

**2040 PLANNING AND DEVELOPMENT GRANT
INTERGOVERNMENTAL AGREEMENT
Metro – City of Tigard
Washington Square Regional Center Update**

This 2040 Planning and Development Grant Intergovernmental Agreement (this “Agreement”) is entered into by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland OR, 97232 (“Metro”), and the City of Tigard, a municipality of the State of Oregon, located at 13125 SW Hall Boulevard, Tigard, Oregon, 97223 (the “City”). Metro and the City may be jointly referred to herein as the “Parties” or each, individually as a “Party”.

RECITALS

WHEREAS, Metro has established a Construction Excise Tax (“CET”), Metro Code Chapter 7.04, which imposes an excise tax throughout the Metro regional jurisdiction to fund regional and local planning that is required to make land ready for development after inclusion in the Urban Growth Boundary; and

WHEREAS, the CET is collected by local jurisdictions when issuing building permits, and is remitted to Metro pursuant to Intergovernmental Agreements to Collect and Remit Tax entered into separately between Metro and the local collecting jurisdictions; and

WHEREAS, the City has submitted a 2040 Planning and Development Grant Request attached hereto as **Exhibit A** and incorporated herein (the “Grant Request”) for the Washington Square Regional Center Update (the “Project”); and

WHEREAS, Metro has agreed to provide 2040 Planning and Development Grant Funds to the City for the Project in the amount of \$250,000 subject to the terms and conditions set forth herein (the “Grant Funds”), and the Parties wish to set forth the timing, procedures and conditions for receiving the Grant Funds from existing CET funds for the Project. In addition to the Grant Funds, \$60,000 in matching funds from the City will be used to fund the Project budget.

AGREEMENT

NOW THEREFORE, the Parties hereto agree as follows:

1. **Metro Grant Award.** Metro shall provide the Grant Funds to the City for the Project as approved by the Metro Council in Resolution 19-5002 and as described in the Grant Request, subject to the terms and conditions specified in this Agreement.
2. **Project Management and Coordination.** The Parties have appointed the staff identified below to act as their respective project managers (each a “Project Manager” and collectively “Project Managers”) with the authority and responsibility described in this Agreement:

For the City:	Susan Shanks Senior Planner City of Tigard 13125 SW Hall Blvd. Tigard, OR 97223 503-718-2454 susans@tigard-or.gov
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For Metro: Deb Meihoff, Communitas
 Metro
 600 NE Grand Avenue
 Portland, OR 97232
 503.358.3404
 deb@communitasplanning.com

Metro and the City may each designate an additional or replacement Project Manager by providing written notice to the other party.

3. Mutual Obligations of both the City and Metro. The Parties and their respective Project Managers will collaborate to oversee the successful implementation of the Project as follows:

- (a) Selection of Consultants. The Project Managers will work together to identify consultants best qualified to perform the scope of work described in Request for Proposals, attached hereto as Exhibit B. The Project Managers and any additional reviewers selected by the Parties will jointly review proposals from consultants and select a mutually agreeable consultant team to perform the work required to successfully complete the Project.
- (b) Schedule of Milestones. The Parties have agreed to a preliminary schedule of milestones for completion of the Project, which is attached hereto as **Exhibit C** (the "Milestones"). After the Project Managers have selected a consultant team as described in subsection 3(a), the Parties each expressly delegate authority to their respective Project Managers to prepare a revised schedule of Milestones that will provide more detailed performance timelines for the Project, including specific consultant and/or City deliverables for each Milestone, and establishing the amount of Grant Funds to be disbursed by Metro upon satisfactory completion of each Milestone. The Parties agree that once the Milestones are supplemented and revised by the Project Managers in accordance with this subsection, the revised version of **Exhibit C** will become final and binding on the Parties unless and until it is later amended as allowed under paragraph 10 of this Agreement.
- (c) Project Committee(s). The Project Managers will jointly determine the role of the Project steering/technical/advisory committee(s), if any, and the composition of such committees or other bodies. Metro's Project Manager or a designated staff person will participate as a member of any such committee.

4. City Responsibilities. The City shall perform the work on the Project described in the Grant Request, and as specified in the Milestones, subject to the terms and conditions specified in this Agreement.

- (a) Use of Grant Funds. The City shall use the Grant Funds it receives under this Agreement only for the purposes specified in the Grant Request and to achieve the Milestones as set forth in this Agreement. In the event that unforeseen conditions require adjustments to the Project scope, approach or schedule, the City shall obtain Metro's prior written approval before implementing any revisions to the Project.
- (b) Consultant Contract(s). After the Project Managers have selected the consultant team and completed a revision of the Milestones as described above in section 3, the City shall enter into a contract(s) with the selected consultant team to complete the work as described in the Milestones as revised ("Consultant Contract"). The contract(s) entered into by the City shall reference this agreement and reflect the Scope of Work and the Milestones, as revised.

- (c) Submittal of Grant Deliverables. Within 30 days after completing each of the Milestones, the City shall submit to Metro all required deliverables for such Milestone, accompanied by an invoice describing in detail its expenditures as needed to satisfy fiscal requirements. Deliverables must be submitted to Metro as outlined in the Milestones, as revised; the City shall not submit additional deliverables and invoices to Metro for later Milestones until Metro has reviewed and approved all prior deliverables under paragraph 5 of this Agreement.
- (d) Matching Contribution. The City commits to a matching contribution of up to \$60,000 (the "City Match"). The City Match is a reimbursement of actual costs incurred under the applicable Consultant Contract or as a direct expense for the deliverables identified in the Milestones as requiring City Match. The City Match will be paid directly to the applicable vendor or the consultant team pursuant to the terms of the Consultant Contract.

5. Metro Responsibilities. Metro's funding commitment set forth in this Agreement shall be fulfilled solely through CET funds; no other funds or revenues of Metro shall be used to satisfy or pay any CET grant commitments. Metro shall facilitate successful implementation of the Project and administration of Grant Funds as follows:

- (a) Advisory Role. The Metro Project Manager shall take an active role as part of the Project Advisory Team and at the request of the City Project Manager will review and comment on draft project documents to communicate any concerns prior to the formal submission of the deliverables for each Milestone.
- (b) Review and Approval of Grant Deliverables. Within 15 days after receiving the City submittal of deliverables as set forth in the Milestones (as revised), Metro's Project Manager shall review the deliverables and either approve the submittal, or reply with comments and/or requests for further documentation or revisions that may be necessary. The Metro Project Manager shall determine whether the deliverables submitted are satisfactory in meeting the Scope of Work and the applicable Milestones.
- (c) Payment Procedures. Subject to the terms and conditions in this Agreement, Metro shall reimburse the City for its eligible expenditures for the applicable deliverable as set forth in Revised Exhibit C within 30 days following the Metro Project Manager's approval of deliverables, invoices and supporting documents.

6. Project Records. The City shall maintain all records and documentation relating to the expenditure of Grant Funds disbursed by Metro under this Agreement, as well as records and documentation relating to the financial match being provided by the City for the Project. Records and documents described in this section shall be retained by the City for three years from the date of completion of the Project, expiration of the Agreement or as otherwise required under applicable law, whichever is later. The City shall provide Metro with such information and documentation as Metro requires for implementation of the grant process. The City shall establish and maintain books, records, documents, and other evidence in accordance with generally accepted accounting principles, in sufficient detail to permit Metro or its auditor to verify how the Grant Funds were expended, including records demonstrating how the City matching funds were expended.

7. Audits, Inspections and Retention of Records. Metro, together with its auditors and representatives, shall have reasonable access to and the right to examine, all City records with respect to all matters covered by this Agreement during normal business hours upon three business days' prior written notice to the City. The representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, time sheets, accounting records, and other materials pertaining to costs incurred in

connection with the Project shall be retained by the City and all of their contractors for three years from the date of completion of the Project, or expiration of the Agreement, whichever is later, to facilitate any audits or inspection.

8. Term. Unless otherwise terminated under paragraph 9, this Agreement shall be effective on the last date it is executed by the parties below, and shall be in effect until all Milestones and deliverables have been completed, all required documentation has been delivered, and all payments have been made as set forth in the Milestones, as revised.

9. Termination. Metro may terminate this Agreement and cancel any remaining Grant Fund payments upon a finding by the Metro Chief Operating Officer that the City has abandoned its work on the Project or is otherwise not satisfying its obligations under this Agreement regarding the requirements of the grant.

10. Amendment. This Agreement may be amended only by mutual written agreement of the Parties.

11. Other Agreements. This Agreement does not affect or alter any other agreements between Metro and the City.

12. Waiver. The Parties hereby waive and release one another for and from any and all claims, liabilities, or damages of any kind relating to this Agreement or the Grant Funds.

13. Authority. City and Metro each warrant and represent that each has the full power and authority to enter into and perform this Agreement in accordance with its terms; that all requisite action has been taken by the City and Metro to authorize the execution of this Agreement; and that the persons signing this Agreement have full power and authority to sign for the City and Metro, respectively.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute a single document. Electronic signatures, as well as copies of signatures sent by facsimile or electronic transmission, shall be deemed original signatures for all purposes and shall be binding on the Parties.

[Signature Page Follows]

METRO

By: _____
Andrew Scott
Interim Chief Operating Officer

Date: _____

Approved as to Form:

By: _____
Carrie MacLaren
Metro Attorney

Date: _____

Attachments:

Exhibit A – Grant Request
Exhibit B –Request for Proposals
Exhibit C – Schedule of Milestones

THE CITY OF TIGARD

By: _____
Marty Wine
City Manager

Date: _____

APPROVED FOR LEGAL SUFFICIENCY
FOR THE CITY:

By: _____
Counsel for **CITY OF TIGARD**

Project: Washington Square Regional Center Update

Funds requested: \$250,000

Matching funds: \$60,000

In the space allotted after each question, use text styles, bullet lists, tables or other formatting as desired or appropriate to improve the clarity and legibility of your application. Please use 11 point black text and be succinct with your responses; is not necessary to use all of the space allowed.

Clear development outcomes

1. Describe the proposed project and the specific goals to facilitate development in your community. Who are the project partners (if any) and why is this a priority? *(Limit your response to page 1.)*

The Washington Square Regional Center has much greater potential for high-density residential and employment-rich development than has occurred since its designation as a regional center in 1995. The purpose of this project is to lay the foundation for updating all applicable plans, policies, and regulations associated with the portion of the regional center within Tigard in order to remove barriers to redevelopment, facilitate more compact and efficient use of land, and create more regional housing and employment options. This project is timely and necessary given the significant changes underway in the retail, transportation, and housing sectors since the adoption of the original vision and regional center plan 20 years ago.

The specific development goals for this project include, but are not limited to:

- Supporting more compact and efficient use of the Washington Square Mall site, the largest single land use and property owner within the Tigard portion of the Washington Square Regional Center;
- Facilitating more centrally located housing at a variety of price points and protecting existing market-affordable housing wherever possible;
- Updating zoning and regulations that result in more redevelopment and expansion opportunities for existing conforming and nonconforming businesses; and
- Identifying transportation, transit, and utility infrastructure needs for development and creating a prioritized list of strategic public and private infrastructure investments.

This project is a priority for Tigard for a number of reasons:

- Macerich, the owner of Washington Square Mall, is interested in expanding beyond the retail mall model by building walkable, mixed-use development alongside the mall that is a mix of housing, destination businesses, and community open space. There is concern that these redevelopment plans would be difficult or impossible to achieve under current zoning regulations;
- Development in River Terrace, the city's most recent urban growth boundary expansion area, is occurring at a rapid pace. The city desires to balance its fiscal and physical approach to growth by facilitating mixed-use, centrally-located infill development in Washington Square along with single-use, residential edge development in River Terrace; and
- The region is experiencing a housing supply and affordability crisis. The city desires to extend its commitment to providing housing that meets the social, financial, and physical needs of its residents by focusing on increasing the supply of housing in Washington Square at a variety of price points.

Key project stakeholders are the City of Beaverton, Washington County, and the Community Participation Organizations (CPO) of Beaverton and Metzger (CPO 4M). Beaverton has expressed great interest in working with Tigard on this project. Other stakeholders include local utility providers, e.g. Clean Water Services and Tualatin Valley Water District; regional and state transportation providers, e.g. TriMet and Oregon Department of Transportation; property owners, e.g. Macerich (Washington Square Mall owner); and the local business and development community.

METRO CONTRACT 936295
EXHIBIT A

2. What are the major project elements, the deliverables you envision, and the outcomes you seek to achieve? Provide a bulleted list outline of the components or phases of work, the scope of work for each, the key deliverables to be produced and the general timeframe to complete the project. *(Limit your response to page 2.)*

Engaging the community and performing the technical analysis necessary to update the applicable plans, policies, and regulations associated with the Washington Square Regional Center is expected to take about **18 months** from grant award and include the following activities and deliverables:

- **Project Management Plan**
- **Community Engagement Plan** – including the formation of technical and citizen advisory committees and robust business and community outreach, particularly to the Metzger community.
- **Existing Conditions Report** – including an evaluation of all applicable plans, policies, studies, and boundaries and an assessment of physical, environmental, and economic conditions.
- **Needs, Opportunities, and Constraints Report** – including the identification of any infrastructure deficiencies or regulatory or market barriers that are preventing desired development. This report should build off the Existing Conditions Report and incorporate findings from expert interviews and a market and housing capacity analysis.
- **Development Goals and Objectives Report** – with a focus on updating the original regional center vision with new community input and the city’s strategic plan for a diverse, equitable, and inclusive community.
- **Transportation Sensitivity Analysis** – with a focus on understanding whether the preferred land use and transportation framework is expected to significantly impact the transportation system within and adjacent to the regional center.
- **Land Use and Transportation Evaluation and Recommendation** – including a review of all boundaries associated with the regional center; the development and evaluation of two to three land use and transportation framework options that includes all modes of travel at an appropriate level of detail within and adjacent to the regional center; and recommendations for amending plans, policies, and regulations to support the preferred land use and transportation framework.
- **Metzger Community Stability Plan** – with a focus on defining the community’s boundaries and aspirations for its future given its proximity to Washington Square, a regional center, and Tigard Triangle, a town center, and how development in these areas may contribute to gentrification of this community and possible displacement.

The city plans to begin work on this project in June 2019. Any grant award would be used to pay consultants to prepare deliverables that the city does not have in-house expertise or capacity to prepare. The geographic scope of the project is limited to land within the City of Tigard, with the exception of outreach to the Metzger community which is located in Tigard and unincorporated Washington County. The city will make every effort to expand the scope of all deliverables to include land within Beaverton and unincorporated Washington County where practicable, especially with regard to an analysis of the surrounding transportation system. Project outcomes include public engagement and technical analysis to support potential amendments to:

- Tigard’s plan district regulations, zoning map, and infrastructure master plans.
- Tigard’s financial policies and economic development programs, including the Vertical Housing Development Zone boundary.
- Beaverton and Washington County’s zoning maps and infrastructure master plans.
- Metro’s 2040 Growth Concept map.

METRO CONTRACT 936295
EXHIBIT A

3. Review the Performance Measures Guidelines on page 41 of the Application Handbook. Identify below 3-5 performance measures you will use to evaluate the project's success. *(Limit your response to the top half of page 3.)*

Engagement of Businesses and Property Owners

- Number of businesses and owners contacted
- Level of support or opposition from the business community during any legislative amendment process

Equitable Community Collaboration

- Development of a Metzger Community Stability Plan supported by the Metzger community, Washington County, and the City of Tigard

Evaluation of Opportunities and Constraints

- Identification of infrastructure needs and corresponding updates to applicable master plans
- Identification of regulatory barriers and development of a code amendment proposal

Amendments to Regulations and Codes

- Adoption of proposed legislative code package

Adoption of New Incentives

- Adoption of proposed policies or programs

Advances and complements regional goals and policies

4. How will this project facilitate development while advancing established regional planning and development goals? Describe how the project will help to implement the 2040 Growth Concept, its alignment with the Urban Growth Management Functional Plan, and the Six Desired Outcomes stated in the Regional Framework Plan. *(Limit your response to the bottom half of page 3.)*

Washington Square is one of eight regional centers in the 2040 Growth Concept. Regional centers are described as “hubs of commerce and services serving hundreds of thousands of people” and characterized by “compact employment and housing development served by high-quality transit.” However, e-commerce has significantly disrupted the retail sector, and the region is in the middle of a housing crisis. This project will facilitate development—most notably redevelopment of Washington Square Mall—and advance the region’s planning and development goals in important and synergistic ways—especially with regard to the development of more housing.

- Washington Square has the potential to provide more housing options for all kinds of households in a central location that has access to a variety of services and employment opportunities. This advances a number of regional goals related to compact and efficient urban form, land use and transportation planning, quality of life, and the environment.
- Washington Square Mall is inextricably tied to the identity and success of the regional center, and the mall has not been immune to retail market changes. The mall site has substantial redevelopment potential, and its continued success is critical for the overall vitality and prosperity of the regional center.
- Washington Square is the closest regional center to the newest urban growth boundary (UGB) expansion areas in River Terrace, South Cooper Mountain, King City, and Wilsonville. The regional center needs to continue to evolve in order to serve these new developing areas as envisioned by the 2040 Growth Concept. Moreover, the City of Tigard desires to balance its approach to growth by not overlooking its regional center in favor of edge development in keeping with Metro expansion policy.
- SW Corridor transit planning is proceeding, and a light rail station is not proposed in or adjacent to Washington Square. High-quality transit is a key component of a successful regional center, and it is important that transit service to and within Washington Square not be overlooked as TriMet moves forward with SW Corridor transit planning.

METRO CONTRACT 936295
EXHIBIT A

5. How will the project help to advance racial equity in the metro region? *(Limit your response to the top half of page 4.)*

The Metro 2040 Growth Concept was adopted in 1995, and Tigard adopted the Washington Square Regional Center Plan five years later in 2000. This plan, and the policies and regulations that were developed as result of this plan, are 20 years old and were not designed to advance racial equity in any way. On the one hand, this project is a unique opportunity for the city to embed its strong commitment to diversity, equity, and inclusion into a new set of development goals and objectives for Washington Square. On the other hand, the city recognizes that this project, specifically the successful redevelopment of Washington Square, could potentially contribute to localized gentrification and displacement of low-income residents.

This is why the project has a two-pronged approach to advancing racial equity. The first involves understanding and unlocking the housing potential that exists in Washington Square in a way that serves the region's diverse population. The second involves working to protect existing market-affordable housing in and adjacent to the regional center where it is potentially at risk for accelerated gentrification as a result of the kind of redevelopment envisioned by the 2040 Growth Concept and the owners of Washington Square Mall.

To this end, the city proposes to do additional outreach to the Metzger community, a racially diverse and historically affordable community to the east of Washington Square Mall, in order to understand and support, where possible, the community's aspirations for its future. The culmination of this work would be a deliverable entitled the Metzger Community Stability Plan. If displacement is identified by the community as a concern, this plan, at a minimum, would include strategies to help prevent community members from being priced out of their homes. Since the Metzger community is partly within Tigard but mostly within unincorporated Washington County, this effort would involve extensive coordination with Washington County.

Aligns with local goals/maximizes community assets

6. Describe why you propose to take on this particular project at this time. How does the project relate to previous actions, goals, policies or strategies already identified or implemented by your jurisdiction/organization or other project partners? *(Limit your response to the bottom half of page 4.)*

The city proposes to undertake this project at this time for the following reasons:

- With work underway in both the Tigard Triangle and Downtown Tigard, this project was identified by the city as its next long-range planning priority. This project directly implements one of the city's goals to promote economic growth and community vitality specifically as it relates to removing barriers to commercial, industrial, and high-density residential development in Washington Square (City Council Goal #2).
- The region is experiencing a housing supply and affordability crisis. The city desires to extend its commitment to providing housing that meets the social, financial, and physical needs of its residents by focusing on increasing the supply of housing in Washington Square at a variety of price points and protecting existing market-affordable housing wherever possible. This is reflected in several of the city's adopted goals to grow responsibly and equitably to meet the needs of its diverse population (City Council Goals #2 through #4).
- Development in River Terrace, the city's most recent urban growth boundary expansion area, is occurring at a rapid pace. The city desires to balance its fiscal and physical approach to growth by facilitating mixed-use, centrally-located infill development in Washington Square along with single-use, residential edge development in River Terrace. This is captured in two of the city's adopted goals to grow in a smart and fiscally responsible manner (City Council Goals #2 and #3).
- Macerich, the owner of Washington Square Mall, is actively developing plans to expand beyond the retail mall model by building walkable, mixed-use development alongside the mall, which is consistent with the city's adopted goal to enhance walkability (City Council Goal #5).

METRO CONTRACT 936295
EXHIBIT A

7. How would the project leverage aspects of the existing community fabric such as key development sites or urban form? How would it complement existing assets, facilities, or amenities such as historic districts, employment centers, natural features, parks or transit? *(Limit your response to the top half of page 5.)*

The Washington Square Regional Center is 827 acres in size with very distinct development subareas. It contains a number of unique large sites such as the Washington Square Mall, Lincoln Center, and Crescent Grove Cemetery in Tigard and the RedTail Golf Course in Beaverton. Approximately 35% of the regional center's acreage is within Tigard. Of Tigard's 288 acres, Washington Square Mall occupies 105 acres.

The regional center is bisected by Highway 217, Portland and Western Railroad tracks, and several major regional transportation corridors such as Scholls Ferry Road and Hall Boulevard. The railroad tracks are utilized by freight and commuter rail, i.e. Westside Express Service (WES), and there is a WES station on the west side of Highway 217 near Hall Boulevard. Fanno Creek and Ash Creek, with associated trails and wetlands, border the regional center on its western and southern edges.

The project will leverage many aspects of the existing community fabric.

- It will work closely with the owners of the Washington Square Mall as they move forward with their redevelopment plans.
- It will evaluate the existing transportation system in and adjacent to the regional center and identify where access, safety, and mobility improvements could be made in coordination with the Oregon Department of Transportation, City of Beaverton, and Washington County.
- It will work with TriMet to evaluate transit service and associated infrastructure in and adjacent to the regional center and make recommendations for improvements. WES station access and transit facilities, including sidewalk connections, are of particular interest.
- It will engage with the many commercial and industrial businesses on the west side of Highway 217 to understand their needs and concerns so as to better support their continued prosperity and growth.
- It will evaluate whether existing development is negatively affecting the health of the adjacent creeks and associated riparian areas and identify where stormwater management improvements could be made in coordination with Clean Water Services.

Team roles and capacity

8. Describe the skills and experience of the lead staff person who will manage all aspects of the grant project and oversee the project team's collaboration and consultant work. *(Limit your response to the bottom half of page 5.)*

Project management and the local funding match for this project will come from the City of Tigard. This project will be led by Senior Planner, Susan Shanks. Ms. Shanks has managed several large and complex grant-funded projects in her career. She has successfully led several interdepartmental and interdisciplinary teams and has extensive experience working with many of the local planning, engineering, and financial consulting firms with the necessary skills to complete this project.

Her recent experience includes project management for the 500-acre River Terrace Community Plan in Tigard (which included five related infrastructure master plans and a finance strategy); Tigard Triangle Urban Renewal Plan (which included a public education campaign for a citywide vote); and the Tigard Triangle Lean Code and Rezone (which included a Transportation Planning Rule analysis component).

METRO CONTRACT 936295
EXHIBIT A

9. Complete the table below to clearly describe the roles and responsibilities of the applicant and each of the key project partners to accomplish the goals of the project. Also include consultant expertise needed. *(Add or adjust rows as needed but please limit table to page 6.)*

Jurisdiction or partner (include lead staff names)	Project role and responsibilities
Tom McGuire, City of Tigard	Project Director
Susan Shanks, City of Tigard	Project Manager
Schuyler Warren, City of Tigard	Project Planning Staff (Housing)
Dave Roth, City of Tigard	Project Planning Staff (Transportation)
Dylan Bemis, City of Tigard	Project Planning Staff (Economic Development)
Lauren Scott, City of Tigard	Project Community Engagement Coordinator
Engineering Team, City of Tigard	Project Staff
Planning/Engineering Staff City of Beaverton	Project partner and TAC member
Planning/Engineering Staff Washington County	Project partner and TAC member
Consultant Team	Expertise in land use and transportation planning, civil engineering, economic development, and market and financial analysis
Community-Based Organization	Expertise in outreach and engagement with diverse communities, particularly Hispanic communities

Likelihood of implementation

10. What governing bodies or private parties will have to act to ultimately implement the project? What is the extent of their authority to make policy or commit investments? Describe the roles the key project partners will have to play over time in order to fully and successfully implement the project and realize the envisioned development benefits in your community. *(Limit your response to the top half of page 7.)*

The City of Tigard has land use authority over land within its city limits, and the Tigard City Council has the authority to adopt new zoning, land use regulations, financial incentives, and housing and economic development policies for its portion of the Washington Square Regional Center. At a minimum, the City of Tigard will likely need to develop and adopt code and zoning map amendments to fully implement this project. It will also potentially need to develop and adopt financial incentives or other housing and economic development policies specific to this area. Similarly, City of Beaverton and Washington County have land use authority over land within their respective boundaries, and implementation of any project recommendations or conclusions would require local legislative action on their part.

Other key parties with project implementation roles to play are as follows:

- Macerich, the owner of Washington Square Mall, is the only entity with authority to redevelop the mall site.
- Metzger community members, Washington County, and City of Tigard will all likely have roles to play in developing and implementing the Metzger Community Stability Plan.
- Depending upon the final set of project recommendations and conclusions, various public agencies such as TriMet, Oregon Department of Transportation, and Clean Water Services will all likely have roles to play in making specific future infrastructure investments.

11. Identify and describe the potential opportunities and threats that could affect the successful implementation of this project. *(Limit your response to the bottom half of page 7.)*

Potential opportunities that could contribute to the success of this project include:

- Timely and thoughtful redevelopment of Washington Square Mall in coordination with this project.
- Synergy with other affordable housing and equity projects currently underway in Tigard.
- Synergy with a commercial and industrial lands zoning update project soon to be underway in Tigard.
- Tigard City Council commitment to grow in a responsible and equitable manner.
- Presence of existing Metzger community relationships that exist because of past and current outreach to the Metzger Elementary School and Community Participation Organization (CPO 4M).

Potential threats that could affect the success of this project include:

- Lack of funds or political will to follow through with all of the project's recommendations, especially those that relate to advancing racial equity.
- Accelerated gentrification as a result of regional center redevelopment that results in displacement of existing Metzger residents.
- Disinterest in or opposition to the planning process by the business community or existing Metzger residents.

Key to the success of this project will be to build buy-in and commitment to the goals of the project by reaching out early and frequently to all affected stakeholders.

Public involvement

12. What community members or stakeholders will be most affected by the implementation of the project's development outcomes? Discuss how the public (including neighbors, businesses, property owners and other key stakeholders) and historically marginalized communities (including low-income populations and people of color) will be involved in the project. Be specific about the methods you intend to use, and whether your organization or consultants will be leading the engagement work. *(Limit your response to page 8.)*

The following community members and stakeholders will be most affected by the implementation of the project's development outcomes:

- Existing and future property owners
- Existing and future businesses
- Existing and future residents
- Existing and future employees
- Existing and future visitors

As discussed in Questions 13 and 14, the public and historically marginalized communities will be involved throughout the project on a number of levels. They will be contacted to contribute their knowledge during the data collection phase for the Existing Conditions Report and the Needs, Opportunities, and Constraints Report. They will also be invited to participate on the Citizen Advisory Committee. This committee will help shape the project's development goals and objectives and choose the preferred land use and transportation framework amongst other things. Lastly, some may be asked to help implement the project's final recommendations and conclusions, particularly the Metzger Community Stability Plan.

The city will lead the public engagement effort for outreach to businesses, nonresidential property owners, neighborhood organizations, and the general public. The city proposes to contract with a community-based organization with expertise in outreach to diverse communities for help with engaging the Metzger community.

The city will reach out and involve the public and historically marginalized communities in many different ways, including but not limited to:

- Mailings
- Cold calls
- Door knocking
- Social media
- Online surveys
- Community open houses
- Focus groups

The city's overall approach to public engagement for this project is to do it early, frequently, and broadly through a number of avenues.

METRO CONTRACT 936295
EXHIBIT A

13. Identify any committees that will be engaged in the project. Describe how committee members will be selected, the extent of their involvement and their scope of authority to determine the project goals, process, or implementation. *(Limit your response to the top half of page 9.)*

The project will convene a Citizen Advisory Committee (CAC) and Technical Advisory Committee (TAC) to serve for the duration of the project. The project will also utilize existing standing committees in Tigard, including but not limited to the Tigard Transportation Advisory Committee, Tigard Development Advisory Committee, and the Tigard Planning Commission, for additional input.

CAC membership will include representation from affected neighborhood organizations in Tigard, Beaverton, and Washington County; affected businesses and property owners; affordable housing advocates and organizations operating in the area; and other interested parties from the community. Care will be taken to ensure a racially and economically diverse membership that reflects the composition of affected residents and businesses. Depending upon the size and composition of the committee, project staff may suggest the formation of subcommittees to ensure that meetings are productive and all members feel heard. CAC members will be involved in shaping development goals and guiding community engagement efforts. Some may eventually be involved in project implementation, specifically Metzger Community Stability Plan implementation.

TAC membership will include representation from all affected agencies and jurisdiction including, but not limited to: City of Tigard, City of Beaverton, Washington County, Metro, TriMet, ODOT, Clean Water Services, Tigard and Beaverton Chambers of Commerce, Westside Economic Alliance, Tualatin Valley Fire and Rescue, and Tigard Tualatin School District. TAC members will be chosen by their respective agency or jurisdiction. Their involvement will be advisory in nature; however, as stated in Question 10, some may also be involved in project implementation.

14. Describe how public process and the committee/community input will strengthen the project outcomes and increase likelihood of implementation. *(Limit your response to the bottom half of page 9.)*

Public input will be both broad and deep with engagement divided equally between the following groups:

- Washington Square Mall
- Metzger community
- Businesses east of Highway 217
- Businesses around and in Lincoln Tower
- Affected jurisdictions and service providers

Using various outreach strategies tailored to each group, project staff will contact representatives of each group and gather information to inform the various deliverables outlined in Question 2. All deliverables will be vetted and refined through the citizen and technical advisory committees described in Question 13, which in turn will inform the project's final recommendations and conclusions.

The city plans to start contacting these groups in June 2019 in order to begin building relationships and setting the stage for the upcoming work, including participation in the CAC and TAC. The city believes that early engagement and project visibility will strengthen the community's investment in the success of the project and greatly improve the likelihood of implementation.

Applicant track record

15. Describe any similar planning and development projects your organization or jurisdiction has implemented in the last 5 years and how that experience will inform this project. How successful have these projects been in delivering the proposed development outcomes? *(Limit your response to the top half of page 10.)*

Over the past five years, the City of Tigard has used local, state, and regional funding to facilitate transformative change and innovative planning in Downtown Tigard, River Terrace, and the Tigard Triangle.

Tigard's 2013 Metro grant award for the Downtown Mixed-Use Development Project provided predevelopment services for two targeted sites in downtown Tigard. This funding was crucial in securing a development partner to build a \$30 million mixed-use project with 165 units. The city plans to use its experience with building public/private partnerships to leverage redevelopment of the Washington Square Mall site.

Tigard's 2014 Metro grant award for the River Terrace Community Plan laid the foundation for substantial investments in infrastructure by the City of Tigard, Washington County, and the private sector that led to significant development activity in River Terrace. The city plans to apply its experience in infrastructure planning and funding to the infrastructure needs in the Washington Square Regional Center.

Tigard's 2016 Metro grant award to implement the Tigard Triangle Strategic Plan resulted in voter approval of a new urban renewal district in May 2017 and the creation of innovative development standards and procedures that is spurring affordable housing and mixed-use development projects in the area. The city plans to apply its experience in town center planning and implementation to the Washington Square Regional Center.

Tigard's 2018 Metro grant award for the Tigard Triangle Urban Renewal Implementation Project is focusing on strategic public investment in infrastructure to support equitable development. The city plans to apply what its learning about outreach to underrepresented communities and equitable development to this project.

Replicable best practices

16. Consideration will be given to applications that demonstrate best practices that can be easily replicated elsewhere. Discuss how lessons learned from the project could be applied to other projects in your community or in other parts of the region. *(Limit your response to the bottom half of page 10.)*

Lessons learned from this project could readily apply elsewhere in the region.

- The primary focus of this project is long-term regional center planning. There are seven other regional centers within the Metro region that could benefit from what the city learns about: (1) responding to the rapidly changing retail market, (2) facilitating the construction of housing at a variety of price points, and (3) preventing successful redevelopment from negatively impacting existing adjacent low-income residents.
- Instead of stopping at the city limits, this project proposes to break new ground by committing resources to a place outside of the city that is home to a historically diverse and low-income community and that the city believes may be negatively affected by this project. This approach could prove useful to other jurisdictions faced with similar situations and reframe what it means to advance racial and economic equity.

Grant leverage and project budget

Budget table and narrative

17. Use the budget table template provided to show the estimated project costs by major phase or element and any additional matching funds committed to the project. The budget table should reflect the project outline provided in question #2. Indicate estimated costs for consultant work as well as other direct project expenses. Use market averages or bid estimates for consultant services. In the space below, describe methodologies used for estimating all direct project costs. *(Limit your response to page 11.)*

The city proposes a budget of \$75,000 for community engagement work, of which \$60,000 is pledged by the city as a cash match. The proposed budget for community engagement breaks down as follows:

- \$40,000 Community-based organization contract for Metzger community outreach.
- \$25,000 Consultant assistance with community events and CAC/TAC meetings.
- \$10,000 Other direct costs associated with postage and printing for mailings; document translation; and food, childcare, and translation services at meetings.

The \$50,000 proposed budget for the Needs, Opportunities, and Constraints Report breaks down as follows:

- \$0 Business and agency outreach by city
- \$15,000 Consultant assistance with focus groups
- \$25,000 Market and housing capacity analysis by consultant
- \$10,000 Final report by consultant

The \$30,000 proposed budget for the Metzger Community Stability Plan is in addition to the public engagement budget for Metzger outreach. The city proposes to use this budget to contract with a consultant with expertise in anti-displacement strategies.

The city proposes a relatively small budget for the Existing Conditions Report and the Development Goals and Objectives Report (\$5,000 each) because it plans to do most of this work in-house. The city proposes a relatively large budget for the Land Use and Transportation Evaluation and Recommendation because the proposed work involves the development of two to three land use and transportation framework options and extensive evaluation of the transportation network, including pedestrian, transit, and bicycle access and safety.

With the exception of the Metzger Community Stability Plan, all proposed budget amounts are based on recent city contracts or invoices for similar deliverables.

METRO CONTRACT 936295
EXHIBIT A

PROJECT COMPONENT (Phase, element, deliverables, etc.)	CONSULTANT FEES	OTHER DIRECT PROJECT COSTS	ADDITIONAL CASH MATCH (IF ANY)	TOTAL GRANT FUNDS
1. Project Management	\$ 5,000			\$ 5,000
2. Community Engagement (Committee Meetings, Public Meetings, Community/Business Outreach)	\$ 65,000	\$ 10,000	\$ 60,000	\$ 15,000
3. Existing Conditions Report	\$ 5,000			\$ 5,000
4. Needs, Opportunities, and Constraints Report (Expert Interviews, Focus Groups, Market and Housing Capacity Analysis)	\$ 50,000			\$ 50,000
5. Development Goals and Objectives Report	\$ 5,000			\$ 5,000
6. Transportation Sensitivity Analysis	\$ 20,000			\$ 20,000
7. Land Use and Transportation Evaluation & Recommendation (w/ Implementation Measures)	\$ 120,000			\$ 120,000
8. Metzger Community Stability Plan	\$ 30,000			\$ 30,000
GRAND TOTAL	\$ 300,000	\$ 10,000	\$ 60,000	\$ 250,000

METRO CONTRACT 936295
EXHIBIT A

Demographic Data

Due to possible formatting issues in ZoomGrants, this document duplicates the information provided in Short Question #3. Demographic data for residents within a **1-mile** and **4-mile** radius of the Washington Square Regional Center is provided below. All data is from the U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates.

	1-MILE RADIUS		4-MILE RADIUS	
Age	Total	Percent	Total	Percent
0 to 19 years	13,286	22.5%	40,819	23.6%
20 to 34 years	13,489	22.8%	34,509	19.9%
35 to 59 years	19,881	33.6%	60,034	34.7%
60 to 84 years	10,737	18.2%	33,748	19.5%
85 years and over	1,741	2.9%	4,023	2.3%
TOTAL	59,134		173,133	

Ethnicity	Total	Percent	Total	Percent
White alone	43,778	74.0%	131,102	75.7%
Hispanic or Latino	8,117	13.7%	17,760	10.3%
Asian alone	3,275	5.5%	12,484	7.2%
Two or more races	2,204	3.7%	7,185	4.1%
Black or African American alone	1,230	2.1%	2,986	1.7%
American Indian & Alaska Native alone	280	0.5%	570	0.3%
Native Hawaiian & Other Pacific Islander alone	144	0.2%	834	0.5%
Some other race alone	106	0.2%	212	0.1%
TOTAL	59,134		173,133	

Household Income	Total	Percent	Total	Percent
\$0 to \$24,999	4508	18.7%	10,570	15.0%
\$25,000 to \$49,999	5271	21.8%	13,697	19.4%
\$50,000 to \$74,999	4167	17.2%	11,520	16.3%
\$75,000 to \$99,999	3209	13.3%	9,284	13.1%
\$100,000 or more	7006	29.0%	25,585	36.2%
TOTAL	24,161		70,656	

Rent vs Own	Total	Percent
Renter-occupied households	12,884	53.3%
Owner-occupied households	11,277	46.7%
TOTAL	24,161	

**CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 19-14**

A RESOLUTION APPROVING AN APPLICATION FOR A METRO 2040 PLANNING AND DEVELOPMENT GRANT TO FUND THE WASHINGTON SQUARE REGIONAL CENTER UPDATE PROJECT.

WHEREAS, Metro has a new cycle of funding available for the 2040 Planning and Development Grant Program, which has targeted funds for projects that facilitate development in centers, corridors, station areas, and employment areas; and

WHEREAS, the Washington Square Regional Center is the city's only regional center and one of eight centers identified in the Metro 2040 Growth Concept; and

WHEREAS, the Metro 2040 Growth Concept was adopted in 1995, and Tigard adopted the Washington Square Regional Center Plan five years later; and

WHEREAS, Washington Square has much greater potential for high-density residential and employment-rich development than has occurred thus far. It has been 20 years since the original vision and regional center plan were developed, and this is an opportune time to review and update all applicable plans, policies, and regulations; and

WHEREAS, this project advances the region's planning and development goals in important and synergistic ways, specifically as it relates to urban growth expansion development to the west, Southwest Corridor transit planning, and regional housing needs; and

WHEREAS, this project is supported by the owner of Washington Square Mall, the single largest property owner in Washington Square. The mall owner, Macerich, is interested in redeveloping the mall site, which would be difficult or impossible to effectively redevelop under current regulations; and

WHEREAS, this project is timely for the city and advances City Council Goal 2 to promote economic growth and community vitality by identifying and removing barriers to redevelopment in Washington Square.


NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: Council approves the submittal of an application for a Metro 2040 Planning and Development Grant to update the plans, policies, and regulations associated with the Washington Square Regional Center.

SECTION : This resolution is effective immediately upon passage.

METRO CONTRACT 936295
EXHIBIT A

PASSED: This 2nd day of April 2019.



Mayor - City of Tigard

ATTEST:


Deputy City Recorder - City of Tigard

METRO CONTRACT 936295
EXHIBIT A

April 18, 2019

Lisa Miles
Principal Development Project Manager
Metro
600 NE Grand Avenue
Portland, OR 97232-2736

RE: 2040 Planning and Development Grant Letter of Commitment:
Washington Square Regional Center Update

Dear Ms. Miles,

The City of Tigard is committed to updating all applicable plans, policies, and regulations associated with the Tigard portion of the Washington Square Regional Center in order to remove barriers to redevelopment, facilitate more compact and efficient use of land, and create more regional housing and employment options. This project is timely and necessary given the significant changes underway in the retail, transportation, and housing sectors since the adoption of the original vision and regional center plan 20 years ago.

The city is excited to undertake this work. It directly implements several recently adopted Tigard City Council goals related to Washington Square specifically and the city's growth generally. The city desires to remove barriers to commercial, industrial, and high-density residential development in Washington Square, which is the primary focus of this project. Moreover, the city desires to grow in a fiscally responsible and equitable manner. This project accomplishes both by committing resources to the preservation of existing market-affordable housing and facilitating mixed-use, centrally-located infill development in its regional center to balance single-use residential development on its edge.

This project will facilitate development—most notably redevelopment of Washington Square Mall—and advance Metro's planning and development goals in important and synergistic ways—especially with regard to the development of more housing. Washington Square has the potential to provide more housing options for all kinds of households in a central location that has access to a variety of services and employment opportunities. This advances a number of regional goals related to compact and efficient urban form, land use and transportation planning, quality of life, and the environment.

METRO CONTRACT 936295
EXHIBIT A

The city believes that the Washington Square Regional Center has much greater potential for high-density residential and employment-rich development than has occurred since its designation as a regional center in 1995. Metro's support of this project with a 2040 Planning and Development Grant would help the city implement its goals and also contribute to the implementation of the Metro 2040 Growth Concept.

Sincerely,

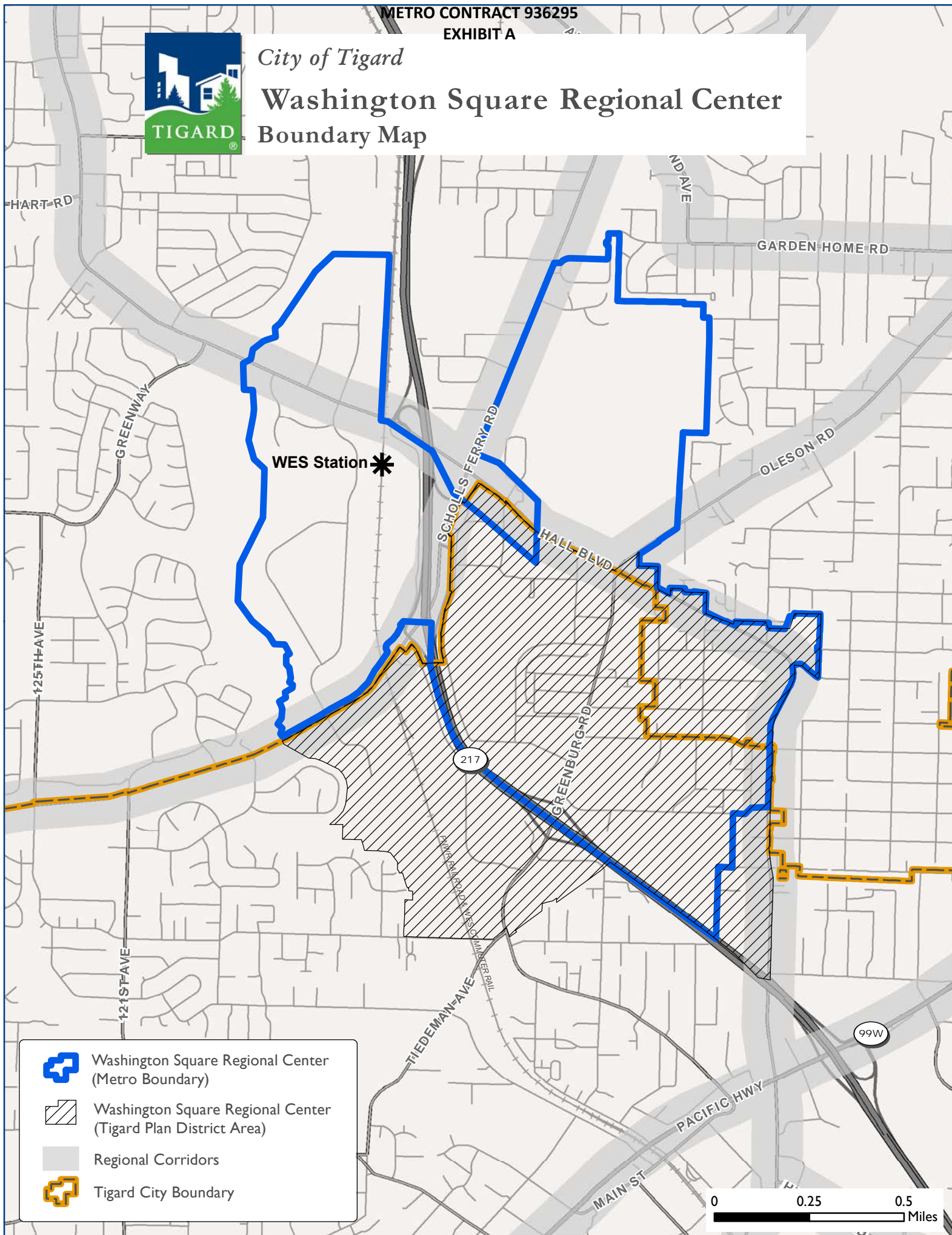
A handwritten signature in cursive script that reads "Tom McGuire".

Tom McGuire
Assistant Community Development Director



City of Tigard

Washington Square Regional Center Boundary Map



Washington Square Regional Center
(Metro Boundary)



Washington Square Regional Center
(Tigard Plan District Area)



Regional Corridors

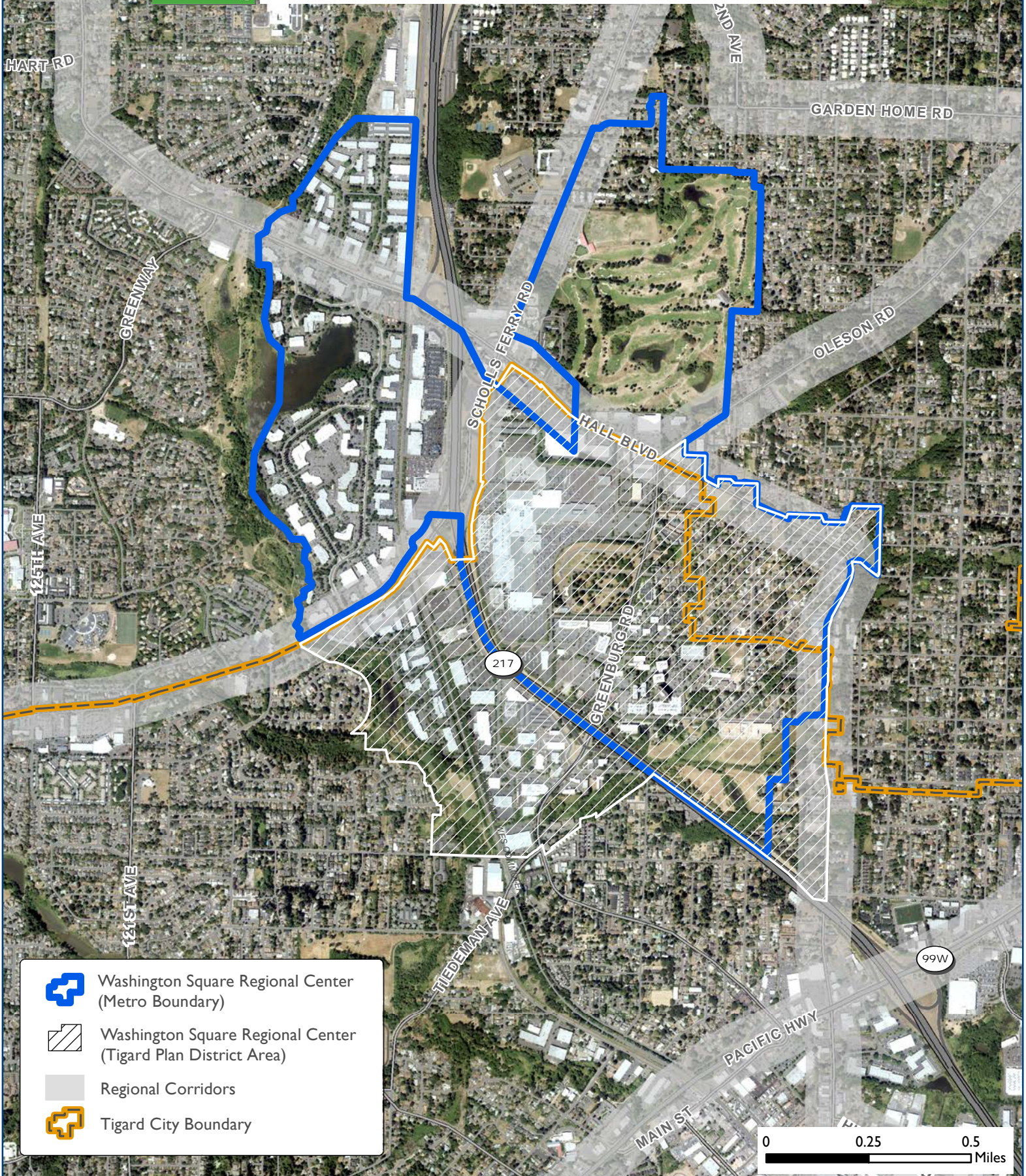


Tigard City Boundary

0 0.25 0.5
Miles

*City of Tigard*

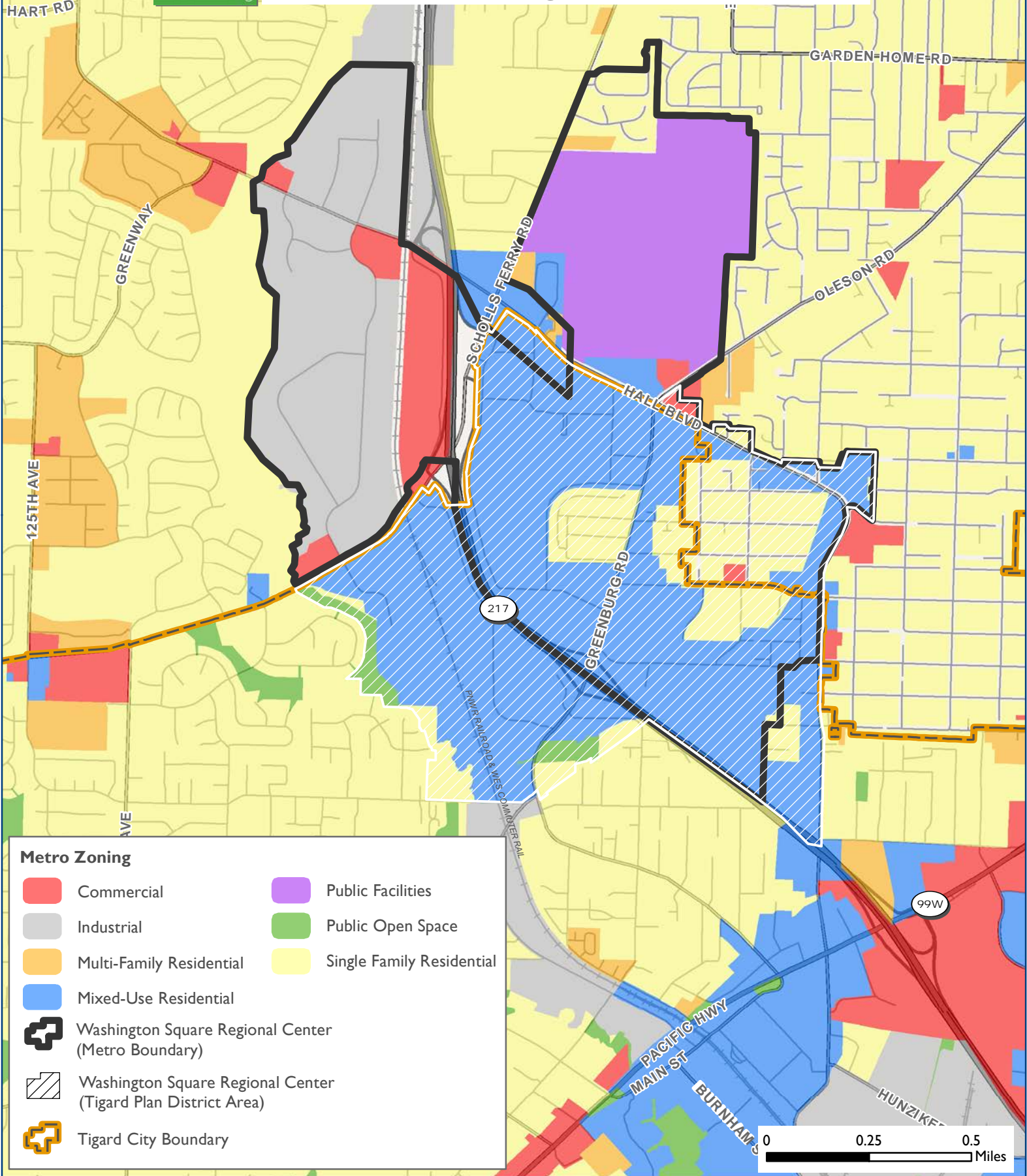
Washington Square Regional Center Aerial Photo















City of Tigard

Washington Square Regional Center Metro General Zoning Map



Metro Zoning

- | | |
|---|---|
|  Commercial |  Public Facilities |
|  Industrial |  Public Open Space |
|  Multi-Family Residential |  Single Family Residential |
|  Mixed-Use Residential | |
|  Washington Square Regional Center
(Metro Boundary) | |
|  Washington Square Regional Center
(Tigard Plan District Area) | |
|  Tigard City Boundary | |

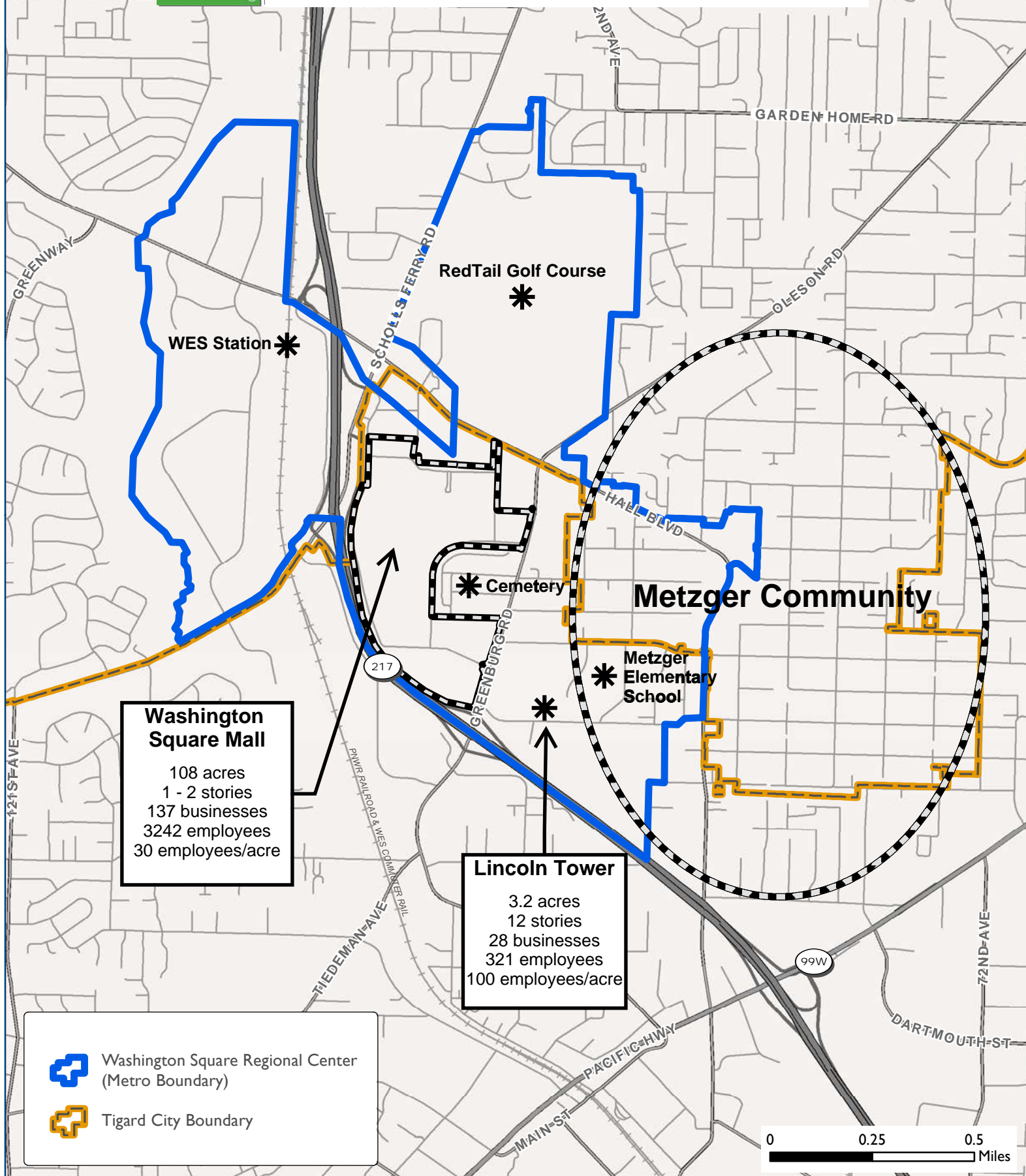
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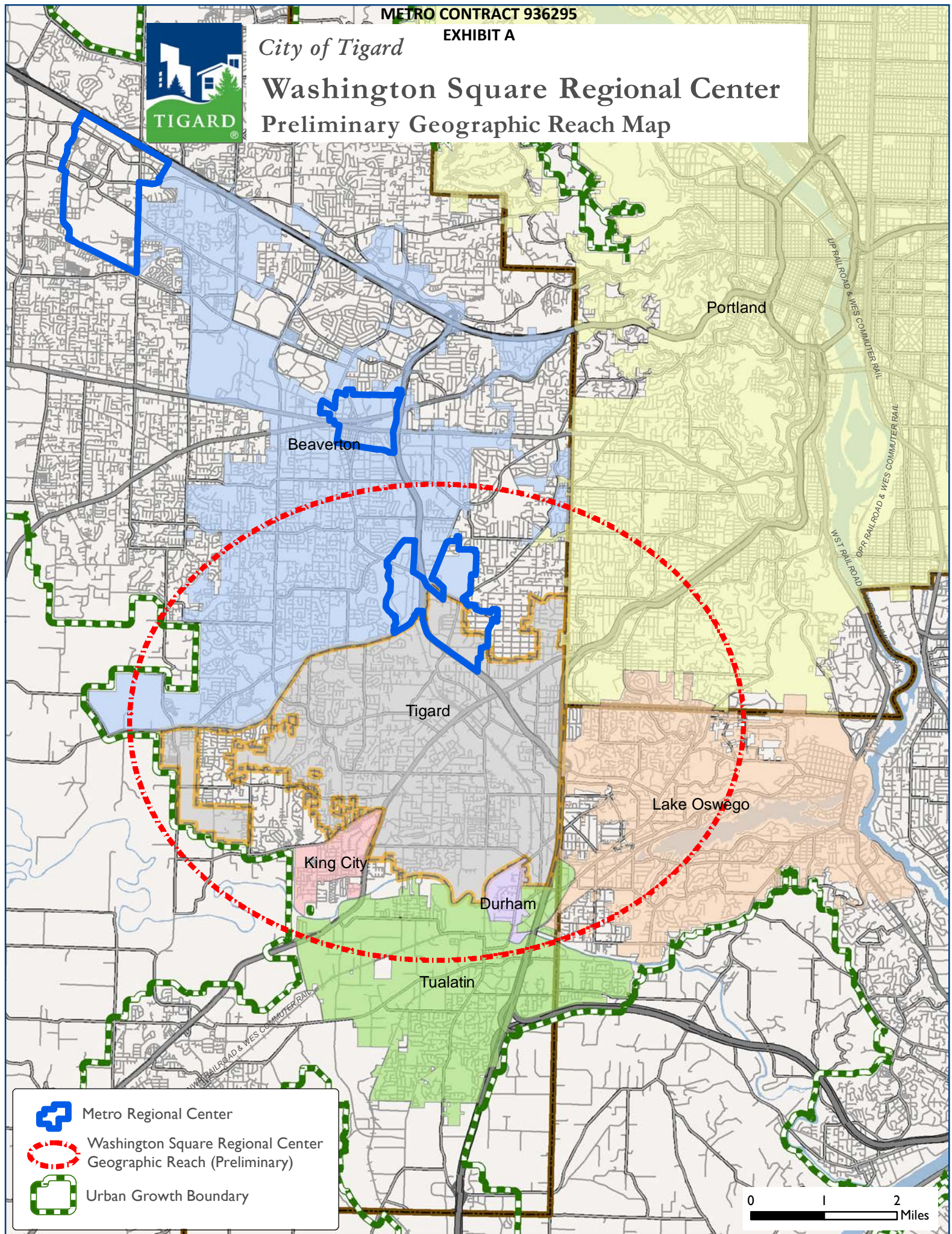
City of Tigard

Washington Square Regional Center

Key Sites and Areas



Washington Square Regional Center Preliminary Geographic Reach Map





City of Tigard

FINANCE AND INFORMATION SERVICES

Request for Proposal (RFP)

WASHINGTON SQUARE REGIONAL CENTER UPDATE PROJECT

Proposals Due: Wednesday, November 27, 2019 – 2:00 p.m. local time

Submit Proposals To: City of Tigard – Contracts & Purchasing Office
Attn: Jamie Greenberg, Purchasing Specialist
13125 SW Hall Blvd.
Tigard, Oregon 97223

Direct Questions To: Susan P. Shanks
Phone: (503) 718-2454
Email: susans@tigard-or.gov

**METRO CONTRACT 936295
EXHIBIT B**

**PUBLIC NOTICE
REQUEST FOR PROPOSAL
Washington Square Regional Center Update Project**

The City of Tigard is seeking sealed proposals from qualified firms to provide personal services for the Washington Square Regional Center Update Project. The City is interested in a firm or consultant team with expertise in land use planning, multimodal transportation planning, housing and economic analysis, economic development, anti-displacement strategies, and community engagement. Proposals will be received until 2:00 p.m. local time, Wednesday, November 27, 2019, at Tigard City Hall's Utility Billing Counter at 13125 SW Hall Blvd., Tigard, Oregon 97223.

Funding for this project is subject to Tigard City Council's acceptance of a \$250,000 grant award from the Metro 2040 Planning and Development Grant Program. Council is tentatively scheduled to consider grant acceptance on November 5, 2019. Assuming the grant award is accepted, the full budget for this project is \$270,000 with a \$30,000 contingency. Release of contingency funds is subject to City Project Manager approval.

No proposal will be considered unless fully completed in a manner provided in the RFP packet. Facsimile and electronic (email) proposals will not be accepted nor will any proposal be accepted after the stated due date and time. Any proposal received after the closing time will be returned to the submitting firm unopened after a contract has been awarded for the required services.

RFP packets may be downloaded from www.tigard-or.gov/bids or obtained in person at Tigard City Hall's Utility Billing Counter located at 13125 SW Hall Blvd., Tigard, Oregon 97223.

Proposers are required to certify non-discrimination in employment practices, and identify resident status as defined in ORS 279A.120. Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and Local Contract Review Board (LCRB) Policy.

The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all proposals upon a finding of the City if it is in the public interest to do so.

PUBLISHED: Daily Journal of Commerce
DATE: Wednesday, October 23, 2019

METRO CONTRACT 936295
EXHIBIT B

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
Title Page.....	1
Public Notice.....	2
Table of Contents.....	3

SECTIONS

Section 1	Introduction.....	4
Section 2	Proposer's Special Instructions.....	4
Section 3	Background.....	6
Section 4	Scope and Schedule of Work.....	8
Section 5	Proposal Content and Format.....	21
Section 6	Proposal Evaluation Procedures.....	23
Section 7	Proposal Certification.....	25
Section 8	Signature Page.....	26

ATTACHMENTS

Attachment A	Acknowledgement of Addendum.....	27
Attachment B	Statement of Proposal.....	28
Attachment C	City of Tigard Personal Services Agreement.....	29

METRO CONTRACT 936295
EXHIBIT B

SECTION 1

The City of Tigard is seeking sealed proposals from qualified firms to provide personal services for the Washington Square Regional Center Update Project. The City is interested in a firm or consultant team with expertise in land use planning, multimodal transportation planning, housing and economic analysis, economic development, anti-displacement strategies, and community engagement. Proposals will be received until 2:00 p.m. local time, Wednesday, November 27, 2019, at Tigard City Hall's Utility Billing Counter at 13125 SW Hall Blvd., Tigard, Oregon 97223.

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The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all proposals upon a finding of the City if it is in the public interest to do so.

SECTION 2
PROPOSER'S SPECIAL INSTRUCTIONS

A. PROPOSED TIMELINES

Wednesday, Oct 23, 2019

Advertisement/Release of Request for Proposals

Wednesday, Nov 27, 2019 (2:00 p.m.)

Deadline for Submission of Proposals

Monday – Thursday, Dec 16 – 19, 2019

Interviews (if necessary)

January 2020

Award of Contract by LCRB

February 2020

Commencement of Services

NOTE: The City reserves the right to modify this schedule at the City's discretion

B. GENERAL

By submitting a proposal, the Proposer certifies that the Proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

C. PROPOSAL SUBMITTAL

The Proposal and all amendments must be signed and submitted no later than 2:00 p.m., Wednesday, November 27, 2019, to the address below. Each proposal must be submitted in a sealed envelope and designated with the proposal title. The submittal must include one (1) original paper copy and one (1) electronic .pdf copy on a portable USB drive (thumb drive). To assure that your proposal receives priority treatment, please mark as follows:

RFP – Washington Square Regional Center Update Project

City of Tigard – Utility Billing Counter

Attn: Jamie Greenberg, Purchasing Specialist

13125 SW Hall Blvd.

Tigard, Oregon 97223

METRO CONTRACT 936295
EXHIBIT B

Proposer shall put their name and address on the outside of the envelope. It is the Proposer's responsibility to ensure that proposals are received prior to the stated closing time. The City shall not be responsible for the proper identification and handling of any proposals submitted incorrectly. Late proposals, late modification or late withdrawals shall not be considered accepted after the stated bid opening date and time and shall be returned unopened. Facsimile and electronic (email) proposals will not be accepted.

D. PROTEST OF SCOPE OF WORK OR TERMS

A Proposer who believes any details in the scope of work or terms detailed in the proposal packet and sample contract are unnecessarily restrictive or limit competition may submit a protest in writing, to the Purchasing Office. A protest may be submitted via facsimile. Any such protest shall include the reasons for the protest and shall detail any proposed changes to the scope of work or terms. The Purchasing Office shall respond to any protest and, if necessary, shall issue any appropriate revisions, substitutions, or clarification via addenda to all interested Proposers.

To be considered, protests must be received at least five (5) days before the proposal closing date. The City shall not consider any protest against award due to the content of proposal scope of work or contract terms submitted after the established protest deadline. All protests should be directed to the attention of Jamie Greenberg, Purchasing Specialist, and be marked as follows:

RFP Specification/Term Protest

City of Tigard – Contracts and Purchasing Office
Attn: Jamie Greenberg, Purchasing Specialist
13125 SW Hall Blvd.
Tigard, Oregon 97223

If a protest is received in accordance with section above, the proposal opening date may be extended if necessary to allow consideration of the protest and issuance of any necessary addenda to the proposal documents.

E. PROPOSAL SUBMISSION AND SIGNING

All requested forms and attachments (Signature Page, Acknowledgment Addendum, Statement of Proposal, etc.) must be submitted with the Proposal and in the required format. The submission and signing of a proposal shall indicate the intention of the firm to adhere to the provisions described in this RFP.

F. COST OF PREPARING A PROPOSAL

The RFP does not commit the City to paying any costs incurred by Proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

G. INTERPRETATIONS AND ADDENDA

All questions regarding this project proposal shall be directed to Jamie Greenberg, Purchasing Specialist. If necessary, interpretations or clarifications in response to such questions will be made by issuance of an "Addendum" to all prospective Proposers within a reasonable time prior to proposal closing, but in no case less than 72 hours before the proposal closing. If an addendum is necessary after that time, the City, at its discretion, can extend the closing date.

Any Addendum issued, as a result of any change in the RFP, must be acknowledged by submitting the "Acknowledgment of Addendum" with proposal. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

METRO CONTRACT 936295
EXHIBIT B

H. BUSINESS LICENSE/FEDERAL TAX ID REQUIRED

The City of Tigard Business License is required. Chapter 5.4 of the Tigard Municipal Code states any business doing business in the City of Tigard shall pay a City of Tigard Business License. Successful Contractor will be required to present a copy of their City of Tigard Business License at the time of contract execution. Successful Contractor shall also complete a W-9 form for the City at the time of contract execution.

I. CITY'S PROJECT MANAGER

The City's Project Manager for this work will be Susan P. Shanks, Senior Planner, who can be reached by phone at (503) 718-2454 or by email at susans@tigard-or.gov.

J. PROPOSAL VALIDITY PERIOD

Each proposal shall be irrevocable for a period of One Hundred Twenty (120) days from the Proposal Opening Date.

K. FORM OF CONTRACT

A copy of the City's standard personal services agreement, which the City expects the successful firm or individual to execute, is included as "Attachment C". The contract will incorporate the terms and conditions from this RFP document and the successful proposer's response documents. Firms taking exception to any of the contract terms shall submit a protest or request for change in accordance with Section 2.D "Protest of Scope of Work or Terms" or their exceptions will be deemed immaterial and waived.

L. TERM OF CONTRACT

The term of the contract shall be a period of two years (2) year with the mutual option to renew for up to one (1) additional one-year period. The total term of the contract cannot exceed five (5) years.

M. TERMINATION

The contract may be terminated by mutual consent of both parties or by the City at its discretion with a 30 days' written notice. If the agreement is so terminated, Contractor shall be paid in accordance with the terms of the agreement.

N. PUBLIC RECORD

All proposal material submitted by the Proposer shall become the property of the City and is public record unless otherwise specified. A proposal that contains any information that is considered trade secret under ORS 192.501(2) should be segregated and clearly identified as such. This information will be kept confidential and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192. The above restrictions may not include cost or price information, which must be open to the public.

SECTION 3
BACKGROUND

Washington Square is one of eight regional centers in the 2040 Growth Concept. Regional centers are described as "hubs of commerce and services serving hundreds of thousands of people" and characterized by "compact employment and housing development served by high-quality transit." Washington Square Regional Center (WSRC) is 827 acres in size and contains several unique large sites such as the Washington Square Mall, Lincoln Center, and Crescent Grove Cemetery in Tigard and the Red Tail Golf Course in Beaverton. Approximately 35% of the regional center's acreage is within Tigard. Of Tigard's 288 acres,

METRO CONTRACT 936295
EXHIBIT B

Washington Square Mall occupies 105 acres. Most of the remaining acreage is within Beaverton, with some in unincorporated Washington County.

WSRC has much greater potential for high-density residential and employment-rich development than has occurred since the original vision and regional center plan was adopted in 2000. The project assumes that the main tenets of the original vision—dense, walkable, mixed-use development—remain valid but that an update is necessary given the significant changes in the business and housing sectors in the past 20 years. The City desires to build on and refine the original vision in order to facilitate equitable development, remove barriers to redevelopment, and create more regional housing and employment options that are consistent with the City's strategic vision to be a walkable, healthy, and inclusive community.

The purpose of this project is to:

- Understand market trends and the City's ability to influence these trends.
- Work with the community to build on and refine the land use and regulatory framework for the regional center in response to market trends, City aspirations, and community priorities.
- Lay the groundwork for updating all applicable plans, policies, programs, and regulations associated with the portion of the regional center within Tigard and the Tigard WSRC Plan District.

Specific development goals for this project include, but are not limited to:

- Supporting more compact and efficient use of the Washington Square Mall site, the largest single land use and property owner within the Tigard portion of the Washington Square Regional Center;
- Facilitating more centrally located housing at a variety of price points and protecting existing market-affordable housing wherever possible;
- Updating zoning and regulations that result in more redevelopment and expansion opportunities for existing conforming and nonconforming businesses; and
- Identifying transportation, transit, and utility infrastructure needs for development and creating a prioritized list of strategic public and private infrastructure investments.

Funding for this project is subject to Tigard City Council's acceptance of a \$250,000 grant award from the Metro 2040 Planning and Development Grant Program. Council is tentatively scheduled to consider grant acceptance on November 5, 2019. Assuming the grant award is accepted, the full budget for this project is \$270,000 with a \$30,000 contingency. Release of contingency funds is subject to City Project Manager approval.

This project is timely and a priority for Tigard for the following reasons:

- The region is experiencing a housing supply and affordability crisis. WSRC has the potential to provide more housing options for all kinds of households in a central location that has access to a variety of services and employment opportunities.
- The City is undertaking a separate but related planning project to evaluate the supply and regulation of employment lands in the City. The WSRC market analysis will contribute to the City's understanding of regional market trends.
- WSRC is the closest regional center to the newest urban growth boundary expansion areas in Tigard, Beaverton, King City, and Wilsonville. The regional center needs to evolve in order to serve these new developing areas. Moreover, the City desires to balance its fiscal and physical approach to growth by facilitating high-density, mixed-use, and centrally-located infill development in WSRC along with low-density residential edge development in River Terrace.

METRO CONTRACT 936295
EXHIBIT B

- High-quality transit is a key component of a successful regional center, and it is important that transit service to and within WSRC not be overlooked as TriMet moves forward with SW Corridor transit planning.

Key questions this project should answer:

- Has the original vision been achieved? If no, why not?
- What kinds of changes have occurred in and around the regional center since the adoption of the original vision?
- How will trends in housing, retail sales, transportation, or the economy affect the regional center and surrounding areas?
- How can the City position itself to effectively respond to emerging trends while supporting community values and priorities?
- What can the City do to ensure that the benefits and impacts of re/development in the regional center are equitably shared by the community?

SECTION 4
SCOPE AND SCHEDULE OF WORK

The City of Tigard seeks a collaborative interdisciplinary team—with expertise in land use planning, multimodal transportation planning, housing and market analysis, economic development, anti-displacement strategies, and community engagement—to work with the City on the Washington Square Regional Center Update Project. **The team should include a Community Based Organization (CBO) to assist with community engagement, particularly in Metzger which is an ethnically diverse and historically low-income community.** Unlike the rest of the consultant team, however, the CBO will be jointly selected by the City and Consultant after the RFP selection process but before the contracting process. If the City and Consultant are unsuccessful in obtaining the services of a CBO, alternative approaches for engaging communities of color and other underrepresented communities will be considered by both parties with input from Metro.

It is expected that the CBO will advise and assist the project team throughout the entire project, including attendance at all Stakeholder Working Group and Community Meetings. It is also expected that the CBO will lead or be heavily involved in Subtask 1.3 (Community Engagement Planning); Subtask 2.4 (Metzger-specific Community Outreach); Subtask 2.5 (Metzger Community Meetings); and Task 6 (Metzger Community Report). It is hoped that the CBO will be able to provide all needed language interpretation for meetings and materials. At least \$20,000 of the project budget should be reserved for the CBO to do the outreach described by the work plan developed in Subtask 2.4.

Coordination between this project and three other concurrent City projects will be required, specifically regarding any housing and economic analyses for the first two projects listed below.

- Tigard Employment Lands Tomorrow – This project will focus on understanding economic trends and evaluating the City’s supply and zoning of employment lands.
- Tigard Urban Reserves Concept Planning – This project will focus on developing concept plans for the South and West River Terrace urban reserve areas, including an evaluation of land uses and the feasibility of employment lands in these areas.
- Washington Square Stormwater Retrofit – This project will focus on regional stormwater strategies for the Washington Square area, which includes portions of the Fanno Creek and Ash Creek watersheds.

METRO CONTRACT 936295
EXHIBIT B

The general timeframe for project completion is 16 – 20 months. A summary of tasks, deliverables, budget, and schedule is provided in Table 1 below. A more detailed description of tasks and deliverables follows. Tasks and deliverables are generally shown in chronological order but may include iterative steps.

Table 1. Summary of Scope of Work

Task	Subtasks and Deliverables <i>(T) = Tigard (C) = Consultant</i>	Meetings	Estimated Budget¹	Estimated Schedule
1. Project Management			\$15,000	Feb – Apr 2020
1.1	Project Kickoff Meeting <i>(T) Mtg Summary</i>	1 (2-hr)		
1.2	Project Management Planning <i>(T) Draft Project Management Plan</i> <i>(C) Draft Plan Comments</i> <i>(T) Final Project Management Plan</i> <i>(C) Draft Schedule, Scope, and Budget</i> <i>(T) Draft Schedule, Scope, and Budget Comments</i> <i>(C) Final Schedule, Scope, and Budget</i>	1 (2-hr)		
1.3	Community Engagement Planning <i>(T) Draft Community Engagement Plan</i> <i>(C) Draft Plan Comments</i> <i>(T) Final Community Engagement Plan</i> <i>(T) Stakeholder Working Group (SWG) Rosters</i> <i>(C/T) Focus Group Rosters</i>	1 (2-hr)		
1.4	Document Review (C)			
2. Community Engagement			\$70,000	Apr 2020 – Jun 2021
2.1	Project Team Meetings <i>(C/T) Community Engagement Coordination</i>	10 (1.5-hr)		
2.2	Stakeholder Working Group (SWG) Meetings <i>(T) Mtg Logistics</i> <i>(C/T) Mtg Agenda</i> <i>(C/T) Mtg Facilitation & Materials</i> <i>(T) Mtg Summary</i>	5 (2-hr)		
2.3	Regional Center Community Meetings <i>(T) Mtg Logistics</i> <i>(C/T) Mtg Agenda</i> <i>(C/T) Mtg Facilitation & Materials</i> <i>(T) Mtg Summary</i>	2 (2-hr)		
2.4	Metzger-specific Community Outreach <i>(C) Draft Work Plan</i> <i>(T) Work Plan Comments</i> <i>(C) Final Work Plan</i>			
2.5	Metzger Community Meetings <i>(T) Mtg Logistics</i> <i>(C/T) Mtg Agenda</i> <i>(C/T) Mtg Facilitation & Materials</i> <i>(T) Mtg Summary</i>	3 (1.5-hr)		
2.6	Project Briefings to PC/CC <i>(C/T) PC Briefing Presentation</i> <i>(C/T) CC Briefing Presentation</i>	2 (1.5-hr)		
2.7	City Communications and Engagement <i>(T) Project Website</i> <i>(T) Local and Social Media</i>			

¹ The dollar amounts shown represent funds available through the Metro grant award of \$250,000 and the city's consultant contribution of \$50,000. The city has committed an additional \$10,000 to cover direct costs associated with community meetings. These funds are not shown in this table.

Task	Subtasks and <i>Deliverables</i> (T) = Tigard (C) = Consultant	Meetings	Estimated Budget ¹	Estimated Schedule
	(T) Direct Mailings (T) Presentations to Community Groups and Project Partners			
3. Report Card (Existing Conditions)			\$5,000	Feb – Mar 2020
3.1	Draft Report (T) Draft Outline (C) Draft Outline Comments (T) Draft Report Card (C) Draft Report Card Comments			
3.2	Final Report (T) Final Report Card			
3.3	Infographics Summary (2-3 pages) (C) Draft Summary (T) Draft Summary Comments (C) Final Summary			
4. Opportunities, Needs, and Constraints			\$80,000	Apr – Aug 2020
4.1	Scope Refinement Meeting (C) Email Summary	1 (1-hr)		
4.2	Focus Groups (T) Mtg Logistics (C) Mtg Facilitation & Materials (C) Focus Groups Report	3 (1.5-hr)		
4.3	Stakeholder Interviews (T) Stakeholder Interviews Report			
4.4	Market Analysis (C) Real Estate and Commercial Snapshot (C) Market Trends Report (C) Development Subareas Report			
4.5	Land Use and Zoning Analysis (C) Tigard Code Audit			
4.6	Infrastructure Analysis (C) Ped-Bike-Transit Audit (C) Infrastructure Audit			
4.7	Residential Displacement Analysis (C) Market and Demographic Analysis (C) Rent Prediction Analysis (C) Displacement Report			
4.8	Draft Executive Summary (5-7 pages) (C) Draft Outline (T) Draft Outline Comments (C) Draft Summary (T) Draft Summary Comments			
4.9	Final Executive Summary (C) Final Summary			
4.10	Infographics Summary (3-5 pages) (C) Draft Summary (T) Draft Summary Comments (C) Final Summary			
5. Refining the Land Use Framework			\$50,000	Aug – Dec 2020
5.1	Scope Refinement Meeting (C) Email Summary	1 (1-hr)		
5.2	Land Use Scenarios (2-3 scenarios) (C) Draft Land Use Scenarios Memo	1 (1.5 hr)		

METRO CONTRACT 936295
EXHIBIT B

Task	Subtasks and Deliverables <i>(T) = Tigard (C) = Consultant</i>	Meetings	Estimated Budget¹	Estimated Schedule
	<i>(T) Draft Memo Comments</i> <i>(C) Final Land Use Scenarios Memo</i>			
	5.3 Development Precedents (3-6 precedents) <i>(C) Precedent Options Presentation</i> <i>(C) Precedents Memo</i>	1 (1.5-hr)		
	5.4 Transportation Sensitivity Analysis <i>(C) Draft Transportation Memo</i> <i>(T) Draft Memo Comments</i> <i>(C) Final Transportation Memo</i>	1 (1.5-hr)		
6. Metzger Community Report			\$10,000	Nov – Dec 2020
	6.1 Scope Refinement Meeting <i>(C) Email Summary</i>	1 (1-hr)		
	6.2 Draft Report <i>(C) Draft Outline</i> <i>(T) Draft Outline Comments</i> <i>(C) Draft Report</i> <i>(T) Draft Report Comments</i>			
	6.3 Final Report <i>(C) Final Report v1</i> <i>(T) Final Report Comments</i> <i>(C) Final Report v2</i>			
7. Final Report & Recommendations			\$40,000	Jan – Mar 2021
	7.1 Scope Refinement Meeting <i>(C) Email Summary</i>	1 (1-hr)		
	7.2 Draft Report <i>(C) Draft Outline</i> <i>(T) Draft Outline Comments</i> <i>(C) Draft Report</i> <i>(C) Draft Report Comments</i>			
	7.3 Final Report <i>(C) Final Report v1</i> <i>(T) Final Report Comments</i> <i>(C) Final Report v2</i>			
	7.4 Code & Plan Amendment Recommendations <i>(C) Comprehensive Plan Chapter</i> <i>(C) Development Subarea Goals and Objectives</i> <i>(C) Plan District Chapter Outline and Policy Direction</i> <i>(C) Zoning, Plan District, and Regional Center Boundary Maps</i> <i>(C) TSP Project List</i> <i>(C) Economic Development Strategies</i> <i>(C) Housing Strategies</i>			
8. Adoption			\$0	Mar – May 2021
	8.1 Comprehensive Plan Chapter Adoption <i>(T) Legislative Application</i> <i>(T) Public Notice</i> <i>(T) City Council Hearing</i>			
9. Contingency Tasks			\$30,000	TBD
	9.1 Additional Meetings/Briefings			
	9.2 Additional Analysis			
	9.3 Additional Outreach			

GENERAL PROVISIONS

1. Document Creation

- a. All documents shall be internally reviewed by the Consultant for grammar, formatting, content, and general quality prior to delivery to the City for review.
- b. All documents shall be formatted for 8.5-inch by 11-inch paper, unless otherwise approved by the City Project Manager (PM).
- c. All documents shall be delivered as computer files in a mutually agreed upon format (e.g. Word, Publisher, PageMaker, etc.) and in an open universally readable format (e.g. PDF).
- d. All documents for public distribution shall follow the City of Tigard Logo and Design Standards.
- e. All graphics, including maps, shall be delivered as computer files in a mutually agreed upon format (e.g. AutoCAD, ArcGIS, JPEG, Photoshop, PowerPoint, etc.) and in an open universally readable format (e.g. PDF).

2. GIS Data

- a. City and Consultant PM shall determine which deliverables require geospatial data development of GIS data by the Consultant and which, if any, should be delivered to the City.
- b. All GIS data delivered to the City shall follow the City of Tigard GIS Data Standards.

3. Document Review

- a. Consultant shall provide materials that are intended for public release at least two weeks prior to the scheduled release date, or as otherwise agreed upon by the City and Consultant PM.
- b. Comments on draft documents shall be provided within two weeks of receipt of draft documents, or as otherwise agreed upon by the City and Consultant PM.
- c. Consultant shall make minor revisions and corrections to materials based on comments received from either the City or the public within one week of the City requesting the change, or as otherwise agreed upon by the City and Consultant PM.
- d. Consultant shall make major revisions and corrections to materials based on comments received from either the City or the public within two weeks of the City requesting the change, or as otherwise agreed upon by the City and Consultant PM.
- e. Consultant shall not be required to make additions or revisions that are outside of this scope of work without an approved contract amendment.

4. Meetings

- a. Project team meetings and scope refinement meetings shall be held by phone, at City offices, or at other mutually agreed upon locations, such as Consultant offices.

TASK 1. PROJECT MANAGEMENT

Project management is the joint responsibility of the City and Consultant PM. Specific deliverables and assignments are identified in Table 1.

- Consultant shall assume a reasonable amount of time for project communication and general coordination above and beyond the meetings specified in this scope and manage the allocated budget for each task and deliverable accordingly.
- Consultant shall provide monthly reports with updated schedule, work completed and upcoming, any issues or changes. Include a percentage complete versus percentage spent by task.
- City shall identify and make available relevant historical documents for review, including but not limited to the WSRC Plan and WSRC Phase II Implementation Plan.

TASK 2. COMMUNITY ENGAGEMENT

Community engagement is the joint responsibility of the City and Consultant project teams. Specific deliverables and assignments are identified in Table 1. It is expected that the teams will plan for and conduct robust business and community outreach to involve the public and historically marginalized communities, particularly the Metzger community, so that they may contribute their knowledge and shape project outcomes.

The scope assumes that the project team will need to meet at least once prior to each Stakeholder Working Group (SWG) and Community Meeting in order to effectively plan and prepare for these meetings. In addition to determining agendas and materials, these meetings will assign roles and responsibilities to individual team members based on the meeting purpose and content of each SWG and Community Meeting. The following general provisions apply to all community meetings:

- Consultant and City shall co-produce all SWG and Community Meetings, including but not limited to: agenda creation, meeting facilitation, language access, and presentation materials.
- Consultant shall provide SWG and Community Meeting materials in at least 2, possibly 3, languages: English, Spanish, and possibly an Asian language depending upon need.
- Consultant shall provide simultaneous language interpretation at all Community Meetings in at least 2, possibly 3, languages: English, Spanish, and possibly an Asian language depending upon need. SWG language access needs will be determined after the SWG is formed.
- City shall manage logistics for all SWG and Community Meetings, including but not limited to: room reservation, room set-up and tear-down, drinks and snacks, sign-in sheets, and notices.
- City shall provide meeting summaries for all SWG and Community Meetings that, at a minimum, lists attendees and summarizes the discussion, any input and/or decision(s), and next steps. Consultant shall review the summaries for completeness and accuracy.

2.2 Stakeholder Working Group (SWG) Meetings

In lieu of separate community and technical advisory committees, the scope assumes a single project advisory committee composed of representatives from: residents, businesses, commercial property owners, business and community service organizations, and public agencies. The public agencies listed below will be asked to appoint a SWG representative. All other public agencies providing services in the WSRC, such as Clean Water Services, Tualatin Valley Water District, and Tualatin Valley Fire and Rescue will be invited to attend and observe SWG meetings at their discretion.

- City of Beaverton
- Washington County
- Metro
- TriMet
- Oregon Department of Transportation

The balance of the SWG will include the following groups at roughly the levels indicated.

- Residents and employees – 6 representatives
- Businesses and commercial property owners – 6 representatives
- Business and community service organizations – 6 representatives
- Bankers, brokers, and builders – 3 representatives

Every attempt will be made to include community members that live (Metzger residents) or work (employees) in or near the regional center within all three jurisdictions, namely Tigard, Beaverton, and

METRO CONTRACT 936295
EXHIBIT B

Washington County. Every attempt will also be made to include large property owners—such as the owners of RedTail Golf Course, Washington Square Mall, and Lincoln Center—and business and commercial property owners from the different development subareas—such as along Hall Blvd and Greenburg Rd and west of Hwy 217. Potential business and community service organizations include but are not limited to: Tigard Chamber of Commerce, Beaverton Chamber of Commerce, Community Partners for Affordable Housing, Washington County Housing Authority, Westside Transportation Alliance, and Westside Economic Alliance.

Given the size and diversity of the SWG and the regional center, the City's preliminary proposal is to create three sub-groups within the SWG based on the regional center's geography. One sub-group would focus on the commercial/industrial area west of Hwy 217, another would focus on the commercial area on either side of Greenburg Rd, and the third would focus on the residential area on either side of Hall Blvd. This would allow for more focused attention on the different areas within the regional center simultaneously. It would also require a higher level of staffing to facilitate and record sub-group discussions. The scope assumes at least four Consultant staff for each SWG meeting.

Preliminary SWG agendas are as follows:

- Mtg 1 – Project Introduction
Key Question: Are we asking the right project questions?
- Mtg 2 – Trends and Analysis
Key Question: What does this tell us about what to expect and what we can influence?
- Mtg 3 – Land Use Refinements Charette (Contingency Task: 2nd Charette)
Key Question: What are realistic assumptions/aspirations? What should we encourage/discourage? What are the pros/cons?
- Mtg 4 – Land Use Refinements
Key Question: What is the preferred scenario and why?
- Mtg 5 – Implementation Strategies
Key Question: What are the preferred implementation strategies and why?

The focus of Meetings 3 and 4 (and Task 5) is “land use refinements” to underscore one of the core project assumptions. The project assumes that the main tenets of the original vision—dense, walkable, mixed-use development—remain valid. This work is meant to build on and refine the original land use framework and implementation strategies.

2.3 Regional Center Community Meetings

The scope assumes 2 community meetings that will likely be conducted in an open house format. Preliminary meeting plans and objectives to be determined during the development of the Community Engagement Plan in Task 1.3 in coordination with Beaverton, Washington County, and other project partners as needed.

2.4 Metzger-specific Community Outreach

The scope assumes development and implementation of an outreach plan that is specific to the Metzger community. It is expected that the CBO will lead the outreach effort, with City and Consultant team support as needed, and that this effort will begin early in the project to involve community members, particularly those that have been historically marginalized, at all levels of the planning process. Preliminary outreach goals include but are not limited to:

METRO CONTRACT 936295
EXHIBIT B

- Understanding and work to address barriers to participation
- Recruiting SWG representatives
- Recruiting focus group and stakeholder interview participants
- Facilitating attendance at community meetings

2.5 Metzger Community Meetings

The scope assumes 3 community meetings. Preliminary meeting agendas to be determined during the development of the Community Engagement Plan in Task 1.3 in coordination with Washington County. The main focus of the meetings is to:

- Listen and document issues, questions, and recommendations from community members.
- Encourage participation of historically marginalized communities in the WSRC Update Project.
- Educate community members about the kinds of changes that are occurring in their neighborhood or that may occur as a result of WSRC re/development.
- Educate community members about the different development and housing initiatives available in Tigard and Washington County.
- Identify how meeting input will be folded into the WSRC Update Project and may lay the groundwork for other planning efforts, such as SW Corridor 68th Ave Station Area Planning or Washington County Community Area Planning.

2.6 Project Briefings to Planning Commission (PC) and City Council (CC)

The City plans to brief the PC and CC at the completion of Tasks 4, 5, and 7. The scope assumes that the Consultant will attend at least one of these briefings. City and Consultant PM to determine which briefing Consultant will attend at a later date. The City also plans to brief Washington County and the City of Beaverton in coordination with their staff but does not expect Consultant attendance at these briefings.

2.7 City Communications and Engagement

The City has primary responsibility for this task but will work in close coordination with the Consultant, Beaverton, and Washington County. In addition to community meetings (Task 2), focus groups (Subtask 4.2), and stakeholder interviews (Subtask 4.3), the City will inform and engage the community through the project website, direct mailings, cold calls, social media posts, press releases, and online surveys. The City expects to tailor its outreach methods to the different stakeholder groups that live, work, own property, or operate businesses in and near the regional center including but not limited to:

- Property owners, businesses, and employees along Hall Blvd in Tigard and unincorporated Washington County
- Property owners, businesses, and employees along Greenburg Rd, including Washington Square Mall and Lincoln Center
- Property owners, businesses, and employees west of Hwy 217 in Tigard and Beaverton
- Residents and residential property owners in Tigard and unincorporated Washington County
- Neighborhood associations in Tigard, Beaverton, and Washington County

TASK 3. REPORT CARD (EXISTING CONDITIONS)

The City has primary responsibility for this task, with the exception of Task 3.3. Specific deliverables and assignments are identified in Table 1. The purpose of the Report Card is to:

- Summarize applicable WSRC plans, goals, and policies

- Summarize the original WSRC vision and conditions
- Document existing WSRC conditions
- Compare original WSRC vision/conditions to existing conditions

Documentation of existing conditions is limited in scope to existing data sets available through the City, Metro, and state and federal governments. It does not include field research, unlike the Ped-Bike-Transit Audit deliverable in Task 4.6.

The scope also assumes a 2- to 3-page Infographics Summary prepared by the Consultant. This document should be a highly-polished graphic representation of key takeaways from the Report Card. It should also be a stand-alone document; readily understandable to the general public and elected officials; and useful in a variety of public settings and online.

TASK 4. OPPORTUNITIES, NEEDS, AND CONSTRAINTS

The Consultant has primary responsibility for this task, with the exception of Task 4.3. Specific deliverables and assignments are identified in Table 1. Each deliverable is underlined and described below in more detail either in paragraph form or as a series of bulleted questions that the deliverable should address.

The geographic scope for each deliverable's area of analysis generally includes the entire WSRC and the Tigard WSRC Plan District, except where specifically noted otherwise. Given the awkward nature of the adopted WSRC boundary in some locations, the geographic scope in most situations will need to vary slightly from the adopted boundary in order to provide better analysis. Consultant and City PM to agree on the geographic scope for the area of analysis for each deliverable prior to the commencement of any analysis.

4.2 Focus Groups

➤ Focus Groups Report

The scope assumes 3 focus groups with 8 – 12 participants/group. Preliminary focus group participants and questions to be determined during the development of the Community Engagement Plan in Task 1.3. Possible groups include residents, business owners, and re/development experts.

4.3 Stakeholder Interviews

➤ Stakeholder Interviews Report

The City intends to interview a broad range of stakeholders in the residential and business communities. Preliminary stakeholders and questions to be determined during the development of the Community Engagement Plan in Task 1.3.

4.4 Market Analysis (Geographic Scope: WSRC/Plan District)

➤ Real Estate and Commercial Snapshot

- What kinds of businesses are missing (i.e. “leaking”) from the WSRC/Plan District **and the city as a whole**?
- What are the occupancy and vacancy rates in the WSRC/Plan District?
- Are there properties with chronic vacancies in the WSRC/Plan District?

METRO CONTRACT 936295
EXHIBIT B

➤ Market Trends Report

- What are the relevant **real estate trends in the Washington County submarket** for retail, office, flex-space, light industrial, mixed-use, and medium- to high-density residential development? Including but not limited to:
 - Land supply
 - Rent and property sales prices
 - Absorption rate
- What are the relevant **economic trends for urbanizing suburban cities** on the national, state, and regional level? Including but not limited to:
 - Local retail sales
 - Professional services
 - Medium- to high-density housing
 - Regional mall redevelopment
 - Areas adjacent to well-performing malls
- Based on these trends **and** existing conditions:
 - What kind of residential and nonresidential redevelopment potential exists in the WSRC/Plan District in the near- and long-term re: business types, housing types, square footage, number of units, etc.?
 - What market barriers exist for commercial redevelopment and housing development in the WSRC/Plan District both within and beyond the district?
 - What actions/policies/investments in the public or private realm might catalyze or incentivize missing development or more intense development in the WSRC/Plan District?
 - What kind of other re/development might occur in the WSRC/Plan District as a result of Washington Square Mall redevelopment?
 - Which areas or properties in the WSRC/Plan District, if any, are suitable for residential mixed-use development and why?
 - Which areas or properties in the WSRC/Plan District, if any, are more likely to redevelop in the near- and mid-term and why?

➤ Development Subareas Report

This deliverable should incorporate the nonconforming analysis in Task 4.5.

- Based on existing development patterns, does the WSRC/Plan District have distinct development subareas?
 - What are their characteristics and boundaries? What markets do they serve?
 - How well do existing subarea boundaries correlate with existing base zone, plan district, or regional center boundaries?
- Based on identified trends and existing conditions, which subareas are stable and which are in transition, or likely to be in transition in the near future, and why?
- Based on identified trends, existing conditions, and best practices, where should the City encourage or concentrate vertical mixed-use development?

4.5 Land Use and Zoning Analysis (Geographic Scope: Tigard WSRC/Plan District)

➤ Tigard Code Audit

- Based on a high-level review of existing uses and site improvements, is there a pattern of nonconforming development in the Tigard development subareas? If so, what is the extent and type of the nonconforming development pattern(s)?
- Based on stakeholder input, project analysis, and best practices, what preliminary code amendments are recommended to:
 - Catalyze or incentivize missing or more intense development?
 - Allow the City to be more responsive to changes over time, e.g. conditional zoning?
 - Remove regulatory barriers?
 - Improve clarity?
- Based on stakeholder input, project analysis, and best practices, what preliminary map amendments are recommended for base zone, plan district, and regional center boundaries?

4.6 Infrastructure Analysis (Geographic Scope: WSRC/Plan District)

➤ Ped-Bike-Transit Audit

This deliverable requires field research, development of geospatial data, and a review of relevant transportation planning documents, such as the Tigard TSP, Tigard CIP, and Metro RTP.

- What is the condition of existing pedestrian, bicycle, and transit infrastructure (including park and rides, bus stops, and transit centers)? Where is infrastructure missing or deficient?
- Where are the existing or planned bicycle routes and transit access routes? Are more routes needed? What, if any, improvements are needed to make routes more legible, comfortable, and safe?
- What additional analysis or direction is needed to advance the Washington Square Loop Trail?

➤ Utilities Audit

This deliverable requires coordination with applicable service providers, which the City will facilitate.

- What capacity or maintenance issues have been identified by service providers?
- What capital improvement projects are planned by service providers?
- What barriers, if any, exist for commercial redevelopment and housing development in the regional center or plan district in the near- and mid-term?
 - Sewer
 - Water
 - Stormwater

4.7 Residential Displacement Analysis (Geographic Scope: Partial WSRC/Metzger)

➤ Market and Demographic Analysis

➤ Rent Prediction Analysis

➤ Displacement Report

- Assuming up to three re/development scenarios based on what the market might do without any City intervention, what are the residential displacement risks of re/development in the WSRC on existing housing in and outside of the regional center, specifically on housing in the Metzger community to the east of WSRC?
- How far do the effects of re/development extend?

- Considering existing City and County housing plans and initiatives, what kinds of policies, protections, or resources are recommended to address any identified displacement risks?

4.8 Draft Executive Summary

The scope assumes a 5- to 7-page document that summarizes key aspects of the analysis performed in Task 4. The Executive Summary should be a stand-alone document that is readily understandable to the general public and elected officials.

4.9 Final Executive Summary

See draft document description above.

4.10 Infographics Summary

The scope assumes a 3- to 5-page document that is a highly-polished graphic representation of the Executive Summary. The Infographics Summary should be a stand-alone document that is readily understandable to the general public and elected officials. It should also be useful in a variety of public settings and online.

TASK 5. REFINING THE LAND USE FRAMEWORK

The Consultant has primary responsibility for this task. Specific deliverables and assignments are identified in Table 1. Consultant and City PM to agree on the geographic scope for each deliverable prior to the commencement of any work. The focus of this task is “refining” to underscore one of the core project assumptions. The project assumes that the main tenets of the original vision—dense, walkable, mixed-use development—remain valid. This work is meant to use new community input and the City’s strategic plan for a diverse, equitable, and inclusive community, to build on and update the original vision and implementation strategies.

5.2 Land Use Scenarios

The scope assumes the development of 2 – 3 land use scenarios in close coordination with the City. Scenarios should build off the analysis in Tasks 4.4, 4.5, and 4.7 and incorporate input from the community during the refining process. Scenarios should specifically explore where best to locate different types and densities of housing to optimize development in the regional center that balances community needs and market trends. The Land Use Scenarios Memo should include the following for each scenario at a minimum:

- Conceptual site plan showing land uses and multimodal transportation facilities.
- Brief description of the scenario that includes land uses, commercial square footage, and residential densities.

5.3 Development Precedents

The scope assumes the identification of 3 – 6 development precedents to help the community visualize and make choices about re/development options during the refining process. Possible precedents may include: mixed-use residential redevelopment in centers or corridors, mall redevelopment, mall/residential redevelopment, or mall/employment lands redevelopment.

The scope assumes a precedent selection process whereby the Consultant presents and discusses a range of possible options with the City, and the City chooses which development precedents to present to the

community and investigate more fully. Options presented to the City should relate to and inform the work in Task 5.2.

The Development Precedents Memo should include the following for each development precedent at a minimum:

- Compilation of existing images and maps to convey the nature and extent of the development.
- Brief description of the development that includes land uses and densities, where available.
- Brief statement about the development's relevance as a precedent.
- Brief description of the key actions, events, or conditions in the recent market cycle that led to the development being built.

5.4 Transportation Sensitivity Analysis

Transportation analysis to be coordinated with the work in Task 5.2. Specific analysis and locations to be determined during the refining process with input from the community and affected road authorities.

TASK 6. METZGER COMMUNITY REPORT

The Consultant has primary responsibility for this task. Specific deliverables and assignments are identified in Table 1. The Consultant should assume input from both the City and Washington County.

The contents of the final report should incorporate the analysis in Task 4.7 but, in all other respects, should be community-driven and reflect the ideas and issues identified by the community during the Metzger community outreach. While this report is a stand-alone deliverable, it is assumed that the knowledge and recommendations gathered from the Metzger community throughout the process will be incorporated into the other tasks, so as to shape the recommended framework and implementation strategies. The Metzger Community Report should include the following at a minimum:

- Summary of community engagement effort, including results from outreach to historically marginalized communities
- Summary of community comments/discussion and how the community influenced the Land Use Framework
- Summary of Residential Displacement Analysis from Task 4.7
- Summary of recommendations, including community priorities

TASK 7. FINAL REPORT AND RECOMMENDATIONS

The Consultant has primary responsibility for this task. Specific deliverables and assignments are identified in Table 1. At a minimum, the WSRC Update Project Final Report should include the following elements:

- Summary of community engagement effort
- Summary of community comments/discussions, including areas of agreement and dissension
- Summary of key findings and conclusions from analysis
- Summary of recommendations, including community priorities

The following detailed recommendations should be included as attachments to the Final Report:

- Comprehensive Plan Chapter Special Planning Area
(Including key findings, goals, policies, and action measures)

METRO CONTRACT 936295
EXHIBIT B

- Development Subarea Goals and Objectives
(Potentially including performance measures and phasing considerations)
- Plan District Chapter Outline and Policy Direction
- Zoning, Plan District, and Regional Center Boundary Maps
- Transportation System Plan Project List
- Economic Development Strategies (including timing and length)
- Housing Strategies (including timing and length)

TASK 8. ADOPTION

The City has primary responsibility for adoption of the Comprehensive Plan Chapter Amendments.

TASK 9. CONTINGENCY TASKS

The City PM will decide during the course of the project which, if any, of the contingency tasks are needed in consultation with the Consultant PM.

SECTION 5 **PROPOSAL CONTENT AND FORMAT**

A. FORMAT

To provide a degree of consistency in review of the written proposals, firms are requested to prepare their proposals in the standard format specified below.

1. Title Page

The title page should identify the RFP Title, name and title of contact person, address, telephone number, fax number, email address and date of submission.

2. Transmittal Letter

The transmittal letter should be not more than two (2) pages long and should include as a minimum the following:

- a. A brief statement of the Proposer's understanding of the project and services to be performed; and
- b. A positive commitment to perform the services within the time period specified, starting and completing the project within the deadlines stated in this RFP; and the names of persons authorized to represent the Proposer, their title, address and telephone number (if different from the individual who signs the transmittal letter.)

3. Table of Contents

The table of contents should include a clear and complete identification by section and page number of the materials submitted.

4. Project Understanding, Approach, and Interest

Proposers should explain their understanding of the tasks and deliverables described in Section 4 of this RFP and their proposed approach and plan for accomplishing this work within the overall budget with text, tables, timelines, or other figures as desired. Proposers

METRO CONTRACT 936295
EXHIBIT B

may suggest changes to the estimated budget for each task but not the overall project budget. Proposers should suggest an approach to how the community-based organization (CBO) will be integrated into the team, including which tasks are anticipated to be performed by the CBO. Proposers should also suggest an approach to engaging communities of color and other underrepresented communities if the City and consultant team are unsuccessful in obtaining the services of a CBO to do this work. Proposers should also explain why the consultant team is interested in this project.

5. Consultant Team Qualifications and Organization

Proposers should provide sufficient information about their qualifications and experiences for the City to understand and verify the ability of the consultant team to perform the work described in Section 4 of this RFP. This summary should include the team's experience working with community-based organizations or engaging communities of color and other underrepresented communities. Proposers should provide a consultant team organization chart that clearly identifies the project manager, prime consultant, sub-consultant(s), including the CBO, and specific areas of work responsibility. Proposers should also list and provide brief biographies for key project staff. Full resumes may be included in the appendix, with a maximum of one double-sided page per resume.

6. Consultant Team Experience with Similar Projects

Proposers should provide detailed descriptions of past similar projects that have been completed for the City or other public agencies. Descriptions for up to five (5) projects may be submitted, with a maximum of one single-sided page per description. Proposers should also provide a table of all similar projects that contains the following information:

- Project title, type, and year completed
- Client name and contact information
- Brief description of similarities, including similar tasks or deliverables
- List of project team members who worked on each project

The City reserves the right to contact former clients and investigate the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, and completion of projects on time and within budget.

7. Project Management

Proposers should describe the proposed project manager's experience on past similar projects and explain the project manager's approach to schedule, budget, scope, and change management. The description should include the project manager's experience with and approach to communicating with and managing a team of diverse professionals on a project with multiple inter-related deliverables, multiple jurisdictions, and a large number of stakeholders, some of whom may be skeptical of or object to the project's goals.

8. Diversity in Contracting

Proposers should describe the diversity of their consultant team with respect to any recognized certification. Is your firm or any sub-consultant certified with the Certification Office of Business Inclusion and Diversity (COBID)? If yes, indicate all certification types (i.e. DBE, MBE, WBE, SDV, and ESB) by firm, with certification number(s). Proposers should also describe the diversity (i.e. race, ethnicity, gender, disability, and veteran status) of key project

METRO CONTRACT 936295
EXHIBIT B

staff and provide specific examples of how the prime consulting firm or its sub-consultants support workforce diversity within their respective firms or the local community.

B. ADDITIONAL SERVICES

Provide a brief description of any other services that your team could provide the City and an approximation of the hourly charge for each service of this type. Such services would be contracted for on an “as needed” basis, to be provided and billed for separately.

C. ADDITIONAL INFORMATION

Please provide any other information you feel would help the Selection Committee evaluate your team for this project.

D. REFERENCES

Proposers must demonstrate successful past performance of the team’s ability to provide services as set forth in this specification. Proposers must provide three (3) references to document experience. References must be detailed in Attachment B “Statement of Proposal”

E. DISPUTES

Should any doubt or difference of opinion arise between the City and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of the City shall be final and binding upon all parties.

F. CITY PERSONNEL

No officer, agent, consultant or employee of the City shall be permitted any interest in the contract.

SECTION 6
PROPOSAL EVALUATION PROCEDURES

A. SELECTION AND EVALUATION PROCESS

A Selection Committee assembled by the City will review the written proposals. Proposals will be evaluated to determine which ones best meet the needs of the City. After meeting the mandatory requirements, the proposals will be evaluated on both their technical and fee aspects. The Selection Committee will select the Proposer which best meets the City's needs based upon its evaluation of a firms proposal. Proposals will be evaluated in accordance with the following:

1.	<u>Completed Proposal submitted on time</u>	<u>Pass/Fail</u>
2.	<u>1 original & 1 electronic pdf copy on portable USB drive</u>	<u>Pass/Fail</u>
3.	<u>Transmittal letter</u>	<u>Pass/Fail</u>
4.	<u>Project understanding, approach, and interest</u>	<u>30 points</u>
5.	<u>Consultant team qualifications and organization</u>	<u>30 points</u>
6.	<u>Consultant team experience with similar projects</u>	<u>15 points</u>
7.	<u>Project management</u>	<u>10 points</u>
8.	<u>Diversity in contracting</u>	<u>15 points</u>
	<ul style="list-style-type: none">• 5 points for prime or sub-consultant(s) with any COBID certification (DBE, MBE, WBE, SDV, ESB)• 5 points for key project staff diversity• 3 points for prime or sub-consultant(s) with MBE/WBE certification• 2 points for workplace diversity efforts	
<u>TOTAL EVALUATION POINTS</u>		<u>100 POINTS</u>

B. PRESENTATION/INTERVIEW

At the option of the City, the top scoring proposers (based on the criteria points) may be asked to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any fee amount originally proposed. The City's Project Manager will schedule the time and location of these presentations and notify the selected firms. If the City elects to conduct a presentation/interview process, 25 criteria points will be assigned to the process and will be added to the participating Proposers' total points.

C. INVESTIGATION OF REFERENCES

The City reserves the right to investigate references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule and its lawful payment of employees and workers.

D. CLARIFICATION OF PROPOSALS

The City reserves the right to obtain clarification of any point in regards to a proposal or to obtain additional information necessary to properly evaluate or particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of their proposal.

E. RESERVATION IN EVALUATION

The Selection Committee reserves the right to request "Best and Final Offers" from the two top finalists to reassess the proposals and award to the consultant team determined to best meet the overall needs of the City.

F. INTENT OF AWARD

Upon review of the proposals submitted, the City may negotiate a scope of work and a personal services agreement with one firm, or may select one or more firms for further consideration.

G. PROTEST OF AWARD

In accordance with Tigard Public Contracting Rule 30.135, any adversely affected Proposer has seven (7) calendar days from the date of the written notice of award to file a written protest.

H. PROPOSAL REJECTION

The City reserves the right to:

1. Reject any or all proposals not in compliance with all public procedures and requirements;
2. Reject any proposal not meeting the specifications set forth herein;
3. Waive any or all irregularities in proposals submitted;
4. In the event two or more proposals shall be for the same amount for the same work, the City shall follow the provisions of LCRB 30.095 and Section 137-095 of the Oregon Attorney General's Model Public Contract Manual;
5. Reject all proposals;
6. Award any or all parts of any proposal; and
7. Request references and other data to determine responsiveness.

SECTION 7
PROPOSAL CERTIFICATIONS

Non-discrimination Clause

The firm agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, handicap or age with regard to, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any firm who is in violation of this clause shall be barred from receiving awards of any contracts from the City, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Agreed by: _____

Firm Name: _____

Address: _____

Resident Certificate

Please Check One:

☐ **Resident Firm**: Firm has paid unemployment taxes and income taxes in this state during the last twelve calendar months immediately preceding the submission of this proposal.

Or

☐ **Non-resident Firm**: Firm does not qualify under requirement stated above.
(Please specify your state of residence: _____)

Officer's signature: _____

Type or print officer's name: _____

METRO CONTRACT 936295
EXHIBIT B

SECTION 8
SIGNATURE PAGE

The undersigned proposes to perform all work as listed in the Specification section, for the price(s) stated; and that all articles supplied under any resultant contract will conform to the specifications herein,

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications and by City policies and regulations.

The undersigned, by submitting a proposal, represents that:

- A) The Proposer has read and understands the specifications.
- B) Failure to comply with the specifications or any terms of the Request for Proposal may disqualify the Proposer as being non-responsive.

The undersigned certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

The undersigned certifies that all addenda to the specifications has been received and duly considered and that all costs associated with all addenda have been included in this proposal:

Addenda: No. _____ through No. _____ inclusive.

We therefore offer and make this proposal to furnish services at the price(s) indicated herein in fulfillment of the attached requirements and specifications of the City.

Name of firm: _____

Address: _____

Telephone Number: _____ Fax Number: _____

By: _____ Date: _____
(Signature of Authorized Official. If partnership, signature of one partner.)

Typed Name/Title: _____

If corporation, attest: _____
(Corporate Officer)

☐ Corporation

☐ Partnership

☐ Individual

Federal Tax Identification Number (TIN): _____

METRO CONTRACT 936295
EXHIBIT B

ATTACHMENT A
CITY OF TIGARD, OREGON
ACKNOWLEDGMENT OF ADDENDA

Project Title: _____

Close: (Day of Week), (Date) - 2:00 p.m. _____

I/WE HAVE RECEIVED THE FOLLOWING ADDENDA (*If none received, write "None Received"*):

1. _____ 3. _____

2. _____ 4. _____

Date

Signature of Proposer

Title

Corporate Name

**METRO CONTRACT 936295
EXHIBIT B**

**ATTACHMENT B
CITY OF TIGARD, OREGON
STATEMENT OF PROPOSAL**

Name of Firm: _____

Mailing Address: _____

Contact Person: _____

Telephone: _____ Fax: _____ Email: _____

accepts all the terms and conditions contained in the City of Tigard's Request for Proposal for the Washington Square Regional Center Update Project and the attached personal services agreement (Attachment C):

Signature of authorized representative

Date

Type or print name of authorized representative

Telephone Number

Type or print name of person(s) authorized to negotiate contracts

Telephone Number

REFERENCES

Reference #1

Telephone Number

Project Title

Contact Individual

Reference #2

Telephone Number

Project Title

Contact Individual

Reference #3

Telephone Number

Project Title

Contact Individual

METRO CONTRACT 936295 - EXHIBIT C

Washington Square Regional Center Update Project Milestones, Deliverables, and Disbursement of Grant Funds

Project milestone and specified grant deliverables		Date due*	Estimated Matching contributions	Estimated Grant payment
1	Execution of grant IGA a) Preparation of project documents and negotiations b) Signed IGA document	Nov. 30, 2019		
2	Project consultants and contract scoping a) Determine RFP reviewers who will select consultant team b) Select consultant team c) Select community-based consultant team member d) Submit draft consultant contract, scope, schedule and budget for review	Jan. 31, 2020		
3	Finalize Consultant Contract and IGA Milestones a) Establish revised milestones and deliverables b) Finalize and execute consultant scope and contract	Feb. 29, 2020		
4-7+	Project milestones to be determined		\$ 60,000	\$ 235,000
8	Council hearings and action			\$ 15,000
GRANT PROJECT COMPLETION <ul style="list-style-type: none"> All grant project deliverables submitted by grantee and approved by Metro All required fiscal documentation submitted or retained on file as appropriate Final reporting on grant performance measures submitted and approved by Metro 			Total Grantee Match	Total Grant Funding
			TOTAL: \$ 60,000	TOTAL: \$ 250,000

NOTE: Due dates are intended by the parties to be hard estimates of expected milestone completion dates. If the City anticipates that a due date cannot be met due to circumstances beyond its control, it shall inform Metro in writing no later than ten (10) days prior to the due date set forth above and provide a revised estimated due date. Metro and the City shall mutually agree upon revisions to the milestone due dates set forth in this agreement.