

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**

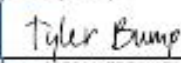
Except as expressly amended above, all other terms and conditions of Contract are still in full force and effect. Contractor certifies that the representations, warranties, and certifications contained in the Contract are true and correct as of the Amendment Effective Date and with the same effect as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

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

SIGNATURES:

CONTRACTOR

ECONorthwest

Signed by:
By:  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:

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

Agency’s Contract Administrator for this Contract is:

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.

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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.

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

- 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

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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.

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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.

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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,

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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,

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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.

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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 |

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

| | | |
|---|--------------------|------------------------|
| 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.

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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).

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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.

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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.

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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.

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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.

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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

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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

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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.

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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

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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).

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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.

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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

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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.

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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;

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

- 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

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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.*

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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;

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

- 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.

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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.

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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.

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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;

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

- 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.

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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.

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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:

DLCD Contract 23033 – Oregon Housing Planning and Compliance Assistance

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: _____