



REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES

Equitable Housing Strategic Plan Consultant

ADVERTISEMENT DATE: August 31, 2018

Address Proposals to:

City of Wilsonville
Attn: Miranda Bateschell, Planning Manager
29799 SW Town Center Loop East
Wilsonville, OR 97070

Proposals due: Friday, September 21, 2018, at 2:00 PM, local time

Proposals must be sealed in an opaque envelope, plainly marked as follows: "Request for Proposals – Equitable Housing Consultant," and sent to the attention of Miranda Bateschell, Planning Manager. Include the name and address of the Proposer.

Alternatively, Proposals may be submitted via email to Miranda Bateschell at bateschell@ci.wilsonville.or.us with the subject line "Request for Proposals – Equitable Housing Consultant."

The City of Wilsonville reserves the right to reject any or all Proposals.

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ATTACHMENT A
SAMPLE PROFESSIONAL SERVICES AGREEMENTA

Request for Proposals

The City of Wilsonville, Oregon is requesting Proposals in order to select a qualified consultant to research, produce, and present an Equitable Housing Strategic Plan that identifies and prioritizes housing policies, programs, and resources for the City of Wilsonville (“City”) to implement (“Project”). Proposers are invited to demonstrate their experience and qualifications in performing work directly related to the services required by responding to this **Request for Proposals (RFP)**. This Project does not involve federal funds.

I. Project Description

The City invites proposals from qualified individuals and consulting firms (“Proposer”) to provide an Equitable Housing Strategic Plan (“Strategic Plan”) for the City to implement in order to address the community’s documented housing gaps that are impacting current community members who reside and/or work in Wilsonville.

About the City

The City of Wilsonville is a fast-growing city of approximately 24,315 residents and is located on the southern border of the Portland Metropolitan area near the North Willamette Valley, along the Willamette River. Wilsonville is supported by a diverse economy and has benefitted from thoughtful planning, high development standards, a beautiful natural environment, and excellent schools. The City is home to many high-tech companies, including Xerox, Mentor Graphics, and FLIR Systems. Wilsonville prides itself on the high quality of life enjoyed by residents, commuting workers, and those who visit Wilsonville.

Project Background

Wilsonville, like Portland, has a housing crisis. Wilsonville is not your typical suburb, as the town has a higher percentage of renter-occupied households than Portland, 53.8% to 52.8%, respectively (Source 2014 American Community Survey). The vast majority of renters in Wilsonville live in unregulated market-rate housing where rents are subject to market conditions and recent changes in ownership are triggering large rent increases. Like Portland as a whole, rent increases in Wilsonville are outpacing income growth and more and more people are paying a higher percentage of their household income for housing. In Wilsonville, according to the 2014 American Community Survey data, 42.7% of renting households pay more than 30% of their household income for housing, which by definition is not affordable. Almost one third of the renting households in Wilsonville, 32.5%, pay 35% or more of their household income for rent. As housing affordability declines in Wilsonville, more and more community members are being displaced or are opting to move out of town in search of more affordable rental and homeownership opportunities. An increasing number of community members have testified before the Wilsonville City Council about how the large and sudden rent increases are no longer affordable and threaten the community members’ housing stability. A low vacancy rate in Wilsonville and a strong demand for housing are enticing many out-of-state investors to buy and then increase rents in Wilsonville’s multi-family communities. The lack of regulation, such as rent control, and the shortage of supply make Oregon an attractive place to make multi-family rental investments.

There is a growing concern among community members about the availability of high quality affordable housing in Wilsonville. The City's recently completed 2016 Community Survey concluded that only 22% of residents rated the availability of affordable quality housing as excellent or good, which, according to the National Research Center, is below the national benchmark for the measure. This is in contrast to the results in 2014, when the survey was last conducted, where 47% of the households surveyed felt Wilsonville had excellent or good availability of affordable quality housing.

In the recently completed Community Survey, a community member states, "Housing – too expensive to purchase a home here. When our rental agreement is up, we will be forced to move out of Wilsonville due to high price of homes and rent. We have lived here for 17 years, but are no longer able to afford to." As a result of this community feedback and changes in the housing market, the Wilsonville City Council directed staff to look into various programs, options, and new legislative changes that can address these community concerns.

Rapid rent increases are also spurring many renters to pursue becoming a first-time homebuyer, but Wilsonville has an insufficient housing stock of entry-level homes. According to the Regional Multiple Listing Service (RMLS) on August 28, Wilsonville had no single-family homes, and only 1 townhome and 8 condos, for sale below \$300,000. A search at \$350,000 and below only added 1 single-family detached home, 4 townhomes, and 4 more condos. Many community members who want to buy a first home must leave Wilsonville to pursue homeownership in more remote communities, like Canby, Keizer, Woodburn, Newberg, and Molalla, among others, with lower housing prices, a larger inventory of homes, and often much longer commutes.

According to U.S. Census and population estimates, Wilsonville has a significant workforce of approximately 18,500 employees, but unfortunately only 9% of the Wilsonville-based employees also reside in Wilsonville. Each day, approximately 16,500 employees commute to and from their jobs in Wilsonville. Additional work-force housing opportunities specifically targeted at Wilsonville workers will help the region reduce traffic and congestion, support previous road investments, reduce future greenhouse gas emissions, and help meet regional climate change goals.

Increasing rents, soaring housing prices, large numbers of commuters, along with new policy opportunities to promote equitable housing, make this Project both timely and necessary.

Budget

The budget for the Project is not to exceed \$62,500. This amount is to include all expenses incurred by the Proposer, including expenses for travel, supplies, and printing. Payment will be made upon completion of the work and within thirty (30) days of receipt of a final invoice.

II. Scope of Work

The consultant will address implementation strategies in the Strategic Plan which the City Council can implement to promote equitable housing in the Wilsonville Town Center, the Frog Pond planning areas, and throughout Wilsonville.

For more detailed information on the Scope of Work, including a description of each of these objectives, see **Attachment A – Professional Services Agreement for Equitable Housing Strategic Plan Consultant** (hereinafter referred to as “Equitable Housing Consultant Agreement” or “Agreement”) and **Exhibit A** attached thereto.

The City reserves the right to modify the Scope of Work based on the Proposer’s Proposal.

III. Term of Project

The Strategic Plan is to be completed by June 30, 2020.

IV. Minimum Qualifications

Individuals and firms replying to this solicitation must have prior and relevant work experience in public policy and affordable housing research, ideally in the State of Oregon. Proposers should have familiarity with affordable housing providers and related social service agencies. Proposers should also have access to local and relevant data sets. Any firms replying to this solicitation must be licensed businesses registered within the State of Oregon.

V. Proposal Requirements

Interested consultants shall prepare and submit Proposals in accordance with the requirements stated within this RFP. Adherence to these requirements will ensure a fair and objective analysis of submitted Proposals. Proposals should provide a clear, concise description of the Proposer’s capabilities to satisfy the requirements of this RFP. Emphasis should be placed on completeness, brevity, and clarity of content. Failure to comply with or complete any part of the RFP may result in rejection of the Proposal. The ability to follow these instructions demonstrates attention to detail.

Proposal Format

Proposals shall be typewritten, with a standard body text font (e.g., Calibri, Times New Roman, Garamond) of at least 12-point and not to exceed a total of 10 pages, including the cover letter. Proposals shall be double-sided. One page is considered to be one side of a single 8 ½" x 11" sheet.

Proposal Requirements

The Proposal should be organized to include the following information in the following order:

1. Cover letter (maximum 1 page) – stating the consultant/firm Proposer’s desire to make an offer responsive to the RFP and signed by an official authorized to bind the consultant/firm.
2. Project Understanding / Scope of Work – identify the major deliverables and work to be completed as part of the Agreement, the consultant firm’s understanding of the City’s needs associated with this project, and the value added by the firm’s completion of this work.

3. Company overview (maximum 1 page) – identifying consultant/firm name, specialty, location, and the principal(s) that would be responsible for providing services to the City. Include the same for any sub-consultants included in the Proposal and provide a contact person for each one.
4. Key personnel (maximum 2 pages) – identify key personnel who will lead and participate in the process, including each person’s name, relative experience, and nature and level of involvement in the Project. Full resumes showing relevant experience are preferred and may be added as an appendix, not to be counted against the proposal’s maximum page count.
5. Experience – list at least three relevant projects that demonstrate the Proposer’s ability to undertake the Scope of Work.
6. References – provide at least three relevant references from other recent clients for whom the Proposer has performed similar work, including name, email address, and telephone number for one direct contact person for each reference.
7. Cost – detailed cost proposal and budget for the various tasks to be performed in completing the Scope of Work. The cost proposal should be comprehensive and include all costs, including the Proposer’s fees, mileage, and production costs. **Note the maximum budget for this Project is \$62,500.** Include billable rates, also known as “Consultant’s Rate Schedule,” for any consultant proposed to work on the Project. Suggested additions or modifications to the Scope of Work should be budgeted separately as adds or deducts.
8. Modifications – list any proposed exceptions or modifications to the Equitable Housing Consultant Agreement language or requirements. Please review the draft Agreement carefully, paying special attention to the City’s insurance requirements. If no proposed exceptions or modifications are noted, the City will presume that the Proposer accepts all terms of the Agreement as presented. The City reserves the right to reject any proposed exception or modification and, in that case, the Proposer will be given the opportunity to accept the Agreement as written or withdraw its Proposal.

VI. Proposal Submission

Interested consultants shall submit their Proposal, sealed in an opaque envelope, plainly marked “Request for Proposals – Equitable Housing Consultant,” addressed to the attention of Miranda Bateschell and submitted to the following location by no later than **2:00 p.m., local time, on Friday, September 21, 2018:**

City of Wilsonville
Attn: Miranda Bateschell
29799 SW Town Center Loop East
Wilsonville, OR 97070

Alternatively, Proposals may be submitted via email to Miranda Bateschell at bateschell@ci.wilsonville.or.us, with the subject line “Request for Proposals – Equitable

Housing Consultant,” and must be received by no later than **2:00 p.m., local time, on Friday, September 21, 2018.**

Proposals must arrive at the issuing office on or before the listed time and date due. Late Proposals will be returned unopened and without review. Faxed Proposals will not be accepted.

VII. Proposal Evaluation and Selection

All written Proposals received at City Hall by the deadline will be reviewed by a Selection Review Committee. The Selection Review Committee will comprise of City staff. Each committee member will independently evaluate each Proposal in accordance with the criteria stated in the Proposal Requirements section of this RFP.

At any point during the evaluation process, the City is permitted to seek clarification of any Proposal. The City retains the right to accept any or no Proposal that is deemed to best fit the needs of the City’s equitable housing strategy.

Written Evaluation

Based on their evaluation, each member of the Selection Review Committee will score each Proposal according to the following scoring criteria. Each member will rank, in descending order, each Proposal by total score.

WRITTEN PROPOSAL EVALUATION CRITERIA

Criteria	Maximum Score
Proposer’s Experience/Demonstrated Results	30
Project Understanding/Approach	30
Cost	30
Proposal Quality	10
<hr/>	
Total	100 Points

In addition to the above weighted scoring criteria, feedback from provided references will also be considered and may be determinative in the selection process.

Explanation of Evaluation Criteria

Proposer’s Experience/Demonstrated Results: Proposer team’s experience and success with researching and developing housing plans for other communities.

Qualifications of Personnel: Prior experiences and work-products of consultant team members and how relevant to this Project.

Cost: The maximum services provided in relation to the fee charged and the value of the overall Project; the budget is reasonable and appropriate.

Proposal Quality: Quality of the Proposal and points addressed in the Scope of Work, and the likelihood of achieving program objectives.

Interview Evaluation

If determined to be necessary or desirable by the City, finalists from the written evaluation may be invited to participate in an additional interview evaluation process. The number of finalists will be determined by the Selection Review Committee. The interview evaluation process will provide an opportunity for Proposers to make a presentation to clarify their Proposal and for the Selection Review Committee to ask additional questions related to the Proposal and Scope of Work. The City will notify finalists of the interview evaluation time and location and allow for a reasonable period of time for finalists to prepare presentations.

After the interviews, each member of the Selection Review Committee will re-evaluate and re-score each finalist interviewed according to the Evaluation Criteria. Each member will rank, in descending order, each interview by total score.

Successful Proposer Determination

The Proposer with the highest overall ranking, as determined by the Selection Review Committee, shall be identified as the Successful Proposer.

The Selection Review Committee shall determine the final ranking of Proposers, and the Committee's decision is final. Upon determination of the Successful Proposer and performance of additional investigations, the City will issue a Notice of Intent to Award letter notifying all Proposers of the City's selection of a Successful Proposer.

The City reserves the right to negotiate a final contract that is in the best interest of the City. The City will only negotiate those provisions of the Agreement that were noted as Exceptions in the Proposal. The City will attempt to reach a final agreement with the Successful Proposer. The City may, in its sole discretion, terminate negotiations and reject the Proposal in the event agreement cannot be reached. The City may then attempt to reach final agreement with the next highest ranked Proposer, and so on with the remaining Proposers, until an agreement is reached. In the alternative, the City may at any time elect to reject all Proposals and begin the RFP process over.

VIII. Schedule

The following is the anticipated timeline for receiving and evaluating Proposals and awarding a contract to the most qualified firm or individual. This schedule is subject to change as additional time is needed.

Advertise Request for Proposals	August 31, 2018
RFP Questions Due	September 12, 2018, 2:00 p.m.
Proposals Due	September 21, 2018, 2:00 p.m.
Interviews (if needed)	Week of October 8, 2018
Evaluation of Proposals Complete	October 12, 2018

IX. RFP Documents

Request for Proposal (RFP) documents may be obtained at Wilsonville City Hall, located at 29799 SW Town Center Loop East, Wilsonville, Oregon 97070, or may be obtained electronically on the City website (www.ci.wilsonville.or.us) under "Doing Business." The City of Wilsonville shall not be held responsible for the delivery of the documents. Contact Tami Bergeron at (503) 570-1571 to obtain RFP documents by mail.

X. Project Manager

The Project Manager for this Project is:

Miranda Bateschell
Planning Manager
503-570-1581
bateschell@ci.wilsonville.or.us

XI. RFP Questions

Interested consultants shall direct all questions regarding RFP documents in writing or by email to:

City of Wilsonville
Attn: Tami Bergeron, Planning Administrative Assistant
29799 SW Town Center Loop East
Wilsonville, OR 97070
OR
bergeron@ci.wilsonville.or.us

All questions must be submitted in writing up until 2:00 p.m., local time, on September 12, 2018. Questions and answers will be provided by email to all firms on the RFP holders list.

During this time, Proposers are encouraged to ask as many questions as needed to prepare a viable Proposal. Questions submitted after 2:00 p.m., local time, on September 12, 2018, will not be addressed.

For the sake of fairness, Proposers are not to contact any City staff or official other than the Project Manager or the Planning Administrative Assistant concerning this RFP. Contact with any other City staff or official concerning this RFP will be grounds for disqualification.

Proposers are hereby notified that verbal communication may not be relied upon as official communication concerning this RFP. Only answers to those questions responded to via email or by written addendum may be relied upon.

XII. General RFP Information

Changes to the RFP Solicitation by Addenda

The City reserves the right to make changes to the RFP by written addendum, which shall be issued by email format only to all those who have obtained the RFP documents by pick-up or standard mail, and will be made available for download at www.ci.wilsonville.or.us under “Doing Business.”

Confidentiality

All information submitted by Proposers shall become and remain the property of the City and, as such, is considered public information and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposals for which the Proposer requests exception from disclosure as being proprietary information exempt from disclosure, consistent with Oregon law. If a Proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information must be marked with the following legend:

“This data constitutes a trade secret and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

Identifying the Proposal in whole as a trade secret is not acceptable. Failure to identify a portion of the Proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret. Nondisclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Oregon Public Records Law.

The City will make available to any person requesting information through the City processes for disclosure of public records, any and all information submitted as a result of this RFP not exempted from disclosure without obtaining permission from any Proposer to do so after the Notice of Intent to Award has been released.

The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted. If a public record request is made for material marked as proprietary, the City will attempt to notify the impacted Proposer prior to the deadline for release of the material but will not defend against any legal challenge for release. Therefore, claims arising out of any public record request for such information shall be at the Proposer’s sole expense, if the Proposer wishes to deny or withhold the information.

Cancellation

The City reserves the right to cancel this RFP or the contract award at any time before execution of the contract by both parties, if cancellation is deemed to be in the best interest of the City. In no event shall the City have any liability for the cancellation of a contract award.

Late Proposals

All Proposals that are not received by the Proposal Due Date and Time will not be considered and will be returned unopened to the Proposer. Mail, hand-delivery, or electronic delays, including but not limited to delays within the City’s internal distribution systems, do not excuse the

Proposer's responsibility for submitting the Proposal to the correct location by the Proposal Due Date and Time.

Disputes

In case of any doubt or differences of opinion as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City shall be final and binding upon all parties.

Proposer Certifications

By the act of submitting a Proposal in response to this RFP, the Proposer certifies that:

1. The Proposer has carefully examined all RFP documents, including the draft **Equitable Housing Consultant Agreement (attached as Attachment A)**, all addenda, and all other attachments, fully understands the RFP intent, is able to perform all tasks as described in the Scope of Work of this RFP, and the Proposal is made in accordance therewith. Except as otherwise noted as part of the Proposal, the Proposer certifies that Proposer is ready, willing, and able to comply with all terms of the attached Equitable Housing Consultant Agreement.
2. The Proposer is familiar with the local conditions under which the work will be performed.
3. The Proposal is based upon the requirements described in the RFP, without exception, unless clearly stated in the response.
4. The Proposer accepts all of the terms of the City's Equitable Housing Consultant Agreement and warrants that Proposer will fully meet all of the insurance requirements contained therein. If the Proposer wishes to amend or modify any terms of the Equitable Housing Consultant Agreement, such amendment or modification must be stated in particularity in the Proposal. Proposed changes to the draft Equitable Housing Consultant Agreement not stated at the time of Proposal submission will not be considered. Changes stated will be considered but may not be agreed upon by the City for contract award. If the City does not agree with such noted changes, the Proposer may withdraw the proposed change or the entire Proposal and the City may elect to award the contract to the next highest ranked Proposer.
5. The Proposer certifies, and in the case of sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of Proposer's knowledge and belief, no elected official, employee, or person whose salary is payable in whole or part by the City has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof, other than as fully described in the Proposer's response to this solicitation.
6. The Proposer has examined all parts of the RFP, including all requirements and contract terms and conditions thereof, and if its Proposal is accepted, the Proposer shall accept the contract documents thereto, unless substantive changes are made in same without the approval of the Proposer.

7. The Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.
8. The Proposer has quality experience providing the types of services and duties as described within the Scope of Work of this RFP.
9. The Proposer shall also certify Proposer's state of residence.

Nondiscrimination

By the act of submitting a Proposal in response to this RFP, the Proposer certifies, under penalty of perjury, that ***the Proposer has not discriminated against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.***

Competition

Prospective Proposers are encouraged to comment, either with their Proposals or at any other time, in writing, on any specification or requirement within this RFP which the Proposer believes will inordinately limit competition.

Proposal Liability

Proposers responding to this RFP do so solely at their expense, and the City is not responsible for any Proposer expenses associated with the RFP. By proposing, Proposers agree that doing so is at their own risk and the City shall have no liability related thereto. Finalists invited to participate in interview evaluations are responsible for scheduling and paying for their own travel arrangements.

City Requests for Clarification, Additional Research, and Revisions

The City reserves the right to obtain clarification of any portion of a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to timely respond to such a request for additional information or clarification may result in a finding that the Proposer is non-responsive and consequent rejection of the Proposal.

The City may obtain information from any legal source for clarification of any Proposal. The City need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

The City may perform, at its sole option, investigations of any Proposer. Information may include, but shall not necessarily be limited to, current litigation and contracting references. All such documents, if requested by the City, become part of the public record and may be disclosed accordingly.

The City reserves the right to request revisions of any Proposal after the date and time due and before award for the purpose of obtaining best and final offers.

Rejection of Proposals

The City reserves the right to reject any or all irregularities or omissions in Proposals submitted in response to this RFP to the extent it is determined to be in the best interest of the City to do

so. Furthermore, the City reserves the right to reject any or all Proposals or portions thereof submitted in response to this RFP. Proposals may be rejected for one or more of the following reasons, including but not limited to:

1. Failure of the Proposer to adhere to one or more of the provisions established in the RFP.
2. Failure of the Proposer to submit a Proposal in the format specified herein.
3. Failure of the Proposer to submit a Proposal within the time requirements established herein.
4. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.

The City may reject any Proposal not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all Proposals upon a finding by the City that it is in the public interest to do so.

Modification or Withdrawal of Proposal by Proposer

A Proposal may not be modified, withdrawn, or canceled by the Proposer following the time and date the Proposals are due. Proposals submitted early may be modified or withdrawn only by notice to the City, at the Proposal submittal location, prior to the time and date the Proposals are due. Such notice shall be submitted to the Project Manager, in writing, executed and signed by a duly authorized representative of the firm/individual submitting the Proposal. All such communication shall be so worded as not to reveal the contents of the original Proposal.

Withdrawn Proposals may be resubmitted prior to the time and date the Proposals are due, provided that they are then fully in conformance with the RFP.

Duration of Proposal

Proposal prices, terms, and conditions shall be firm for a period of at least ninety (90) days from the time and date Proposals are due. Proposals shall not be subject to future price escalation or changes of terms during the ninety (90) day period.

Local and Federal Requirements

The City of Wilsonville intends to select a consultant in accordance with Oregon law and the City's municipal code. Selection of a consultant under this process is not a guarantee of a contract award, nor is the award of a contract for any portion of the Work a guarantee of award of a contract for any subsequent work. All work is subject to budgetary and funding constraints of the City of Wilsonville.

The selected consultant shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under this contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

The Proposer is subject to the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires the provision of Workers Compensation coverage for all employees working under this contract. The City of Wilsonville's programs, services, employment opportunities, and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age, marital status, disability, or political affiliation.

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ATTACHMENT A

SAMPLE PROFESSIONAL SERVICES AGREEMENT

CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT
Equitable Housing Strategic Plan Consultant

This Professional Services Agreement (“Agreement”) is made and entered into on this ____ day of November, 2018 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and _____ a(n) _____ [state] _____ [corporation/limited liability company, etc.] (hereinafter referred to as “Consultant”).

RECITALS

WHEREAS, the City requires services which Consultant is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Consultant represents that Consultant is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Consultant is prepared to provide such services as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

Section 1. Term

The term of this Agreement shall be from the Effective Date until all services required to be performed hereunder (“Services”) are completed and accepted, unless earlier terminated in accordance herewith. Except in the event of an extension of time, agreed to in writing by the City, all Services must be completed by no later than June 30, 2020.

Section 2. Consultant’s Services

2.1. Consultant shall diligently perform the research, production, and presentation Services for the Equitable Housing Strategic Plan (“Project”) according to the requirements and deliverable dates identified in the Scope of Services, attached hereto as **Exhibit A** and incorporated by reference herein.

2.2. Consultant will not be deemed to be in default by reason of delays in performance due to reasons beyond Consultant’s reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or other unavoidable delays or acts of third parties not under Consultant’s direction and control (“Force Majeure”). In the case of the happening of any Force Majeure event, the time for completion of the Services will be extended accordingly and proportionately by the City, in writing. Lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

2.3. The existence of this Agreement between the City and Consultant shall not be construed as the City's promise or assurance that Consultant will be retained for future services beyond the Scope of Services described herein.

2.4. Consultant shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Consultant may have access by reason of this Agreement. Consultant warrants that Consultant's employees assigned to work on the Services provided in this Agreement shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

Section 3. Compensation

3.1. Except as otherwise set forth in this **Section 3**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed _____ DOLLARS (\$_____) for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

3.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Services described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Compensation above the amount shown in **Subsection 3.1** above requires a written Addendum, executed in compliance with the provisions of **Section 14**.

3.3. Unless expressly set forth on Consultant's Rate Schedule as a reimbursable expense item that is not included in the Compensation Amount of **Subsection 3.1**, or as an additional charge for which a written Addendum has been approved, in accordance with **Subsection 3.2** and the requirements of **Section 14**, Consultant shall only be entitled to the Compensation Amount specified in **Subsection 3.1**.

3.4. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Consultant as promptly as is reasonably possible.

3.5. The City will be responsible for the direct payment of required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, and all other similar fees resulting from this Project, that are not specifically covered by **Exhibit A**.

3.6. Consultant's Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit,

pension benefits and similar contributions and benefits, technology and/or software charges, office expenses, and all other indirect and overhead charges.

Section 4. City's Responsibilities

The City will designate a Project Manager to facilitate day-to-day communication between Consultant and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

Section 5. City's Project Manager

The City's Project Manager is Miranda Bateschell. The City shall give Consultant prompt written notice of any re-designation of its Project Manager.

Section 6. Consultant's Project Manager

Consultant's Project Manager is _____. In the event that Consultant's designated Project Manager is changed, Consultant shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Consultant's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Consultant that is not from Consultant's designated Project Manager, the City may request verification by Consultant's Project Manager, which verification must be promptly furnished.

Section 7. Project Information

Except for confidential information designated by the City as information not to be shared, Consultant agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

Section 8. Subcontractors and Assignments

8.1. Unless expressly authorized in **Exhibit A** or **Section 9** of this Agreement, Consultant shall neither subcontract with others for any of the Services prescribed herein nor assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of

the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

8.2. The City shall have the right to enter into other agreements for the Project, to be coordinated with this Agreement. Consultant shall cooperate with the City and other firms, engineers or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours. Consultant shall furnish other engineers, subcontractors and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.

Section 9. Consultant Is Independent Contractor

9.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 3** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

9.2. Consultant may request that some consulting Services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such Services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on an approved Rate Schedule. Rate Schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 14** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

9.3. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with and be subject to the provisions of this **Section 9** and meet the same insurance requirements of Consultant under this Agreement.

Section 10. Consultant Responsibilities

10.1. Consultant shall make prompt payment for any claims for labor, materials, or services furnished to Consultant by any person in connection with this Agreement, as such claims become due. Consultant shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Consultant. If Consultant fails, neglects, or refuses to make prompt payment of any such claim, the City may, but shall not be

obligated to, pay such claim to the subcontractor furnishing the labor, materials, or services and offset the amount of the payment against funds due or to become due to Consultant under this Agreement. The City may also recover any such amounts directly from Consultant.

10.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Consultant shall make all required workers compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on **Exhibit B** as a reimbursable expense item not included in the Compensation Amount, specific costs associated with items set forth in this subsection shall be deemed as fully and conclusively included in the rate upon which Consultant's Compensation Amount is based.

10.3. No person shall be discriminated against by Consultant or any subcontractor in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City.

10.4. References to "subcontractor" mean a subcontractor at any tier.

Section 11. Indemnity and Insurance

11.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 11.2**. Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant.

11.2. Standard of Care. In the performance of professional services, Consultant agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Consultant's profession practicing in the Portland metropolitan area. Consultant will re-perform

any Services not meeting this standard without additional compensation. Consultant's re-performance of any Services, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Consultant's failure to perform in accordance with the applicable standard of care of this Agreement and within the prescribed timeframe.

11.3. Insurance Requirements. Consultant shall maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies of insurance maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

11.3.1. Commercial General Liability Insurance. Consultant shall obtain, at Consultant's expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

11.3.2. Professional Errors and Omissions Coverage. Consultant agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than **\$2,000,000** per claim. Consultant shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by Consultant on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years thereafter.

11.3.3. Business Automobile Liability Insurance. If Consultant will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$2,000,000**.

11.3.4. Workers Compensation Insurance. Consultant and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Consultants who perform work without the

assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **\$500,000** each accident.

11.3.5. Insurance Carrier Rating. Coverages provided by Consultant must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

11.3.6. Additional Insured and Termination Endorsements. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policy(ies), as applicable, will be provided by endorsement. Additional insured coverage shall be for both on-going operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder.

11.3.7. Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, Consultant shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Consultant agrees that it will not terminate or change its coverage during the term of this Agreement without giving the City at least thirty (30) days' prior advance notice and Consultant will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

11.3.8. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are "Claims Made" policies, Consultant will be required to maintain such policies in full force and effect throughout any warranty period.

Section 12. Early Termination; Default

12.1. This Agreement may be terminated prior to the expiration of the agreed upon terms:

12.1.1. By mutual written consent of the parties;

12.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person; or

12.1.3. By Consultant, effective upon seven (7) days' prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of Consultant, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

12.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Consultant shall be liable for all costs and damages incurred by the City as a result of the default by Consultant, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant with written notice of the default and a period of ten (10) days to cure the default. If Consultant notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Agreement and seek remedies for the default, as provided above.

12.3. If the City terminates this Agreement for its own convenience not due to any default by Consultant, payment of Consultant shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Consultant against the City under this Agreement.

12.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 16**, for which Consultant has received payment or the City has made payment.

Section 13. Suspension of Services

The City may suspend, delay, or interrupt all or any part of the Services for such time as the City deems appropriate for its own convenience by giving written notice thereof to Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within Consultant's control. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Consultant. Should the City suspend, delay, or interrupt the Services and the suspension is not within Consultant's control, then the City shall extend the time of completion by the length of the delay.

Section 14. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 3** of this Agreement, or changes or modifies the Scope of Services or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for

modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 15. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of four (4) years, unless within that time the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

Section 16. Property of the City

16.1. All documents and/or research gathered or prepared by Consultant under this Agreement, including but not limited to plans, charts, graphs, drawings, photographs, maps, surveys, data generation, PowerPoint presentations, papers, diaries, and reports, shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation.

16.2. Consultant shall not be held liable for any damage, loss, increased expenses, or otherwise, caused by or attributed to the reuse by the City or its designees of all work performed by Consultant pursuant to this Agreement without the express written permission of Consultant.

Section 17. Notices

Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville
Attn: Miranda Bateschell, Planning Manager
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Consultant: _____
Attn: _____

Section 18. Miscellaneous Provisions

18.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Agreement shall control.

18.2. Legal Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement may be enforced by an action at law or in equity.

18.3. No Assignment. Consultant may not assign this Agreement, nor the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

18.4. Adherence to Law. In the performance of this Agreement, Consultant shall adhere to all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Consultant is required by law to obtain or maintain in order to perform the Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

18.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon. All contractual provisions required by ORS Chapters 279A and 279C to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

18.6. Jurisdiction. Venue for any dispute will be in Clackamas County Circuit Court.

18.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

18.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

18.9. Severability. If any provision of this Agreement is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Agreement shall remain in full force and effect, to the greatest extent allowed by law.

18.10. Modification. This Agreement may not be modified except by written instrument executed by Consultant and the City.

18.11. Time of the Essence. Time is expressly made of the essence in the performance of this Agreement.

18.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included.

18.13. Headings. Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

18.14. Number, Gender and Captions. In construing this Agreement, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

18.15. Good Faith and Reasonableness. The Parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Agreement gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

18.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

18.17. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

18.18. Entire Agreement. This Agreement and all documents attached to this Agreement represent the entire agreement between the parties.

18.19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument.

18.20. Authority. Each party signing on behalf of Consultant and the City hereby warrants actual authority to bind their respective party.

The Consultant and the City hereby agree to all provisions of this Agreement.

CONSULTANT:

By: _____

Print Name: _____

As Its: _____

Employer I.D. No. _____

CITY:

CITY OF WILSONVILLE

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

Amanda Guile-Hinman, Asst. City Attorney
City of Wilsonville, Oregon

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EXHIBIT A
Scope of Work
City of Wilsonville
Equitable Housing Strategic Plan



Project Overview

Consultant is responsible for researching, developing, and assisting the City in adopting an Equitable Housing Strategic Plan that identifies and prioritizes policies and programs which the City may implement to address the City's current needs and gaps in Wilsonville's housing market.

Project Schedule:

Key Milestone/Deliverables

November, 2018	City and consultant execute Professional Services Agreement
January 31, 2019	Project Kickoff Meeting and Housing Summit and Resource Fair
January 31, 2019	Housing Market Research
March 31, 2019	Draft Policy Objectives and Performance Measures
June 30, 2019	Draft Equitable Housing Strategic Plan
August 31, 2019	Final Equitable Housing Strategic Plan Recommendations
December 31, 2019	Public Hearing and Adoption of Equitable Housing Strategic Plan

Housing Market Research Report

The Project begins with a comprehensive review of Wilsonville's housing market and housing needs. This research is intended to identify the current gaps in Wilsonville's housing market and, therefore, also to identify the types of policies and programs that are needed to address these housing gaps. While the City's 2013 Housing Needs Analysis provides good information on the types of housing provided in the City and the future demand for housing, it falls short in comparing current price points for this range of housing types and how it relates to affordability for current residents and employees. By using existing market research and evaluating related housing data, Consultant will prepare a Housing Market Research Report to identify Wilsonville's housing affordability issues and any gaps between the housing market supply and housing needs.

The focus of this Project will be on development of equitable housing policy components, but the types of policies and programs the City seeks to further examine and potentially implement first must be justified by a documented community need in order to build community support.

A rough draft of the Housing Market Research Report is to be presented to the Equitable Housing Task Force and the City Council for review. Based on the research, the task force and the City Council will seek to begin broadly identifying the community's areas of needs, which will guide which types of programs and policies are worthy and relevant to solving the housing gaps in Wilsonville.

Community and Stakeholder Engagement

An early and critical part of this Project is seeking feedback from community members and local experts about the research findings and how they compare to their view of Wilsonville's unmet housing needs. This step is to be completed through a robust community engagement process and stakeholder interviews. Consultant will conduct stakeholder interviews and survey community members, including both residents and

employees, to better understand and document their perception of the current gaps in Wilsonville’s housing market and to begin identifying potential solutions.

Equitable Housing Summit and Resource Fair

The City plans to hold an Equitable Housing Summit and Resource Fair, primarily for Wilsonville community members and commuters to share real-life experiences and to learn about current housing assistance programs that may be able to provide temporary or long-term assistance. Programs to be represented at the event are offered by local non-profits, housing counselors, Clackamas County, the State of Oregon, the U.S. Department of Housing and Urban Development (HUD), and private sector housing professionals. The types of programs and service providers to be featured at the Resource Fair include the following:

- Housing Choice Vouchers from Clackamas County
- Individual Development Accounts from local non-profits
- Housing and credit counseling
- First-time homebuyer education providers
- First-time homebuyer assistance programs
- Emergency assistance services such as rental and medical assistance
- Non-profit affordable housing providers
- Legal aid and tenant’s rights organizations
- Local social service agencies
- Faith-based service providers
- Information and referral organizations
- And many others

In hosting an Equitable Housing Summit, the City seeks to provide local non-profit housing providers free information tables to share program information with community members who attend. The City will donate the space needed to host the event, both at the Wilsonville Community Center and other space if needed. The Consultant will be responsible for coordinating the logistics for the event and for inviting housing organizations to participate.

The target market for this event includes community members who need or desire housing assistance. This includes, among others: potential first-time homebuyers; long-term local renters; seniors; people with disabilities; commuters; racially and ethnically diverse community members; and anyone else who is in need of housing assistance. Consultant will be responsible for promotion of the event to these groups.

The Summit should also include a short survey or other form(s) of data collection in order to gain information and experiences from participants and community members in need of affordable housing opportunities. This effort can also build a list of interested parties to keep engaged throughout the project.

Equitable Housing Strategic Plan

Once the research and community engagement is complete and the City has a better understanding of local housing needs, the next phase is the drafting of an Equitable Housing Strategic Plan. While the approach and the precise types of policies, programs, and partnerships that will be included in the plan are not known and are to be based on the research findings, the following are a range of housing policy and program strategies, among others, that are likely to be considered for adoption:

- Policy changes to Wilsonville’s zoning and development code to encourage the development of creative infill housing, accessory dwelling units, or cottage clusters.

- New housing policies, such as inclusionary zoning, Affordable Dwelling Unit Ordinance, Adaptive Reuse, Affordability Covenants, Accessory Dwelling Units, Expedited Permitting, Density Bonuses, and Reduced Parking Permits.
- Implementation of first-time homebuyer assistance, education, and counseling services.
- Leveraging existing first-time homebuyer programs offered by Oregon Housing and Community Services, USDA Rural Development, Federal Housing Administration (FHA), and Clackamas County.
- Creation of new resources and development incentives, such as a local Construction Excise Tax program, System Development Charge waivers, tax-exemption programs, and vertical housing tax credit programs.
- Leveraging of existing resources, such as federal HOME funds, Community Development Block Grant funds, and state-funded programs offered by Oregon Housing and Community Services.
- Adoption of incentive programs that foster housing opportunities for “missing middle” households who desire to purchase and/or rent a home in Wilsonville.
- Adoption of development incentive programs such as Vertical Housing Tax Credits, tax exemptions for affordable units, and system development charge waivers.

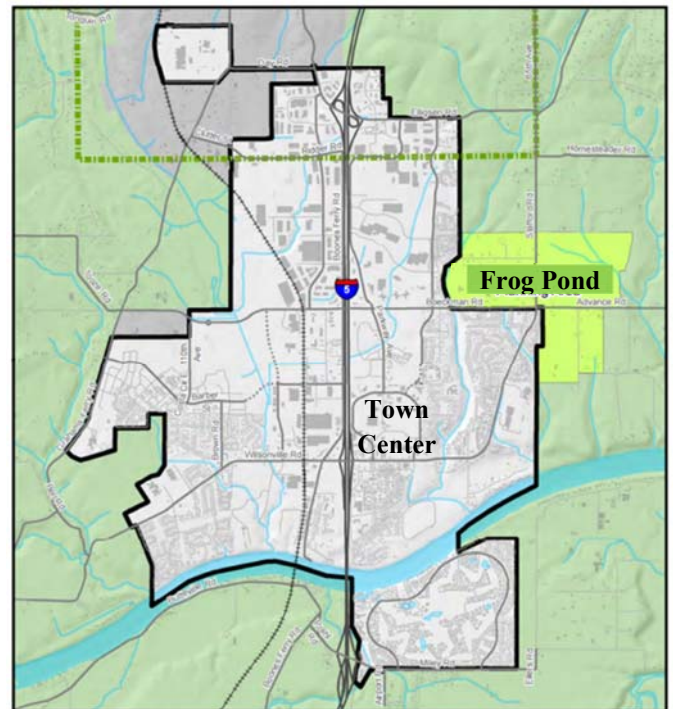
Policy/Program Implementation

Once the Equitable Housing Strategic Plan is adopted by City Council, the focus will turn to implementation of the top and most viable strategies. This Project seeks to adopt and implement a minimum of six of the most important and viable strategies identified in the plan.

Project Site Description

This Project applies to the residents and employees living and working within the City of Wilsonville. For this Project, extra focus is planned for the Town Center and Frog Pond areas since these are two of Wilsonville’s growth areas where much future development is planned. The Town Center Plan, and a new vision for that area, will be adopted in early 2019. The Frog Pond Planning Area consists of a neighborhood currently within the Urban Growth Boundary as well as two future neighborhoods, which could possibly be added to the UGB in 2018. The Consultant will need to review these plans and include recommendations that could be specifically applied in those areas.

Wilsonville’s most recent 2018 certified population estimate, prepared by Portland State University, is 24,315 people. In addition, approximately 16,500 employees commute to and from Wilsonville for work. Over 85% of the households in Wilsonville are white and over 12% of the households identify as Latino. Almost 60% of the households are family households, with 28% of the households being families with kids under 18 years of age. More than half of the homes in Wilsonville are renter-occupied, at almost 54%, with 46% of the households living in owner-occupied housing. More than 97% of the housing units in Wilsonville were built in the ‘70s or later.



Wilsonville is a rapidly growing community with a record number of single-family building permits being issued in the past few years; however, the ratio of multi-family housing units still remains over fifty percent. Much of the residential growth in Wilsonville is taking place in the Villebois neighborhood on the west side of I-5, but a handful of other smaller pockets of development are under construction as well. Primary future growth areas for the community include the Frog Pond and Town Center Planning Areas, which are both on the east side of I-5.

Limited housing currently exists within the Wilsonville Town Center. New development will likely bring new housing opportunities with higher rental rates in order to make the new development financially feasible. With access to important services and transit, it is important to provide housing opportunities to serve a variety of household incomes. The City will need strategies identified to provide affordable housing opportunities within the new development in Town Center.

The largely undeveloped Frog Pond area is a place where unique and various forms of equitable housing types can be constructed to meet the needs of current community members. While less dense than the Town Center area, the Frog Pond area presents a great opportunity to encourage the development of unique forms of single-family housing, such as cottage clusters and co-housing. These unique development types are likely to be much more affordable to households who are within the “missing middle” income spectrum or looking for first-time home buying experiences. Development has begun in Frog Pond, and the City needs to identify a suite of strategies in order to provide affordable single-family housing opportunities to serve different demographics within the City and complement the more dense housing types provided in the Town Center.

Project Milestone and Deliverables Schedule

<p>Project Kickoff and Housing Summit and Resource Fair a) Staff and facilitate Task Force Meeting #1 b) Staff and conduct survey at Housing Summit and Resource Fair</p>	<p>January 31, 2019</p> <hr/>
<p>Market Research a) Research and draft Market Research Report, including evaluation of gaps in Wilsonville’s housing market relative to the residents who live and work in Wilsonville b) Present Market Research Report at Task Force Meeting #2 c) Present Market Research Report to City Council d) Seek City Council direction on the policy objectives and performance measures for inclusion in the strategic plan</p>	<p>January 31, 2019</p> <hr/>
<p>Draft Policy Objectives and Performance Measures a) Draft overall policy objectives by housing type and performance measures, including short-term measures to evaluate success of the grant project and long-term measures of income-based affordability b) Present policy objectives and performance measures to Task Force members and then to City Council at a work session</p>	<p>March 31, 2019</p> <hr/>
<p>Draft Equitable Housing Strategic Plan a) Research and deliver a memo summarizing key findings from analysis of policies that are being considered for Wilsonville b) Draft Equitable Housing Strategic Plan that includes a minimum of six strategies focused on promoting equitable housing in the Wilsonville Town Center, the Frog Pond planning areas, and throughout Wilsonville c) Present draft plan at Task Force Meeting #3 for feedback and discussion</p>	<p>June 30, 2019</p> <hr/>

<ul style="list-style-type: none"> d) Present draft plan to Planning Commission and City Council for feedback and discussion e) Refine and finalize plan 	
<p>Final Equitable Housing Strategic Plan Recommendations</p> <ul style="list-style-type: none"> a) Present final plan at Task Force Meeting #4 for adoption b) Present final plan to Planning Commission for adoption 	<p>August 31, 2019</p> <hr/>
<p>Public Hearing and Adoption of Equitable Housing Strategic Plan</p> <ul style="list-style-type: none"> a) Present final plan to City Council for adoption, including a minimum of six specific implementation strategies City Council agrees to implement to promote equitable housing in the Wilsonville Town Center, the Frog Pond planning areas, and throughout Wilsonville 	<p>December 31, 2019</p> <hr/>

EXHIBIT B
RATE SCHEDULE

[PLACEHOLDER]