

INTERGOVERNMENTAL AGREEMENT

City of Tualatin

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

I. AUTHORITY

This Agreement is authorized by ORS 190.110.

II. EFFECTIVE DATE

This Agreement is effective on the date of the last signature {"Effective Date"}, and terminates on **June 30, 2023**, unless terminated earlier.

III. BACKGROUND

During the 2019 legislative session, the legislature appropriated funds to the Department of Land Conservation and Development (Agency) for the purpose of allowing the Agency to assist participating cities and counties (collectively, local governments) implement House Bills 2001 and 2003. This assistance will be provided, in part, through the Housing Needs Technical Assistance and Housing Code Technical Assistance Projects (Projects), which are important elements of House Bill 2001 and House Bill 2003 (2019) (HB 2001, HB 2003).

DLCD will provide technical assistance (via a Consultant) to a city or county for the purpose of increasing the supply and affordability of housing within designated urban growth boundaries. Technical assistance will be provided to adopt housing strategies that help ensure that cities can satisfy their future housing needs. DLCD will hire Consultants to work directly with the city or county.

DLCD has received a special appropriation of funds for the 2021-2023 biennium to assist local governments to help them better understand their housing needs and to develop strategies and actions to facilitate the development of their needed housing. Agency will hire Contractor to provide services directly to local governments including Housing Needs Analysis (HNA), Housing Implementation Plans (HIP), Housing Production Strategies (HPS), or other strategy to promote housing availability and affordability. The Housing Needs Technical Assistance Project (Project) is financed with State of Oregon General Funds. State funds are paid under this Agreement by DLCD to **ECONorthwest** (Consultant), who will assist the City/County as described in the Scope of Work below. No funds will be given to the City for tasks outlined in this IGA or any expenses incurred by the City as a result of this Project.

IV. PROJECT OBJECTIVE AND MAJOR DELIVERABLES

Housing Implementation Plan (HIP)

The primary objective of this project is to prepare a plan identifying or implementing the most promising actions a local government can take to address its’ identified housing needs, especially to meet subsidized housing needs.

Cities with HNAs less than five years old may develop an action plan to implement one or more of the housing strategies identified in the HNA. A housing strategy may include changes to zoning, programs to manage short-term or vacation rentals, incentives for affordable housing, SDC waivers, or other regulatory or non-regulatory tools.

V. ROLES AND RESPONSIBILITIES

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

Specific project management duties of the City will include:

- a. Coordinating project schedule and deliverables with Consultant;
- b. Coordinating City staff;
- c. Ensuring the timely completion of tasks and delivery of supporting data/information to Consultant;
- d. Reviewing and editing Consultant work;
- e. Appointing a project advisory committee with representation from the community;
- f. Noticing, scheduling, and managing advisory committee meetings and public official work sessions and public hearings, if any. Activities include preparing and distributing meeting notices, agendas, and summaries; and assisting the Consultant with meeting facilitation.

DLCD: DLCDC will provide financial, administrative, and technical assistance to the Project. DLCDC will participate in advisory committees. Additional technical assistance may be provided as requested by the City or Consultant. DLCDC will review Consultant's work, invoices, and progress reports. Additionally, DLCDC will review the Consultant's performance and deliverables with the City prior to paying invoices received by the Consultant. DLCDC will assist in the mediation of Consultant/City conflicts, or issues with the project or deliverables.

VI. COMPENSATION AND COSTS

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

VII. KEY CONTACTS

City

Steve Koper
Assistant Community Development Director
City of Tualatin
10699 SW Herman Road
Tualatin, OR 97062

skoper@tualatin.gov
503-691-3028

Department of Land Conservation and Development

Project Manager:

Anne Debbaut
C/O Portland State University

anne.debbaut@dlcd.oregon.gov
503-804-0902

Market Center Building
1600 SW Fourth Ave. Suite 109
Portland, OR 97201

Housing Team Technical Representative:

Samuel Garcia
635 Capitol St. NE Suite 150
Salem, OR 97301

samuel.d.garcia@dlcd.oregon.gov
971-375-5970

Consultant

Beth Goodman, Project Director
ECONorthwest
222 SW Columbia – Suite 1600
Portland, OR 97201

goodman@econw.com
541-505-7203

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

VIII. TERMINATION

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

IX. NON-APPROPRIATION

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

X. SCOPE OF WORK

This Project for the City of Tualatin (referred to as City in this Scope) is composed of the tasks outlined below. All Consultant work must be completed no later than June 30, 2023.

The goal of the project is to create an Equitable Housing Funding Plan for Tualatin. The Consultant will work with the City and a project advisory committee to prepare a Strategic Equitable Housing Funding Plan by following the tasks and deliverables specified in this scope.

EXPECTED OUTCOMES:

The big picture aim of this work is to achieve more affordable, fair, and equitable housing outcomes by ensuring that equitable housing, housing services and housing related resources are funded at a reasonable level given the needs. The desired outcomes of the project are:

- **Reduction of financial and regulatory impediments:** This project aims to identify the funding amounts needed in a 5-year Equitable Housing Funding Plan. This housing implementation project is part of a process intended to support and lead to the reduction of financial impediments.
- **Creation of financial and regulatory incentives:** The project is expected to increase decisionmaker understanding toward equitable housing funding.

Access resources available to increase the availability and affordability of needed housing: The project has a significant focus on understanding, evaluating, targeting, and accessing housing funding resources.

TASK 1: PROJECT KICKOFF

The purpose of the project kick-off is for the City and the Consultant to collaborate to develop a process that will meet the objectives of this forward thinking. The Consultant will contact the City via a conference call (or in person) to ask preliminary questions, establish project expectations, and familiarize itself with city-specific concerns. The Consultant will verify the major tasks and actions required for the completion of the tasks. The level of detail required for the proposed schedule should be determined by mutual agreement.

The City and Consultant will plan for up to 5 meetings with a project advisory committee. The committee will be a mixture of Tualatin residents, stakeholders knowledgeable about housing production, and city decision makers. These meetings will occur in Task 2 and 3.

Task 1 City Deliverables:

- 1.1 Provide input into process to conduct an equitable and participatory funding process and a diverse advisory body; and
- 1.2 Provide meeting space (if meeting in person).

Timeline: February 2022

TASK 2: ANALYSIS FOR STRATEGIC EQUITABLE HOUSING FUNDING PLAN

The Consultant will work with the City to do the following:

- Estimate or project approximate potential revenues needed from funding sources identified in the HPS, such as 1.c CET. This project will likely result in a funding gap that we need to identify additional funding sources to fill. This discussion may include the role that 1.d Urban Renewal could play in affordable housing funding, as well as funds from item 1.e Evaluate Financial Resources for Local Contributions to Affordable Housing Development, which will need additional work to identify those sources.
- Estimate or project potential funding needs from the incentives identified in the HPS. These included: 1.a Low-Income Housing Property Tax Exemption; 1.b Changes to Systems Development Charges; 4.a Incentives to Preserve Low-Cost Rentals for Below-Market-Rate Privately Owned Rental Housing; 4.b Multi-Unit Property Tax Exemption to Slow Rental Cost

Increases; 6.a Multi-Unit Property Tax Exemption program; 8.a Establishing Local Housing Rehabilitation Program.

- The project may include additional funding sources or incentives not currently specified in the HPS, but additionally that may be identified based on discussions throughout the project.

The Consultant will facilitate four meetings with the project advisory committee. The Consultant will participate in the public workshop to get feedback from the broader public about the preliminary results of the Funding Plan. The Consultant will prepare and present the draft funding plan to the Tualatin Planning Commission and City Council in coordination with the City.

Task 2 City Deliverables:

- 2.1 Comments, analysis, and materials for the advisory committee meetings;
- 2.2 Attend, schedule and distribute advisory committee meeting notices and agendas;
- 2.3 Attend, schedule and distribute public workshop notices and agendas; and
- 2.4 Planning Commission and City Council meeting notices and agendas.

Timeline: March 2022 to September 2022

TASK 3: DRAFT STRATEGIC EQUITABLE HOUSING FUNDING PLAN

The Consultant will develop the Strategic Equitable Funding Plan based on the analysis developed in Task 3 and feedback the project advisory committee.

The Consultant will incorporate feedback from the City and project advisory committee into the Funding Plan and present the Funding Plan to the project advisory committee for final feedback.

The Consultant will develop the presentation and present the draft funding plan to the Tualatin Planning Commission and City Council in coordination with the City.

Task 4 City Deliverables:

- 3.1 Consolidated comments on Draft Strategic Equitable Housing Funding Plan;
- 3.2 Attend, schedule, and distribute project advisory committee meeting notice and agenda; and
- 3.3 Review and provide comment on the draft presentation and attend and participate in presenting the draft funding plan to the Tualatin Planning Commission and the City Council.

Timeline: September 2022 to December 2022.

TASK 4: FINAL STRATEGIC EQUITABLE HOUSING FUNDING PLAN

The Consultant will update the funding plan based on feedback and comments on the draft action plan in Task 3.

The Consultant present the draft funding plan to the Tualatin Planning Commission and City Council in coordination with the City.

Task 4 City Deliverables:

4.1 Planning Commission and City Council meeting notices and agendas.

Timeline: January 2023 to March 2023.

XI. OTHER CONSIDERATIONS

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

SIGNATURE BLOCK

City Official

Authorized to sign on behalf of the City

Date

Printed Name

Department of Land Conservation & Development

Jim Rue, Director

Date