



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, TO AMEND AN INTERGOVERNMENTAL AGREEMENT WITH PORTLAND STATE UNIVERSITY'S INSTITUTE OF PORTLAND METROPOLITAN STUDIES TO PREPARE A HOUSING AFFORDABILITY STRATEGY FOR THE CITY OF MILWAUKIE.

WHEREAS, in response to rapidly rising residential rents and a lack of affordable housing options, the Milwaukie City Council declared a housing emergency in the City of Milwaukie on April 19, 2016; and

WHEREAS, the Council has extended the housing emergency on two occasions, most recently on December 5, 2017; and

WHEREAS, as part of its 2017-2018 Biennium Goals, the City Council adopted Goal 1: Housing, which directed the City Manager and her staff to develop a strategy to address the current housing crisis and provide housing options that are affordable to Milwaukians at every income level and stage of life; and

WHEREAS, the City has convened a Housing Affordability Work Group (HAWG) made up of City staff and community partners with expertise in housing, which has provided guidance on the preparation of a Housing Affordability Strategy; and

WHEREAS, the City identified Portland State University's Institute of Portland Metropolitan Studies as having the expertise needed to help the City develop a strategy and action plan to help address the current housing affordability crisis, and adopted Resolution 101-2017, approving an Intergovernmental Agreement (IGA) to prepare the strategy by March 31, 2018; and

WHEREAS, City staff, with input from the HAWG, has determined that the strategy would be greatly aided by direct input from a variety of different housing stakeholders in Milwaukie, and has instructed PSU staff to include three additional focus groups in their scope of work; and

WHEREAS, the Housing Affordability Strategy is now scheduled to be presented to the City Council for their review in April 2018, requiring an extension of the IGA.

Now, Therefore, be it Resolved that the City Council approves an amendment to the Intergovernmental Agreement between the City of Milwaukie and Portland State University's Institute of Portland Metropolitan Studies to prepare a Housing Affordability Strategy for the City of Milwaukie, extending the end date to June 30, 2018, and revising the scope of work to account for three additional focus groups.

Introduced and adopted by the City Council on 2/20/18.

This resolution is effective on 2/20/18.



Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC



Scott S. Stauffer, City Recorder



City Attorney



**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF MILWAUKIE, OREGON
AND INSTITUTE OF PORTLAND METROPOLITAN STUDIES
FOR HOUSING AFFORDABILITY STRATEGY**

THIS AGREEMENT is made and entered into this 20th day of February, 2018 by and between the City of Milwaukie, a municipal corporation of the State of Oregon, hereinafter called City, and the Institute of Portland Metropolitan Studies on behalf of Portland State University, hereinafter called Institution, individually the "Party," collectively the "Parties," hereinafter, and replaces the agreement adopted by the City Council on December 19, 2017 via Resolution 101-2017.

WHEREAS, the City has determined that the Institute is qualified and capable of performing the services required, under those terms and conditions set forth.

Now, therefore, be it agreed as follows:

1. SERVICES TO BE PROVIDED

Institute shall provide services as specified in the Scope of Work, a copy of which is attached hereto, labeled Exhibit A and hereby incorporated by reference. Institute shall initiate services immediately upon receipt of City's notice to proceed, together with an executed copy of this Agreement.

2. EFFECTIVE DATE AND DURATION

This Agreement shall become effective upon the date of final signature, and shall expire, unless otherwise terminated or extended, by June 30, 2018. All work under this Agreement shall be completed prior to the expiration of this Agreement.

3. COMPENSATION

City agrees to pay Institute not to exceed twenty-seven thousand and sixty dollars (\$27,060) for performance of those services described in the Scope of Work. Payment shall be made in installments based on Institute's invoice, subject to the approval of the City, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.

4. AMENDMENTS

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written Amendment signed by both Parties.

5. TERMINATION

It is agreed that neither any termination of this Agreement nor completion of the acts performed under this Agreement shall release either party from the obligation to indemnify the other as to any claim or cause of action which occurred, or is alleged to have occurred, prior to the effective date of such termination or completion.

6. FORCE MAJEURE

Neither Party shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the Parties so disabled shall

within ten (10) days from the beginning of such delay, notify the other Party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each Party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

7. INDEMNIFICATION

Either Party shall be liable to third parties for any act or omission of the other. Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 9, and the Oregon Tort Claims Act (ORS 30.260 to ORS 30.300), each Party will mutually indemnify and hold harmless the other Party from and against any and all liability arising out of their failure to comply with the terms of this Agreement and any injury, loss, claims, or damages arising from its negligent operations, acts, or omissions of its employees, agents relating to or arising out of its services under this Agreement and reasonable costs and expenses incurred by the other Party in connection with the defense of such claims.

8. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or email. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

City	Institute
City of Milwaukie	Company: Institute of Portland Metropolitan Studies at Portland State University
Attn: Accounts Payable	Attn: Liza Morehead
10722 SE Main Street	Address: PO Box 751
Milwaukie, Oregon 97222	Portland, OR 97207-0751
Phone: 503-786-7594	Phone: 503-725-5170
Fax: 503-786-7528	Fax: 503-725-5199
Email Address: ap@milwaukieoregon.gov	Email Address: more@pdx.edu

9. NON-DISCRIMINATION

Institute agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Institute also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

10. EXTRA (CHANGES) WORK

Only the Community Development Director, Alma Flores, may authorize extra (and/or change) work. Failure of Institute to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Institute thereafter shall be entitled to no compensation whatsoever for the performance of such work.

11. GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

12. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Institute shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation

insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapters 279A and 279B, the provisions of which are hereby made a part of this agreement.

13. CONFLICT BETWEEN TERMS

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

14. AUDIT

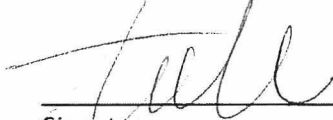
Institute shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. Institute agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

15. COMPLETE AGREEMENT

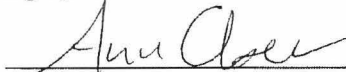
This Agreement and attached exhibits constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Institute, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

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

CITY OF MILWAUKIE



Signature

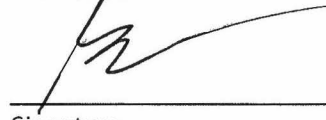


Printed Name & Title

2-22-18

Date

INSTITUTE



Signature

Greg Smith- Sr. Contract Officer

Printed Name & Title

3/2/2018

Date



Proposal: Housing Affordability Strategy

REVISED February 7, 2018



Background and Project Description

The City of Milwaukie, OR identified affordable housing as a key element in their 2017 Community Vision, *Milwaukie All Aboard*.

Goal Statement 2: Milwaukie invests in housing options that provide affordability, high quality development and good design, promoting quality living environments. It maintains the small neighborhood feel through creative use of space with housing options that embrace community inclusion and promote stability.¹

To help Milwaukie achieve the goals in *Milwaukie all Aboard*, the Institute of Portland Metropolitan Studies (IMS) will work with Milwaukie Community Development to write a Housing Affordability Strategy (HAS). The HAS will serve as an overarching framework, combining existing land use inventory, needs assessments, and housing policy analysis with additional research, and an analysis of best practices from peer cities.

The Housing and Residential Needs Analysis outlines the number of housing units by unit size, tenure, and price point that Milwaukie will need between 2016 and 2036. The report identifies buildable parcels. The Milwaukie Housing Strategy Report recommends code changes that will expand the range of permissible housing types. The HAS will join the work in the two reports to create an Action Plan. The Action Plan will prioritize the policy changes recommended in the Milwaukie Housing Strategy Report.

This scope of work was revised on February 7, 2018, to include three additional focus groups, and replaces the scope of work that was approved by the Milwaukie City Council via Resolution 101-2017.

Task 1: Enhance analysis of additional tools.

The HAS will develop recommendations for new housing strategies including:

- Land Banking
- Streamlined Infill Projects
- Construction Excise Tax
- No Cause Eviction Ordinance
- Property Tax Exemption for Affordable Housing

Task 2: Best practices from peer communities

Milwaukie can learn from best practices in other up market cities. A review of successful implementation of housing strategies, including those identified in the Milwaukie Housing Strategies Report and those listed under Task 2, will inform development of the Affordable Housing Action Plan.

¹ Milwaukie All Aboard, September 5, 2017, City Council Adoption Draft

Task 3: Prioritize additional housing tools from task 1 and code recommendations from the Milwaukie Housing Strategies Report.

Using the best practices analysis and the Housing and Residential Land Needs Assessment, IMS will prioritize the housing tools in Task 1 and the eleven recommended code amendments from the Milwaukie Housing Strategies Report.

Task 4: Conduct three focus groups to inform the final report. (NEW)

To inform the City of Milwaukie Housing Affordability Study, we will host three two-hour focus groups.

Residents (renters and owners): The City of Milwaukie wants to help residents remain in Milwaukie while accessing housing that meets their needs. This includes supporting renters who want to remain in the property they are currently occupying, homeowners who wish to remain in their homes, and residents who want to remain in the city but will need to change housing due to changing needs (downsizing, expanding, etc.) or displacement. We want to learn what pressures residents currently face, what supports they need, and where they access information about supportive programs.

Landlords: Increasing the supply of affordable units and maintaining the affordability of existing units are central to the city's goal of Housing Affordability. This includes current landlords operating buildings with affordable units. We want to learn what pressures landlords currently face, what supports they need, and where they access information about supportive programs. Programs include those focused on the buildings (weatherization and other needed maintenance), those aimed at the landlords' finances, and those aimed at mitigating tenant displacement (i.e. are landlords seeing a lot of turn over because tenants cannot afford to stay in their homes?).

Developers: Partnerships with for- and non-profit developers are an important part of the Milwaukie Housing Affordability Strategy. We are inviting a diverse group of advocates and for-profit and non-profit developers who construct both rental and for-sale housing or see it as important to their mission. We want to better understand how they city can partner with developers to achieve the desired housing mix. Where have the developers successfully worked with other cities and what did the cities do to facilitate that partnership? What opportunities could exist that have not been leveraged yet?

Focus Group Process:

1. Identify participants, including facilitator (for resident focus group)
2. Identify time and place for meetings and book meeting room (provide light refreshments)
3. Develop focus group questions
4. Deliver focus group (record if participants agree)
5. Review transcripts/notes, identify key themes
6. Review findings with participants and City of Milwaukie
7. Incorporate findings into final report

Task 5: Develop Action Plan

IMS will write an Action plan detailing specific actions (e.g. code changes, adoption of new policies), the party responsible for the actions, required resources, and a realistic timeline.

Task 6: Legislative Agenda

Based on our research into new tools and best practices from peer communities, IMS will develop a legislative housing agenda for Milwaukie. Agenda items will reflect desired changes to state level policies and codes that if changed would expand the options for affordable housing in Milwaukie.

Task 7: Community Profiles

IMS will build custom Community Profiles for each of Milwaukie's nine neighborhoods. The Community Profiles, which will use a combination of administrative and Census data, will focus on the existing housing stock and community demographics in each neighborhood. The Profiles will serve as a baseline and can be used to measure change moving forward and to support conversations with local residents, elected officials, developers, and city staff. Profiles will be hosted on the Neighborhood Pulse website.

Project Team

Name	Role in Project	Hours	Special Qualifications
Liza Morehead	PI, responsible for all deliverables	192	10 years of experience with housing policy, data development, and self-sufficiency analysis
Randy Morris	Community Geographer, develop and host neighborhood profiles	35	5 years of experience with community geography, and GIS
Sheila Martin		47	25 years of experience with urban and regional economics; data development and analysis; economic development policy
Ryan Winterberg-Lipp	Graduate Assistant, best practices literature review	70	8 years of experience with community planning, project coordination, and transit-oriented development
Robin Harkless Facilitator, Oregon Consensus Program	Facilitate focus group	6	Prepare for and facilitate resident focus group
Kevin Rancik	GIS analyst, custom GIS work to align Census data sets to Milwaukie neighborhood boundaries	17	10 years of experience as a researcher and GIS analyst
Cat McGuiness	Editor	17	

Timeline and Deliverables

The project period is January 1, 2018 to June 30, 2018.

Cost Estimate

Total project cost: \$27,060



**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON,
TO AMEND AN INTERGOVERNMENTAL AGREEMENT WITH PORTLAND STATE
UNIVERSITY'S INSTITUTE OF PORTLAND METROPOLITAN STUDIES TO PREPARE
A HOUSING AFFORDABILITY STRATEGY FOR THE CITY OF MILWAUKIE.**

WHEREAS, in response to rapidly rising residential rents and a lack of affordable housing options, the Milwaukie City Council declared a housing emergency in the City of Milwaukie on April 19, 2016; and

WHEREAS, the Council has extended the housing emergency on two occasions, most recently on December 5, 2017; and

WHEREAS, as part of its 2017-2018 Biennium Goals, the City Council adopted Goal 1: Housing, which directed the City Manager and her staff to develop a strategy to address the current housing crisis and provide housing options that are affordable to Milwaukians at every income level and stage of life; and

WHEREAS, the City has convened a Housing Affordability Work Group (HAWG) made up of City staff and community partners with expertise in housing, which has provided guidance on the preparation of a Housing Affordability Strategy; and

WHEREAS, the City identified Portland State University's Institute of Portland Metropolitan Studies as having the expertise needed to help the City develop a strategy and action plan to help address the current housing affordability crisis, and adopted Resolution 101-2017, approving an Intergovernmental Agreement (IGA) to prepare the strategy by March 31, 2018; and

WHEREAS, City staff, with input from the HAWG, has determined that the strategy would be greatly aided by direct input from a variety of different housing stakeholders in Milwaukie, and has instructed PSU staff to include three additional focus groups in their scope of work; and

WHEREAS, the Housing Affordability Strategy is now scheduled to be presented to the City Council for their review in April 2018, requiring an extension of the IGA.

Now, Therefore, be it Resolved that the City Council approves an amendment to the Intergovernmental Agreement between the City of Milwaukie and Portland State University's Institute of Portland Metropolitan Studies to prepare a Housing Affordability Strategy for the City of Milwaukie, extending the end date to June 30, 2018, and revising the scope of work to account for three additional focus groups.

Introduced and adopted by the City Council on 2/20/18.

This resolution is effective on 2/20/18.

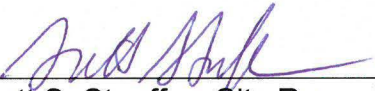


Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:

Jordan Ramis PC



Scott S. Stauffer, City Recorder



City Attorney