Housing Needs Analysis, Salem’s Permitting Efficiency Study, Salem’s Walkable Mixed-use Area Study (CFEC study), anti-displacement analysis from the CFEC project, Salem’s Consolidated Plan and Annual Action Plan, and other available sources (with assistance from City to understand Salem’s existing programs) as needed for the HPS to determine and describe current and future housing needs in the context of population and market trends. The City will provide Consultant access to all relevant available local data.

The analysis of contextualized housing needs will include:

- Socio-economic and demographic trends of a jurisdiction’s population, disaggregated by race to the extent possible with available data;
- Market conditions affecting the provision of needed housing (including key conclusions from the analysis in Task 3);
- Existing and expected barriers to the development of needed housing;
- Housing need for those experiencing homelessness, using the best available data;
- Percentage of Rent Burdened Households;
- Housing by Tenure (owner vs renter);
- Percentage of housing stock that is market rate vs. subsidized;
- Units that are in the development pipeline by housing type;
- Existing households by income level in Salem (adding in new units from the OHNA when available in January 2025); and
- Housing production targets allocated by the Oregon Department of Administrative Services (available in January 2025)

The analysis of contextualized housing needs will also draw on information gathered through engagement with housing consumers, including underrepresented communities. It will incorporate key findings of the Climate Friendly Area Market Analysis in Task 3.

Task 2.2: Outreach and Engagement

Outreach and engagement in the HPS will focus on discussions (focus groups) with stakeholder groups about existing housing needs and input on actions under consideration for the HPS, as described below and in Task 4.

This outreach will build on previously conducted research regarding housing needs over the last several years. In developing the HPS (in Task 5) the Consultant, in collaboration with the City, will describe how the outcomes of this prior engagement lead to selection of specific actions in the HPS.

Consultant will help the City plan and execute four focus groups as part of Task 2, with community partners, nonprofits, and the Salem Housing Authority. The purpose of the focus groups is to gain an understanding of unmet housing needs of the following groups: renters, low-income households, Hispanic/Latinx residents, other racial and ethnic minorities and immigrant or refugee communities, veterans, people with disabilities, seniors, agricultural workers, and formerly and currently homeless people. Consultant will help plan the engagements, including facilitating the focus groups and summarizing discussions at the focus groups. One of these focus groups may be with the Equity Round Table if directed by the City. Consultant will work with City to follow up with focus group participants to explain how their input will be used in the HPS.

Consultant will participate in and present at a public webinar meeting to introduce the project to the public, presenting the key findings of the analysis of unmet housing needs. The meeting will provide an opportunity for questions and answers.

Consultant will participate in and present at a joint Planning Commission and City Council work session to discuss key findings of the analysis of unmet housing needs. A focus of the meeting may be renter cost burden, discussing the barriers to access and developing affordable housing and potential approaches to overcoming these barriers, as determined by the City. If this is a public meeting, it may be structured as Salem’s HB 4006 meeting. The meeting will also begin the discussion of potential strategies to meet housing needs.

Task 2.3: Summary Document

Following data analysis and synthesis of outreach, Consultant will produce a summary of contextualized housing needs. While this will initially be produced as a stand-alone memorandum, it will later become a section of the HPS.

Task 2 Consultant Deliverables:

- 2.1: Contextualized Housing Needs memorandum;*
- 2.2: Summary of the results of four (4) focus group discussions with stakeholders;*
- 2.3: Presentation materials for a public webinar about the project; and*
- 2.4: Presentation materials for a joint Planning Commission and City Council work session.*

Timeline: February – July 2024

TASK 3: CLIMATE FRIENDLY AREA MARKET ANALYSIS

Consultant will conduct a market and development feasibility analysis for targeted mixed-use areas where the City is hoping to focus growth and higher-density housing production. This analysis will inform the selection of potential strategies to encourage housing and mixed-use development in areas zoned mixed use within the city, including potential Climate Friendly Areas (CFAs). Consultant will evaluate development feasibility for several different scales and forms of multifamily residential and mixed-use development using “development prototypes” (hypothetical examples informed by relevant real-world developments) to test feasibility under current or reasonably foreseeable market conditions. The development prototypes will be selected to compare the feasibility of development at different heights, densities, and parking ratios and to compare feasibility of stand-alone residential compared to mixed-use development. Where the analysis suggests development may not be feasible, Consultant will test the potential impact of financial incentives such as tax

abatements and other measures to reduce development costs. Consultant will analyze feasibility of 5 to 8 prototypes, to be selected in consultation with the City, in five (5) geographies reflecting different market conditions and contexts. Consultant will gather local market data and conduct three (3) interviews with local development industry experts to refine market and cost assumptions and gather qualitative input on key drivers of development feasibility in the Salem market. Consultant will summarize development prototype characteristics, market conditions, and key development cost assumptions in a brief technical memorandum or slide deck, followed by an expanded memorandum, or slide deck that incorporates a summary of results and implications.

The key findings of this analysis will be integrated with other housing market information, as part of developing the draft HPS in Task 5.

Task 3 Consultant Deliverables:

- 3.1: Summary of approach, prototypes, and key assumptions (brief memorandum or slide deck); and*
- 3.2: Summary of results and implications (memorandum or slide deck, building on first deliverable).*

Timeline: February 2024 – September 2024

TASK 4: STRATEGIES TO ACCOMMODATE FUTURE HOUSING NEED

Task 4.1: Summary of Existing Policies and Past Recommendations

Consultant will review and provide input on a City-provided summary of measures already adopted that promote the development of needed housing, and existing practices that affirmatively further fair housing, link housing to transportation, provide access in Opportunity Areas, address equitable distribution of services, and create opportunities for rental housing and homeownership as those terms and requirements are defined in the final rules and state guidance for the HPS.

Task 4.2: Review Existing Policies and Identify Gaps in Policies

Consultant will evaluate contextualized housing needs, the summary of the City's existing measures to identify gaps where housing needs are not being met, and the results of the market analysis (Task 3). As part of this analysis, Consultant will consider goals and actions being considered for inclusion in the Consolidated Plan, CFEC policies, findings of the market analysis in Task 3, and anti-displacement policy recommendations, and other relevant studies. These may be actions included in the HPS.

Consultant will identify a preliminary list of policies and actions to include in the HPS. Aside from the sources of potential actions described above, this will focus on actions to support housing development (such as financial actions and partnerships), especially housing development affordable below 60% of MFI and housing development affordable between 60% and 120% of MFI. Consultant will discuss potential actions with staff to identify actions to carry forward into the next step of the analysis.

At the City's discretion, Consultant may meet once or twice with a broader group of City to discuss the key findings from the analysis to date and discuss potential actions for inclusion in the HPS.

Consultant and City will plan and execute on five (5) focus groups as part of Task 4, with the purpose of getting input from key stakeholders about the actions under consideration for inclusion in the HPS. The focus groups may include participants of the focus groups in Task 2, market rate housing developers, affordable housing developers, culturally-specific housing providers or organizations, business owners in Salem, the Equity Round Table, and other stakeholders identified by City. Consultant will work with City to follow up with focus group participants to explain how their input will be used in the HPS.

Consultant will participate in and present at a public webinar meeting to present recommendations for actions to include in the HPS. The meeting would provide an opportunity for questions and answers.

Consultant will participate in and present at a joint Planning Commission and City Council work session to discuss the City’s existing housing policies and potential additional actions for inclusion in the HPS.

Task 4.3: Strategy Refinement

City and Consultant will select actions that are promising for near- to mid-term implementation, based on the results of the market analysis and discussion above. Consultant will provide additional analysis for four actions, or a different amount if agreed upon by both parties, about potential benefits, and costs for implementation, focusing on actions that provide financial support for housing development. This analysis may be quantitative, or it may be qualitative, involving additional discussions with key stakeholders, as directed by the City. The purpose of this evaluation is to inform whether the City should include the actions in the HPS and to identify implementation considerations.

At the City’s discretion, Consultant will meet with a broader group of City to discuss the actions for inclusion in the HPS.

For the actions that are recommended for inclusion in the City’s HPS, Consultant will produce the following for each action, based on Consultant’s evaluation, input from staff, and feedback gathered through outreach and engagement:

- A description of the action;
- Identified Housing Need being fulfilled (tenure and income) and analysis of the income and demographic populations that will receive benefit and/or burden from the action, including low-income communities, communities of color, and other communities that have been discriminated against, according to fair housing laws;
- Approximate magnitude of impact, including (where possible/applicable) an estimate of the number of housing units that may be created, and the time frame over which the action is expected to impact needed housing;
- Timeline for adoption and implementation;
- Actions necessary for the local government and other stakeholders to take in order to implement the action; and
- Opportunities, constraints, or negative externalities associated with adoption of the action.

Task 4 Consultant Deliverables:

- 4.1: Memorandum summarizing existing measures, previously identified strategies, and additional actions for consideration to address gaps in the City’s housing policies;*
- 4.2: Memorandum providing evaluation and refinement of selected actions;*
- 4.3: Memorandum summarizing the information required per the list above for each action;*
- 4.4: Notes from five focus group discussions to seek input on the potential housing actions for inclusion in the HPS;*
- 4.5: Presentation materials for a public webinar about the project; and*
- 4.6: Presentation materials for a joint Planning Commission and City Council work session.*

Timeline: May 2024 – December 2024

TASK 5: DRAFT AND FINAL HPS REPORT

The draft HPS Report will include the following:

- Contextualized housing needs from Task 2;

- Summaries of existing measures and final proposed actions from Task 4;
- How the City’s existing measures and final proposed actions help to achieve fair and equitable housing outcomes, affirmatively further fair housing, and overcome discriminatory housing practices and racial segregation; and
- A conclusion addressing the following:
 - A qualitative assessment of how the actions collectively address the contextualized housing needs identified in the HCA and HPS;
 - Discussion of how the proposed actions, taken collectively, will increase housing options for historically marginalized communities;
 - How the City’s existing measures and proposed actions will affirmatively further fair housing, link housing to transportation, provide access to Opportunity, address needs for people facing homelessness and equitable distribution of services, create opportunities for rental housing and homeownership, and mitigate vulnerabilities to displacement and housing instability;
 - The rationale for any identified needs not being addressed; and
 - The City’s plan for monitoring progress on the housing production strategies.

Following review by City and revisions as needed, Consultant will produce a public review draft HPS for review and comment by the City’s Planning Commission, City Council, and interested parties. Following public review and comment, Consultant will produce a Final HPS document.

Consultant will either participate in small meetings with Planning Commission and City Council members or present at a joint Planning Commission and City Council work session to discuss the actions included in the HPS, as agreed upon by both Consultant and the City.

Task 5 Consultant Deliverables:

- 5.1: Public Review Draft HPS;*
- 5.2: Presentation materials for a presentation to or small group meetings with the Planning Commission;*
- 5.3: Presentation materials for a presentation to or small group meetings with the City Council; and*
- 5.4: Final Housing Production Strategy.*

Timeline: November 2024 – March 2025

TASK 6: ADOPTION

Consultant will coordinate with the City on hearing arrangements and present updates to the hearings body or bodies.

Please note: Adoption of the hearings-ready work product is not required for this task. The deliverables below are sufficient to demonstrate substantial completion of this task.

Task 6 Consultant Deliverable:

- 6.1: Presentation materials to explain final draft updates to the hearings body or bodies;*
- 6.2: Presentation materials for Planning Commission; and*
- 6.3: Presentation materials for City Council.*

Timeline: April 2025 – May 2025

BUDGET AND SCHEDULE:

The table below shows the budget and schedule for completing the Salem HPS.

Consultant shall submit invoices to Agency in accordance with the payment schedule below, as described in more detail in Section 4 of the Contract.

Consultant shall submit an invoice to Agency for the amount shown below after the relevant task is completed.

Consultant must submit final invoice within 30 days of the completion of task 4 below.

Task	Schedule	Budget
Task 1: Project Kickoff and Project Management	February – March 2024	\$7,870
Task 2: Contextualized Housing Need	February 2024 – July 2024	\$19,149
Task 3: Climate Friendly Area Market Analysis	February 2024 – September 2024	\$29,200
Task 4: Strategies to Accommodate Future Housing Need	May 2024 – December 2024	\$25,869
Task 5: Draft and Final HPS Report	November 2024 – March 2025	\$16,948
Task 6: Adoption	April 2025 – May 2025	\$4,478
Total		\$103,534

(7) CITY OF SANDY HOUSING PRODUCTION STRATEGY

The City of Sandy (City) is engaging with ECONorthwest (Consultant) to develop a Housing Production Strategy (HPS) that will provide a City-led action plan to meet the housing needs of Sandy’s residents. This HPS will identify actions to support development of affordable, fair, and equitable housing, meeting the needs identified in Sandy’s on-going Housing Capacity Analysis (HCA).

TASK 1: PROJECT KICK-OFF

Consultant shall hold a meeting with City staff to kick-off the project. Consultant will contact City via conference call to inquire about establishing project expectations and familiarize themselves with city-specific concerns. At the project kick-off, Consultant will obtain necessary information and background from City to familiarize Consultant with local conditions and with City’s planning documents. Consultant will also use the kick-off to confirm the objectives of the project laid out in this Contract with the City, refine the project schedule established in this Contract with City (meaning add more detail as necessary to the established schedule), and provide necessary information to City to allow City to prepare for the Project.

Consultant will have monthly check-ins with the City to discuss major project milestones and work products, address questions, and identify follow-up actions.

Note: All meetings with the Planning Commission and City Council, including adoption, are part of a scope of work between the City and the Consultant.

Task 1 Consultant Deliverables:

- 1.1: Summary of major tasks and action items for the Project, if different from the Scope of Work; and*
- 1.2: Proposed Project schedule.*

Timeline: February – March 2024

TASK 2: CONTEXTUALIZED HOUSING NEED

The purpose of “contextualizing” housing needs is to expand on the discussion of unmet housing needs from the HCA by providing additional data (where necessary) and information about housing needs. This task will result in further discussions of the implications of unmet housing need within the city, which will inform consideration and selection of actions for inclusion in the HPS in Task 3.

Task 2.1: Data Collection and Analysis

Consultant will gather relevant data from the City’s Housing Capacity Analysis, Comprehensive Plan, Oregon Housing Needs Analysis, and other available sources as needed for the HPS to describe current and future housing needs in the context of population and market trends. The analysis of contextualized housing needs will include:

- Socio-economic and demographic trends of a jurisdiction’s population, disaggregated by race to the extent possible with available data;
- Market conditions affecting the provision of needed housing;
- Existing and expected barriers to the development of needed housing;
- Housing need for those experiencing homelessness, using the best available data;
- Percentage of Rent Burdened Households;
- Housing by Tenure (owner vs renter);
- Percentage of housing stock that is market rate vs. subsidized; and
- Units that are tentatively approved by housing type.

The analysis of contextualized housing needs will also draw on information gathered through engagement with housing consumers, including underrepresented communities.

Task 2.2: Outreach and Engagement

Outreach and engagement in the HPS will focus on discussions (focus groups) with stakeholder groups about existing housing needs and input on actions under consideration for the HPS, as described below and in Task 3.

This outreach will build on previously conducted research regarding housing needs over the last several years based on a City-provided summary of outreach on housing topics in recent years, including a summary of the outcomes and housing needs identified in that outreach. The final HPS will need to describe the connection between what was heard in engagement with the strategies selected for inclusion in the HPS.

Consultant will work with City to plan for and execute on four (4) focus groups as part of Task 2, with the purpose of gaining an understanding of unmet housing needs of the following groups: renters, low-income households, Hispanic/Latinx residents, other racial and ethnic minorities and immigrant or refugee communities, veterans, people with disabilities, seniors, agricultural workers, and formerly and currently homeless people. Consultant will help plan the engagements, including facilitating the focus groups and summarizing discussions at the focus groups.

Task 2.3: Summary Document

Following data analysis and synthesis of outreach, Consultant will produce a summary of contextualized housing needs. While this will initially be produced as a stand-alone memorandum, it will later become a section of the HPS.

Task 2 Consultant Deliverables:

2.1: Contextualized Housing Needs memorandum; and

2.2: Facilitation and summary of the results of four (4) focus group discussions with stakeholders.

Timeline: February – July 2024

TASK 3: STRATEGIES TO ACCOMMODATE FUTURE HOUSING NEED

Task 3.1: Summary of Existing Policies and Past Recommendations

City will prepare a summary memorandum of housing policies, especially policies related to affordability of housing, that the City has implemented in the last three to five years. These policies could include changes to the zoning code, such as complying with the requirements of HB 2001 (middle housing) or development of clear and objective standards. The summary may include City programs like Urban Renewal projects to support development of housing or other programs that support development of housing. The memorandum could include other policy changes that the City has made to support development of housing, preservation of existing affordable housing, or other substantial housing policy changes.

Consultant will review and provide input on a City-provided summary of measures already adopted by the City that promote the development of needed housing. Consultant will use this summary to understand what types of changes the City has made to policy, which will inform consideration of potential actions for inclusion in the HPS.

Task 3.2: Review Existing Policies and Identify Gaps in Policies

Consultant will evaluate contextualized housing needs and the summary of the City's existing measures to identify gaps where housing needs are not being met. Consultant will identify a preliminary list of policies and actions that could be considered in the HPS. Consultant will discuss potential actions with City staff to identify actions to carry forward into the next step of the analysis, for eventual consideration by the City Council.

Consultant will coordinate with the City to plan and execute on five (5) focus groups as part of Task 4, with the purpose of getting input from key stakeholders in the City. The focus groups may include participants of the focus groups in Task 2, market rate housing developers, affordable housing developers, and other stakeholders identified by City.

Task 3.3: Strategy Refinement

City and Consultant will select actions that are likely for near- to mid-term implementation. Consultant may provide additional analysis for four (4) actions about potential benefits and costs for implementation, focusing on actions that provide financial support for housing development. This analysis may be quantitative, or it may be qualitative, involving additional discussions with key stakeholders. The purpose of this evaluation is to inform whether the City should include the actions in the HPS and to identify implementation considerations.

An important consideration for which strategies to include in the HPS is understanding what the City can accomplish in an eight-year period, given funding availability and City staff capacity.

For the strategies that are recommended for inclusion in the City's HPS, Consultant will produce the following for each strategy, based on Consultant's evaluation, input from the City, and feedback gathered through outreach and engagement:

- A description of the strategy;
- Identified Housing Need being fulfilled (tenure and income) and analysis of the income and demographic populations that will receive benefit and/or burden from the strategy, including low-income communities, communities of color, and other communities that have been discriminated against, according to fair housing laws;

- Approximate magnitude of impact, including (where possible/applicable) an estimate of the number of housing units that may be created, and the time frame over which the strategy is expected to impact needed housing;
- Timeline for adoption and implementation;
- Actions necessary for the local government and other stakeholders to take in order to implement the strategy; and
- Opportunities, constraints, or negative externalities associated with adoption of the strategy.

Task 3 Consultant Deliverables:

3.1: Memorandum summarizing existing measures, previously identified strategies, and additional strategies for consideration to address gaps in the City’s housing policies;

3.2: Memorandum providing additional evaluation and refinement of selected strategies;

3.3: Memorandum summarizing information about each strategy selected for inclusion in the draft HPS, including a description of the strategy, identification of housing need being fulfilled, magnitude of the impact on the housing market, timeline for adoption, actions necessary for the City to implement the actions, and opportunities, constraints, or negative externalities associated with adoption of the strategy; and

3.4: Notes from five focus group discussions with participants of the focus groups in Task 2, market rate housing developers, affordable housing developers, and other stakeholders to seek input on the potential housing strategies.

Timeline: May – December 2024

TASK 4: DRAFT AND FINAL HPS REPORT

The draft HPS Report will include the following:

- Contextualized housing needs from Task 2;
- Summaries of existing measures and final proposed strategies from Task 3;
- How the City’s existing measures and final proposed strategies help to achieve fair and equitable housing outcomes, affirmatively further fair housing, and overcome discriminatory housing practices and racial segregation;
- Understanding of capacity limitations of City resources (primarily staff time and funding) for implementing the selected strategies for inclusion in the HPS; and
- A conclusion addressing the following:
 - A qualitative assessment of how the strategies collectively address the contextualized housing needs identified in the HCA and HPS;
 - Discussion of how the proposed actions, taken collectively, will increase housing options for historically marginalized communities;
 - How the City’s existing measures and proposed strategies will affirmatively further fair housing, link housing to transportation, provide access to areas with high Opportunity (such as areas with concentrations of jobs or services or accessible by transit), address needs for people facing homelessness and equitable distribution of services, create opportunities for rental housing and homeownership, and mitigate vulnerabilities to displacement and housing instability;
 - The rationale for any identified needs not being addressed; and
 - The City’s plan for monitoring progress on the housing production strategies.

Following review by the City and making revisions as needed, Consultant will produce a public review draft HPS for review and comment by the City’s Planning Commission, City Council, and the public. Following public review and comment, Consultant will produce a Final HPS document.

Task 4 Consultant Deliverables:

- 4.1: Draft Housing Production Strategy; and
- 4.2: Final Housing Production Strategy.

Timeline: November 2024 – March 2025

BUDGET AND SCHEDULE

The table below shows the budget and schedule for completing the Sandy HPS.

Consultant shall submit invoices to Agency in accordance with the payment schedule below, as described in more detail in Section 4 of the Contract.

Consultant shall submit an invoice to Agency for the amount shown below after the relevant task is completed.

Consultant must submit final invoice within 30 days of the completion of task 4 below.

TASK	BUDGET	SCHEDULE
Task 1: Project Kickoff and Project Management	\$7,870	February – March 2024
Task 2: Contextualized Housing Need	\$13,750	February – July 2024
Task 3: Strategies to Accommodate Future Housing Need	\$22,200	May – December 2024
Task 4: Draft and Final HPS Report	\$11,810	November 2024 – March 2025
Total	\$55,630	

(8) CITY OF WILSONVILLE HOUSING PRODUCTION STRATEGY

The City of Wilsonville (City) is engaging with ECONorthwest (Consultant) to develop a Housing Production Strategy (HPS) that will provide a City-led action plan to meet the housing needs of the City’s residents. This HPS will identify actions to support development of affordable, fair, and equitable housing, meeting the needs identified in the City’s on-going Housing Needs and Capacity Analysis (HNCA).

TASK 1: PROJECT KICK-OFF

Consultant shall hold a meeting to kick-off the project with City. Consultant will contact City via conference call, or in person to inquire about establishing project expectations and familiarize themselves with city-specific concerns. At the project kick-off, the Consultant will obtain necessary information and background to familiarize Consultant with local conditions and planning documents. Consultant will also use the kick-off to confirm the objectives of the project laid out in this Contract and refine the project schedule established within this Contract with City (meaning add more detail as necessary to the established schedule) and provide necessary information to allow the City to be prepare for the Project.

Consultant will have monthly check-ins with the City to discuss major project milestones and work products, address questions, and identify follow-up actions.

Task 1 Consultant Deliverables:

- 1.1: Summary of major tasks and action items for the Project, if different from the Scope of Work; and

1.2: Proposed Project schedule.

Timeline: February – March 2024

PUBLIC ENGAGEMENT REVIEW

Outreach and engagement in the HPS will be built on the engagement activities presented in the memorandum: *Wilsonville Housing Needs and Capacity Analysis & Housing Production Strategy: Public Engagement Plan* (May 2023, Consultant). Engagement already completed for this project includes:

- **Draft HNCA Results and Public Survey.** This was an opportunity to share information online and present key findings of the HNCA and solicit feedback about accessing housing and potential high-level approaches to addressing unmet housing need. This included Spanish translation of materials. (July-September 2023)
- **Wilsonville Annual Block Party.** This was an in-person event where the Consultant presented key findings of the HNCA, discuss participants' personal housing concerns, needs for future housing, and solicit feedback about potential high-level approaches to addressing unmet housing need. (August 25, 2023)
- **Rent Burdened Public meeting.** This was a public meeting that engaged in meaningful conversation regarding renters that experience cost burden and severe cost burden and their unique housing needs. The findings from the Draft HNCA and Online Public survey were presented for discussion. Discussion focused on barriers to accessing housing and potential approaches to overcoming these barriers. The Planning Commission hosted this public meeting as a Committee for Community Involvement event. (November 8, 2023)

Additional engagement envisioned in this project includes:

- **Five Meetings with the Project Advisory Committee (PAC).** The PAC will be composed of people involved in real estate development (nonprofit and for profit) and agency partners with existing industry knowledge and experience around housing and housing development. City will take the lead in selecting people to participate in the Committee, with assistance from Consultant. The City may extend invitations for additional optional attendees, beyond these stakeholders, such as community members with unmet housing needs. (meetings in Tasks 3, 4, 5, and 6)
- **Stakeholder Interviews.** Consultant will conduct 6 interviews with people such as: service providers for people experiencing homelessness, members of the Hispanic/Latino community, service providers, policy makers, and residents of the City confronting housing affordability issues. The focus of the interviews is on people with unmet housing needs within the City, especially communities who are typically underrepresented in public discussions. (Task 3)
- **Culturally Specific Community Event.** This will be an in-person event where Consultant will present key findings of the HNCA, discuss participants' personal housing concerns, and solicit feedback about potential approaches to addressing unmet housing need. Specific events and dates are still to be determined and will be discussed with the City DEI Committee. (Task 3)
- **Housing Strategies Open House.** This will be an in-person event (possibly at a PC meeting) where Consultant will present the results of the HNCA and solicit feedback on the proposed housing strategies. (Task 4)

The budget and deliverables for these meetings are integrated into Tasks 2 through 6.

TASK 2: COMPLETE HNCA DRAFT

The Consultant will finalize the draft Housing Capacity Analysis initiated in early 2023, addressing the City comments on chapters 1-4, which involves ensuring that the Buildable Lands Inventory (BLI) is accurate (through additional City review of the BLI), updating the permit data and density analysis with townhomes information as well as addressing any City's comments. Additionally, the Consultant will complete a draft of the housing needs projection (chapter 5), residential land needs analysis (chapter 6), executive summary, and appendices, which have not yet been reviewed by the City. These chapters will evaluate how much land and zoning the City requires to meet its housing needs, comparing demand and supply.

The Consultant will present the HNCA findings in one Project Advisory Committee (PAC) meeting, followed by revisions based on the City and PAC input to produce the final draft of the HNCA, which will be adopted with the HPS in Task 6.

Task 2 Consultant Deliverables:

2.1: Revised draft HNCA report;

2.2: Final HNCA report; and

2.3: One meeting with the PAC, including facilitation plan and preparation, notice content, materials/presentation preparation, logistics support.

Timeline: January 2024 – May 2025

TASK 3: CONTEXTUALIZED HOUSING NEED**Task 3.1: Data Collection and Analysis**

Consultant will gather relevant data from the City's Housing Capacity Analysis, Comprehensive Plan, Oregon Housing Needs Analysis, and other available sources as needed for the HPS to describe current and future housing needs in the context of population and market trends. The analysis of contextualized housing needs will include:

- Socio-economic and demographic trends of a jurisdiction's population, disaggregated by race to the extent possible with available data;
- Market conditions affecting the provision of needed housing;
- Existing and expected barriers to the development of needed housing;
- Housing need for those experiencing homelessness, using the best available data;
- Percentage of Rent Burdened Households;
- Housing by Tenure (owner vs renter);
- Percentage of housing stock that is market rate vs. subsidized; and
- Units that are in the development pipeline by housing type.

The analysis of contextualized housing needs will also draw on information gathered through engagement with housing consumers, including underrepresented communities.

Task 3.2: Prior Outreach Summary Memo

This outreach will build on previously conducted research regarding housing needs over the last several years, including the outreach completed as part of the draft HNCA. After the City provides the Consultant with a summary of outreach on housing topics from recent projects (such as Frog Pond, Town Center, and the Equitable Housing projects), the Consultant will use existing summaries from these projects to distill the most relevant input about housing needs. The final HPS will need to describe the connection between what was heard in engagement with the strategies selected for inclusion in the HPS.

Task 3.3: Contextualized Housing Needs Summary Memo

Following data analysis and synthesis of outreach, Consultant will produce a summary of contextualized housing needs. This will initially be produced as a stand-alone memorandum, which will later become a section of the HPS. This document will incorporate feedback from the interviews, community events held to date, PAC meeting, and meetings with decision makers.

Task 3 Consultant Deliverables:

- 3.1: Contextualized Housing Needs summary memorandum;*
- 3.2: Summary of input from six interviews with service providers for people experiencing homelessness, members of the Hispanic/Latino community, service providers, policy makers, and residents of the City confronting housing affordability issues;*
- 3.3: Facilitation plan and preparation, notice content, agenda, materials/presentation preparation, and logistics support for culturally specific community event;*
- 3.4: Facilitation plan and preparation, notice content, agenda, materials/presentation preparation, logistics support for one meeting with the PAC; and*
- 3.5: Materials/presentation preparation for joint presentation to Planning Commission and City Council.*

Timeline: March 2024 – July 2024

TASK 4: STRATEGIES TO ACCOMMODATE FUTURE HOUSING NEED**Task 4.1: Summary of Existing Policies and Past Recommendations**

Consultant will work with the city to refine a city-provided summary of policies already adopted that promote development of needed housing. The summary shall consider policies that affirmatively further fair housing, link housing to transportation, provide access in Opportunity Areas, address equitable distribution of services, and create opportunities for rental housing and homeownership as those terms and requirements are defined in the final rules and state guidance for the HPS.

Task 4.2: Review Existing Policies and Identify Gaps in Policies

Consultant will evaluate contextualized housing needs and the summary of the City's existing measures to identify gaps where housing needs are not being met. Consultant will identify a preliminary list of policies and actions to include in the HPS. Consultant will discuss potential actions with the City to identify actions to carry forward into the next step of the analysis.

Task 4.3: Strategy Refinement

Consultant will work with the City to select actions that are promising for near- to mid-term implementation. Consultant may provide additional analysis for four (4) actions about potential benefits and costs for implementation, focusing on actions that provide financial support for housing development. This analysis may be quantitative, or it may be qualitative, involving additional discussions with key stakeholders. The purpose of this evaluation is to inform whether the City should include the actions in the HPS and to identify implementation considerations.

Consultant will work with the City to facilitate two meetings with the PAC to discuss potential strategies for inclusion in the HPS, as well as facilitate a public open house event about the proposed strategies.

For the strategies that are recommended for inclusion in the City's HPS, Consultant will produce the following for each strategy, based on Consultant's evaluation, input from staff, and feedback gathered through outreach and engagement:

- A description of the strategy;

- Identified Housing Need being fulfilled (tenure and income) and analysis of the income and demographic populations that will receive benefit and/or burden from the strategy, including low-income communities, communities of color, and other communities that have been discriminated against, according to fair housing laws;
- Approximate magnitude of impact, including (where possible/applicable) an estimate of the number of housing units that may be created, and the time frame over which the strategy is expected to impact needed housing;
- Timeline for adoption and implementation;
- Actions necessary for the local government and other stakeholders to take in order to implement the strategy; and
- Opportunities, constraints, or negative externalities associated with adoption of the strategy.
- Monitoring metrics to measure progress on implementing the strategy.

Task 4 Consultant Deliverables:

4.1: Memorandum summarizing existing measures, previously identified strategies, and additional strategies for consideration to address gaps in the City’s housing policies;

4.2: Memorandum providing additional evaluation and refinement of selected strategies;

4.3: Memorandum with the information required per the list above for each strategy;

4.4: Facilitation plan and preparation, notice content, materials/presentation preparation, and logistics support for two (2) meetings with the PAC;

4.5: Facilitation plan and preparation, notice content, materials/presentation preparation, logistics support, one of which would be virtual, for one public Open House;

4.6: Materials/presentation preparation for one presentation to Planning Commission; and

4.7: Materials/presentation preparation for two presentations to City Council.

Timeline: June 2024 – December 2024

TASK 5: DRAFT AND FINAL HPS REPORT

The draft HPS Report will include the following:

- Contextualized housing needs from Task 3;
- Summaries of existing measures and final proposed strategies from Task 4;
- How the City’s existing measures and final proposed strategies help to achieve fair and equitable housing outcomes, affirmatively further fair housing, and overcome discriminatory housing practices and racial segregation; and
- A conclusion addressing the following:
 - A qualitative assessment of how the strategies collectively address the contextualized housing needs identified in the HNCA and HPS;
 - Discussion of how the proposed actions, taken collectively, will increase housing options for historically marginalized communities;
 - How the City’s existing measures and proposed strategies will affirmatively further fair housing, link housing to transportation, provide access to Opportunity, address needs for people facing homelessness and equitable distribution of services, create opportunities for rental housing and homeownership, and mitigate vulnerabilities to displacement and housing instability;
 - The rationale for any identified needs not being addressed; and
 - The City’s plan for monitoring progress on the housing production strategies.

Following review by staff and revisions as needed, Consultant will produce a public review draft HPS for review and comment by the City’s Planning Commission, City Council, and interested parties. Consultant will produce a Final HPS document, incorporating feedback from the Planning Commission, City Council, and other stakeholders.

Task 5 Consultant Deliverables:

- 5.1: Draft HPS;
- 5.2: Facilitation plan and preparation, notice content, agenda, materials/presentation preparation, logistics support for one meeting with the PAC;
- 5.3: Materials/presentation preparation for one presentation to Planning Commission;
- 5.4: Materials/presentation preparation for one presentation to City Council; and
- 5.5: Final HPS.

Timeline: December 2024 – March 2025

TASK 6: ADOPTION

Consultant will coordinate with the City on hearing arrangements and present updates to the hearings body or bodies to adopt the Housing Needs and Capacity Analysis and Housing Production Strategy.

Please note: Adoption of the hearings-ready work product is not required for this task. The deliverables below are sufficient to demonstrate substantial completion of this task.

Task 6 Consultant Deliverable:

- 6.1: Materials/presentation preparation for one presentation to Planning Commission; and
- 6.2: Materials/presentation preparation for one presentation to City Council.

Timeline: April 2025 – May 2025

BUDGET AND SCHEDULE

The table below shows the budget and schedule for completing the Wilsonville HPS.

Consultant shall submit invoices to Agency in accordance with the payment schedule below, as described in more detail in Section 4 of the Contract.

Consultant shall submit an invoice to Agency for the amount shown below after the relevant task is completed.

Consultant must submit final invoice within 30 days of the completion of task 6 below.

TASK	BUDGET	SCHEDULE
Task 1: Project Kickoff and Project Management	\$7,870	February - March 2024
Task 2: Complete HNCA	\$13,195	January – June 2024
Task 3: Contextualized Housing Need	\$20,466	March – July 2024
Task 4: Strategies to Accommodate Future Housing Need	\$32,033	June – December 2024
Task 5: Draft and Final HPS Report	\$16,778	December 2024 – March 2025
Task 6: Adoption	\$4,064	April 2025 – May 2025
Total	\$94,406	

EXHIBIT A – SAMPLE CONTRACT

Exhibit B

Required Insurance

INSURANCE REQUIREMENTS:

Consultant shall obtain at Consultant’s expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Consultant shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, except for Professional Liability and Workers’ Compensation. The consultant shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY

All employers, including Consultant, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers’ compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Consultant shall require and ensure that each of its subcontractors complies with these requirements. If Consultant is a subject employer, as defined in ORS 656.023, Consultant shall also obtain employers’ liability insurance coverage with limits not less than \$500,000 each accident. If Consultant is an employer subject to any other state’s workers’ compensation law, Contactor shall provide workers’ compensation insurance coverage for its employees as required by applicable workers’ compensation laws including employers’ liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Automobile Liability Insurance covering Consultant’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

Required **Not required**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Consultant and Consultant’s subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Consultant shall provide Tail Coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

Required Not required

Consultant shall provide network security and privacy liability insurance for the duration of the contract and for the period of time in which Consultant (or its Business Associates or subcontractor(s)) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$_____ per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), Payment Card Data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers’ Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Consultant’s activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Consultant shall waive rights of subrogation which Consultant or any insurer of Consultant may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Consultant will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Consultant or the Consultant’s insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Consultant shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Consultant’s completion and Agency’s acceptance of all Services required under this Contract, or, (ii) Agency or Consultant termination of this Contract, or, iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Consultant shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Consultant or its insurer must provide at least 30 days’ written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Consultant agrees to periodic review of insurance requirements by Agency under this Contract and to provide updated requirements as mutually agreed upon by Consultant and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Consultant shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency’s representatives responsible for verification of the insurance coverages required under this Section.

Exhibit D

Independent Contractor Certification

Contractor certifies he/she meets the following standards:

- 1. I am registered under ORS chapter 701 to provide labor or services for which such registration is required.
- 2. I have filed federal and state income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for labor or services performed as an independent contractor in the previous year.
- 3. I will furnish the tools or equipment necessary for the contracted labor or services.
- 4. I have the authority to hire and fire employees who perform the labor or services.
- 5. I represent to the public that the labor or services are to be provided by my independently established business as four (4) or more of the following circumstances exist. **(Please check four or more of the following):**

_____ A. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.

_____ B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership.

_____ C. Telephone listing used for the business is separate from the personal residence listing.

_____ D. Labor or services are performed only pursuant to written contracts.

_____ E. Labor or services are performed for two or more different persons within a period of one year.

_____ F. I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature: _____ Date: _____

EXHIBIT C**CITY OF SANDY, OREGON
PERSONAL SERVICES AGREEMENT**

THIS PERSONAL SERVICES AGREEMENT (“Agreement”), made and entered into this 21st day of February, 2024, by and between the City of Sandy, an Oregon municipal corporation ("City") and Economic Consultants Oregon, Ltd. dba ECOnorthwest, an Oregon corporation (“Contractor”).

RECITALS

WHEREAS, the City’s 2023 – 2025 budget provides for funding for the Housing Production Strategy for compliance with OAR 660; and

WHEREAS, the Contractor was selected through a competitive request for proposal process that was overseen by the Department of Land Conservation and Development (DLCDD), Housing Services Division; and

WHEREAS, City desires to retain Contractor to perform certain professional consulting services, as further identified in this Agreement. Contractor is willing to perform these services for and in connection with Sandy’s Housing Production Strategy (the “Project”), subject to and in accordance with the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT**1. Term.**

This Agreement shall run from February 21, 2024, through and including May 31, 2025 unless sooner terminated under the provisions of this Agreement and may be extended for additional like periods. All Services under this Agreement shall be completed prior to the expiration of this Agreement.

2. Contractor's Service.

The scope of Contractor's services under this Agreement are set forth in Exhibit A (the “Services”). The Services will be completed expeditiously, in a timely manner, and in accordance with the schedule identified 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 Contractor's proposal (if any) shall be resolved first in favor of this Agreement. Any conflict between this Agreement and Exhibit A shall be resolved first in favor of this written Agreement. Contractor 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. All Contractor personnel shall be properly trained and fully licensed to undertake any activities pursuant to this Agreement, and Contractor shall have all requisite permits, licenses and other authorizations necessary to provide the Services. Contractor acknowledges and agrees that City may cause or direct other persons or contractors to provide services for and on behalf of City that are the same or similar to the Services provided by Contractor under this Agreement. No information, news, or press releases related to the Project shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior written authorization of City's Project Manager.

3. Compensation.

- A. Agreement Sum. As compensation for Contractor's timely performance of the Services in accordance with this Agreement, City shall pay Contractor a total sum not to exceed **\$20,221** (the "Agreement Sum"). Contractor will submit monthly invoices to City concerning the Services performed by Contractor during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Contractor (and by whom); (b) the number of hours (or fraction thereof) each person spent to perform the Services; (c) the applicable fee(s) for performing the Services; and (d) all other information reasonably requested by City. City will pay the undisputed amount due under each Invoice within thirty (30) days after City has reviewed and approved the Invoice. No compensation will be paid by City for any portion of the Services not performed. Payment shall not be considered acceptance or approval of any Services or waiver of any defects therein. The Agreement Sum shall constitute full and complete payment for said Services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement or agreed to by mutual written and duly signed agreement of City and Contractor. Notwithstanding the foregoing, the parties may not increase the Agreement Sum without prior written authorization of the City Manager. Failure of Contractor to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement Sum or Agreement time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.
- B. Certified Cost Records. The Contractor shall furnish certified cost records for all billings to substantiate all charges. For such purposes, the books of account of the Contractor shall be subject to audit by the City in accordance with the terms of this Agreement. The Contractor shall complete Services and cost records for all billings on such forms and in such manner as will be satisfactory to the City.
- C. Contractor Identification. Contractor shall furnish to City Contractor's employer identification number, as designated by the Internal Revenue Service or, if the Internal Revenue Service has designated no employer identification number, Contractor's Social Security number.

4. Project Managers.

City's Project Manager is Kelly O'Neill Jr. Contractor's Project Manager is Nicole Underwood. Each party shall give the other written notification of any change in their respective Project Manager.

5. Duty to Inform.

Contractor shall give prompt written notice to City's Project Manager if, at any time during the performance of this Agreement, Contractor 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 Contractor shall constitute neither agreement with nor acquiescence in Contractor's statement or claim and shall not constitute a waiver of any of City's rights.

6. Contractor is Independent Contractor.

Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Agreement. Contractor hereby expressly acknowledges and agrees that as an independent contractor, Contractor is not entitled to indemnification by the City or the provision of a defense by the City under the terms of ORS 30.285. This acknowledgment by Contractor 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).

7. Work; Intellectual Property; Records.

A. Work is Property of City. All work, including but not limited to documents, drawings, papers, computer programs, and photographs, performed or produced by Contractor under this Agreement shall be the property of City. Contractor will defend all suits or claims for infringement of patent, trademark, and/or copyright for which Contractor is responsible (including, without limitation, any claims which may be brought against City), and Contractor will be liable to City for all losses arising therefrom, including costs, expenses, and attorney fees.

B. 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 and any generated work product shall vest in City. Contractor shall execute any assignment or other documents necessary to affect this section. Contractor may retain a nonexclusive right to use any intellectual property that is subject to this section. Contractor shall transfer to City any data or other tangible property generated by Contractor under this Agreement and necessary for the beneficial use of intellectual property covered by this section. Contractor grants City a royalty-free, irrevocable, transferable, sublicensable, worldwide, perpetual license to use, reproduce, and modify all such pre-existing intellectual property

rights embedded in the work product.

- C. Records. Contractor 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. Contractor 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.

8. 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.

9. Extra or Changes in Work.

Only the City Manager or Project Manager may authorize extra (and/or change) work. Failure of Contractor to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement Sum or project schedule due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

10. Indemnity.

Contractor acknowledges responsibility for any and all liability arising out of the performance of this Agreement and shall hold City, its officers, employees, elected and appointed officials, volunteers, and agents harmless from, indemnify, and defend City, its officers, employees and agents for any and all liability, settlements, loss, costs and expenses in connection with any action, suit, or claim resulting or allegedly resulting from (i) Contractor's acts, omissions, activities or services in the course of performing this Agreement; (ii) Contractor's failure to pay any tax arising out of or resulting from performance of the Services; (iii) a claim made against the City in which the City's alleged liability results directly or indirectly, in whole or in part, from the quality of the professional services provided by Contractor, regardless of the type of claim made against the City in performance of this Agreement. Contractor's indemnification obligations provided in this Section will survive the termination of this Agreement. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification. Any work by Contractor that directly results in a design of a facility that is not readily accessible to and usable by individuals with disabilities, as defined by state and federal law, shall be considered a professionally negligent act, error or omission.

11. Insurance.

- A. Liability Insurance. Contractor shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Contractor, 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 Contractor'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.

- B. Professional Liability. Contractor shall maintain a policy of Professional Liability Insurance in an amount not less than One Million dollars (\$1,000,000) per claim and Two Million dollars (\$2,000,000) aggregate.
- C. Workers' Compensation Coverage. Contractor certifies that Contractor has qualified for State of Oregon Workers' Compensation coverage for all Contractor'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. Contractor 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 Contractor is self-insured.
- D. Certificates. Prior to commencing the Services, Contractor shall furnish to 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.
- E. 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. Breach of Agreement.

- A. Contractor shall remedy any breach of this Agreement within the shortest reasonable time after Contractor first has actual notice of the breach or City notifies Contractor of the breach, whichever is earlier. If Contractor 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 Contractor, may obtain substitute services in a reasonable manner, and recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.
- B. If the breach is material and Contractor 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 Contractor as being in default and pursue any remedy available for such default at law or in equity.
- C. Pending a decision to terminate all or part of this Agreement, City unilaterally may order

Contractor to suspend all or part of the Services under this Agreement. If City suspends or terminates all or part of the Agreement pursuant to this Section, Contractor shall be entitled to compensation only for Services rendered prior to the date of termination or suspension, but not for any Services rendered after City ordered termination or suspension of those Services. If City suspends certain Services under this Agreement and later orders Contractor to resume those Services, Contractor shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

- D. To recover amounts due under this Section, City may withhold from any amounts owed by City to Contractor, including but not limited to, amounts owed under this or any other Agreement between Contractor and City.

13. Mediation; Trial Without A Jury.

If either party has a claim or dispute in connection with this Agreement, it shall first attempt to resolve the dispute through mediation. The parties shall mutually select an acceptable mediator, shall equally share the applicable mediation fees, and shall mutually select an applicable mediation venue. If either party fails to proceed in good faith with the mediation, or the parties otherwise fail to resolve the claim via the mediation process, the claiming party may proceed with litigation. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees, in both mediation and litigation.

14. Termination for Convenience.

The City may terminate all or part of this Agreement at any time for its own convenience by written notice to Contractor. Upon termination under this Section, Contractor 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.

15. Payment of Claims by the City.

If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor 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 Contractor pursuant to this Agreement. The City's payment of a claim under this Section shall not relieve Contractor or Contractor's surety, if any, from responsibility for those claims.

16. Public Contracting Requirements.

- A. 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.
- B. Payment for Labor or Material. Contractor shall make payment promptly, as due, to all persons supplying to Contract labor or material for the performance of the work provided

for in this Agreement. (ORS 279B.220)

- C. Contributions to the Industrial Accident Fund. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from Contractor incurred in the performance of this Agreement, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)
- D. Liens and Claims. Contractor shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (ORS 279B.220)
- E. Income Tax Withholding. Contractor shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS 279B.220)
- F. Hours of Labor. Contractor 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.*)
- G. Workers' Compensation. Contractor is a subject employer that will comply with ORS 656.017. Contractor 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. Contractor shall indemnify City for any liability incurred by City as a result of Contractor's breach of the warranty under this Paragraph. (ORS 279B.230)
- H. Medical Care for Employees. Contractor shall promptly, as due, 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 Contractor's employee(s), all sums which Contractor agrees to pay for such services and all monies and sums which Contractor 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)
- I. Non-Discrimination. Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.
- J. Lawn or Landscaping. If the Services or Project under this Agreement contemplate lawn or landscape maintenance, Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. (ORS 278B.225)
- K. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the state of Oregon, Contractor 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. Contractor shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Agreement.

- L. Federal Environmental Laws. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- M. Tax Law Compliance. Contractor (to the best of Contractor knowledge, after due inquiry), for a period of no fewer than six calendar years (or since the firm's inception if less than that) preceding the effective date of this Agreement, faithfully has complied with:
- 1) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - 2) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - 3) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - 4) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- N. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this Agreement.

17. Law of Oregon.

The Agreement shall be governed by the laws of the State of Oregon. Venue shall be in Clackamas County, Oregon.

18. Successors and Assignments.

Both City and Contractor bind themselves and any partner, successor, executor, administrator, or assign to this Agreement. Neither City nor Contractor shall assign or transfer their interest or obligation hereunder in this Agreement without the written consent of the other party. Contractor must seek and obtain City's written consent before subcontracting any part of the work required of Contractor under this Agreement. Any assignment, transfer, or subcontract attempted in violation of this Section shall be void.

19. Modification.

Any modification of the provisions of this Agreement shall be reduced to writing and signed

by authorized agents of City and Contractor.

20. 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.

21. Method and Place of Giving Notice, Submitting Bills and Making Payments.

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Notice, bills, payments, and other information shall also be made via email to the parties listed in the address block below. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

CITY OF SANDY
Kelly O’Neill Jr.
 Development Services Director
 Email: koneill@ci.sandy.or.us

Address: 39250 Pioneer Blvd.
 Sandy, OR 97055

Contractor
Cindy O’Connell
 Head of Operations
 Email: oconnell@econw.com

Address: 222 SW Columbia Street,
 Suite 1600, Portland, OR 97201

When notices are so mailed, they shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this Section.

22. Conflict Between Terms.

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the Agreement, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

23. Severability.

If any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Agreement.

24. Integration; Counterparts; Electronic Signatures.

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject. The Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an

original and such counterparts shall together constitute but one and the same Agreement. Any party shall be entitled to sign and transmit electronic signatures to this Agreement (whether by facsimile, .pdf, or electronic mail transmission), and any such signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature to this Agreement agrees to promptly execute and deliver to the other parties, upon request, an original signed Agreement.

[Signatures are on the following page.]

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Contractor has executed this Agreement on the date hereinabove first written.

<p>DocuSigned by: <i>Tyler Deems</i> 517DAC54DC444DF... City of Sandy</p> <hr/> <p>Tyler Deems City Manager</p> <hr/> <p>Name, Title</p>	<p>DocuSigned by: <i>Tyler Bump</i> 0BE56807BE914FA... ECONorthwest</p> <hr/> <p>Tyler Bump Partner</p> <hr/> <p>Name, Title</p>
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Date: December 14, 2023
To: Kelly O'Neill Jr.
From: Beth Goodman and Nicole Underwood
Subject: Sandy Housing Production Strategy: Scope of Work for Planning Commission and City Council meetings

The City of Sandy is engaging with ECONorthwest (Consultant) to develop a Housing Production Strategy (HPS) that will provide a City-led action plan to meet the housing needs of Sandy's residents. This HPS will identify actions to support development of affordable, fair, and equitable housing, meeting the needs identified in Sandy's on-going Housing Capacity Analysis (HCA).

This scope of work includes only meetings with the Sandy Planning Commission and the Sandy City Council. The additional work for completing the project is covered under ECONorthwest's scope with DLCD.

Task 1: Project Kick-Off

Timeline: January 2024 – February 2024

This task is entirely covered by the DLCD scope for the Sandy HPS project.

Task 2: Contextualized Housing Need

Timeline: February 2024 – June 2024

The purpose of "contextualizing" housing needs is to expand on the discussion of unmet housing needs from the HCA by providing additional data (where necessary) and information about housing needs. This task will result in further discussions of the implications of unmet housing need in Sandy, which will inform consideration and selection of actions for inclusion in the HPS in Task 3.

ECONorthwest will participate and present at one joint meeting of the Planning Commission and City Council to discuss the results of the analysis about housing needs in Sandy.

Task 2 Consultant Deliverables:

- ◆ One presentation to joint meeting of the Planning Commission and City Council

Task 2 City Deliverables:

- ◆ Meeting invitations/notices and agendas

Task 3: Strategies to Accommodate Future Housing Need

Timeline: May 2024 – December 2024

The purpose of this task is to summarize existing housing policies in Sandy, identify gaps in Sandy's existing housing policies to address the unmet housing needs identified in Task 2, and develop specific actions for inclusion in the HPS to reduce or address these unmet housing needs.

EONorthwest will participate and present at one joint meeting of the Planning Commission and City Council to discuss the results of the analysis about housing needs in Sandy. EONorthwest will participate and present up to two presentations at City Council work sessions to get Council input and direction about potential strategies for inclusion in the HPS.

Task 3 Consultant Deliverables:

- ◆ One presentation to joint meeting of the Planning Commission and City Council to discuss the strategies under consideration for inclusion in the HPS
- ◆ Up to two presentations at City Council work sessions to get Council input and direction about potential strategies for inclusion in the HPS

Task 3 City Deliverables:

- ◆ Meeting invitations/notices and agendas

Task 4: Draft and Final HPS Report

Timeline: November 2024 – March 2025

This task will result in a draft and final HPS Report.

EONorthwest will participate and present at one joint meeting of the Planning Commission and City Council and one presentation at a City Council work session to get final input on the actions included in the HPS.

Task 4 Consultant Deliverables:

- ◆ One presentation to joint meeting of the Planning Commission and City Council
- ◆ One presentation to City Council



Task 4 City Deliverables:

- ◆ Meeting notices and agendas

Task 5: Adoption

Timeline: April 2025 – May 2025 (or beyond)

The City will schedule hearings, provide notices, create agendas, and create an ordinance to adopt the Housing Production Strategy. Consultant will coordinate with the City on hearing arrangements, draft staff report for the hearings, draft adoption ordinances, and present updates to the hearings body or bodies.

Task 5 Consultant Deliverables:

- ◆ Staff Reports for hearings
- ◆ Ordinance Findings
- ◆ One presentation to Planning Commission
- ◆ One presentation to City Council

Task 5 City Deliverables:

- ◆ Hearing notices, agendas, an ordinance, and minutes



Budget and Schedule

The table below shows the budget and schedule for completing the Sandy HPS.

TASK	BUDGET	SCHEDULE
Task 1: Project Kickoff and Project Management	\$0	January 2024 – February 2024
Task 2: Contextualized Housing Need	\$3,048	February 2024 – June 2024
Task 3: Strategies to Accommodate Future Housing Need	\$6,903	May 2024 – December 2024
Task 4: Draft and Final HPS Report	\$4,975	November 2024 – March 2025
Task 5: Adoption	\$5,295	April 2025 – May 2025
Total	\$20,221	January 2024 – May 2025





STAFF REPORT

Meeting Type: City Council
Meeting Date: September 3, 2024
From: AJ Thorne, Assistant Public Works Director
Subject: Contract Approval: Water Management and Conservation Plan Update

DECISION TO BE MADE:

Whether to authorize the City Manager to execute a contract with consulting firm GSI Water Resources, Inc. to perform a ten-year update to Sandy’s Water Management and Conservation Plan (WMCP.)

PURPOSE / OBJECTIVE:

To meet the requirements of OAR 690.086 and stay in compliance with the Oregon Water Resources Department by performing the ten-year update of the City’s WMCP.

BACKGROUND / CONTEXT:

The City’s most recent WMCP was approved by the Oregon Water Resources Department on June 1, 2016. This approval requires an updated plan to be submitted for approval by November 30, 2025. The previous plan covered water conservation efforts and defined a water curtailment plan.

In 2021, a mandatory progress report was submitted to the Oregon Water Resources Department regarding progress on conservation objectives defined in the plan (see attachments list).

KEY CONSIDERATIONS / ANALYSIS:

Aside from compliance with OAR 690.086, this plan update provides quite a few benefits for the City. The plan will highlight recent and future efforts in water conservation including some major projects intended to curb water loss in the system. The update will also encompass upgrades to the system contained in the recent Water Master Plan update. This plan update will also provide a path toward more water conservation efforts, potentially including a plan for more low water use landscaping.

Additionally, this update will allow for changes to be made to the water curtailment procedures outlined within this plan. With the recent increase in frequency of wildfires in the region, it has become evident that the curtailment plan needs some adjustment. Once these changes are in place, the City will be better prepared to respond to fires in the watershed(s) of our water sources as well as any other curtailment scenarios.

As this is a holistic project, GSI will ensure that figures, projects and projections are consistent with the recent Water Master Plan. The consultant will also be tasked with submission and associated correspondence with OWRD and any other affected agencies.

BUDGET IMPACT:

This project is identified in the near term CIP of the Water System Master Plan as project M.2. The total contract for the update is \$38,760. The funding for this project will come from the water operational budget, from which there are adequate funds to cover the cost of this project.

RECOMMENDATION:

Authorize the City Manager to execute a contract with GSI Water Resources, Inc. to complete the ten year WMCP update for a total of \$38,760.

SUGGESTED MOTION LANGUAGE:

“I move to authorize the City Manager to execute a contract with GSI Water Resources Inc. for the Water Management and Conservation Plan Update Project, as included in the meeting packet.”

LIST OF ATTACHMENTS / EXHIBITS:

- Contract Documents
- Previous WMCP & 2021 WMCP progress report are available online at: <https://www.ci.sandy.or.us/publicworks/page/water>

**CITY OF SANDY, OREGON
PERSONAL SERVICES AGREEMENT**

THIS PERSONAL SERVICES AGREEMENT (“Agreement”), made and entered into this September 4, 2024, by and between the City of Sandy, an Oregon municipal corporation (“City”) and GSI Water Solutions Inc. (“Contractor”).

RECITALS

WHEREAS, contract was awarded to Contractor by Sandy’s City Council at their meeting on September 3, 2024; and

WHEREAS, City desires to retain Contractor to perform certain professional consulting services, as further identified in this Agreement. Contractor is willing to perform these services for and in connection with updating the City’s Water Management and Conservation Plan (the “Project”), subject to and in accordance with the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Term.

This Agreement shall run from September 4, 2024 through and including June 30, 2026 unless sooner terminated under the provisions of this Agreement, and may be extended for additional like periods. All Services under this Agreement shall be completed prior to the expiration of this Agreement.

2. Contractor's Service.

The scope of Contractor's services under this Agreement are set forth in Exhibit A (the “Services”). The Services will be completed expeditiously, in a timely manner, and in accordance with the schedule identified in Exhibit B. 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 Contractor's proposal (if any) shall be resolved first in favor of this Agreement. Any conflict between this Agreement and Exhibits A or B shall be resolved first in favor of this written Agreement. Contractor 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. All Contractor personnel shall be properly trained and fully licensed

to undertake any activities pursuant to this Agreement, and Contractor shall have all requisite permits, licenses and other authorizations necessary to provide the Services. Contractor acknowledges and agrees that City may cause or direct other persons or contractors to provide services for and on behalf of City that are the same or similar to the Services provided by Contractor under this Agreement. No information, news, or press releases related to the Project shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior written authorization of City's Project Manager.

3. Compensation.

- A. Agreement Sum. As compensation for Contractor's timely performance of the Services in accordance with this Agreement, City shall pay Contractor a total sum not to exceed \$39,760 (the "Agreement Sum"), in accordance with the "Schedule of Rates" attached hereto as Exhibit C. Contractor will submit monthly invoices to City concerning the Services performed by Contractor during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Contractor (and by whom); (b) the number of hours (or fraction thereof) each person spent to perform the Services; (c) the applicable fee(s) for performing the Services; and (d) all other information reasonably requested by City. City will pay the undisputed amount due under each Invoice within thirty (30) days after City has reviewed and approved the Invoice. No compensation will be paid by City for any portion of the Services not performed. Payment shall not be considered acceptance or approval of any Services or waiver of any defects therein. The Agreement Sum shall constitute full and complete payment for said Services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement or agreed to by mutual written and duly signed agreement of City and Contractor. Notwithstanding the foregoing, the parties may not increase the Agreement Sum without prior written authorization of the City Manager. Failure of Contractor to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement Sum or Agreement time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.
- B. Certified Cost Records. The Contractor shall furnish certified cost records for all billings to substantiate all charges. For such purposes, the books of account of the Contractor shall be subject to audit by the City in accordance with the terms of this Agreement. The Contractor shall complete Services and cost records for all billings on such forms and in such manner as will be satisfactory to the City.
- C. Contractor Identification. Contractor shall furnish to City Contractor's employer identification number, as designated by the Internal Revenue Service or, if the Internal Revenue Service has designated no employer identification number, Contractor's Social Security number.

4. **Project Managers.**

City's Project Manager is Jennifer Coker. Contractor's Project Manager is Adam Sussman. Each party shall give the other written notification of any change in their respective Project Manager.

5. **Duty to Inform.**

Contractor shall give prompt written notice to City's Project Manager if, at any time during the performance of this Agreement, Contractor 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 Contractor shall constitute neither agreement with nor acquiescence in Contractor's statement or claim and shall not constitute a waiver of any of City's rights.

6. **Contractor is Independent Contractor.**

Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Agreement. Contractor hereby expressly acknowledges and agrees that as an independent contractor, Contractor is not entitled to indemnification by the City or the provision of a defense by the City under the terms of ORS 30.285. This acknowledgment by Contractor 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).

7. **Work; Intellectual Property; Records.**

A. Work is Property of City. All work, including but not limited to documents, drawings, papers, computer programs, and photographs, performed or produced by Contractor under this Agreement shall be the property of City. Contractor will defend all suits or claims for infringement of patent, trademark, and/or copyright for which Contractor is responsible (including, without limitation, any claims which may be brought against City), and Contractor will be liable to City for all losses arising therefrom, including costs, expenses, and attorney fees.

B. 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 and any generated work product shall vest in City. Contractor shall execute any assignment or other documents necessary to affect this section. Contractor may retain a nonexclusive right to use any intellectual property that is subject to this section. Contractor shall transfer to City any data or other tangible property generated by Contractor under this Agreement and necessary for the beneficial use of intellectual property covered by this section.

C. Records. Contractor 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. Contractor 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.

8. 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.

9. Extra or Changes in Work.

Only the City Manager or Project Manager may authorize extra (and/or change) work. Failure of Contractor to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement Sum or project schedule due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

10. Indemnity.

Contractor acknowledges responsibility for liability arising out of the performance of this Agreement and shall hold City, its officers, employees, elected and appointed officials, harmless from, indemnify, and defend City, its officers, employees and agents for any and all liability, settlements, loss, costs and expenses in connection with any action, suit, or claim resulting from (i) Contractor's negligent acts, omissions, activities or services in the course of performing this Agreement; (ii) Contractor's failure to pay any tax arising out of or resulting from performance of the Services; (iii) a claim made against the City in which the City's alleged liability results directly from the quality of the professional services provided by Contractor, regardless of the type of claim made against the City in performance of this Agreement. Contractor's indemnification obligations provided in this Section will survive the termination of this Agreement. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification. Any work by Contractor that directly results in a design of a facility that is not readily accessible to and usable by individuals with disabilities, as defined by state and federal law, shall be considered a professionally negligent act, error or omission.

11. Insurance.

A. Liability Insurance. Contractor shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Contractor, 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 Contractor'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.

- B. Professional Liability. Contractor shall maintain a policy of Professional Liability Insurance in an amount not less than One Million dollars (\$1,000,000) per claim and Two Million dollars (\$2,000,000) aggregate.
- C. Workers' Compensation Coverage. Contractor certifies that Contractor has qualified for State of Oregon Workers' Compensation coverage for all Contractor'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. Contractor 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 Contractor is self-insured.
- D. Certificates. Prior to commencing the Services, Contractor shall furnish to 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.
- E. 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. Breach of Agreement.

- A. Contractor shall remedy any breach of this Agreement within the shortest reasonable time after Contractor first has actual notice of the breach or City notifies Contractor of the breach, whichever is earlier. If Contractor 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 Contractor, may obtain substitute services in a reasonable manner, and recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.
- B. If the breach is material and Contractor 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 Contractor as being in default and pursue any remedy available for such default at law or in equity.
- C. Pending a decision to terminate all or part of this Agreement, City unilaterally may order Contractor to suspend all or part of the Services under this Agreement. If City suspends

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If either party has a claim or dispute in connection with this Agreement, it shall first attempt to resolve the dispute through mediation. The parties shall mutually select an acceptable mediator, shall equally share the applicable mediation fees, and shall mutually select an applicable mediation venue. If either party fails to proceed in good faith with the mediation, or the parties otherwise fail to resolve the claim via the mediation process, the claiming party may proceed with litigation. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees, in both mediation and litigation.

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- A. 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.
- B. Payment for Labor or Material. Contractor shall make payment promptly, as due, to all persons supplying to Contract labor or material for the performance of the work provided

for in this Agreement. (ORS 279B.220)

- C. Contributions to the Industrial Accident Fund. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from Contractor incurred in the performance of this Agreement, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)
- D. Liens and Claims. Contractor shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (ORS 279B.220)
- E. Income Tax Withholding. Contractor shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS 279B.220)
- F. Hours of Labor. Contractor 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.*)
- G. Workers' Compensation. Contractor is a subject employer that will comply with ORS 656.017. Contractor 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. Contractor shall indemnify City for any liability incurred by City as a result of Contractor's breach of the warranty under this Paragraph. (ORS 279B.230)
- H. Medical Care for Employees. Contractor shall promptly, as due, 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 Contractor's employee(s), all sums which Contractor agrees to pay for such services and all monies and sums which Contractor 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)
- I. Non-Discrimination. Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.
- J. Lawn or Landscaping. If the Services or Project under this Agreement contemplate lawn or landscape maintenance, Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. (ORS 278B.225)
- K. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the

state of Oregon, Contractor 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. Contractor shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Agreement.

- L. Federal Environmental Laws. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- M. Tax Law Compliance. Contractor (to the best of Contractor knowledge, after due inquiry), for a period of no fewer than six calendar years (or since the firm's inception if less than that) preceding the effective date of this Agreement, faithfully has complied with:
- 1) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - 2) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - 3) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - 4) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- N. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this Agreement.

17. Law of Oregon.

The Agreement shall be governed by the laws of the State of Oregon. Venue shall be in Clackamas County, Oregon.

18. Successors and Assignments.

Both City and Contractor bind themselves and any partner, successor, executor, administrator, or assign to this Agreement. Neither City nor Contractor shall assign or transfer their interest or obligation hereunder in this Agreement without the written consent of the other party. Contractor must seek and obtain City's written consent before subcontracting any part of the work required of Contractor under this Agreement. Any assignment, transfer, or subcontract attempted in violation of this Section shall be void.

19. Modification.

Any modification of the provisions of this Agreement shall be reduced to writing and signed by authorized agents of City and Contractor.

20. 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.

21. Method and Place of Giving Notice, Submitting Bills and Making Payments.

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Notice, bills, payments, and other information shall also be made via email to the parties listed in the address block below. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

CITY OF SANDY**Jennifer Coker**

Public Works Director

Email: jcoker@cityofsandy.com

CC: ap@cityofsandy.com

Phone: 503-668-6927

Contractor**Adam Sussman**

Principal Water Resources Consultant

Email: asussman@gsiws.com

Phone: 541-257-9001

Address: 39250 Pioneer Blvd
Sandy, OR 97055

Address: 1600 SW Western Blvd, Ste 240
Corvallis, OR 97333

When notices are so mailed, they shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this Section.

22. Conflict Between Terms.

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the Agreement, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

23. Severability.


If any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Agreement.

24. Integration; Counterparts; Electronic Signatures.

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject. The Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same Agreement. Any party shall be entitled to sign and transmit electronic signatures to this Agreement (whether by facsimile, .pdf, or electronic mail transmission), and any such signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature to this Agreement agrees to promptly execute and deliver to the other parties, upon request, an original signed Agreement.

[Signatures are on the following page.]

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Contractor has executed this Agreement on the date hereinabove first written.

<hr/> <p>City of Sandy Tyler Deems, City Manager</p>	 <hr/> <p>GSI Water Solutions, Inc. Kimberly Grigsby, Principle Water Resource</p>
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July 17, 2024

Jenny Coker
Public Works Director
City of Sandy
39250 Pioneer Boulevard
Sandy, OR 97055

RE: Proposal to Update Water Management and Conservation Plan

Dear Ms. Coker:

We appreciate the opportunity to provide you with this proposal to update the City of Sandy's (City) Water Management and Conservation Plan (WMCP). GSI Water Solutions, Inc. (GSI) has provided the City water rights related assistance since 2007, most recently providing sub-consulting services during development of the City's 2022 Water System Master Plan. We also developed the City's 2016 WMCP and 2021 WMCP Progress Report. Other water rights work executed by GSI includes obtaining water right certificates for the use of Alder Creek and Brownell Sprigs and an extension of time for the City's Salmon River water use permit. Based on our deep understanding of the City's water rights and water supply we are uniquely qualified to develop the City's WMCP update. We look forward to the opportunity to continue working with the City. Please see below for our scope of work to develop the City's 2025 WMCP.

Scope of Work

The final order issued by the Oregon Water Resources Department (OWRD) approving the City's 2016 WMCP included a condition requiring the City to submit an updated WMCP by November 30, 2025. The overall goal of this project is to meet this requirement by developing the City's updated WMCP by this date and meet the required WMCP content described in Oregon Administrative Rules (OAR) Chapter 690, Division 86. Based on our conversations we understand that recent water supply circumstances have prompted the City to want to focus on reviewing its curtailment plan and conservation benchmarks. At the City's request, GSI has also added an optional task "Water Conservation Implementation Support" for the City's consideration.

GSI will maximize project efficiency by relying on the City's 2016 WMCP (GSI) and 2021 WMCP Progress Report (GSI) as the basis for the City's 2025 WMCP and reference the City's 2022 Water System Master Plan (WSMP) (Conсор). GSI proposes to complete the following project activities.

Develop Updated WMCP

Introduction and Water Supplier Element

Revise the introduction to provide a contemporary summary of the City, update the description of the need for an updated WMCP, and provide a list of affected local governments. Incorporate recent historical demand and consumption data and provide an assessment of historical water use and water losses. Revise water rights information as needed and provide an updated analysis of water rights. Describe aquatic species present in water sources and surface water quality descriptions per latest state and federal data as necessary. Update

water system schematic, update service area population, and system description as needed. The Introduction and Water Supplier Element will satisfy the requirements of OAR 690-086-0120, 125, and 140.

Water Conservation Element

Update progress on meeting water conservation measures and associated benchmarks found in the City's 2021 WMCP Progress Report. Perform a conservation program review (including the City's membership in the Regional Water Providers Consortium). Provide an analysis of the City's customer base and consumption trends that will help inform creation of potentially new conservation measures. Based on these findings, provide a limited suite of optional conservation measures for the City's consideration. Document conservation measures and associated benchmarks selected by the City. The Water Conservation Element will meet the requirements of OAR 690-086-0150.

Water Curtailment Plan

Based on recent water supply challenges (Alder Creek Water Treatment Plant off-line and low outflow from Brownell Springs), take a fresh look at the City's curtailment plan. Update the existing curtailment plan by identifying and describing any recent water shortage(s) and current capacity limitations. Evaluate the City's curtailment stages and measures in the existing plan and revise as needed to meet the City's current needs. Update the Water Curtailment Plan to comply with the requirements of OAR 690-086-0160.

Water Supply Element

Revise 10- and 20-year population and water demand projections found in the City's 2022 WSMP. Delineate any future service area. Seek access to the City's Salmon River Permit S-87451, as appropriate. Describe previous research and evaluations of potential future supply options and describe alternative sources of supply such as interconnections and water conservation. The Water Supply Element will meet the requirements of OAR 690-086-0170.

Revise Draft WMCP and Submit to Affected Local Governments and OWRD

Provide sections of the WMCP consecutively for City review. Revise WMCP sections per City comments and compile the WMCP and provide full draft to City for review and incorporate City comments as needed. At least 30 days before submitting the draft WMCP to OWRD, seek comments from affected local governments regarding consistency with each of the local government's comprehensive land use plans as required under OAR 690-086. Work with the City to address any relevant comments from affected local governments before submitting the final draft WMCP to OWRD.

Submit Draft and Final Updated WMCP

Submit draft WMCP to OWRD and respond to any comments from OWRD from its review of the draft and submit the final WMCP to OWRD for approval.

Meetings

GSI will hold up to four project status and chapter review meetings via video or tele-conference with the City and one in-person project kick-off meeting. GSI will also hold informal conference calls or video or tele-conference meetings with the City as needed for check-ins and project coordination. The topics and timing for these meetings can be adjusted as jointly determined by the City and GSI as needed.

GSI will also attend up to two City Council meetings to provide an update and presentation of the updated WMCP. Timing for the presentations will be coordinated with City staff.

Deliverables

Provide individual draft sections of the WMCP for City review, compile sections into full draft WMCP for City review, and provide a local government review draft WMCP and a draft and final WMCP submitted to OWRD. City to receive up to two hard copies of the final WMCP and electronic version.

Assumptions

- The City will provide readily-available historical demand and consumption information in spreadsheet format (e.g. M.S. Excel).
- The City will provide 2022 WSMP data to GSI or coordinate with Consor and GSI to have the data provided to GSI.
- The City will provide a map with water system infrastructure and service area boundaries formatted as GIS georeferenced shapefiles or similar mapping format.
- The water conservation program review and analysis is limited in scope to provide up to 10 optional conservation measures.

Fee Estimate

Our team's proposed fee to complete this project on a time-and-materials basis is \$39,760 (fee excludes the optional task below). This budget will not be exceeded unless approved by the City in writing. This fee does not include OWRD's processing fee of \$2,450 to be paid by the City to OWRD upon submittal of the draft WMCP to OWRD. GSI's 2024 labor rates are attached to this project scope. GSI is not required to perform activities in excess of this stated not-to-exceed time and materials budget.

Optional Task – Water Conservation Implementation Support

Under this optional task GSI will provide water conservation program implementation support. This support could include implementation of measures identified during development of the WMCP conservation section such as content development for the City's website, conservation brochures, and consumer confidence report and also research regarding water efficient municipal code language related to new development. As requested, GSI will work with the City to develop a scope of services and budget for this optional task based on the conservation measures selected by the City (see "Water Conservation Element").

Schedule

Event	Anticipated Completion Dates
Notice to proceed	August 2024
Kick off meeting	August 2024
Submit draft sections of WMCP to City for review	October 2024 - March 2025
Submit draft WMCP to City for review	April 2025
Incorporate City comments and send draft WMCP to affected local government(s) for review	May 2025
City Council meeting presentation	To Be Determined
Submit final draft updated WMCP to OWRD	June 2025
Revise updated WMCP per OWRD comments, submit revisions to City	September 2025 (estimate)*
Submit draft final and final updated WMCP to OWRD	October 2025 (estimate)*
Receive updated WMCP Final Order from OWRD	November 2025 (estimate)*

* These dates are dependent upon OWRD's review and response times, which can vary.

We are looking forward to continuing to provide water rights consulting services to the City and continuing our long-standing relationship with the City. Please let us know if you have any questions or would like to discuss our proposal further. If this proposal meets your needs, we would be happy to send over GSI's Professional Services agreement for the City's review and execution as notice to proceed.

Sincerely,

GSI Water Solutions, Inc.



Tim Henkle
Water Resources Consultant



Adam Sussman
Principal Water Resources Consultant

Attachment: GSI 2024 Labor Rates



2024 GSI Fee Schedule

Labor Category	Hourly Rate
Technical Professionals	
Principal	\$200 – \$280
Supervising	\$190 – \$235
Managing	\$170 – \$200
Consulting	\$150 – \$185
Project	\$135 – \$165
Staff	\$110 – \$150
Other Services	
GIS/Graphics/Database	\$120 – \$175
Editor/Documents	\$120 – \$145
Administration	\$85 – \$120

The hourly rate for trial preparation and expert witness testimony is 1.5 times the standard billing rate shown above.

Expenses

- **Mileage:** IRS authorized rate/mile plus 10 percent markup
- **Direct expenses and outside services:** Cost plus 10 percent markup
- **Enterprise GIS:** \$100 per month for the duration of use

Schedule

Event	Anticipated Completion Dates
Notice to proceed	August 2024
Kick off meeting	August 2024
Submit draft sections of WMCP to City for review	October 2024 - March 2025
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Submit draft final and final updated WMCP to OWRD	October 2025 (estimate)*
Receive updated WMCP Final Order from OWRD	November 2025 (estimate)*

* These dates are dependent upon OWRD’s review and response times, which can vary.

Exhibit C
Personal Services Agreement, City of Sandy and GSI Water Solutions, Inc.

Scope of Work Tasks	Staff (hours)					
	Managing	Principal	Project	Staff	GIS/Graphics / Database	Administration
Develop Updated WMCP	92	6	10	32	4.5	-
Revise Draft WMCP and Submit to Affected Local Governments and OWRD	14	3	-	4	-	7
Submit Draft and Final Updated WMCP	28	1	-	-	-	7
Meetings	7	-	-	2	-	-
Total (hrs)	141	10	10	38	4.5	14
Billing Rates	\$ 201.40	\$ 250.00	\$ 148.00	\$ 127.20	\$ 169.60	\$ 121.90
Labor Costs	\$ 28,397.40	\$ 2,500.00	\$ 1,480.00	\$ 4,833.60	\$ 763.20	\$ 1,706.60
					Labor Costs	\$ 39,680.80
					Direct Expenses (eg. printing, mailing)	\$ 79.20
					Project Total	\$ 39,760.00



Proclamation

Whereas, the Sandy Area Chamber of Commerce has served to support businesses in our community for over seven decades; and

Whereas, the Sandy Area Chamber of Commerce enhances the quality of life in our city by fostering and strengthening relationships between local businesses; and

Whereas, the stated purpose of the Sandy Area Chamber of Commerce is to advocate for a healthy, responsible, and diverse business environment and provide the resources, tools, and connections that help businesses succeed; and

Whereas, the Sandy Area Chamber of Commerce provides a variety of networking and learning opportunities, as well as resources for business, career education, marketing assistance, and support for area tourism; and

Whereas, 2024 marks the 75th anniversary of the Sandy Area Chamber of Commerce.

NOW, THEREFORE, I, Stan Pulliam, Mayor of the City of Sandy, do hereby proclaim as follows:

That the City of Sandy publicly expresses its gratitude and appreciation of the Sandy Area Chamber of Commerce for providing 75 years of dedicated service to the Sandy community.

Dated this third day of September, 2024 Mayor: _____



STAFF REPORT

Meeting Type: City Council
Meeting Date: September 3, 2024
From: Tyler Deems, City Manager
Subject: Transportation System Development Charge Methodology and Rate Update

DECISION TO BE MADE:

Adoption of Resolution 2024-17 and 2024-21, a resolution adopting an updated methodology for transportation system development charges and a resolution amending the master fee schedule for transportation system development chargers, respectively. Upon adoption, Resolution 2024-17 would become effective immediately and Resolution 2024-21 would becoming effective October 1, 2024.

BACKGROUND / CONTEXT:

The Sandy Transportation SDC Methodology is designed to address all known state and local requirements for the establishment and update of the City of Sandy's local transportation SDCs. The Transportation SDC Methodology builds upon the findings contained in the Sandy Transportation System Plan (TSP), the Sandy Housing Capacity Analysis, the Economic Opportunities Analysis, and other long-range planning documents. As a reminder, the project list in the Transportation Master Plan reflects an aspirational list of projects and SDCs are only able to cover a portion of the project costs. Cities should reanalyze SDC methodologies to determine fee adequacy concurrently with revisions to master plans and aspirational project lists. Sandy's current practice is to increase SDCs on an annual basis to cover inflation (based on the Engineering News Record Construction Cost Index), but methodologies have historically been revised more periodically. The Transportation SDC Methodology was last modified in 2016, but the last major modifications to the methodology occurred in 2005.

KEY CONSIDERATIONS / ANALYSIS:

The initial Transportation System Development Charge (SDC) [work session on March 18, 2024](#) discussed the overall methodology and potential implementation of a new SDC rate. During a follow up [work session on May 6, 2024](#), Council provided staff with direction to move forward with adopting the new methodology in its entirety. Since that time, [staff has posted the 90-day noticing requirement for adopting a new methodology of the Transportation SDC](#). In addition, staff also [posted the methodology and other related information on the City's website](#) to be inspected by any interested parties.

The Transportation SDC Methodology that was presented on March 18 and May 6 included a range of improvement fee calculations that reflect varying levels of implementation of the Capital Improvement Plan (CIP) based on a prioritized list of improvements. An additional discussion during the [May 20, 2024 Council Meeting](#) provided direction to staff to set the Transportation SDC rate at \$9,716 per single family home. The Council felt comfortable moving forward with the updated

methodology but had a robust discussion around what the rate for the Transportation SDC should be increased to. Ultimately, Council felt most comfortable setting a rate equal to Option B., which includes medium and high priority projects (see below table).

Calculated TSDC per Person Trip End	A. High Priority Projects Only	B. Medium & High Priority Projects	C. Low, Medium & High Priority Projects	D. All TSP Projects Total
Cost Basis:				
Improvement Fee	\$ 16,933,800	\$ 38,240,094	\$ 56,605,149	\$ 180,451,425
Reimbursement Fee	7,525,668	7,525,668	7,525,668	7,525,668
Compliance Costs	159,520	159,520	159,520	159,520
Total Cost Basis	\$ 24,618,988	\$ 45,925,281	\$ 64,290,336	\$ 188,136,613
Proj. Growth in Daily Person-Trip Ends	74,887	74,887	74,887	74,887
Improvement Fee per Trip End	\$ 226	\$ 511	\$ 756	\$ 2,410
Reimbursement Fee per Trip End	\$ 100	\$ 100	\$ 100	\$ 100
Compliance Fee per Trip End	\$ 2	\$ 2	\$ 2	\$ 2
Total SDC per Trip End (rounded)	\$ 329	\$ 613	\$ 858	\$ 2,512
Equivalent New TSDC Rate per SFR:	\$ 5,208	\$ 9,716	\$ 13,601	\$ 39,800
Equivalent New TSDC Rate per Multi-family Unit:	\$ 3,722	\$ 6,944	\$ 9,721	\$ 28,447

Prior to adopting the SDC methodology or the updated rate, the Council should hold a public hearing for each topic.

BUDGET IMPACT:

Not increasing SDCs will have an impact on the City’s ability to construct projects as identified in our adopted master plans. While it is impossible to determine the exact impact on the budget, based on the number of equivalent residential units in the current pipeline, SDC revenue would increase by approximately \$1.4 million during the period of the existing 420 ERUs currently allocated.

RECOMMENDATION:

- Hold a Public Hearing to receive comments on the updated methodology.
- Hold a Public Hearing to receive comments on the updated rate.
- Adopt Resolutions 2024-17 and 2024-21

SUGGESTED MOTION LANGUAGE:

- “I move to adopt Resolution 2024-17.”
- “I move to adopt Resolution 2024-21.”

LIST OF ATTACHMENTS / EXHIBITS:

- Resolution 2024-17 – A Resolution Adopting an Updated Methodology for Transportation System Development Charges
- Transportation System Development Charge Methodology Report
- Resolution 2024-21 – A Resolution Amending the City of Sandy’s Master Fee Schedule for Transportation System Development Charges



RESOLUTION NO. 2024-17

A RESOLUTION ADOPTING AN UPDATED METHODOLOGY FOR TRANSPORTATION SYSTEM DEVELOPMENT CHARGES

WHEREAS, Section 15.28.050 of the Sandy Municipal Code requires that methodologies used to establish systems development charges be approved by a Resolution adopted by the Council; and

WHEREAS, the City Council engaged FCS Group, Inc. to review the 2023 City of Sandy Transportation System Plan and develop a methodology to calculate and collect Transportation System Development Charges to fund the improvements it describes; and

WHEREAS, the methodology developed by FCS Group, attached as Exhibit A, equitably apportions the cost of the projects attributable to new development; and

WHEREAS, the existing Transportation System Development Charges currently in effect are less in amount than said methodology would support; and

WHEREAS, the Sandy City Council desires to adopt said methodology at this time but will consider associated revisions to Transportation System Development Charges at a later time.

NOW, THEREFORE, THE CITY OF SANDY RESOLVES AS FOLLOWS:

Section 1. The methodology for establishment of Transportation System Development Charges as set forth in Exhibit A, attached hereto and incorporated herein by this reference, is hereby adopted. Any associated revisions to the system development charge amounts will be established by a separate resolution of the City Council.

Section 2. The methodology adopted by this Resolution replaces the methodology previously established through Resolution 2016-10.

This Resolution shall be effective on the date it is adopted by the City Council. This resolution is adopted by the City Council of the City of Sandy this 3rd day of September, 2024.

Stan Pulliam, Mayor

ATTEST:

Jeffrey Aprati, City Recorder

City of Sandy

TRANSPORTATION SYSTEM DEVELOPMENT CHARGE UPDATE

Methodology Report

July 12, 2024

Washington

7525 166th Avenue NE, Ste. D215
Redmond, WA 98052
425.867.1802

Oregon

5335 Meadows Road, Ste 330
Lake Oswego, OR 97035
503.841.6543

Colorado

PO Box 19114
Boulder, CO 80301-9998
719.284.9168

www.fcsgroup.com

This entire report is made of readily recyclable materials, including the bronze wire binding and the front and back cover, which are made from post-consumer recycled plastic bottles.



FCS GROUP
Solutions-Oriented Consulting

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Section I. INTRODUCTION

This section describes the project scope and policy context upon which the body of this report is based.

I.A. PROJECT BACKGROUND

The City of Sandy (City) imposes a system development charge (SDC) to provide partial funding for the capital needs of its transportation system. The current SDC is charged to all new developments in the City at a rate of \$4,826.00 per single-family dwelling unit and \$304.10 per average daily person trip for all other developments.

In 2023, the City engaged both DKS Associates and FCS GROUP to update the City’s transportation SDC based on the City’s updated Transportation System Plan and the long-range forecasts that are consistent with the City’s most current Housing Needs Analysis and Economic Opportunities Analysis.

I.B. POLICY

SDCs are enabled by state statutes, authorized by local ordinance, and constrained by the United States Constitution.

I.B.1. State Statutes

Oregon Revised Statutes (ORS) 223.297 to 223.316 enable local governments to establish SDCs, which are one-time fees on development that are paid at the time of development or redevelopment that creates additional demand for park facilities. SDCs are intended to recover a fair share of the cost of existing and planned facilities that provide capacity to serve future users -- growth.

ORS 223.299 defines two types of SDC:

- A reimbursement fee that is designed to recover “costs associated with capital improvements already constructed, or under construction when the fee is established, for which the local government determines that capacity exists”
- An improvement fee that is designed to recover “costs associated with capital improvements to be constructed”

ORS 223.304(1) states, in part, that a reimbursement fee must be based on “the value of unused capacity available to future system users or the cost of existing facilities” and must account for prior contributions by existing users and any gifted or grant-funded facilities. The calculation must

“promote the objective of future system users contributing no more than an equitable share to the cost of existing facilities.” A reimbursement fee may be spent on any capital improvement related to the system for which it is being charged (whether cash-financed or debt-financed).

ORS 223.304(2) states, in part, that an improvement fee must be calculated to include only the cost of projected capital improvements needed to increase system capacity for future users. In other words, the cost of planned projects that correct existing deficiencies or that do not otherwise increase capacity for future users may not be included in the improvement fee calculation. An improvement fee may be spent only on capital improvements (or portions thereof) that increase the capacity of the system for which it is being charged (whether cash-financed or debt-financed).

In addition to the reimbursement and improvement fees, ORS 223.307(5) states, in part, that “system development charge revenues may be expended on the costs of complying” with state statutes concerning SDCs, including “the costs of developing system development charge methodologies and providing an annual accounting of system development charge expenditures.”

I.B.2. Local Ordinance

Chapter 15.28 of the Sandy Municipal Code authorizes and governs the imposition and expenditure of transportation SDCs in Sandy. The City may need to modify its code to allow for the proposed changes to the transportation SDCs.

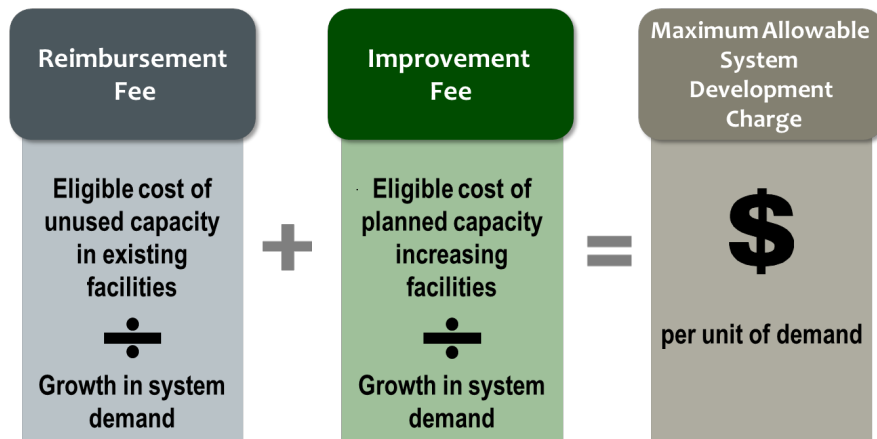
I.B.3. United States Constitution

The United States Supreme Court has determined that SDCs, impact fees, or other exactions that comply with state and/or local law may still violate the United States Constitution if they are not proportionate to the impact of the development. The SDCs calculated in this report are designed to meet all constitutional and statutory requirements.

Section II. SDC ANALYSIS

This section provides the detailed calculations of the maximum allowable transportation SDC.

In general, SDCs are calculated by adding a reimbursement fee component (if applicable) and an improvement fee component—both with potential adjustments. Each component is calculated by dividing the eligible cost by growth in units of demand. The unit of demand becomes the basis of the charge. Below is an illustration of this calculation:



II.A. GROWTH

The calculation of projected growth begins with defining the units by which current and future demand will be measured. Then, using the best available data, we quantify the current level of demand and estimate a future level of demand. The difference between the current level and the future level is the growth in demand that will serve as the denominator in the SDC calculations.

II.A.1. Unit of Measurement

A good unit of measurement allows an agency to quantify the incremental demand of development or redevelopment that creates additional demand for transportation facilities. A great unit of measurement allows an agency to distinguish different levels of demand added by different kinds of development or redevelopment.

For transportation SDCs, demand that can be attributed to individual developments is usually measured in the number of “trips” that will be generated by development. A “trip,” more properly described as a “trip end,” represents one transportation system user entering or exiting a particular development.

Trips can be measured in a variety of ways. The City’s current practice is to use estimated “average daily person trips,” which is a common way of measuring trips for SDC purposes. Under such a system of counting trips, a particular property’s total trip count represents the average number of trips per weekday. In the City’s case, a trip refers to people – not vehicles – entering or exiting the

property. For example, a property with five average daily person trips would, on an average weekday, see five people enter or exit the property, regardless of if all those people walked or arrived in a single van.

II.A.2. Growth in Demand

The City of Sandy’s Housing Needs Analysis and Economic Opportunity Analysis provide a forecast for the growth in jobs by land use type and dwelling units by type (either single-family or multi-family) expected between 2023 and 2043.

The Institute of Transportation Engineers publishes the expected number of average daily vehicle trips per job and per dwelling unit in its *Trip Generation Manual, 11th Edition*. These trip rates can be applied to the growth in number of jobs and dwelling units to estimate the total growth in average daily vehicle trip ends. As shown below, the projected growth in jobs and dwelling units within the City of Sandy equates to an estimate for total growth in average daily vehicle trip ends is 44,576.

The U.S. Department of Transportation publishes the *National Household Travel Survey*, which can be used to estimate the number of person trips given the number of vehicle trips. This conversion factor is 1.68 person trips per vehicle trip, meaning that the expected growth in average daily person trip ends in the City between 2023 and 2043 is 74,887. These calculations are shown in Table 1 below.

Table 1 – Growth in Average Daily Person Trips

Land Use	2023 Est.	2043 Proj.	Growth (20 years)	Trip Rate (Average Daily)	Est. Average Daily Trip Ends in 2023	Est. Average Daily Trip Ends in 2043	20-year Growth in Average Daily Trip Ends
Industrial	802 jobs	1,245 jobs	443 jobs	3.71	2,972	4,613	1,641
Retail Commercial	1,349 jobs	1,567 jobs	218 jobs	18.62	25,112	29,170	4,058
Office & Services	2,783 jobs	4,461 jobs	1,678 jobs	10.28	28,618	45,873	17,255
Government	580 jobs	764 jobs	184 jobs	7.45	4,321	5,692	1,371
Single-family	3,572 DUs	5,026 DUs	1,454 DUs	9.43	33,684	47,399	13,715
Multi-family (3+ units per structure)	745 DUs	1,715 DUs	970 DUs	6.74	5,021	11,556	6,535
Total (Vehicle Trips)					99,728	144,304	44,576
Total (Person Trips)					167,543	242,430	74,887

Source: Growth assumptions derived from Sandy HNA and EOA, draft report. Trip rates from Institute of Transportation Engineers, *Trip Generation Manual, 11th Edition*. Person trip conversion factor of 1.68 from U.S. Department of Transportation, 2017 *National Household Travel*

The growth estimate of 74,887 average daily person trips will serve as the denominator for the transportation SDC calculation. Based on these estimates, the calculated “growth share” percentage equates to 30.89 percent (74,887 / 242,430). This growth share estimate is an important figure for use in the improvement fee cost basis.

II.B. IMPROVEMENT FEE

An improvement fee is the eligible cost of planned projects per unit of growth that such projects will serve. Since we have already calculated growth (denominator) above, we will focus here on the improvement fee cost basis (numerator).

II.B.1. Eligibility

A project’s eligible cost is the product of its total cost and its eligibility percentage. The eligibility percentage represents the portion of the project that creates capacity for future users. Where possible, specific details about a project can provide an eligibility percentage. However, when this is not possible, projects can still be sorted into three broad categories.

The first category is for projects that do not provide capacity for future users. Such projects may be purely replacement projects, or they may be solving a deficiency in the transportation system. Projects in this category are zero percent eligible. The second category is for projects that are purely for future users, such as when a new local road is laid to provide for a new development. These projects are 100 percent eligible. Finally, projects that provide capacity that will be roughly equally shared between current and future users are eligible at the growth share percentage discussed in **Section II.A**, or 30.89 percent.

II.B.2. Improvement Fee Cost Basis

The project list for the transportation SDC is included in **Appendix A**. Each project has a project ID, priority, proposed funding source, and total cost in 2024 dollars. This capital project list is derived directly from the City’s most recent Transportation System Plan (TSP) developed by DKS Associates. More information on each project can be found by referencing the project IDs in the TSP.

Each project was assigned a local cost share percentage, representing the proportion of the project cost that the City is expected to pay for. Based on the TSP assumptions, each project has been assigned to a category based on relative priority.

Consideration is also given to the potential for outside funding, such as state or federal grants or other City funding resources. This was captured in the “Other Funding” column. For example, some outside funding was estimated for trails projects which are expected to be completed by the City’s parks program. Finally, the SDC-eligible cost was calculated by multiplying the SDC-eligibility percentage by the total cost and applying any outside funding to the non-eligible portion of the cost. Where projects have more outside funding than non-eligible costs, the SDC eligible cost was adjusted down by the difference.

This method of calculating the improvement fee cost basis resulted in a total Improvement Fee cost basis of \$180.5 million.

II.C. REIMBURSEMENT FEE

A reimbursement fee is the eligible cost of available capacity in the system per unit of growth that such capacity will serve. Since Table 1 provides a forecast of calculated growth (denominator) in net new person trips over the next 20 years, this section focuses on the reimbursement fee cost basis (numerator in the SDC equation).

II.C.1. Reimbursement Fee Cost Basis

The City provided an accounting of historical transportation improvement fee expenditures going back to Fiscal Year 2009-10. Because improvement fees can only legally be spent on capital expenditures that provide capacity for future users, it can be assumed that those prior expenditures

created capacity for future growth in the local transportation system. Further, since available capacity tends to be slowly used up as growth occurs, it is reasonable to assume that at least some of the capacity provided by those expenditures is available.

Using the calculated historic annual average trip growth rate of 2.353 percent that occurred between 2010 and 2023, the annual absorption of capacity added by historical improvement fee expenditures can be estimated. As shown in Table 2, this method results in an estimated remaining capacity of 73.9 percent for expenditures in Fiscal Year 2009-10 – and remaining capacity slowly increases as the expenditures get closer to the current fiscal year. This method of calculating the improvement fee cost basis resulted in a total Reimbursement Fee Cost Basis of \$7,525,668.

Table 2 – Reimbursement Fee Cost Basis Scenarios

Fiscal Year	Capacity Improvement Expenditures	Estimated Remaining Capacity	SDC-Eligible Cost
2010	\$ 243,994	67.1%	\$ 163,611
2011	258,055	69.4%	179,112
2012	82,800	71.8%	59,419
2013	-	74.1%	-
2014	85,961	76.5%	65,732
2015	360,885	78.8%	284,454
2016	-	81.2%	-
2017	28,108	83.5%	23,478
2018	-	85.9%	-
2019	-	88.2%	-
2020	501,866	90.6%	454,627
2021	290,020	92.9%	269,546
2022	361,816	95.3%	344,787
2023	4,581,044	97.6%	4,473,244
2024	1,207,656	100.0%	1,207,656
Total	\$ 8,002,205		\$ 7,525,668

*Source: * City staff (annual improvement fee expenditures); reduced by estimated annual avg. change in trip growth between 2010 and 2023 (2.353%).*

II.D. CALCULATED SDC

This section calculates the transportation SDC using the growth and the cost basis discussed above. The resulting SDC per average daily person trip can then be applied to new developments using the schedule provided in **Section III.C.**

II.D.1. Adjustments

The City estimates that it has no remaining fund balance in its improvement fee fund as of January 1, 2024. Therefore, no adjustment for outstanding fund balances are necessary.

ORS 223.307(5) authorizes the expenditure of SDCs on “the costs of complying with the provisions of ORS 223.297 to 223.316, including the costs of developing system development charge methodologies and providing an annual accounting of system development charge expenditures.” To avoid spending monies for compliance that might otherwise have been spent on growth-related projects, this report also includes compliance costs as a separate cost basis. This cost basis is calculated based on the cost of the SDC methodology, once every five years for the full 20 years of the planning horizon, for a total of \$159,520.

II.D.2. Calculated SDC

The table below shows the fully calculated SDC given the improvement fee cost basis discussed in **Section II.B.2** and the reimbursement fee cost basis discussed in **Section II.C.1**.

Table 3 – Sandy Transportation SDC Scenarios and Fee Calculations

Calculated TSDC per Person Trip End	
Cost Basis:	
Improvement Fee	\$ 180,451,425
Reimbursement Fee	7,525,668
Compliance Costs	159,520
Total Cost Basis	\$ 188,136,613
Proj. Growth in Daily Person-Trip Ends	74,887
Improvement Fee per Trip End	\$ 2,409.65
Reimbursement Fee per Trip End	100.49
Compliance Fee per Trip End	2.13
Total SDC per Trip End (rounded)	\$ 2,512.27
Equivalent New TSDC Rate per SFR:	\$ 39,800
Equivalent New TSDC Rate per Multi-family Unit:	\$ 28,447

Source: City staff, previous tables

As shown above, the maximum defensible charge (Scenario D) is \$2,512.27 per average daily person trip end.

Section III. IMPLEMENTATION

This section addresses practical aspects of implementing the proposed transportation SDC.

III.A. INDEXING

ORS 223.304 allows for the periodic indexing of SDCs for inflation, as long as the index used is:

- (A) A relevant measurement of the average change in prices or costs over an identified time period for materials, labor, real property or a combination of the three;
- (B) Published by a recognized organization or agency that produces the index or data source for reasons that are independent of the system development charge methodology; and
- (C) Incorporated as part of the established methodology or identified and adopted in a separate ordinance, resolution or order.

In accordance with Oregon statutes, the City should use the *Engineering News-Record* (ENR) Construction Cost Index (CCI) 20-City Average as the basis for adjusting SDCs annually.

III.B. COMPARISONS

This section provides comparisons for the City's current and proposed SDCs against those of comparable jurisdictions. As shown in Table 4, adopting the maximum defensible SDC calculated in this report would increase the average transportation SDC for new single-family homes from its current level (\$4,826) to \$39,800 per dwelling unit. It should be noted that this rate represents the maximum defensible rate that the city can legally charge. City Council, by policy, may charge any rate that they see fit so long as it is below the maximum defensible rate.

Table 4 – Transportation SDC per Single Family Dwelling Comparison

Transportation SDC per SFR	
Sandy (Maximum)	\$39,800
Wilsonville	\$16,823
Oregon City	\$13,939
North Plains	\$13,705
Sherwood	\$12,719
Happy Valley	\$12,304
Forest Grove	\$10,599
Molalla	\$8,722
Woodburn	\$6,988
McMinnville	\$6,266
Sandy (Current)	\$4,826
Gladstone	\$4,440
Canby	\$4,013
Estacada	\$3,827
Milwaukie	\$2,470
Troutdale	\$1,297

Source: FCS GROUP Survey, 1/4/2024

III.C. SCHEDULE OF SDCS

Table 5 below provides a schedule of the charges based on maximum defensible transportation SDC.

Table 5 – Transportation SDC Schedule

Development Type	ITE		Average	Calculated TSDC
	Code	Unit of Measure	Daily Person Trip Ends	
Single Family Detached Housing	210	Dwelling Units	15.84	\$39,800.38
Multifamily (Low-Rise)	220	Dwelling Units	11.32	\$28,446.93
Mobile Home	240	Dwelling Units	11.96	\$30,050.76
Other (non Residential)		Person Trip	1.00	\$2,512.27

Source: ITE, Trip Generation Manual, 11th Edition. Person trip conversion factor of 1.68 from U.S. Department of Transportation, 2017 National Household Travel Survey.

APPENDIX A: TRANSPORTATION PROJECT LIST AS IDENTIFIED IN THE TSP

ID	Priority	Source	Total Cost (2024)	Local Share	Assumed		SDC Eligibility	Total Other		SDC-Eligible Cost
					Developer Share	Funding Share				
P1	FC	Local	\$ 1,003,905	100.00%	0.00%	30.89%	0.00%	\$	310,108	
P2	Medium	Local	903,515	100.00%	0.00%	30.89%	0.00%		279,097	
P3	FC	Local	878,417	100.00%	0.00%	30.89%	0.00%		271,344	
P4	Medium	Local	652,538	100.00%	0.00%	30.89%	0.00%		201,570	
P5	Medium	Local	1,756,834	100.00%	0.00%	30.89%	0.00%		542,689	
P6	Medium	Local	3,965,426	100.00%	0.00%	30.89%	0.00%		1,224,926	
P7	High	Local	50,195	100.00%	0.00%	30.89%	0.00%		15,505	
P8	Medium	Local	2,208,592	100.00%	0.00%	30.89%	0.00%		682,237	
P9	Medium	Local	250,976	100.00%	0.00%	30.89%	0.00%		77,527	
P10	Medium	Local	-	100.00%	0.00%	30.89%	0.00%		-	
P11	High	Local	100,391	100.00%	0.00%	30.89%	0.00%		31,011	
P12	Medium	Local	1,154,491	100.00%	0.00%	30.89%	0.00%		356,624	
P13	Medium	Local	150,586	100.00%	0.00%	30.89%	0.00%		46,516	
P14	High	Local	250,976	100.00%	0.00%	30.89%	0.00%		77,527	
P15	Medium	Local	75,293	100.00%	0.00%	30.89%	0.00%		23,258	
P16	High	Local	225,879	100.00%	0.00%	30.89%	0.00%		69,774	
P17	High	Local	351,367	100.00%	0.00%	30.89%	0.00%		108,538	
P19	Medium	ODOT	552,148	20.00%	0.00%	30.89%	80.00%		110,430	
P20	Medium	ODOT	1,204,686	20.00%	0.00%	30.89%	80.00%		240,937	
P22	High	ODOT	-	20.00%	0.00%	30.89%	80.00%		-	
P23	Medium	Local	-	100.00%	0.00%	30.89%	0.00%		-	
P24	Medium	Local	125,488	100.00%	0.00%	30.89%	0.00%		38,763	
P25	Medium	Local	-	100.00%	0.00%	100.00%	0.00%		-	
P26	Medium	Local	627,441	100.00%	0.00%	30.89%	0.00%		193,817	
P27	Medium	Local	2,233,689	100.00%	0.00%	30.89%	0.00%		689,990	
C1	High	Local	25,098	100.00%	0.00%	0.00%	0.00%		-	
C2	High	Local	125,488	100.00%	0.00%	0.00%	0.00%		-	
C3	Medium	Local	125,488	100.00%	0.00%	0.00%	0.00%		-	
C4	Medium	Local	125,488	100.00%	0.00%	0.00%	0.00%		-	
C5	FC	Local	125,488	100.00%	0.00%	0.00%	0.00%		-	
C6	FC	Local	125,488	100.00%	0.00%	0.00%	0.00%		-	
C7	FC	ODOT	125,488	20.00%	0.00%	0.00%	80.00%		-	
C8	FC	Local	25,098	100.00%	0.00%	0.00%	0.00%		-	
C9	FC	Local	25,098	100.00%	0.00%	0.00%	0.00%		-	
C10	FC	Local	25,098	100.00%	0.00%	0.00%	0.00%		-	
C11	FC	Local	351,367	100.00%	0.00%	0.00%	0.00%		-	
C12	FC	Local	25,098	100.00%	0.00%	0.00%	0.00%		-	
C13	FC	Local	351,367	100.00%	0.00%	0.00%	0.00%		-	
C14	FC	Local	25,098	100.00%	0.00%	0.00%	0.00%		-	
C15	FC	Local	125,488	100.00%	0.00%	0.00%	0.00%		-	
C16	Medium	Local	25,098	100.00%	0.00%	0.00%	0.00%		-	
C17	Medium	ODOT	25,098	20.00%	0.00%	0.00%	80.00%		-	
C18	High	Local	25,098	100.00%	0.00%	0.00%	0.00%		-	
C19	High	Local	25,098	100.00%	0.00%	0.00%	0.00%		-	
C20	High	Local	25,098	100.00%	0.00%	0.00%	0.00%		-	
C21	High	Local	25,098	100.00%	0.00%	0.00%	0.00%		-	
C22	Medium	Local	6,023,432	100.00%	0.00%	30.89%	0.00%		1,860,647	
C23	FC - Funded	Local	501,953	100.00%	0.00%	30.89%	0.00%		155,054	

(continued)

ID	Priority	Source	Total Cost (2024)	Local Share	Assumed		Total Other		SDC-Eligible Cost
					Developer Share	SDC Eligibility	Funding Share		
C24	High	Local	75,293	100.00%	0.00%	30.89%	0.00%	23,258	
B1	High	Local	1,505,858	100.00%	0.00%	30.89%	0.00%	465,162	
B2	High	Local	50,195	100.00%	0.00%	30.89%	0.00%	15,505	
B3	High	Local	2,559,959	100.00%	0.00%	30.89%	0.00%	790,775	
B4	High	Local	50,195	100.00%	0.00%	30.89%	0.00%	15,505	
B5	High	Local	50,195	100.00%	0.00%	30.89%	0.00%	15,505	
B6	High	Local	75,293	100.00%	0.00%	30.89%	0.00%	23,258	
B7	High	Local	75,293	100.00%	0.00%	30.89%	0.00%	23,258	
B8	High	Local	25,098	100.00%	0.00%	30.89%	0.00%	7,753	
B9	High	Local	50,195	100.00%	0.00%	30.89%	0.00%	15,505	
B10	High	Local	3,011,716	100.00%	0.00%	30.89%	0.00%	930,324	
B12	High	ODOT	7,755,168	20.00%	0.00%	30.89%	80.00%	1,551,034	
B13	Medium	Local	2,283,885	100.00%	0.00%	30.89%	0.00%	705,495	
B14	Medium	Local	3,940,328	100.00%	0.00%	30.89%	0.00%	1,217,174	
B15	Medium	Local	2,083,104	100.00%	0.00%	30.89%	0.00%	643,474	
T03	Medium	Local	125,488	100.00%	0.00%	100.00%	0.00%	125,488	
T04	Medium	Local	200,781	100.00%	0.00%	100.00%	100.00%	-	
T05	Medium	Local	50,195	100.00%	0.00%	100.00%	100.00%	-	
T06	Medium	Local	100,391	100.00%	0.00%	100.00%	100.00%	-	
T08	Medium	Local	150,586	100.00%	0.00%	100.00%	100.00%	-	
T09	Medium	Local	50,195	100.00%	0.00%	100.00%	100.00%	-	
T10	Medium	Local	75,293	100.00%	0.00%	100.00%	100.00%	-	
T11	Medium	Local	50,195	100.00%	0.00%	100.00%	100.00%	-	
T12	Medium	Local	100,391	100.00%	0.00%	100.00%	100.00%	-	
T13	Medium	Local	50,195	100.00%	0.00%	100.00%	100.00%	-	
T17	Medium	Local	25,098	100.00%	0.00%	100.00%	100.00%	-	
T19	Medium	Local	5,020	100.00%	0.00%	100.00%	100.00%	-	
T21	Medium	Local	50,195	100.00%	0.00%	100.00%	0.00%	50,195	
T28	Medium	Local	75,293	100.00%	0.00%	100.00%	100.00%	-	
T30	Medium	Local	15,059	100.00%	0.00%	100.00%	100.00%	-	
T31	Medium	Local	100,391	100.00%	0.00%	100.00%	100.00%	-	
T32	Medium	Local	15,059	100.00%	0.00%	100.00%	100.00%	-	
T33	Medium	Local	50,195	100.00%	0.00%	100.00%	100.00%	-	
T35	Medium	Local	75,293	100.00%	0.00%	100.00%	100.00%	-	
T38	Medium	Local	451,757	100.00%	0.00%	100.00%	100.00%	-	
T39	Medium	Local	125,488	100.00%	0.00%	100.00%	0.00%	125,488	
T40	Medium	Local	100,391	100.00%	0.00%	100.00%	100.00%	-	
T41	Medium	Local	50,195	100.00%	0.00%	100.00%	100.00%	-	
T42	Medium	Local	50,195	100.00%	0.00%	100.00%	0.00%	50,195	
T44	Medium	Local	75,293	100.00%	0.00%	100.00%	0.00%	75,293	
T50	Medium	Local	401,562	100.00%	0.00%	100.00%	0.00%	401,562	
T54	Medium	Local	30,117	100.00%	0.00%	100.00%	0.00%	30,117	
D1	Medium	Local	140,547	100.00%	0.00%	30.89%	0.00%	43,415	
D2	Medium	Local	1,430,565	100.00%	0.00%	30.89%	0.00%	441,904	
D3	FC - Funded	Local	6,550,482	100.00%	0.00%	30.89%	0.00%	2,023,454	
D4	Low	ODOT	953,710	20.00%	0.00%	30.89%	80.00%	190,742	
D5	Medium	ODOT	953,710	20.00%	0.00%	30.89%	80.00%	190,742	
D6	FC	ODOT	15,059	20.00%	0.00%	30.89%	80.00%	3,012	
D8	Low	ODOT	1,505,858	20.00%	0.00%	30.89%	80.00%	301,172	
D9	FC	Local	501,953	100.00%	0.00%	30.89%	0.00%	155,054	
D11	Low	Local	125,488	100.00%	0.00%	30.89%	0.00%	38,763	
D12	Low	Local	13,226,452	100.00%	66.00%	100.00%	66.00%	4,496,994	
D13	Low	Local	7,479,095	100.00%	66.00%	100.00%	66.00%	2,542,892	
D14a	FC - Funded	Local	9,988,858	100.00%	66.00%	100.00%	66.00%	3,396,212	
D14b	Low	Local	9,938,663	100.00%	66.00%	100.00%	66.00%	3,379,145	
D15a	FC - Funded	Local	3,011,716	100.00%	66.00%	100.00%	66.00%	1,023,983	
D15b	Very low	Local	14,054,674	100.00%	66.00%	100.00%	66.00%	4,778,589	
D16	Medium	Local	9,035,148	100.00%	66.00%	100.00%	66.00%	3,071,950	

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ID	Priority	Source	Total Cost (2024)	Local Share	Assumed		Total Other		SDC-Eligible Cost
					Developer Share	SDC Eligibility	Funding Share		
D17	Very low	Local	4,693,257	100.00%	66.00%	100.00%	66.00%	1,595,707	
D18	Low	Local	5,270,503	100.00%	66.00%	100.00%	66.00%	1,791,971	
D19	Low	Local	5,973,237	100.00%	66.00%	100.00%	66.00%	2,030,900	
D20	FC	Local	3,915,231	100.00%	66.00%	100.00%	66.00%	1,331,178	
D21a	Very low	Local	24,445,094	100.00%	66.00%	100.00%	66.00%	8,311,332	
D21b	Very low	Local	13,803,698	100.00%	66.00%	100.00%	66.00%	4,693,257	
D21c	Low	Local	2,032,908	100.00%	66.00%	100.00%	66.00%	691,189	
D21d	Medium	Local	2,183,494	100.00%	66.00%	100.00%	66.00%	742,388	
D21e	Very low	Local	33,681,023	100.00%	66.00%	100.00%	66.00%	11,451,548	
D21f	FC	Local	878,417	100.00%	66.00%	100.00%	66.00%	298,662	
D21g	Very low	Local	4,015,621	100.00%	66.00%	100.00%	66.00%	1,365,311	
D22	Very low	Local	20,078,106	100.00%	66.00%	100.00%	66.00%	6,826,556	
D23	Very low	Local	391,523,070	20.00%	0.00%	30.89%	80.00%	78,304,614	
D24	FC	Local	1,003,905	100.00%	0.00%	0.00%	0.00%	-	
D25	Medium	Local	22,085,917	100.00%	0.00%	30.89%	0.00%	6,822,374	
D26	High	Local	11,042,958	100.00%	0.00%	30.89%	0.00%	3,411,187	
D27	FC	Local	50,195	100.00%	0.00%	0.00%	0.00%	-	
D28	Low	Local	4,166,207	100.00%	0.00%	0.00%	0.00%	-	
D29	Medium	Local	3,714,450	100.00%	0.00%	0.00%	0.00%	-	
D30	Low	Local	175,683	100.00%	0.00%	0.00%	0.00%	-	
D31	FC	Local	1,003,905	100.00%	0.00%	30.89%	0.00%	310,108	
D32	Very low	Local	19,174,591	100.00%	66.00%	100.00%	66.00%	6,519,361	
D33	Low	Local	8,533,195	100.00%	66.00%	100.00%	66.00%	2,901,286	
S1	FC	ODOT	200,781	20.00%	0.00%	30.89%	80.00%	40,156	
S2	FC	ODOT	50,195	20.00%	0.00%	30.89%	80.00%	10,039	
S3	FC	ODOT	75,293	20.00%	0.00%	30.89%	80.00%	15,059	
Total			\$ 716,055,538					\$ 180,451,425	



RESOLUTION NO. 2024-21

A RESOLUTION AMENDING THE CITY OF SANDY’S MASTER FEE SCHEDULE FOR TRANSPORTATION SYSTEM DEVELOPMENT CHARGES

WHEREAS, the City Council imposes municipal fees and charges via Resolution; and

WHEREAS, adjustments to fees and charges are necessary to reflect the current costs of service delivery; and

WHEREAS, the City Council has reviewed the proposed changes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANDY:

Section 1: The Transportation SDC has been increased to \$9,716 per single family dwelling unit (\$613.38 per average daily person trip).

Section 2: These changes shall become effective October 1, 2024.

This resolution is adopted by the City Council of the City of Sandy this 3rd day of September, 2024.

Stan Pulliam, Mayor

ATTEST:

Jeffrey Aprati, City Recorder



STAFF REPORT

Meeting Type: City Council
Meeting Date: September 3, 2024
From: Rochelle Anderholm-Parsch, Parks and Recreation Director
Subject: Design for Meinig Memorial Park Improvements and Restoration

DECISION TO BE MADE:

Review and provide further input to staff on Meinig Park improvements / restoration.

PURPOSE / OBJECTIVE:

This is another opportunity for the Council to help further develop the preferred concept for Meinig Park improvements and restoration. The Council will also receive an update on the August 2024 Parks and Trails Advisory Board meeting and review refined options with staff and consultants.

BACKGROUND / CONTEXT:

A master plan for Meinig Memorial Park was created in 2011, with the project going out to bid in 2017. Although it stalled at the time, the project has now been revitalized with funding allocated for the 2023-2025 fiscal year. The focus is on re-envisioning ADA accessibility, improving access for large events like Winterfest and Mt. Festival, and redeveloping Fantasy Forest, which has exceeded its useful life. The redevelopment aims to provide a safe and inclusive play experience. Additionally, erosion in "No Name Creek" has caused trail undermining, making stream and trail restoration a high priority.

Staff and Lango Hansen presented to the Parks and Trails Advisory Board on [July 10, 2024](#), and again on [August 14, 2024](#), to solicit recommendations on the Meinig Memorial Park improvements. Staff and Lango Hansen Landscape Architects also presented to the Council on [July 15, 2024](#). Feedback from the Council was incorporated into the refined concept presented on August 14, 2024, to the Parks Board. Based on feedback from both the Parks Board and Council, the updated areas of focus are:

1. No Name Creek Restoration
2. Fantasy Forest Playground
3. Pathway and Trail System
4. Hillside Seating
5. Parking Lot Improvements

It was determined that the dog park should be considered as an amenity at another location, as Meinig Park is not the best fit for the originally proposed dog park.

KEY CONSIDERATIONS / ANALYSIS:

Improvements to this cherished community park are crucial. The Parks and Recreation Department has been provided with funds to design the necessary improvements, focusing on enhancing accessibility, event accommodation, and safe, inclusive play areas.

BUDGET IMPACT:

\$200,000 has been allocated for improvements and planning efforts for the rekindled design work of Meinig Memorial Park for fiscal years 2023-2025, covering the updated design and bid phases. This allocation covers the design and bid phases, and funds to address immediate safety issues.

RECOMMENDATION:

Staff requests that the Council review the refined options and provide recommendations. The Council will be able to review Meinig Park options again on October 9, 2024 to finalize the preferred concept.

LIST OF ATTACHMENTS / EXHIBITS:

- Slide Presentation: Meinig Memorial Park Improvements and Redevelopment



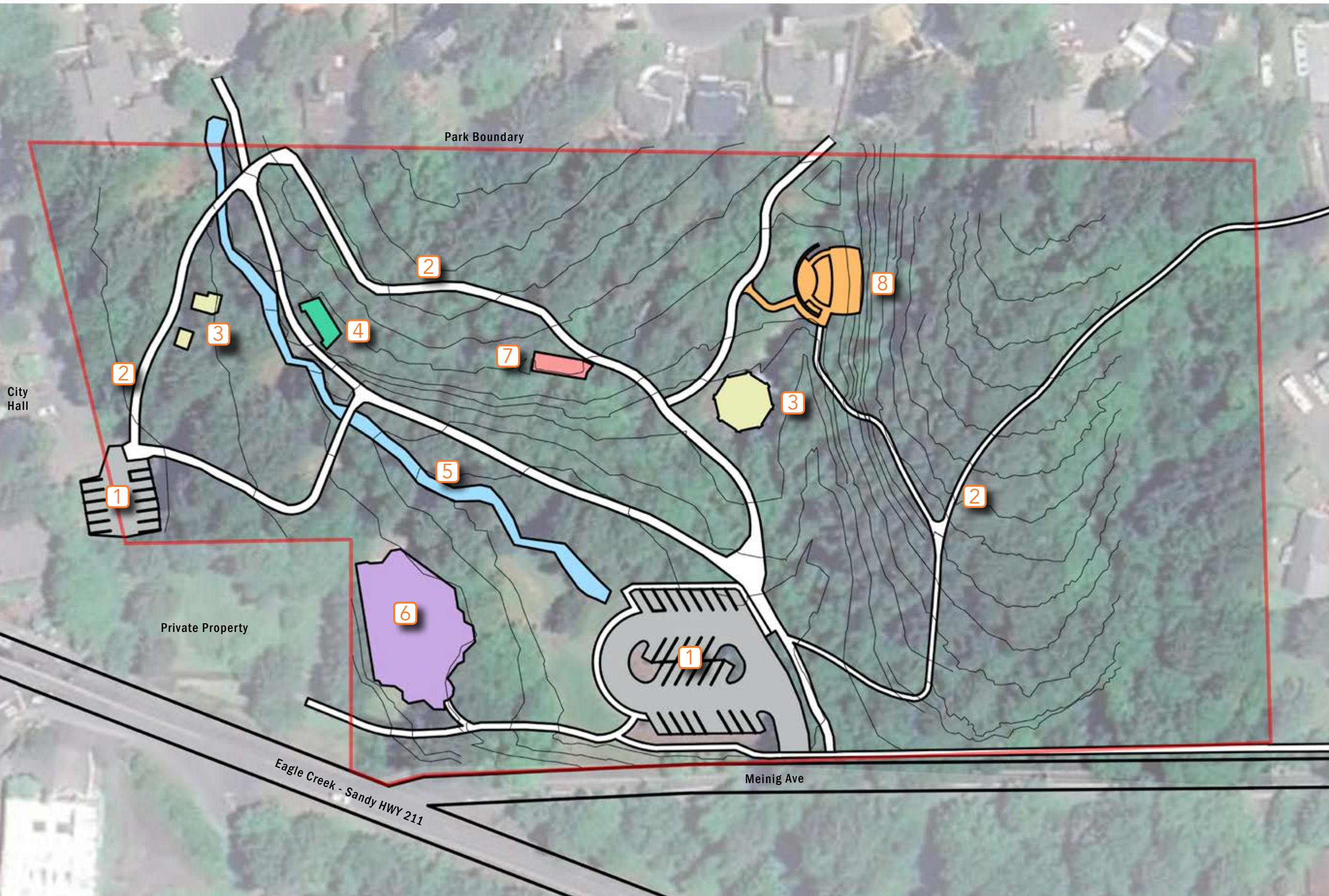
MEINIG MEMORIAL PARK

City Council

September 03, 2024

PARK AMENITIES Item # 6.

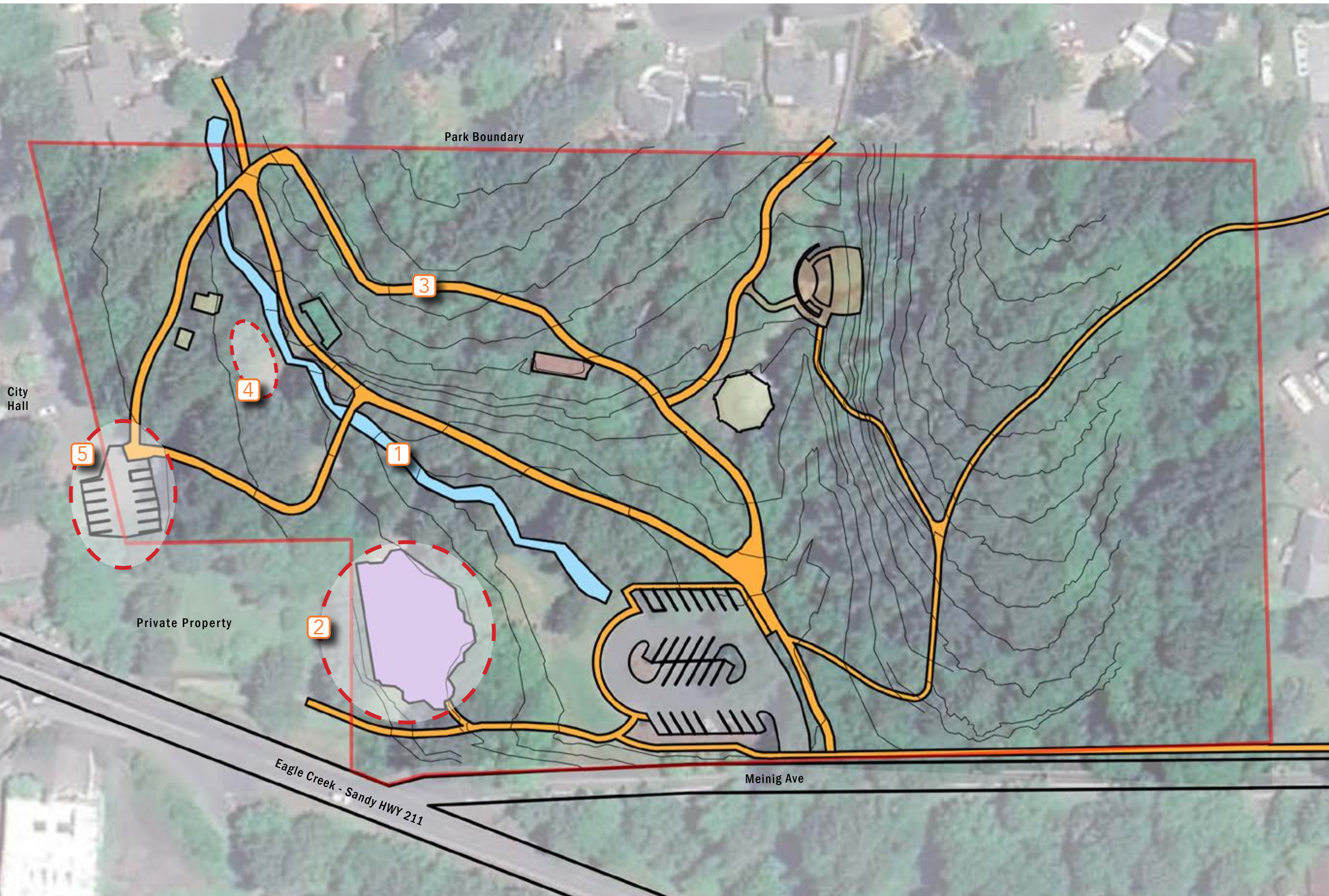
- 1** Parking Lot
- 2** Park Pathway System
- 3** Picnic Shelters
- 4** Main Stage
- 5** No Name Creek
- 6** Fantasy Forest Playground
- 7** Restrooms
- 8** Amphitheater



Existing Conditions

Focus Areas Item # 6.

- 1 No Name Creek
- 2 Fantasy Forest Playground
- 3 Park Pathway System
- 4 Hillside Seating
- 5 Parking Improvements





ISSUES

- Unregulated pedestrian access to creek
- Soil erosion from surrounding slopes
- Lack of vegetation and habitat
- Degraded water quality and bank conditions

IMPROVEMENTS

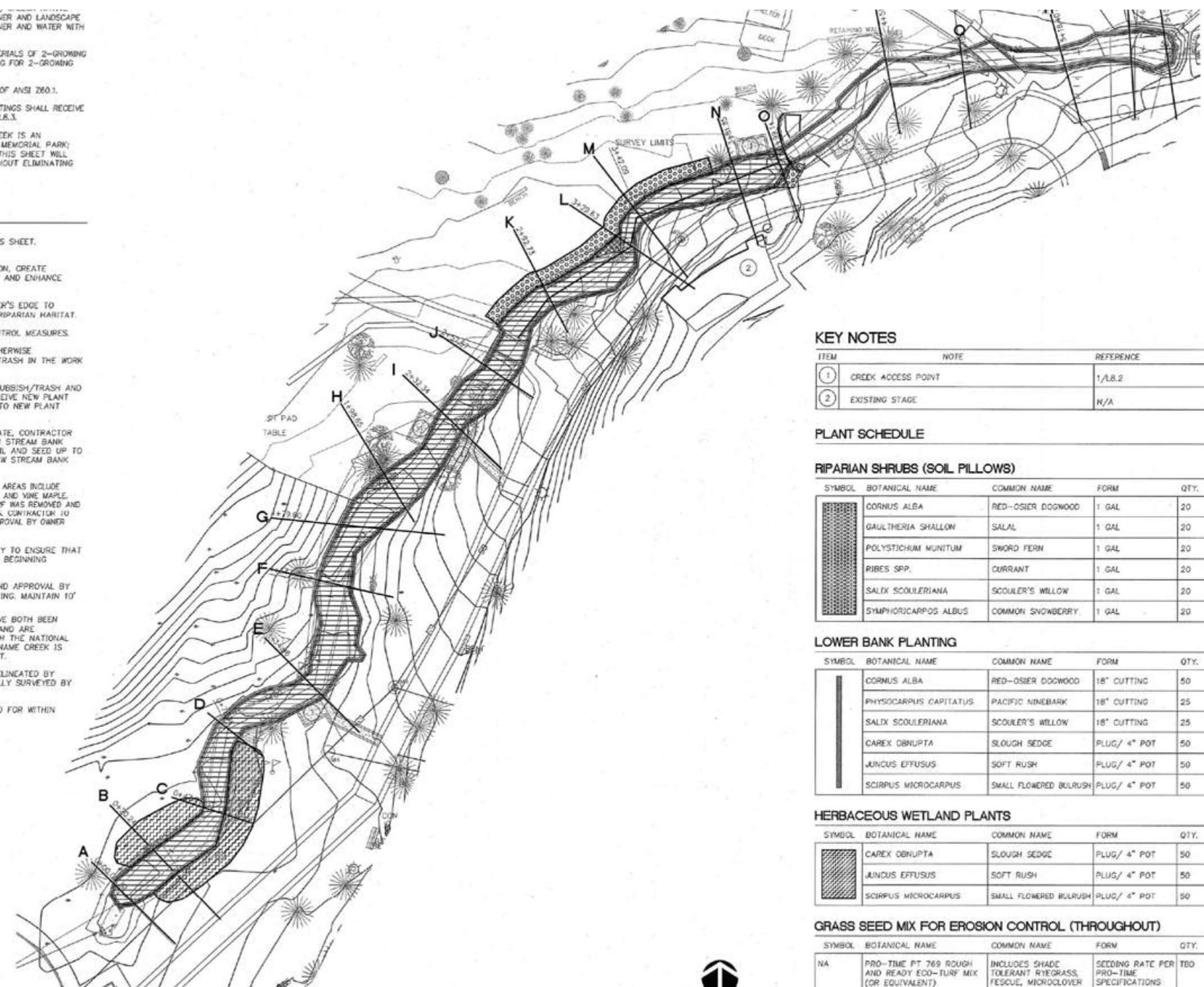
- 1 Stream Access
- 2 Bank Stabilization
- 3 Revegetation and Habitat restoration
- 4 Water quality improvement

Focus Area 1 - No Name Creek Restoration

- SHRUBS, PLANT SPECIES TO BE DETERMINED BY OWNER AND LANDSCAPE ARCHITECT. INSTALL IN AREAS AS DIRECTED BY OWNER AND WATER WITH GEL PACKS. FOR 2-GROWING SEASONS.
- 2. PROVIDE A MINIMUM WARRANTY ON ALL PLANT MATERIALS OF 2-GROWING SEASONS. PROVIDE TEMPORARY IRRIGATION/WATERING FOR 2-GROWING SEASONS.
- 3. ALL PLANT MATERIAL SHALL MEET THE STANDARDS OF ANSI Z60.1.
- 4. ALL SHRUBS, GROUNDCOVER AND UPPER BANK PLANTINGS SHALL RECEIVE 2-INCHES OF COMPOSTED BARK MULCH COVER SEE L.B.3.
- 5. VIEW/ACCESS POINTS -- ACCESS TO NO NAME CREEK IS AN IMPORTANT PART OF THE EXPERIENCE AT MEINIG MEMORIAL PARK. LIMITING ACCESS TO THE LOCATIONS SHOWN ON THIS SHEET WILL HELP IMPROVE THE CONDITION OF THE BANK WITHOUT ELIMINATING THIS ACTIVITY SEE 1/L.B.2.

INSTALLATION NOTES

- GENERAL**
1. ALL INFORMATION ON SHEET T1.0 APPLIES TO THIS SHEET.
- NO NAME CREEK IMPROVEMENTS**
- INTENT - IMPROVE BANK CONDITIONS, REDUCE EROSION, CREATE OPPORTUNITY FOR HABITAT, IMPROVE WATER QUALITY AND ENHANCE PEDESTRIAN ACCESS.
2. VEGETATION - INSTALL VERY CLOSE TO THE WATER'S EDGE TO STABILIZE THE BANKS AND TO IMPROVE STREAM/RIPARIAN HABITAT.
 3. (SEE EROSION CONTROL PLANS) FOR EROSION CONTROL MEASURES.
 4. REMOVE ALL NON-NATIVE, DEAD, INVASIVE OR OTHERWISE UNDESIRABLE PLANT SPECIES AND ANY RUBBISH/TRASH IN THE WORK AREA.
 5. REMOVE SILT ACCUMULATION, WEEDS AND TURF, RUBBISH/TRASH AND OTHER ITEMS IN AREAS SHOWN ON PLANS TO RECEIVE NEW PLANT MATERIAL AND AS DIRECTED OF THE CITY PRIOR TO NEW PLANT MATERIAL INSTALLATION.
 6. BOUNDARY OF EXISTING LAWN AREA IS APPROXIMATE, CONTRACTOR SHALL PROVIDE SEAMLESS TRANSITION ZONE FROM STREAM BANK PLANTING TO EXISTING LAWN AREAS. PREPARE SOIL AND SEED UP TO THE EDGE OF ADJACENT PATHS AND EDGES OF NEW STREAM BANK PLANTINGS.
 5. PLANTS TO BE USED IN RE-VEGETATION OF DISTURBED AREAS INCLUDE INDIAN PLUM, RED-OSIER DOGWOOD, PACIFIC NINEBARK, AND VINE MAPLE. TURF TO BE USED ONLY IN AREAS WHERE EXISTING TURF WAS REMOVED AND NEED TO BE REPLACED TO MATCH EXISTING CONDITIONS. CONTRACTOR TO PROVIDE A RE-VEGETATION PLAN FOR REVIEW AND APPROVAL BY OWNER AND LANDSCAPE ARCHITECT. (SEE L2.1)
 6. CONTRACTOR SHALL COORDINATE WITH OWNER/CITY TO ENSURE THAT ALL NECESSARY PERMITS ARE IN PLACE PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES.
 7. STAKE PROPOSED TREE LOCATIONS FOR REVIEW AND APPROVAL BY OWNER/OWNER'S REPRESENTATIVE PRIOR TO PLANTING. MAINTAIN 10' (FT.) MINIMUM DISTANCE FROM EXISTING TREES
 8. PERMITS - D.E.Q. AND ARMY CORPS. PERMITS HAVE BOTH BEEN SUBMITTED BY PACIFIC HABITAT SERVICES (PHS) AND ARE CURRENTLY UNDER REVIEW. NO COORDINATION WITH THE NATIONAL MARINE FISHERIES SERVICES IS REQUIRED AS NO NAME CREEK IS NOT DESIGNATED AS ESSENTIAL SALMONID HABITAT.
 - 8.1. THE ORDINARY HIGH WATER LINE HAS BEEN DELINEATED BY PACIFIC HABITAT SERVICES AND PROFESSIONALLY SURVEYED BY FIRWOOD DESIGN.
 - 8.2. CUT/FILL CALCULATION HAVE BEEN ACCOUNTED FOR WITHIN THESE PERMITS.



KEY NOTES

ITEM	NOTE	REFERENCE
1	CREEK ACCESS POINT	1/L.B.2
2	EXISTING STAGE	N/A

PLANT SCHEDULE

RIPARIAN SHRUBS (SOIL PILLOWS)

SYMBOL	BOTANICAL NAME	COMMON NAME	FORM	QTY.
[Symbol]	CORNUS ALBA	RED-OSIER DOGWOOD	1 GAL	20
[Symbol]	GAULTHERIA SHALLOW	SALAL	1 GAL	20
[Symbol]	POLYSTICHUM MUNIUM	SWORD FERN	1 GAL	20
[Symbol]	RIBES SPP.	CURRENT	1 GAL	20
[Symbol]	SALIX SCOULERIANA	SCOULER'S WILLOW	1 GAL	20
[Symbol]	SYMPHORICARPOS ALBUS	COMMON SNOWBERRY	1 GAL	20

LOWER BANK PLANTING

SYMBOL	BOTANICAL NAME	COMMON NAME	FORM	QTY.
[Symbol]	CORNUS ALBA	RED-OSIER DOGWOOD	18" CUTTING	50
[Symbol]	PHYSCARPUS CAPITATUS	PACIFIC NINEBARK	18" CUTTING	25
[Symbol]	SALIX SCOULERIANA	SCOULER'S WILLOW	18" CUTTING	25
[Symbol]	CAREX OBRUPTA	SLOUGH SEDGE	PLUG/ 4" POT	50
[Symbol]	JUNCUS EFFUSUS	SOFT RUSH	PLUG/ 4" POT	50
[Symbol]	SCIRPUS MICROCARPUS	SMALL FLOWERED BULRUSH	PLUG/ 4" POT	50

HERBACEOUS WETLAND PLANTS

SYMBOL	BOTANICAL NAME	COMMON NAME	FORM	QTY.
[Symbol]	CAREX OBRUPTA	SLOUGH SEDGE	PLUG/ 4" POT	50
[Symbol]	JUNCUS EFFUSUS	SOFT RUSH	PLUG/ 4" POT	50
[Symbol]	SCIRPUS MICROCARPUS	SMALL FLOWERED BULRUSH	PLUG/ 4" POT	50

GRASS SEED MIX FOR EROSION CONTROL (THROUGHOUT)

SYMBOL	BOTANICAL NAME	COMMON NAME	FORM	QTY.
NA	PRO-TIME PT 769 ROUGH AND READY ECO-TURF MIX (OR EQUIVALENT)	INCLUDES SHADE TOLERANT RYEGRASS, FESCUE, MICROCLOVER BLEND	SEEDING RATE PER PRO-TIME SPECIFICATIONS	TBD



Features

- Fort-like Structures
- Climbing Walls and Scrambles
- Nooks and Quiet Spaces
- Transfer Decks
- Ground Level Play Elements
- Swings
- Metal Posts and Platforms with Recycled Plastic Members

Focus Area 2 - Fantasy Forest Playground - Option 1



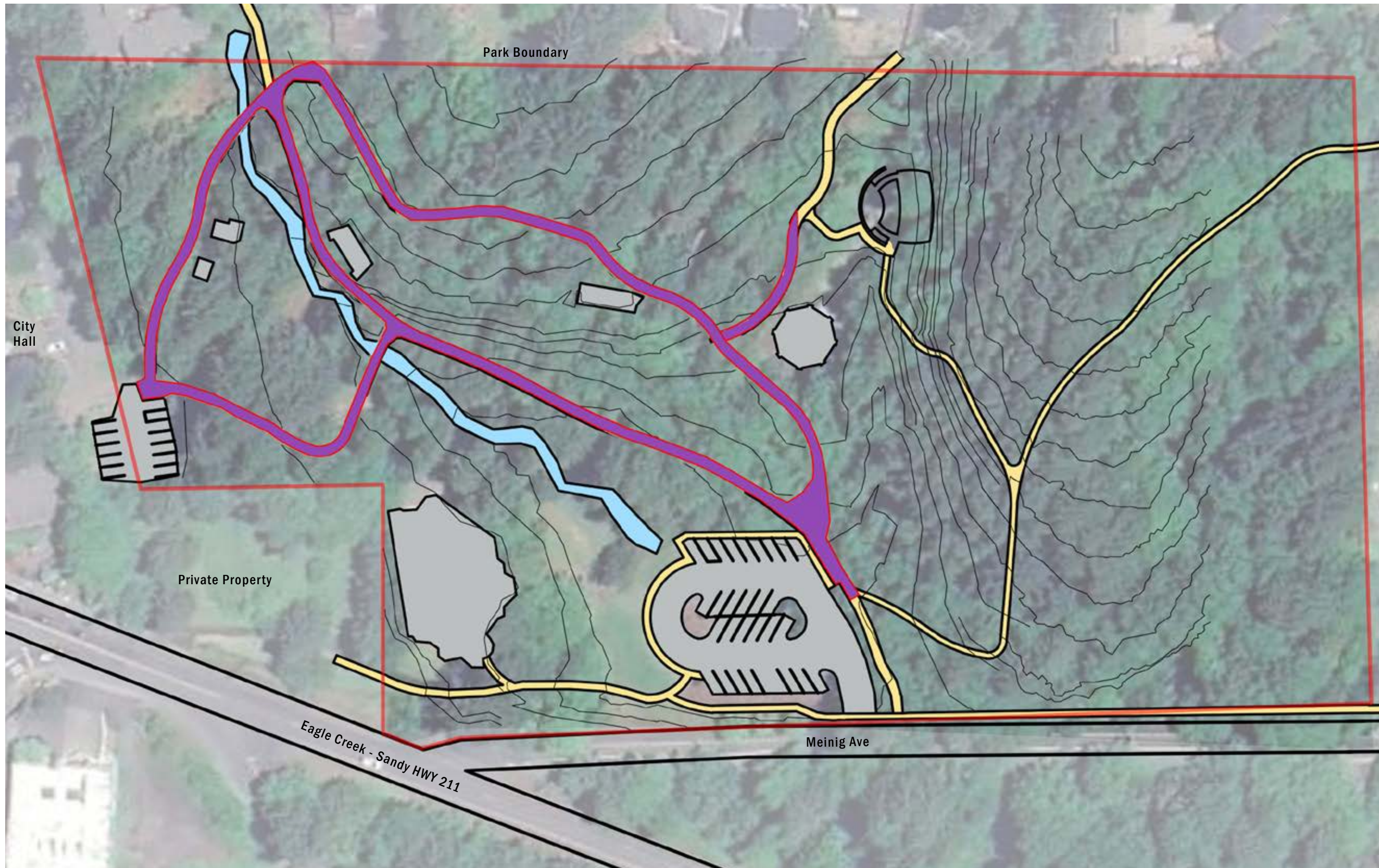
Features

- Climbing Maze
- Vertical Rope Column
- Wavy Net Scramble
- Spiraling tube slides
- Monkey Bars + Webbed Bridges
- Ground Level Play Elements
- Barrier-free Spinner



Features

- Embankment Ramp
- Sensory Tunnel
- Super Netplex
- Nature-inspired Climbers
- Spinners and Swings
- Symbol Communication Sign

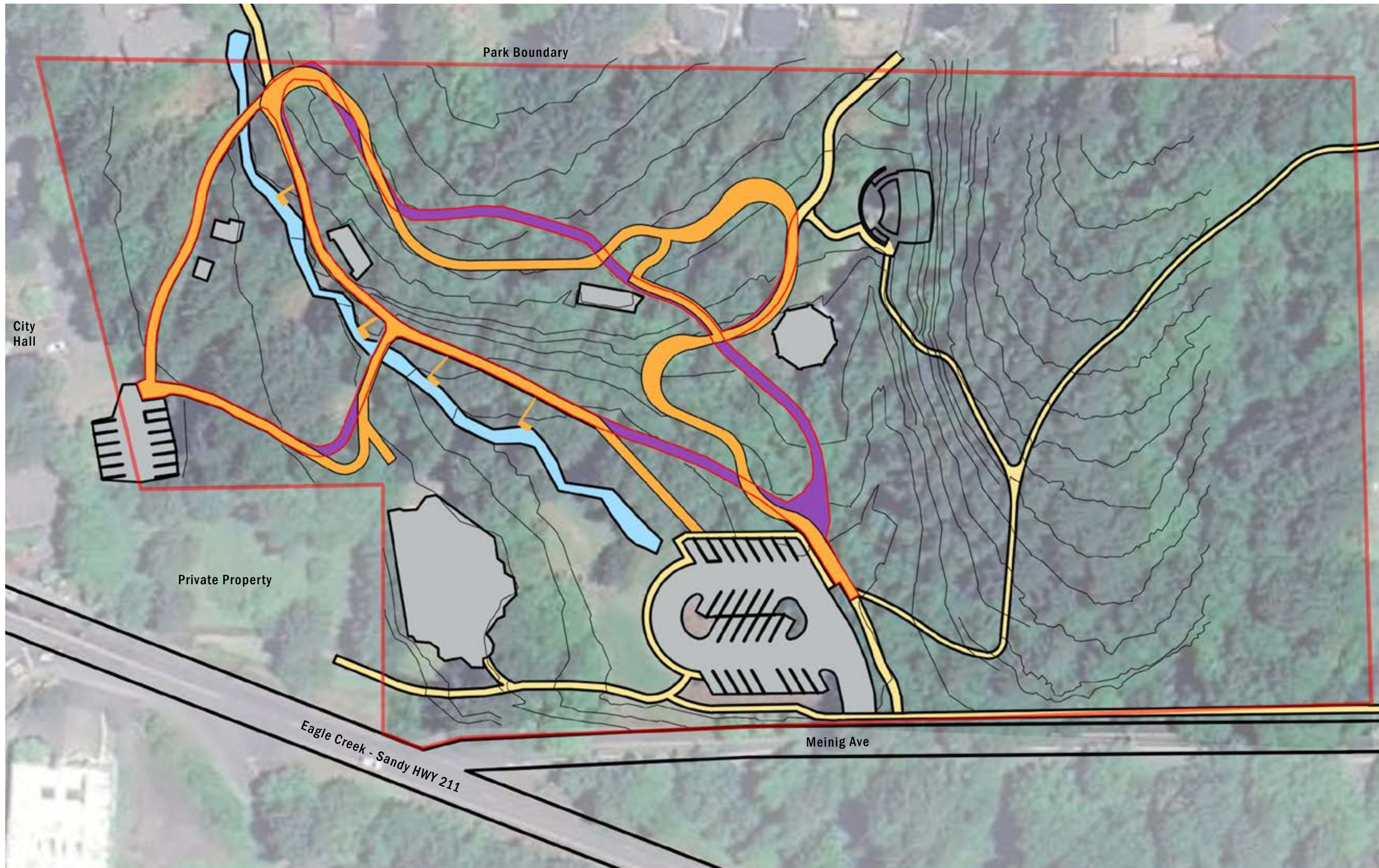


ISSUES

- Compromised by roots
- Not constructed to accommodate maintenance vehicles
- Inconsistent surfacing
- Lack of accessible routes through park to most destinations

IMPROVEMENTS

- Existing path to be removed
- Existing path to remain
- New path

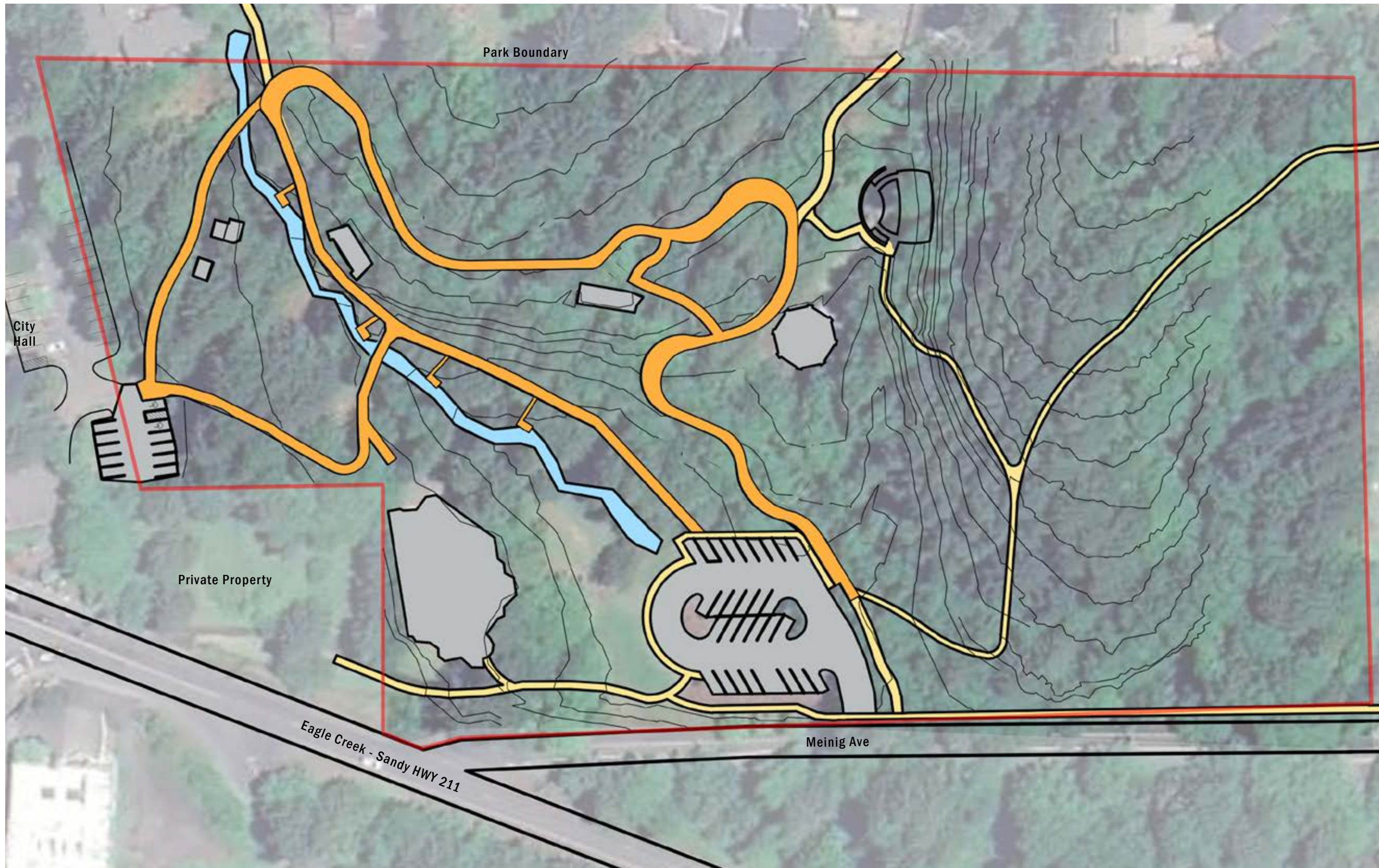


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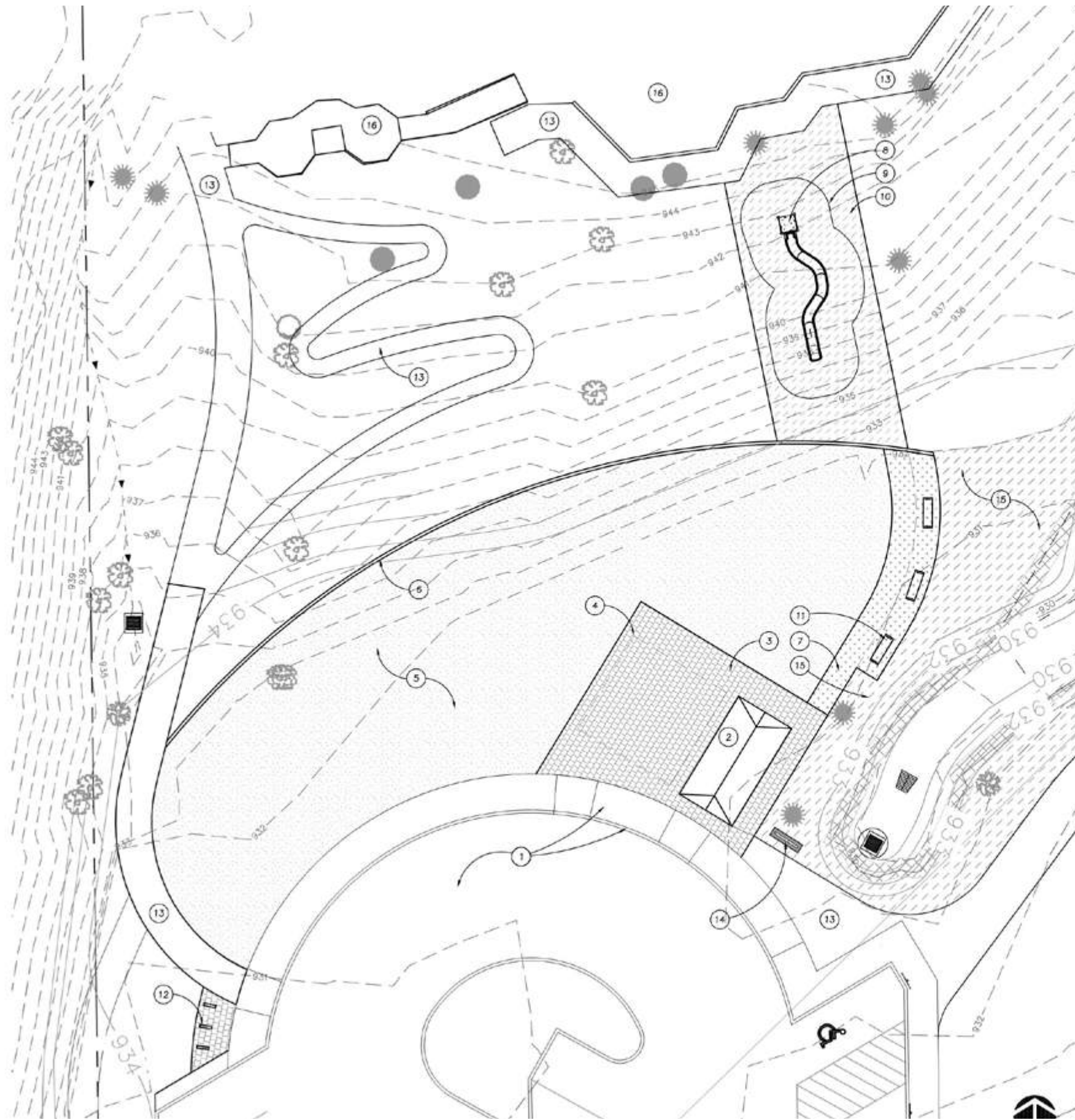


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IMPROVEMENTS

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-  Existing path to remain
-  New path



KEY NOTES

ITEM	NOTE
1	EXISTING PARKING LOT, CURB AND SIDEWALK
2	RESTROOM
3	PLAZA
4	18' X 18' TENT SLEEVE AT ALL 4 CORNERS
5	LAWN AREA
6	CONCRETE MOW BAND, SEE 8/L&I
7	CRUSHED STONE WALKING SURFACE, SEE 7/L&I
8	EMBANKMENT/HILLSIDE SLIDE
9	FALL/SAFETY ZONE
10	PLAY SURFACING
11	BENCH
12	BIKE RACK
13	PROPOSED PATH, SEE L2.1
14	SIGN, SEE L2.1
15	CREEK IMPROVEMENTS, SEE L2.2
16	EXISTING PLAYGROUND

LEGEND

SYMBOL	NOTE
[Hatched pattern]	PERMEABLE PAVERS, SEE INSTALLATION NOTES
[Dotted pattern]	CRUSHED STONE WALKING SURFACE, SEE 7/L&I
[Cross-hatched pattern]	PLAY SURFACING, SEE INSTALLATION NOTES
[Blank]	LAWN, SEE INSTALLATION NOTES

INSTALLATION NOTES

GENERAL

- ALL INFORMATION ON SHEET L2.0 APPLIES TO THIS SHEET.
- REFER TO L2.1 FOR ALL PATHS AND SIGNAGE SHOWN ON THIS PLAN EXCEPT AS NOTED BELOW.

RESTROOM & PLAZA

INTENT - THE PARKING AREA WAS RECONFIGURED IN 2011 TO PROVIDE MORE EFFECTIVE STORMWATER MANAGEMENT. AS AN ADDITIONAL BENEFIT, THE NEW PARKING LOT DESIGN ALLOWED FOR A FUTURE, MORE WELCOMING AND USEFUL PARK ENTRY AND CONNECTION WITH THE PLAYGROUND.

- EXISTING PARKING LOT: IMPROVEMENTS SHOWN ARE FROM THE 2011 BID DOCUMENTS AND HAVE NOT BEEN SURVEYED. ADJUST PROPOSED IMPROVEMENTS TO CLEANLY MEET EXISTING CONDITIONS. NOTIFY THE CITY OF ALL DISCREPANCIES PRIOR TO BEGINNING CONSTRUCTION.
- RESTROOM: TWO STALL DENALI OR CASCADIAN BY CXT (800) 696-5766, OR APPROVED SUBSTITUTION. CITY SHALL APPROVE ALL SPECIFICATIONS PRIOR TO BUILDING. FABRICATION AND DELIVERY. ALL REQUIRED PERMITS SHALL BE COORDINATED BY THE CONTRACTOR AND PAID FOR BY THE CITY. WATER, SANITARY AND ELECTRIC UTILITIES/CONDUITS ARE AVAILABLE, CONTRACTOR TO FIELD VERIFY EXACT LOCATIONS.
- PLAZA: ECO-PRIORA PERMEABLE PAVERS BY MUTUAL MATERIALS (503)624-8850, OR APPROVED SUBSTITUTION. INSTALL PER MANUFACTURER'S INSTRUCTIONS INCLUDING EDGE CONDITION.
 - PROVIDE FOUR (4) SLEEVES TO ALLOW AN 18'X18' TENT TO BE INSTALLED.
- LAWN AREA: FLEXIBLE LAWN SPACE SLOPING 1.5% TO 2% TOWARDS PARKING OR CREEK.
 - ENTIRE LAWN AREA SHALL RECEIVE A MINIMUM OF 12-INCHES OF WELL-DRAINING TOPSOIL FREE OF ANY WEED SEED AND OTHER FOREIGN MATERIAL.
 - SEED WITH SHADE, HIGH TRAFFIC TOLERANT MIX SUCH AS SHADOW BY SUNMARK SEEDS, (503) 214-7333, AT 10 LBS/1000 SF.
 - IRRIGATE WITH HIGH EFFICIENCY, STATE OF THE ART EQUIPMENT. PROVIDE DESIGN-BUILD IRRIGATION PLAN FOR CITY APPROVAL PRIOR TO INSTALLATION. MOUNT CONTROLLER IN RESTROOM UTILITY CHASE OR ON PEDESTAL. SEE L&I FOR DETAILS.
 - INSTALL MOW BAND AS SHOWN IN THE PLAN TO SEPARATE THE LAWN FROM THE NATIVE PLANTINGS ON THE HILLSIDE.

EMBANKMENT/HILLSIDE SLIDE

INTENT - PROVIDE A FUN CONNECTION BETWEEN THE PLAYGROUND AND THE PARKING AREA THAT TAKES ADVANTAGE OF THE STEEP HILLSIDE BETWEEN THE TWO DESTINATIONS.

- ADA ACCESSIBLE SLIDE: OPTION 1 = MODEL NO. FLET23158 BY KOMPAN, (800) 426-9788. OPTION 2 = ORIGINS HILLSIDE SLIDE BY PLAYWORLD SYSTEMS VIA NORTHWEST PLAYGROUND EQUIPMENT, (541) 554-2902. OR OTHER APPROVED SUBSTITUTION.
 - GEOTECHNICAL INFORMATION MAY BE NECESSARY FOR FOOTING AND FOUNDATION ENGINEERING.
 - ALL REQUIRED PERMITS SHALL BE COORDINATED BY THE CONTRACTOR AND PAID FOR BY THE CITY.
- SURFACING: INSTALL RUBBERIZED PLAY SURFACING, PLAYGROUND GRASS BY FOREVER LAWN, OR OTHER APPROVED SUBSTITUTION PER MANUFACTURER'S INSTRUCTIONS WITHIN FALL/SAFETY ZONE.

SITE FURNISHINGS

- BENCH: MEMORIAL BENCHES BY CITY OR FAIRWEATHER MODEL #PL-3, COLOR - FOREST GREEN, MOUNT PER MANUFACTURER'S INSTRUCTIONS INTO CONCRETE BASE, COVER CONCRETE WITH 1" MIN. CRUSHED STONE WALKING SURFACE. WWW.FAIRWEATHERSF.COM
- BIKE RACK: FAIRWEATHER MODEL #BR-1.3, COLOR - FOREST GREEN, EMBED MOUNT PER MANUFACTURER'S INSTRUCTIONS. WWW.FAIRWEATHERSF.COM



Previous Layout



Revised Plan Option



Parking Lot Improvements



Item # 6.

- Replaces damaged asphalt pavement
- Formalizes parking spaces and creates 2 code-required accessible parking spaces
- Provides space for food cart setup to serve special events at the park
- Connects to reworked accessible pathways
- Updates landscape to match park planting
- Provides lighting and bollards at parking lot

ADDITIONAL FOCUS AREAS

- Park Signage - Way-finding, etc.
- Electrical Upgrades
- Shelter Repairs

Focus Area 5 - Parking Lot Improvements

Meeting Type: City Council
Meeting Date: September 3, 2024
From: Rochelle Anderholm-Parsch, Parks and Recreation Director
Subject: Contract Award: Deer Pointe Park Development, Phase 2

DECISION TO BE MADE:

Whether to award Phase 2 of the Deer Pointe Park development project to Lango Hansen Landscape Architects.

PURPOSE / OBJECTIVE:

The development of Deer Pointe Park aligns with the [City Council's goal](#) to "Complete design and construct park improvements at Deer Pointe Park." To achieve this, the city enlisted the expertise of Lango Hansen Landscape Architects (LHLA), who successfully completed Phase 1. The objective of this decision is to determine whether to continue with the same firm for Phase 2.

BACKGROUND / CONTEXT:

Deer Pointe Park is an undeveloped 3.165-acre park located on the east side of Sandy. This project has been highly anticipated by the neighboring community and is listed as a Tier 1 project in the Parks and Trails Master Plan. Phase 1, conducted by LHLA, is nearing its conclusion. It included site analysis, master planning, and documentation up to 30% of the construction documents. Throughout Phase 1, LHLA collaborated with Community Development Services, and the adjacent developer, to ensure that the design aligns with utility requirements, Sandy-style elements, and right-of-way (ROW) improvements. LHLA has been intimately involved in this project from its inception.

Phase 2 encompasses the completion of construction documents, bidding support, utility extension, ROW improvements design, permitting, construction observation, and reimbursables. Essentially, Phase 2 will take the project through to its final completion.

KEY CONSIDERATIONS / ANALYSIS:

- Performance of Lango Hansen in Phase 1: The firm delivered high-quality design work, met deadlines, and maintained effective communication with stakeholders.
- Consistency and Continuity: Retaining the same firm for Phase 2 would ensure consistency in design and approach, potentially leading to a more cohesive final product.

- Knowledge of Code and Land Use: LHLA has extensive knowledge of the Sandy Municipal Code and land use processes, demonstrated through their experience with Cedar Park and the progress made during Phase 1 of Deer Pointe Park.
- Falls Within Public Contracting and City Procurement Policy: Both the local contracting rules and state law allow direct appointments for architectural services if the total contract value does not exceed \$100,000. For projects expected to exceed this amount, the City may still directly appoint LHLA under ORS 279C.115(2) because the work is a continuation of the previously awarded project. However, Council approval is required per local rules. Amendments to existing contracts or new contracts with LHLA are required, with careful tracking of total contract values recommended

BUDGET IMPACT:

The Phase 2 fees total \$81,465. Combined with Phase 1, the total contract fee amounts to \$131,115. Awarding Phase 2 to Lango Hansen Landscape Architects is within the budget allocated for the Deer Pointe Park project, and the proposed consultant costs align with initial estimates and the overall budget.

RECOMMENDATION:

Staff recommends awarding Phase 2 of the Deer Pointe Park development project to Lango Hansen Landscape Architects, based on their strong performance in Phase 1 and the benefits of maintaining design consistency and their existing knowledge of code, permitting requirements, and land use

SUGGESTED MOTION LANGUAGE:

"I move to authorize the City Manager to execute an agreement to award Phase 2 of the Deer Pointe Park development project to Lango Hansen Landscape Architects, as included in the meeting packet."

LIST OF ATTACHMENTS / EXHIBITS:

- Professional Services Agreement
 - Phase 2 Proposal and Scope



**CITY OF SANDY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into as of the date first indicated on the signature page, by and between the City of Sandy, Oregon (hereinafter referred to as the "City"), and LANGO HANSEN LANDSCAPE ARCHITECTS, PC). (hereinafter referred to as "Consultant") for the project commonly known as the (DEER POINTE PARK Phase 2) ("Project").

WHEREAS, City requires services which Consultant is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Consultant represents that it is qualified on the basis of specialized experience and technical competence and prepared to provide such services as City does hereinafter require;

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agreed as follows:

A. Term

The term of this Agreement shall be from the date of execution by both parties until tasks required hereunder are complete and accepted, unless earlier terminated in accordance herewith.

B. Consultant's Services

- B.1 The scope of Consultant's services and time of performance under this Agreement are set forth in Exhibit A. All provisions and covenants contained in Exhibit A are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.
- B.2 All written documents, drawings, and plans submitted by Consultant and intended to be relied on for the project shall bear the signature, stamp or initials of Consultant or Consultant's authorized Project Manager. Any documents submitted by Consultant which do not bear Consultant's signature, stamp or initials or those of the Consultant's authorized Project Manager shall not be relied upon by City, and shall be returned to Consultant to affix such signature, stamp or initials, as appropriate. Interpretation of plans and answers to questions covering Plans given by Consultant or Consultant's Project Manager need not be put in writing unless requested by the City and may be relied upon by City.
- B.3 All agreements on the Consultant's part are contingent upon, and the Consultant shall not be responsible for damages or be in default or be deemed to be in default by reason of delays in performance due to third party: strikes, lockouts, accidents; acts of God; other delays unavoidable or beyond the Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rates or delays caused by failure of the City or City's agents to furnish information or to approve or disapprove the Consultant's work promptly, or due to late or slow, or faulty performance by the City, other contractors, other consultants not under Consultant's control or governmental agencies, the performance of whose

work is precedent to or concurrent with the performance of the Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly. The existence of this Agreement between City and Consultant shall not be construed as City's promise or assurance that Consultant will be retained for future services unrelated to the services as contemplated by this Agreement.

- B.4 Consultant shall maintain confidentiality of any private confidential information and any public information which is exempt from disclosure under state or federal law to which the Consultant may have access by reason of this Agreement. Consultant warrants that its employees assigned to work on services provided in this Agreement shall maintain confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.
- B.5 Consultant agrees to complete in satisfactory, proper and timely manner the services described in attached Exhibit A.

C. Compensation

- C.1 City agrees to pay Consultant not more than (\$81,465.00) (Eighty One Thousand and Four Hundred and Sixty Five Dollars) for performance of those services provided hereunder. However, compensation may be less than such maximum amount and shall be actually determined on the fee proposal as provided in Exhibit A. Compensation shall be only for actual tasks as listed in the fee proposal and time worked on this project and related direct expenses. Consultant shall furnish with each bill for services an itemized statement showing the deliverables devoted to the project by Consultant as well as any agents or employees of Consultant and any direct expenses.
- C.2 During the course of Consultant's performance, if City or its Project Manager specifically requests Consultant to provide additional services which are beyond the scope of the services described on Exhibit A, Consultant shall provide such additional services and bill the City at the hourly rates outlined on the attached Fee Schedule, provided the parties comply with the requirements of Section Q. No compensation for additional services shall be paid or owing without the prior written consent of both parties to such additional compensation and services.
- C.3 Unless expressly set forth on Exhibit A as a reimbursable expense item, Consultant shall only be entitled to the compensation amount specified in subsections C.1 and C.2. Only those reimbursable expenses which are set forth in Exhibit A and itemized on Consultant's bills for services shall be the basis for which payment of those expenses by City shall be owing. Except for amounts withheld by City pursuant to this Agreement, Consultant will be paid for services for which an itemized bill is received by City within 30 days.
- C.4 City shall be responsible for payment of required fees, payable to governmental agencies (including, but not limited to fees related to plan checking, land use, zoning, building permits, and all other similar fees resulting from this project) and not specifically covered by Exhibit A.
- C.5 Consultant's compensation rate includes but is not limited to salaries or wages plus fringe benefits and contributions including payroll taxes, workers' compensation insurance, liability insurance, pension benefits and similar contributions and benefits.

C.6 In the event Consultant's responsibilities as described in Exhibit A have been separated into two or more phases, then Consultant shall not be entitled to any compensation for work performed directly on a later category of responsibilities unless and until City specifically directs that Consultant proceed with such work.

D. City's Project Manager

The City's Project Manager is (Rochelle Anderholm-Parsch, Park and Recreation Director). City shall give Consultant prompt written notice of any resignation of its Project Manager.

E. Consultant's Project Manager

Consultant's Project Manager is (Brian Martin, Senior Associate). In the event that Consultant's designated Project Manager is changed, Consultant shall give City prompt written notification of such resignation. In the event that City receives any communication from Consultant of whatsoever nature which is not executed by Consultant's designated Project Manager, City may request clarification by Consultant's Project Manager, which shall be promptly furnished.

F. Project Information

City shall provide full information regarding its requirements for the Project. Consultant agrees to share all project information, to fully cooperate with all corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news or press releases related to the Project, whether made to representatives of newspaper, magazines or television and radio stations, shall be made without the authorization of City's Project Manager.

G. Duty to Inform

If at any time during the performance of this Agreement, or any future phase of this Agreement for which Consultant has been retained, Consultant becomes aware of actual or potential problems, faults or defects in the project or any portion thereof, any nonconformance with the federal, state or local laws, rules, or regulations, or has any objection to any decision or order made by City with respect to such laws, rules or regulations, Consultant shall give prompt written notice thereof to City's Project Manager. Any delay or failure on the part of City to provide a written response to Consultant shall neither constitute agreement with nor acquiescence to Consultant's statement or claim, nor constitute a waiver of any of City's rights.

H. Consultant is Independent Contractor

- H.1 Consultant shall be and herein declares that it is an independent contractor for all purposes and shall be entitled to no compensation other than compensation provided for under Section C of this Agreement. Consultant binds itself, its partners, officers, successors, assigns and legal representatives to the City.
- Consultant shall be completely independent and solely determine the manner and means of accomplishing the end result of this Agreement, and City does not have the right to control or interfere with the manner or method of accomplishing said results. City, however, has the right to specify and control the results of the Consultant's responsibilities.
- H.2 Subcontracting: City understands and agrees that only those special consulting services identified on Exhibit A may be performed by those persons identified on Exhibit A and not by Consultant. Consultant acknowledges such services are provided to City pursuant to a subcontract(s) between Consultant and those who provide such services. Consultant may not utilize any subcontractors or in any way assign its responsibility under the Agreement without first obtaining the express written consent of the City.
- H.3 Consultant shall be responsible for and indemnify and defend City against any liability, cost or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, omissions, or errors. Subcontractors will be required to meet the same insurance requirements of Consultant under this Agreement. Unless otherwise specifically agreed to by City in writing, Consultant shall require that subcontractors also comply with and be subject to the provisions of this Section H.
- H.4 Consultant shall make prompt payment of any claim for labor, materials or services furnished to the Consultant by any person in connection with this Agreement as such claim becomes due. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of the Consultant. If the Consultant fails, neglects or refuses to make prompt payment of any such claim, the City may pay such claim to the person furnishing the labor, materials or services and charge the amount of the payment against funds due or to become due the Consultant under this Agreement.
- H.5 No person shall be employed under the terms of this Agreement as described herein in violation of any wage and hour laws.
- H.6 Should Consultant elect to utilize employees on any aspect of this Agreement, Consultant shall be fully responsible for payment of all withholding required by law, including but not limited to taxes, including payroll, income, Social Security (FICA) and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incidental to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall indemnify, defend and

hold City harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on Exhibit A as a reimbursable expense item, specific costs associated with items set forth in this paragraph shall be deemed as fully and conclusively included in the rate upon which consultant's compensation is based.

H.7 No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age, disability or national origin. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement in whole or in part by the City.

I. Indemnity and Insurance

I.1 Consultant acknowledges responsibility for liability arising out of the performance of this Agreement and the attachments thereto, and all liability resulting from the negligent acts, performance or errors or omissions of the Consultant or anyone acting on behalf of Consultant in connection with or incidental to the work performed under the contract. Consultant shall hold City harmless from and indemnify City against any and all claims of loss or damages including reasonable costs, expenses, and attorney's fees to the extent resulting from Consultant's negligent acts, omissions, errors or willful misconduct provided pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval or acceptance by City, its Project Manager or City employees of documents or other work prepared or submitted by Consultant shall not relieve Consultant of its responsibility to provide such materials in full conformity with City's requirements as set forth in this Agreement and to indemnify City from claims, losses and damages resulting from Consultant's failure to adhere to the standard of performance described in Section I.2.3. The provisions of this section shall survive termination of this Agreement.

I.2 Insurance Requirements and Consultant's Standard of Care.

I.2.1 Consultant shall provide City with evidence of the following insurance coverages prior to the commencement of the work. A copy of each insurance policy, issued by a company currently licensed in the State of Oregon, and certified as a true copy by an authorized representative of the issuing company or at the discretion of the City, in lieu thereof, a certificate in a form satisfactory to City certifying to the issuance of such insurance shall be furnished to City. Expenses relating to the cost of insurance shall not be the basis for additional reimbursement to Consultant.

I.2.2 Reserved.

I.2.3 In the performance of its professional services, Consultant shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the Portland Metropolitan Area. The Consultant will re-perform any services not meeting this standard without additional compensation. Consultant's re-performance of any services, even if done at City's request, shall not be

considered as a limitation or waiver by City of any other remedies or claims it may have arising out of consultant's failure to perform in accordance with the applicable standard of care or this Agreement.

- I.2.4 Consultant shall furnish the City a certificate evidencing the date, amount and type of insurance that has been procured pursuant to this Agreement. All policies shall be written on an "occurrence basis," except for Consultant's Professional Liability Insurance which may be written on a "claims made" basis, provided it shall endeavor to be maintained in full force for not less than four (4) years following Consultant's performance under this Agreement. All policies shall provide for not less than 30 days' written notice to the City before they may be canceled or reduced or materially changed by endorsement. The Consultant shall provide not less than 30 days' written notice to the City before the policy coverage may be reduced. Excepting professional liability and worker's compensation coverage, all policies shall provide an endorsement naming the City, its officers, employees and agents as additional insureds. In the event the policy lapses during performance, the City may: treat said lapse as a breach; terminate this Agreement and seek damages; withhold progress payments without impairing obligations of Consultant to proceed with work; pay an insurance carrier (either Consultants' or a substitute) the premium amount and withhold that amount from payments; and, use any other remedy provided by this Agreement or by law.
- I.2.5 Insurance Requirements. The Consultant, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017 which requires them to provide workers' compensation coverage for all their subject workers. The Consultant will maintain throughout this Agreement the following insurance:
- I.2.5.1 Workers' compensation and employers liability insurance as required by the State where the work is performed.
- I.2.5.2 Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$2,000,000 combined single limits.
- I.2.5.3 Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the Consultant or of any of its employees, agents or subcontractors, with \$2,000,000 per occurrence and in the aggregate.
- I.2.5.4 Professional liability insurance of \$2,000,000 per occurrence and in the aggregate, including contractual liability coverage. If Consultant proposes using subcontractors, in addition to any

other requirements of this Agreement, such subcontractors shall provide Professional Liability Insurance in an amount and form of coverage that complies with the requirements of paragraphs I.2.1, I.2.3, I.2.4 and I.2.5.4.

I.2.5.5 City will be named as an additional insured with respect to Consultant's liabilities hereunder in all insurance coverages identified in items I.2.5.2 and I.2.5.3.

I.2.6 The coverage provided by these policies shall be primary and any other insurance carried by City shall be excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. In the event a dispute arises between City and Consultant for which Consultant has obtained insurance, the maximum amount which may be withheld by City for all such claims shall be no more than the amount of the applicable insurance deductible.

J. Early Termination

- J.1 This Agreement may be terminated prior to the expiration of the agreed upon terms:
- J.1.1 By mutual written consent of the parties;
 - J.1.2 By City for any reason within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person, or at such later date as may be established by the City; and
 - J.1.3 By Consultant, effective upon 14 days prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of the Consultant.
- J.2 If City terminates the Agreement in whole or in part due to default or failure of Consultant to perform services in accordance with this Agreement, City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, Consultant shall be liable for all costs and damages incurred by City in procuring such similar service, and the Contract shall be in full force to the extent not terminated.
- J.3 If City terminates the Agreement for its own convenience, payment of Consultant shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Consultant against City under this Agreement.
- J.4 Termination under any provision of this paragraph shall not affect any right, obligation or liability of Consultant or City which accrued prior to such termination. Consultant shall surrender to City items of work or portions thereof, referred to in Section N for which Consultant has received payment, or City has made payment. City retains the right to elect whether or not to proceed with actual construction of the project.

K. Suspension of Work

City may suspend, delay or interrupt all or any part of the work for such time as the City deems appropriate for its own convenience by giving written notice thereof to Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within the Consultant's control. City shall not be responsible for work performed by any subcontractors after notice of suspension is given by City to Consultant.

L. Subconsultants and Assignments

L.1 Consultant shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the City Project Manager. In all subcontracts entered into by the Consultant pursuant to this Agreement, the City shall be named as an express third-party beneficiary of such subcontracts with full rights as such. Consultant acknowledges such services are provided to City pursuant to a subcontract(s) between Consultant and subcontractor(s). City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Consultant shall not be subject to additional reimbursement by City beyond the scope of payment for services as contemplated by this Agreement.

L.2 City shall have the right to let other contracts be coordinated with this Agreement. Consultant shall cooperate with other firms, engineers, consultants and other City contractors on this and related City projects, and the City itself, so that all portions of this and other projects may be completed in the least possible time within normal working hours. Consultant shall furnish other engineers and consultants and affected public utilities, whose designs are fitted into Consultant's designs and detail drawings, giving full information so that conflicts can be avoided. Access to Records

The City, Oregon Secretary of State's Office, the Federal Government and the duly authorized representatives of any of the above, shall have access to the books, documents, papers, records and receipts of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts. The City, Oregon Secretary of State's Office, the Federal Government and authorized representatives shall have the authority to inspect, audit and copy from time to time, any records of the Consultant regarding billings or work under this Agreement for a period of four years after the completion or termination of this contract.

M. Work is Property of City

M.1 Originals or Certified copies of the original work forms, including but not limited to documents, reports, data, spreadsheets, digital files, presentations, drawings, tracings, surveying records, mylars, papers, diaries, inspection reports and photographs, performed or produced by Consultant under this Agreement shall be the exclusive property of City and shall be delivered to City prior to completion or termination of this contract and prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to City upon request without additional compensation. Upon City's approval and provided City is identified in connection therewith Consultant may include Consultant's work in its promotional materials. Consultant shall be entitled to keep copies of all work products produced.

M.2 Reserved.

N. Law of Oregon

The Agreement shall be governed by the laws of the State of Oregon. The Agreement provisions required by ORS Chapter 279C to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein. Consultant shall adhere to all applicable federal and state laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers' compensation, and minimum and prevailing wage requirements. Any certificates, licenses or permits which Consultant is required by law to obtain or maintain in order to perform work described on Exhibit A, shall be obtained and maintained throughout the term of this Agreement.

O. Adherence to Law

Consultant shall comply with all federal, state and local laws and ordinances, rules and regulations applicable to the work under this contract. Consultant agrees that the public contract law provisions contained in ORS Chapter 279C shall apply to and govern the performance of this contract. Consultant shall certify compliance with ORS 670.600. Further, Consultant agrees to comply with applicable provisions of and amendments to the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973 and with all applicable requirements of federal and state and rehabilitation statutes, rules and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990, ORS 659.425A, and all regulations and administrative rules established pursuant to those laws. Further, all certificates, licenses (including a City business license) or permits, which the consultant is required by law to obtain or maintain in order to perform work described in Exhibit A, shall be obtained and maintained throughout the term of this Agreement.

P. Modification

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both parties. A modification is a written document, contemporaneously executed by City and Consultant, which increases or decreases the cost to City over the agreed sum or changes or modifies the scope of service or time of performance. No modification shall be binding unless executed in writing by Consultant and City. In the event that Consultant receives any communication of whatsoever nature from City, which communication Consultant contends to give rise to any modification of this Agreement, Consultant shall, within thirty (30) days after receipt, make a written request for modification to City's Project Manager. Consultant's failure to submit such written request for modification in the manner outlined herein may be the basis for refusal by the City to treat said communication as a basis for modification. In connection with any modification to the contract affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment and other costs. If Consultant incurs additional costs or devotes additional time on project tasks beyond which were reasonably expected as part of the original agreement or any mutually approved modifications, then City shall be responsible for payment of only those costs for which it has previously agreed to pay.

Q. Other Conditions

Q.1 Except as otherwise provided in paragraphs R.1.1, R.1.2, and R.1.3 Consultant represents and agrees that the contract specifications and plans, if any, prepared by

the Consultant will be adequate and sufficient to accomplish the purposes of the Project; and further, that any review or approval by the City of the plans and specifications shall not be deemed to diminish the adequacy of Consultant's work.

Q.1.1 Reserved.

Q.1.2 Opinions of Cost, Financial Considerations, and Schedules. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, Consultant agrees and understands that as part of the service it is providing are professional assessments of cost and price of labor and materials; potential for unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; evaluation of the likelihood of issues arising regarding time or quality of performance by third parties; quality, type, management, and direction of operating personnel; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. While the parties acknowledge that the work contemplated under this Agreement cannot provide exact costs, Contractor agrees, acknowledges and understands that the City intends to rely on Contractor's expertise in accurately evaluating Project costs, financial aspects, economic feasibility, and schedule estimates.

Q.1.3 Record Drawings. Records, drawings, and reports will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Consultant is

responsible for any errors or omissions about which the Consultant knew or should have known in the information from the City or those employees or firms employed by the Consultant under the terms of this Agreement as stated therein that is incorporated into the records, drawings and reports.

- Q.2 Notwithstanding any acceptance or payments, City shall not be precluded or stopped from recovering from Consultant, or its insurer or surety, such damages as may be sustained by reason of Consultant's failure to comply with the terms of this Agreement. A waiver by City of any breach by Consultant shall not be deemed to be a waiver of any other previous or subsequent breach by Consultant.

R. Assignments of Products Rights

- R.1 The Consultant hereby assigns to the City all rights, title and interest, including but not limited to copyright rights, all notes, designs, drawings, specifications, technical data reports, computer programs and documentation, and other materials resulting from the Consultant's work under this Agreement.
- R.2 The City agrees to include the Consultant's name and give credit to the consultant or the design in presentation and publication of the design and completed work resulting from this Agreement.

S. Dispute Resolution

- S.1 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. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury.
- S.2 Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees in both mediation and litigation.
- S.3 The parties shall exercise good faith efforts to select a mediator, who shall be compensated equally by both parties. Mediation will be conducted in Portland, 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 either 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 Washington County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

T. Integration

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Consultant, by the signature below of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.

U. Miscellaneous / General

Consultant binds itself, its partners, officers, successors, assigns and legal representatives to the City under the terms and conditions of this Agreement as described herein. Any conflict between a term or condition of this Agreement and a term or condition contained in an exhibit to this Agreement will be resolved in favor of the language in this Agreement.

The CONSULTANT and the CITY hereby agree to all provisions of this AGREEMENT.

IN WITNESS WHEREOF, the parties by their signatures below enter into this Agreement this 21st day of August, 2024.

[Signatures on Following Page]

CITY OF SANDY

CONSULTANT:

By _____

By _____

Tyler Deems, City Manager

Brian Martin, Senior Associate

Rochelle Anderholm-Parsch,
Parks and Rec. Director
Project Manager

City of Sandy

Lango Hansen Landscape Architects

Mailing Address:

38348 Pioneer Blvd Sandy, OR
97055

Mailing Address:

1100 NW
Glisan #3a.
Portland, OR
97209

Phone:

971-272-1475

Phone:

503.553.9242

Email:

randerholmparsch@ci.sandy.or.us

Email:

Brian@langohansen.com

Employer ID No.

EXHIBIT A
SCOPE OF WORK

August 19, 2024

Rochelle Anderholm-Parsch
Parks and Recreation Director
City of Sandy Parks & Recreation Department
38348 Pioneer Blvd.
Sandy, OR 97055

RE: Deer Pointe Park

Dear Rochelle,

We are excited to submit this proposal for phase two documentation for Deer Pointe Park. This proposal is based on the work developed during phase one, master planning through 30% construction documents. This second phase will finish out documentation/permitting and ultimately construction of the improvements. We have brought on Firwood Design Group and R&W Engineering to provide Civil Engineering and Electrical Engineering for this project.

Deer Pointe Park is an existing, undeveloped 3.165-acre park located on the east side of Sandy, just south of Highway 26. The long, narrow, gently sloping parcel is bounded by neighborhood streets on two sides, Highway 26 on a third, and fields with clusters of mature trees to the east. As part of this proposal, we are assuming that the city will require a sidewalk along Meadow Avenue with a planting strip and street trees. We are assuming that the hard surface improvements will trigger stormwater improvements similar to the Sandy Community Campus Park. For electrical, our assumption is that there will be lighting for a shelter and power for an irrigation control cabinet.

PHASE 2 FINAL CONSTRUCTION DOCUMENTS, BIDDING, PERMITTING AND CONSTRUCTION OBSERVATION

TASK 2.1 CONSTRUCTION DOCUMENTS/PERMITTING

Based on the 30% Construction Document set, we will continue to develop the plans that further refine the park's programmatic elements. We would suggest submittals at 95%. With this submittal, we will meet with you and your staff to incorporate comments. A cost estimate will be issued with this set. With the 95% Construction Documents, we will issue this set to the City for permitting. In addition to the City permitting, we will also apply for a 1200-C permit through DEQ.

Documents:

Demolition Plan
Materials Plan & Layout Plan
Grading Plan and Erosion Control Plan
Planting Plan
Irrigation Plan
Utility & Electrical Plans
Site Details

Meetings:

Page Turn Meetings

TASK 2.2: BIDDING

Lango Hansen will prepare final construction documents based on comments that we receive during the permitting process. The design team will address technical questions related to the documents including substitution requests during the bid process. We will also attend the pre-bid conference. After award of the project, we will incorporate all of the bid addenda revisions, value engineering and permit revisions into a final construction document conformance set. If the bids come in higher than the budget allows, we will work with city staff to identify components of the design to bring the project into budget.

Documents:
Addenda Material
Final Conformance Set

Meetings:
Pre-Bid Conference
City Staff Meeting to Review Final Bids

TASK 2.3: CONSTRUCTION OBSERVATION

At the beginning of the Construction Observation process, the design team will attend the preconstruction meeting to meet the contractor, provide an overview of the goals and vision for the project, and answer any questions. The design team will provide technical support throughout the CA process. This includes reviewing and responding to submittals, RFI's, Change Order requests, and Pay Applications. Lango Hansen will attend weekly site meetings and will prepare field reports based on those visits. Other design team members will conduct site visits and special inspections (e.g., permit inspections, erosion control) on an as-needed basis, and will provide field reports based on those visits.

Meetings:
Preconstruction Meeting
Weekly Site Meetings
Substantial Completion and Final Acceptance Walkthroughs

FEES

PHASE 2 FEES:

	LHLA	FDG	R&W
Construction Documents/Bidding	34,400	9,390	11,000
Utility Extension / Hwy 26 Sidewalk		8,075	
Permitting	1,000	950	
Construction Observation	10,500	3,300	2,000
Reimbursables	850		
TOTAL PHASE 2 FEE	\$81,465		

Thank you for the opportunity to submit this proposal and please let me know if you have any questions or comments.

Sincerely,
Lango Hansen Landscape Architects



Brian Martin
Senior Associate



STAFF REPORT

Meeting Type: City Council
Meeting Date: September 3, 2024
From: Jeff Aprati, Deputy City Manager
Subject: Declaration of City Council Vacancy: Seat #5

DECISION TO BE MADE:

Whether to formally declare Sandy City Council Seat #5 to be vacant.

BACKGROUND / CONTEXT:

During the August 19, 2024 City Council meeting, City Councilor Carl Exner announced his resignation from Council Seat #5, effective August 23, 2024. The announcement is included in the minutes of that meeting, and in the video recording ([at time index 1:00:13](#)).

City Council vacancies are discussed in Chapter VII of the [City Charter](#), and in Chapter 10 of the [Council Rules](#).

KEY CONSIDERATIONS / ANALYSIS:

To fill a vacancy on the City Council, the first necessary step is for the Council to formally declare the seat to be vacant.

RECOMMENDATION:

Staff recommends the Council formally declare Seat #5 to be vacant, thus allowing the vacancy filling process to proceed.

SUGGESTED MOTION LANGUAGE:

“I move to declare Sandy City Council Seat #5 to be vacant effective immediately.”

Meeting Type: City Council
Meeting Date: September 3, 2024
From: Jeff Aprati, Deputy City Manager
Subject: Adoption of Process to Fill Vacancy of City Council Seat #5

DECISION TO BE MADE:

Whether to adopt the proposed process to fill City Council Seat #5, formerly held by Carl Exner.

BACKGROUND / CONTEXT:

During the August 19, 2024 City Council meeting, City Councilor Carl Exner announced his resignation from Council Seat #5, effective August 23, 2024. The announcement is included in the minutes of that meeting, and in the video recording ([at time index 1:00:13](#)).

The [City Charter](#) states that a Council seat shall be deemed vacant upon an incumbent's resignation, and that vacant Council seats shall be filled by appointment through a majority vote of the Council. The Charter further states that "the appointee's term of office shall begin immediately upon his appointment and shall continue throughout the unexpired term of his predecessor."

The [Council Rules](#) establish further parameters for filling a vacancy. The rules state that "the Council will adopt a process and procedure for filling the vacancy during a regular meeting." The process is to adhere to the following requirements:

- A. The vacancy will be widely advertised and applications will be completed and submitted to the City.
- B. After the application deadline has passed, the Council will review applications using evaluation criteria publicly adopted by the Council.
- C. The Council will interview applicants during a public meeting.
- D. The Council will make a decision to fill the vacancy during a regular meeting.

KEY CONSIDERATIONS / ANALYSIS:

Staff has prepared a vacancy filling process document for the Council's consideration (attached to this staff report). The process document refers to the following elements:

- **Mandatory qualifications**, as stated in the City Charter
- **Application form** (also attached to this staff report), which can be downloaded and filled out electronically, but which needs to be physically signed and turned in to City Hall.

- **Process Timeline:**
 - Adoption of Process: September 3, 2024
 - Vacancy Advertisement: September 4th through September 25th at 4:00 p.m. Advertisement methods will include, but not be limited to, the Sandy Post, the City's website, and the Sandy Source Newsletter
 - Council Review of Applications: Council meeting, October 7th
 - Council Interviews of Applicants: Council meeting, October 21st
 - Council Appointment Vote: October 21st (or subsequent special meeting if decided by the Council)
- **Application Evaluation Criteria,** which the Council will use to review applications on October 7th and decide which applicants to advance to the interview stage:
 - Amount of prior local government experience/service
 - Relevant skills and experience
 - Knowledge and understanding of current City projects and initiatives
 - Alignment with City needs, goals, and priorities
 - Availability and time commitment
- **Applicant interviews** to take place on October 21st. It is proposed that interview questions will closely mirror those included on the application form, but will offer applicants an opportunity to explain themselves further as well as a chance for the Council to ask follow up questions.

RECOMMENDATION:

Staff recommends that the Council either adopt the proposed process, or adopt a process with any desired revisions consistent with the requirements of the Charter and Council Rules.

SUGGESTED MOTION LANGUAGE:

"I move to adopt the vacancy filling process for Council Seat #5, as provided in the meeting packet."

LIST OF ATTACHMENTS / EXHIBITS:

- City Council Vacancy Filling Process
 - Application Form

Sandy City Council Vacancy Filling Process – Fall 2024

City Councilor Carl Exner resigned from Seat #5 of the Sandy City Council, effective August 23, 2024. This document represents the City's 'Process and Procedure' for filling the vacancy, per Chapter VII of the Sandy City Charter and Chapter 10 of the Sandy Council Rules.

Qualifications (per Sandy City Charter)

- Applicants must have resided within Sandy City limits for at least one year prior to the appointment date (i.e. since at least October 21, 2023; see timeline below).
- Applicants must be at least 18 years of age and registered to vote.

Application Form

Applicants must complete an application form and submit a signed hard copy to Sandy City Hall before the application deadline. The form will be downloadable from the City's website, or paper forms may be obtained at City Hall. The form is attached to this document as Exhibit A.

Process and Timeline

- Adoption of Process: September 3, 2024
- Vacancy Advertisement: September 4th through September 25th at 4:00 p.m. Advertisement methods will include, but not be limited to, the Sandy Post, the City's website, and the Sandy Source Newsletter
- Council Review of Applications: Council meeting, October 7th
- Council Interviews of Applicants: Council meeting, October 21st
- Council Appointment Vote: October 21st (or subsequent special meeting if decided by the Council)

Application Evaluation Criteria

The Council will review applications according to the following criteria:

- Amount of prior local government experience/service
- Relevant skills and experience
- Knowledge and understanding of current City projects and initiatives
- Alignment with City needs, goals, and priorities
- Availability and time commitment

After reviewing the applications, the Council will determine which applicants will proceed to the interview stage.

Applicant Interviews

Applicant interviews will be conducted during a public City Council meeting on October 21st. Interview questions will be available in advance as part of the October 21st meeting packet; the questions will closely mirror those included on the application form, but will offer applicants an opportunity to explain themselves further as well as a chance for the Council to ask follow up questions.

Following the interviews, the Council may choose to make an appointment decision immediately, or postpone the decision to a subsequent City Council meeting.

DRAFT

Application for Appointment to the Sandy City Council

Applications due: 4:00 p.m. September 25, 2024 at Sandy City Hall

Date: _____

Name: _____

Home Address: _____

Mailing Address (if different): _____

Phone: _____

Email: _____

1. Are you a registered voter in the State of Oregon? Yes _____ No _____

2. How long have you been a resident of Sandy?

(Applicant must have resided within Sandy city limits continuously for at least 12 months preceding the appointment; since at least October 21, 2023)

Month _____ Year _____

3. Please list 3 personal or professional references who are not current City Council Members:

Name	Phone	Address
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____

4. INTEREST STATEMENT: Why are you interested in serving on the City Council?

5. SKILLS: What skills, interest, or experience do you possess that you believe would bring value to the City Council?

6. **EMPLOYMENT:** Please describe your employment history, especially as it may relate to serving in this position.

7. **PREVIOUS GOVERNMENT EXPERIENCE:** Please list all previous experience relating to local, regional, or state government advisory boards, committees, or commissions.

8. **VISION:** Please describe your vision for Sandy over the next 10, 20, 30 years. What are the most important opportunities our city needs to take advantage of?

9. **CHALLENGES:** What are the biggest challenges facing Sandy over the next few decades, and what are some of your ideas on how to address those challenges?

10. COMMITMENT: Can you commit to attending all regular City Council meetings and special meetings (including Budget Committee) during your appointment (at least 2-3 evening meetings a month) or providing timely notice in the event of an occasional absence?

ACKNOWLEDGEMENT

I acknowledge that no compensation will be paid by the City in connection with the services described herein. But if appointed I may receive reimbursement for eligible expenses.

I authorize the City to contact the listed references and any other contacts as may be necessary through those contacts, I release from liability my references for anything they may say about me.

I affirm that I am a registered voter in the State of Oregon, and that I have lived within Sandy city limits continuously since at least October 21, 2023. I understand that should either of the above points be demonstrated to be untrue, my application will be rejected by the City.

I understand that I may be required to verify any information provided in this application and I specifically declare that the information provided herein is true and accurate and I have not withheld or misstated any information relative to this application.

I understand that any misrepresentation or omission, as well as any misleading statements or omissions in this application, and in any related attachments, may result in my being considered ineligible for the position to which I have applied.

By signing this application voluntarily, I hereby acknowledge that I have read, understand, and agree to the terms and requirements as listed herein. I also understand that upon signing, this document will become a public record, will be reviewed by the City Council, and provided to the general public as part of a regular City Council Agenda packet. I agree to make myself available to be interviewed by the City Council at the regular City Council meeting to be held on October 21, 2024.

Applicant Signature

Date

Return this application to the City Recorder by 4:00 p.m. on September 25, 2024 via hand delivery to Sandy City Hall, 39250 Pioneer Blvd. Sandy OR, 97055. When you submit your application, please bring your state-issued photo ID.