City *of* Tigard

Tigard Business Meeting – Agenda

TIGARD CITY COUNCIL

MEETING DATE AND TIME:	MARCH 26, 2024 - 5:00 p.m. Executive Session called under ORS 192.660 (2) (i) and 6:30 p.m. Business Meeting
MEETING LOCATION:	Hybrid - City of Tigard - Town Hall - 13125 SW Hall Blvd., Tigard, OR 97223 - See PUBLIC NOTICE below

PUBLIC NOTICE: In accordance with Oregon House Bill 2560, this will be a hybrid meeting where some Council, staff or public will participate in person and some will participate remotely.

How to comment:

- Written public comment may be submitted electronically at www.tigard-or.gov/Comments by noon the day before the meeting date.
- If attending the meeting in person, please fill out the public comment sign-in sheet at the front of the room and come to the microphone when your name is called.
- If you prefer to call in, please call 503-966-4101 when instructed to be placed in the queue. We ask that you plan on limiting your testimony to two minutes.
- You may comment by video through the Teams app. Go to this link to learn how to participate by video: March 26, 2024 Council Meeting (https://www.tigard-or.gov/Home/Components/Calendar/Event 5691/372).

Upon request, the City will endeavor to arrange for the following services:

- Qualified sign language interpreters for persons with speech or hearing impairments; and
- Qualified bilingual interpreters.

Since these services must be scheduled with outside service providers, it is important to allow as much lead time as possible. Please notify the City of your need by 5:00 p.m. on the Thursday preceding the meeting by calling: 503-718-2419 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

SEE ATTACHED AGENDA

VIEW LIVESTREAM ONLINE: https://www.tigard-or.gov/boxcast

CABLE VIEWERS: The City Council meeting will be shown live on Channel 21 (1st Tuesdays) and Channel 28 (2nd & 4th Tuesdays) at 6:30 p.m. The meeting will be rebroadcast at the following times on Channel 28:

Thursday 6:00 p.m. Friday 10:00 p.m. Saturday 7:30 p.m. Sunday 11:30 a.m. Monday 6:00 a.m.

City *of* Tigard

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MEETING LOCATION:	Hybrid - City of Tigard - Town Hall - 13125 SW Hall Blvd., Tigard, OR 97223

5:00 PM

1. EXECUTIVE SESSION: The Tigard City Council will go into Executive Session to discuss the performance review of a public official, under ORS 192.660(2) (i). All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

6:30 PM

2. BUSINESS MEETING

   A. Call to Order

   B. Roll Call

   C. Pledge of Allegiance

   D. Call to Council and Staff for Non-Agenda Items

3. PROCLAMATIONS AND RECOGNITION

4. PUBLIC COMMENT **6:35 p.m. estimated time**

   A. Follow-up to Previous Public Comment

B. Public Comment – Written

C. Public Comment – In Person

D. Public Comment – Phone-In

E. Public Comment – Video

5. CITY MANAGER REPORT

6. SUPPLEMENTAL BUDGET RESOLUTION FOR CITY-COUNTY HOUSELESSNESS LIAISON IGA **7:10 p.m. estimated time**

7. HOUSELESSNESS AND SAFE LOTS **7:20 p.m. estimated time**

8. NON-AGENDA ITEMS

9. ADJOURNMENT **8:35 p.m. estimated time**

AIS-5451 **6.**

Business Meeting

Meeting Date: 03/26/2024

Length (in minutes): 10 Minutes

Agenda Title: Supplemental Budget Resolution for City-County Houselessness Liaison IGA

Authored By: Kim Ezell

Presented By: Strategic Initiatives Program Manager Kim Ezell

Item Type: Motion Requested
Resolution

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

Intergovernmental agreement between Washington County, Tigard, Tualatin, and Sherwood to fund 1.0 FTE for city-level houselessness response with accompanying supplemental budget package.

ACTION REQUESTED

Consider the IGA and supplemental budget package to fund and hire 1.0 FTE for SE Washington County coordinated houselessness response.

BACKGROUND INFORMATION

Through collaborative conversations, Washington County recognized the need for more city-level support for the response to houselessness. Starting this year, they allocated funding for 4 City-County liaisons, each serving a specific geographic area of the County — SE Washington County, Beaverton, Hillsboro, and West Washington County. The allocation was roughly 1 FTE/100,000 people at $200,000 per year. The SE Washington County position will jointly serve Tigard, Tualatin, and Sherwood and be housed in the City Manager's Office in Tigard.

This will be a communications-focused role. The FTE will concentrate on communication with the community about houselessness response in Washington County and strenghten communication about houselessness between the cities of SE Washington County.

Dates of Previous and Potential Future Considerations

N/A

Impacts (Community, Budget, Policies and Plans/Strategic Connection)

The FTE will add a dedicated houselessness response resource for SE Washington County. This position will act as a bridge between the three cities and the County. The position will also work with the other three dedicated liaisons funded in West Washington County, Hillsboro, and Beaverton and Washington County Homeless Services staff.

ALTERNATIVES & RECOMMENDATION

Staff recommends approving the IGA and supplemental budget package. Alternatively, the Council may decline to approve, and the FTE would not move forward.

ADDITIONAL RESOURCES

Fiscal Impact

Cost:	$200,000
Budgeted (yes or no):	No
Where Budgeted (department/program):	General Fund- Strategic Initiatives

Additional Fiscal Notes:

This new program will increase the City's expenditures and require additional General Fund appropriations in the amount of $200,000. However, the IGA provides full funding of the additional $200,000 resulting in a zero net effect on the total budget.

Attachments

Resolution

Exhibit A- FY24 Washington Co Houseless IGA

City/County Liaison IGA

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 24-

A RESOLUTION TO ADOPT THE FY 2024_HOUSELESS SERVICES CITY LIAISON BUDGET SUPPLEMENTAL.

WHEREAS, the city acknowledges those items that were unknown at the time the FY 2024 budget was adopted; and

WHEREAS, the city recognizes approximately $200,000 of unanticipated budget in operations; and

WHEREAS, the increase in budget appropriation is funded by an offsetting increase in revenue equal to the requested operations amount and will therefore not reduce the reserve for future expenditures.

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

SECTION 1: The FY 2023-24 Budget is hereby amended as detailed in Exhibit A.

SECTION: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2024.

_____
Mayor - City of Tigard

ATTEST:

_____
City Recorder - City of Tigard

Exhibit A

ADJUSTED APPROPRIATIONS

Fund	Program	Adopted	Item	3/26/2024 Request	Revised Budget
General Fund					
	4 Engagement & Innovation	9,296,397	Homeless Services Liasion position & associated projects (IGA Washington Co)	200,000	**9,576,397**
	TOTAL	43,171,268		**$ 200,000**	**44,995,768**
TOTAL BY PROGRAM					
	4 Engagement & Innovation	26,758,723		200,000	**27,288,723**
	TOTAL	294,481,202		**$ 200,000**	**$ 304,597,357**

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
WASHINGTON COUNTY AND
the CITIES OF TIGARD, TUALATIN, and SHERWOOD

This Agreement ("Agreement") is made by and between Washington County, a political subdivision of the State of Oregon ("County"), and the Cities of Tigard, Tualatin, and Sherwood, each a municipal corporation, relating to funding for a Homeless Services System City Liaison and funding for homeless services capital projects. The County or each city shall be individually referred to by name or collectively as the "Cities" or jointly as the "Parties" as appropriate.

RECITALS

WHEREAS, ORS 190.010 authorizes units of local government to enter into agreements with each other to perform the functions and activities that each party has authority to perform; and

WHEREAS, in May 2020, voters within the Metropolitan Service District ("Metro") passed a measure to fund both shelter and wraparound services for the Metro area homeless population. The purpose of the Supportive Housing Services (SHS) measure was to provide a funding mechanism to enable the provision of wraparound services through local government programs. County is the recipient of Metro SHS funding for the unincorporated county and its incorporated cities, including Tigard, Tualatin, and Sherwood; and

WHEREAS, County and its cities are embracing an opportunity to create a more clear and official structure for coordination and action on homelessness. This agreement between the County and partnering city jurisdictions is intended to more clearly define roles and responsibilities to support program alignment and strategies that are working to make homelessness rare and brief in each of our cities, and across the entire county; and

WHEREAS, County's Department of Housing Services serves as the County's Continuum of Care lead agency and is the sole recipient of regional tax funding for supportive housing services. However, city jurisdictions must navigate the challenges of homelessness through their provision of city services such as libraries, law enforcement, economic development, and neighbor relations daily. Cities receive little to no external funding to support these daily challenges and do not have a clear role in the provision of homeless services; and

WHEREAS, the goal of this agreement is to support continued partnership between the Cities and County in addressing homelessness issues generally, and to

coordinate in support of the strategies and homeless service system provided by community-based organizations, funded by the Washington County Division of Homeless Services, and delivered in the Cities; and

WHEREAS, the County provides a coordinated system of services delivered through 20+ contracted services providers, and in order to support and enhance coordination of local issues related to homelessness, and homeless services provided across the County, this agreement is intended to provide funding to the Cities for a Homeless Services System City Liaison staff position, and the coordination work related to this role; and

WHEREAS, this agreement is intended to provide the Cities with staffing capacity to work with County staff, and service providers in their jurisdiction, to ensure effective response and coordination in the provision of homeless services. This agreement does not pass funds for service provision through the City of Tigard to manage with third-party service providers; and

WHEREAS, this agreement may also provide funding for homeless services capital projects in the Cities and funding for staff coordination to support these capital projects;

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **START AND END DATES**.
   This Agreement shall be effective when signed by all Parties and shall remain in effect for as long as SHS funding is available unless terminated earlier pursuant to Section 8 or extended further pursuant to Section 9.

2. **AGREEMENT DOCUMENTS**.

   This Agreement consists of this document and the following exhibit, which is attached and incorporated:
   - Exhibit A: Scope of Work

3. **RESPONSIBILITIES OF THE PARTIES**.

   3.1. The Cities' Responsibilities: As set forth in Exhibit A, the Cities will use the money to fund an FTE staff liaison position and for associated costs, and for capital project funding.

   3.2. County Responsibilities: As set forth in Exhibit A, County will assist the Cities with funding for an FTE staff liaison position and associated costs, and for potential capital project funding.

4. APPROPRIATIONS CLAUSE.

The obligations of the Parties are subject to appropriations by their respective governing bodies.

5. COMPLIANCE WITH APPLICABLE LAWS.

Each party shall comply with all applicable federal, state, and local laws, and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or handicap. In addition, each party agrees to comply with all local, state, and federal ordinances, statutes, laws, and regulations that are applicable to the services provided under this Agreement.

6. RECITALS.

The recitals above are incorporated herein as if fully set forth.

7. INDEPENDENT CONTRACTOR.

Each party is an independent contractor with regard to each other party and agrees that except as provided in Exhibit A, the performing party has no control over the work or the manner in which it is performed. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.

8. TERMINATION.

8.1. Termination for convenience. Washington County may terminate this Agreement, with or without cause and at any time, by providing six (6) months' written notice of intent to terminate to the other parties. The Cities of Sherwood, Tigard, and Tualatin, may each withdraw from this Agreement, with or without cause and at any time, by providing six (6) months' written notice of intent to withdraw to the other parties. If the City of Tigard provides a notice of intent to withdraw, the remaining parties will negotiate the possible assumption of the City of Tigard's responsibilities under this Agreement by another city.

8.2. Mutual Termination. This Agreement may be terminated immediately by mutual written agreement of all of the parties.

8.3. Termination for cause. Washington County may terminate this Agreement by reason of a default by any of the other parties, provided the procedures in this Section 8.3 have been followed. The Cities of Sherwood, Tigard, and Tualatin may each withdraw from this Agreement by reason of a default by any of the other parties. A

party is in default if it fails to fully abide by any of the terms of this Agreement. The terminating or withdrawing party, as applicable, shall provide the defaulting party with written notice of the event of default. The defaulting party shall have thirty (30) days to cure the default. Notwithstanding the foregoing, if the event causing default cannot be cured within the 30-day period, then the defaulting party shall not be in default if it commences good faith efforts to cure within the 30-day period, demonstrates continuous efforts to cure the event of default satisfactory to the other parties, and, within a reasonable period not to exceed one hundred eighty (180) days after the event of default, completes the cure of such event. If the City of Tigard provides a notice of intent to withdraw, the remaining parties will negotiate the possible assumption of the City of Tigard's responsibilities under this Agreement by another city.

9. **AMENDMENTS**.
Modifications to this Agreement are valid only if made in writing and signed by all parties. Notwithstanding the foregoing, the cities' respective city managers and the county administrator are granted authority to execute binding amendments to this Agreement to extend the term and to negotiate compensation commensurate with any such extension.

10. **INDEMNIFICATION**.
Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including their officers, agents, and employees, against all claims, demands, penalties, actions and suits (including the cost of defense thereof and all attorney fees and costs, through all appeals) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the acts or omissions of that party or its officers, employees, volunteers or agents, including any contractors hired or used by the indemnitor.

11. **ACTION, SUITS, OR CLAIMS**.
Each party shall give the others immediate written notice of any action or suit filed or any claim made against that party that may result in claims or litigation in any way related to this Agreement.

12. **INSURANCE**.
Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 to 30.274.

13. NO THIRD-PARTY BENEFICIARIES.

This Agreement is between the parties and creates no third-party beneficiaries. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless such third parties are expressly described as intended to be beneficiaries of its terms.

14. REMEDIES, NON-WAIVER.

The remedies provided under this Agreement shall not be exclusive. The parties shall also be entitled to any other equitable and legal remedies that are available. No waiver, consent, modification or change of terms of this Agreement shall bind the parties unless in writing and signed by all parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by a party of that or any other provision.

15. OREGON LAW, DISPUTE RESOLUTION AND FORUM.

This Agreement shall be construed according to the laws of the State of Oregon. The parties shall negotiate in good faith to resolve any dispute arising out of this Agreement. The parties shall attempt to informally resolve any dispute concerning any party's performance of the terms of this Agreement, or regarding the terms, conditions, or meaning of this Agreement. A neutral third party may be used if the parties agree to facilitate the resolution of a dispute. This Section is not intended to limit or restrict the use by a party of any remedies set forth in Section 14.

If the parties are unable to resolve any dispute within twenty-one (21) calendar days, the parties are free to pursue any legal remedies that may be available. Any litigation between the parties arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Washington County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.

16. ASSIGNMENT.

No party shall assign its rights or obligations under this Agreement, in whole or in part, without the prior written approval of the other party or parties.

17. SEVERABILITY/SURVIVAL OF TERMS.

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken. All provisions concerning indemnity survive the termination of this Agreement for any cause.

18. FORCE MAJEURE.

In addition to the specific provisions of this Agreement, performance by any Party shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the Party to be excused.

19. **INTERPRETATION OF AGREEMENT**.
This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The Section headings contained in this Agreement are for ease of reference only and shall not be used in construing or interpreting this Agreement.

20. **INTEGRATION**.
This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations, or communications of every kind on the subject.

21. **OTHER NECESSARY ACTS**.
The Parties shall execute and deliver to each other any and all further instruments and documents as may be reasonably necessary to carry out this Agreement.

22. **NOTICE**.
Except as otherwise expressly provided in this Agreement, any communications between the parties or notices to be given shall be given in writing by personal delivery or mailing with postage prepaid to Washington County or the cities of Tigard, Tualatin, and Sherwood at the addresses set forth below. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

For the City of Tigard: Name and Title: Kim Ezell, Program Manger Strategic Initiatives Address: 13125 SW Hall Blvd. Tigard, OR 97223 Telephone: (503) 278-0801	For the County: Jessi Adams, Homeless Services Capacity Programs Supervisor 161 NW Adams Ave, Ste 2000, MS 63 Hillsboro, OR 97124 Telephone: (503) 846-4794 Email: jessi_adams@washingtoncountyor.gov

Email: kim.ezell@tigard-or.gov	
For the City of Tualatin: Megan George, Deputy City Manager 18880 SW Martinazzi Ave., Tualatin, OR 97062 (503) 691-3065 mgeorge@tualatin.gov	For the City of Sherwood: Name and Title: Kristen Switzer, Assistant City Manager Address: 22560 SW Pine St Sherwood, OR 97140 Telephone: (503) 625-4234 Email:switzerk@sherwoodoregon.gov

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

24. ENTIRE AGREEMENT. This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

The foregoing is hereby agreed upon by the Parties and executed by the duly authorized representatives of the Parties.

FOR THE CITY OF TIGARD

By: _____
_____, Mayor

Date: _____

Approved as to form:

_____
City Attorney

FOR WASHINGTON COUNTY

By: _____
Marni Kuyl, Assistant County Administrator

Date: _____

Approved as to form:

_____
Jacquilyn E. Saito, Senior Assistant County Counsel

FOR THE CITY OF TUALATIN

By: _____
_____, Mayor

Date: _____

Approved as to form:

_____
City Attorney

FOR THE CITY OF SHERWOOD

By: _____
_____, Mayor

Date: _____

Approved as to form:

_____
City Attorney

EXHIBIT A - SCOPE OF WORK

The Cities of Tigard, Tualatin, and Sherwood (the "Cities") agree to the following scope of work and allowed uses as they relate to funding provided by Washington County ("County") under this Agreement.

1. <u>Homeless Services System City Liaison staff position</u>

1.1 County will fund the City of Tigard $200,000 per fiscal year for the purposes of a designated 1.0 full time equivalent (FTE) staff position and other associated costs, to serve as a Homeless Services System City Liaison. The County intends to provide funds annually to ensure ongoing support for this function as long as SHS funds are available. Funding will remain at $200,000 for the first three years of this agreement (FY2023-24, FY2024-25, and FY2025-26); the annual funding amount will be renegotiated by mutual agreement in subsequent years.

1.2 The staff position works in coordination with the Washington County Department of Housing Services staff, the Cities of Sherwood, Tigard, and Tualatin, other city homeless services system city liaisons, and community-based service providers.

1.3 The position will work in coordination with city services including community engagement, law enforcement, fire and rescue, libraries, neighborhood associations or Community Participation Organizations (CPOs), public works, parks, utility providers, and other departments and institutions that are engaged in issues relating to homelessness to address programmatic, communications, and community needs.

1.4 The position will support relations with key stakeholders including neighborhood associations, business associations, advisory bodies, local elected officials, and other groups that are engaged in issues of homelessness, and lead communications when desired to provide educational opportunities to the community to better understand homelessness.

1.5 The general role of this position is to support coordination of services, provide clear information about homelessness and the service system, and help to identify local issues that can be resolved between parties through coordination.

1.6 Distribution of FTE capacity

1.6.1 The FTE will provide homeless coordination activities for the Cities such as:

a. Public relations and communication with business partners, law enforcement, libraries, neighborhood associations or CPOs, public works, parks, utility providers, etc.;

b. City services coordination, support, and education to address homelessness and understand homeless service provision, including coordination with law enforcement, libraries, neighborhood associations or CPOs, public works, parks, utility providers, etc.;

c. Coordination and support on site identification and related community engagement for new homeless services to be located in the Cities;

d. Coordination of the Cities' participation in the annual Point in Time (PIT) Count;

d. City Council and City Manager communications and coordination; and

e. Other homeless-related coordination activities for the Cities as needed.

1.6.2 The FTE will also provide coordination activities in support of homeless services funded by Washington County's Department of Housing Services, such as:

a. Service provision planning and advising at the system level with County staff for new shelter, access centers, or other homeless service programming;

b. Addressing challenges with local service providers regarding quality of care or other program challenges;

c. Participating in services coordination meetings with County staff and local service providers;

d. Conducting local analysis of systems gaps and service delivery opportunities to inform system planning and investment strategies with the County staff;

e. Participating in system coordination meetings with other city homeless services system liaisons and County staff, and advisory bodies; and

f. Other coordination activities with the County Homeless Services System as identified.

2. Supervision of Liaison and Work Equipment to be Provided by Each City

2.1 The City of Tigard is the Liaison's employer and is responsible for overall assignment of the Liaison. However, the Cities of Sherwood and Tualatin will each assign a primary point-of-contact for the Liaison. The primary point-of-contact will be responsible for on-boarding the Liaison into the individual City's systems, act as an internal resource, and report on the Liaison's performance periodically to the City of Tigard. The City of Tigard shall exercise sole discretion regarding discipline of the Liaison.

2.2 The Liaison will work the City of Tigard's default schedule – 10 hours a day, four days a week, Monday to Thursday. During the on-boarding period the Liaison may be

required to be in-person for training and other on-boarding activities. After the on-boarding period, the Liaison will be remote, except as required.

The Liaison will provide coordination activities to the City of Tigard approximately 50%, Tualatin 25% and Sherwood 25% of the time, with the understanding that this distribution may vary as needed.

2.3 The following will be provided for use by the Liaison:

a. A computer, cell phone, and an email address will be issued to Liaison by the City of Tigard.

b. Tualatin and Sherwood will issue necessary IT credentials. The Cities will coordinate how the Liaison will access all systems. Liaison shall comply with each City's respective acceptable use policy.

c. Each City will issue building access credentials to the Liaison and each City will provide office space for the Liaison when the Liaison is required to be on-site.

d. Each City will provide City-owned vehicles for use by the Liaison, when required.

3. Potential funding for capital projects

3.1 Additional funding may be distributed through this agreement for the purposes of supporting capital projects in the Cities that will be dedicated for the provision of homeless services.

3.2 Funding may include both capital investments and staff coordination capacity needed to support the project.

3.3 Funding will be determined per project for both the capital and staff capacity support, be provided as one-time funding, and be fully described in an amended scope of work to this agreement. Each scope amendment will include funding amount, estimated timeline, and role definition for the Cities and County staff related to that project.

3.4 When a potential project is identified, each of the individual Cities and County Department of Housing Services staff will work together to determine that the project is fit for funding through this agreement. This process will include:

a. Determination that the project is eligible for Supportive Housing Services funding as determined by Metro's work plan for SHS revenue, and consistent with the County's Local Implementation Plan.

b. Determination that the project is consistent with geographic equity and distribution of services across the County.

c. Demonstration of joint support for the project from the Cities and County leadership.

d. Determination that the capital project's budget is adequate and fully funded to ensure final delivery of the project.

e. Identification of funding commitments to fully manage long-term program and building operations.

f. Agreement on capital grant and project coordination costs to be funded through this agreement.

4. Evaluation and reporting

4.1 Reporting and program evaluation elements of this partnership are intended to demonstrate the value of the partnership and identify opportunities for system improvement. Evaluation and reporting activities will be intentionally constrained to ensure that undue burden is not created for staff responsible for this coordination agreement.

4.2 Upon commencement of the agreement, the Cities and Department of Housing Services staff, in partnership with other city liaisons, will work together to develop a reasonable reporting template to define an annual narrative and program outcomes report. This template can be amended annually as the parties seek continued process improvements through learned experience.

4.3 Annual reporting and evaluation process:

a. The Cities will each provide a narrative report describing the coordination activities that were achieved through this agreement by September 30 for the previous fiscal year (e.g., a narrative report for FY2024-25 will be due by Sept 30, 2025).

b. The Department of Housing Services will provide each of the Cities with annual outcomes data from the Homeless Management Information System (HMIS) to describe impact of services provided in the Cities by September 30 for the previous fiscal year (e.g., outcomes data for FY2024-25 will be due by Sept 30, 2025).

c. The parties will co-present these annual reports and findings to the Washington County Homeless Services advisory body and may also present to each of the

Cities' City Council, and the Washington County Board of County Commissioners, or other stakeholders as deemed mutually appropriate by the parties.

d. The parties will convene at least annually to evaluate program outcomes and make recommendations for system improvements in April-May of each year, in advance of the County budget and work plan cycle.

e. The parties will convene at least annually to review outcomes of this Homeless Services System City Liaison program to make recommended changes and improvements to this scope of work and overall contractual partnership.

f. The Cities may request a report of program outcomes or provider evaluation data from HMIS to evaluate the quality of services in the local community at any time of the year. Department of Housing Services staff will make every effort to provide data as appropriate and deliver the data in a reasonable time frame.

AIS-5447 **7.**

Business Meeting

Meeting Date: 03/26/2024

Length (in minutes): 75 Minutes

Agenda Title: Houselessness and Safe Lots

Authored By: Kim Ezell

Presented By: Strategic Initiatives Program Manager Kim Ezell and Beaverton Community Services Program Administrator Megan Cohen

Item Type: Update, Discussion, Direct Staff

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

Presentation on the County-wide response to houselessness, Tigard's continued investment in reducing houselessness, and the proposed Safe Parking program fundamentals and next steps.

ACTION REQUESTED

Council is asked to provide direction and feedback on the proposed Safe Parking program.

BACKGROUND INFORMATION

In 2023 Council adopted the goal to "Reduce Houselessness" and specified creating shelter and transitional housing with wrap-around services as the key strategy City teammates should direct work towards. Since then, Tigard has invested in the Bridge to Home family shelter, increased internal expertise, created guidelines about where, when, and how community members may camp outside, and provided additional amenities on City property.

The last year of investment is the latest in Tigard's history of creating an attractive environment for affordable housing development, shelter construction, and service provision.

Looking ahead, Tigard wants to continue the work toward reducing houselessness through a Safe Parking program that will give people who are sleeping in their cars a safe place to sleep at night and access to housing resources. The program is specifically targeting community members who do not have substance-use disorders, maintain ownership and maintenance of their vehicle, and are actively working toward stabilizing their lives.

The City of Tigard and area churches are actively working toward establishing Safe Parking lots at their locations. This presentation will help illustrate what Safe Parking's role is in the wider houselessness system, what the program would entail, how the City would safekeep the integrity of surrounding neighborhoods, and the next steps in the process.

ALTERNATIVES & RECOMMENDATION

N/A

ADDITIONAL RESOURCES

Beaverton Safe Parking Program webpage including outcomes for years 1-4 of the program
-- https://www.beavertonoregon.gov/378/Safe-Parking-Program
Tigard Safe Parking Program webpage
-- https://www.tigard-or.gov/community-support/housing/safe-parking
Washington County Supportive Housing Services program reporting
-- https://www.washingtoncountyor.gov/housing/supportive-housing-services/plans-and-reports
Center for Addiction Triage and Treatment webpage
-- https://www.washingtoncountyor.gov/behavioral-health/center-addictions-triage-treatment

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Attachments

Response to Houselessness



City *of* Tigard

Response to Houselessness

Council Presentation

March 26, 2024

TIGARD

Agenda

1	**Houselessness Response: County-wide coordination**
2	Safe Parking
3	Safe Parking Examples in Oregon
4	Next Steps in Tigard

COMMUNITY PROMISE

The lens through which we will evaluate and implement all our actions.

EQUITY
WE will ensure just and fair inclusion where all can participate, prosper, and reach their full potential.

ENVIRONMENT
WE will embrace sustainability to improve our natural resources and the livability of our community.

ECONOMY
WE will be responsible stewards of the community's financial resources entrusted to us.

ENGAGEMENT
WE will involve all voices in our community while building trusting relationships.

EXCELLENCE
WE will set high standards and strive to exceed community expectations.

Reduce Houselessness



Council Goal Desired Outcomes

- Available transitional housing
- Wrap around services secured through partners
- City support to the business community to offset impacts

Tigard Investment

Early 2023

- Set Council Goal to Reduce Houselessness
- Hired Program Manager to lead houselessness response
- Invested $1M in Family Promise hotel purchase

Mid-2023

- Created Focused Patrol Officer position
- Established Time, Place, Manner guidelines
- New public porta-potties and trash cans on city property

Late 2023

- Updated Time, Place, Manner
- Created Business Sustainability Fund with Chamber of Commerce

Early 2024

- Received federal earmark for CSO dedicated to houselessness response
- IGA with Washington County to hire Program Coordinator for houselessness response

Looking ahead

- Hiring CSO and IGA funded positions
- Beginning Safe Parking program

Tigard: An equitable community that is walkable, healthy, and accessible for everyone.

TIGARD

Supportive Housing Services (SHS)

Coordinated County-wide **system of care** working to end homelessness

Funded primarily by Metro Supportive Housing Services tax – **Roughly $70 million/year**

Also funded by Governor's Executive Order ($8M), HUD Grant ($4.5M), and Washington County Public Safety Levey ($2M)

Currently in the **third year of the program**

Five Key Strategies for Reducing Houselessness

Reducing inflow of houselessness	1. Affordable Housing
	2. Eviction Prevention
	3. Addiction Treatment and Support
Reconnecting people with stable housing	4. Housing Programs
	5. Emergency Shelter

1. Affordable Housing

Root cause of houselessness in Oregon

Current housing **deficit of 70,171 units** in Portland Metro Area. Greatest need is in lower income bands

Tigard contributed over $9 million in SDC exemptions, funding, and land donation to support construction of **595 units in Tigard** over the last five years

$192 million Regional Affordable Housing Bond for Washington County **created (or is in process) 875 units** from 2021-2026

Plus $400,000 local tax abatements to **support 721 existing affordable housing units** over the last five years

2. Eviction Prevention

Funded by SHS with several community organizations distributing need

$3.8 million in contracted capacity last year supported **over 400 households retaining housing**

Family Promise of Tualatin Valley in Tigard is one contracted provider that offers rental assistance to households in need

The cost to prevent an eviction is much less than the cost to rehome a household after eviction

Recent data suggests 44% of Americans cannot cover a $1,000 emergency expense in cash

3. Addiction Treatment and Support

Center for Addictions Triage and Treatment (CATT) coming in 2025

Funded by combination of Federal, State, County, and Local funds – including Tigard's opioid settlement funds

Beaverton – Intensive Services Building

- Residential Treatment
- Sobering
- Withdrawal Management
- Transitional Services

Hillsboro – Community Services Building

- Peer Drop-in Center
- Outpatient Substance Abuse Disorder Treatment
- Crisis Services/Walk-in Center
- Health Related Supports

4. Housing Programs

CoC Funded Grant Program	Rapid Rehousing	Permanent Supportive Housing
• Pays for deposit and three months rent	• Assistance for up to two years	• 10+ years assistance



Level of support

4. Housing Programs: Rapid Rehousing

The goal is for program participants to be **self-sufficient in 1-2 years**

Case managers emphasize budgeting, goals, education, and job skills with clients

230 households housed last year with this program and goal is 400 this year

4. Housing Programs: Permanent Supportive Housing

Highest threshold for enrollment

- Chronically homeless and
- Has a disabling condition or
- Over 55

Client pays 30% of income for rent and utilities – program pays the remainder

4. Housing Programs: Permanent Supportive Housing

Pairs client with case manager who work with them on:

- Unit search
- Furnishing apartment
- Enrolling in SSI/SSDI
- Healthcare needs
- Work force training, hiring, management
- General transition

4. Housing Programs: Permanent Supportive Housing

636 households housed last year and goal is 500 more this year

2 project-based sites with on-site staff and case management for 84 units, 28 units planned in a third location this year

5. Emergency Shelter

Non-population specific

Congregate Shelter – 110 beds

- 20 beds in Tigard, growing to 60 beds in 2024

Pod Shelter – 90 pods

Just Compassion
East County Washington
Be Seen. Be Heard. Be Known.

5. Emergency Shelter

Population specific

Family Shelter – 105 households

- About 75 households in Tigard

Motel Shelter – 65 units

- Case depending units in Tigard

Veteran Shelter – 58 beds

Bridge Shelter – 50 rooms

Youth Shelter – 12 beds

Domestic Violence Shelter – 9 rooms

FamilyPromise of Tualatin Valley

Good Neighbor Center

Supporting and Empowering Families

5. Emergency Shelter

High-barrier

Safe Parking – 15 households all in Beaverton

Fills a gap for those who:

- Have lost housing due to circumstances outside of their control
- Don’t qualify for population specific shelter or are on a waitlist
- Have a vehicle they own and are staying in temporarily
- Do not have a substance use disorder

5. Emergency Shelter

Congregate Shelter	Pod Shelters	Specialty Shelters
• Low Barrier • Non-population specific • Highly stressful environment	• Low Barrier • Non-population specific • In-demand with long waiting list	• Low to high barrier • Population specific

Exclusivity

5. Emergency Shelter

Congregate Shelter	Pod Shelters	Safe Parking	Specialty Shelters
• Low Barrier • Non-population specific • Most stressful environment	• Low Barrier • Non-population specific • In-demand with long waiting list	• High barrier • Non-population specific	• Low to high barrier • Population specific • Can have lengthy wait-lists

Exclusivity

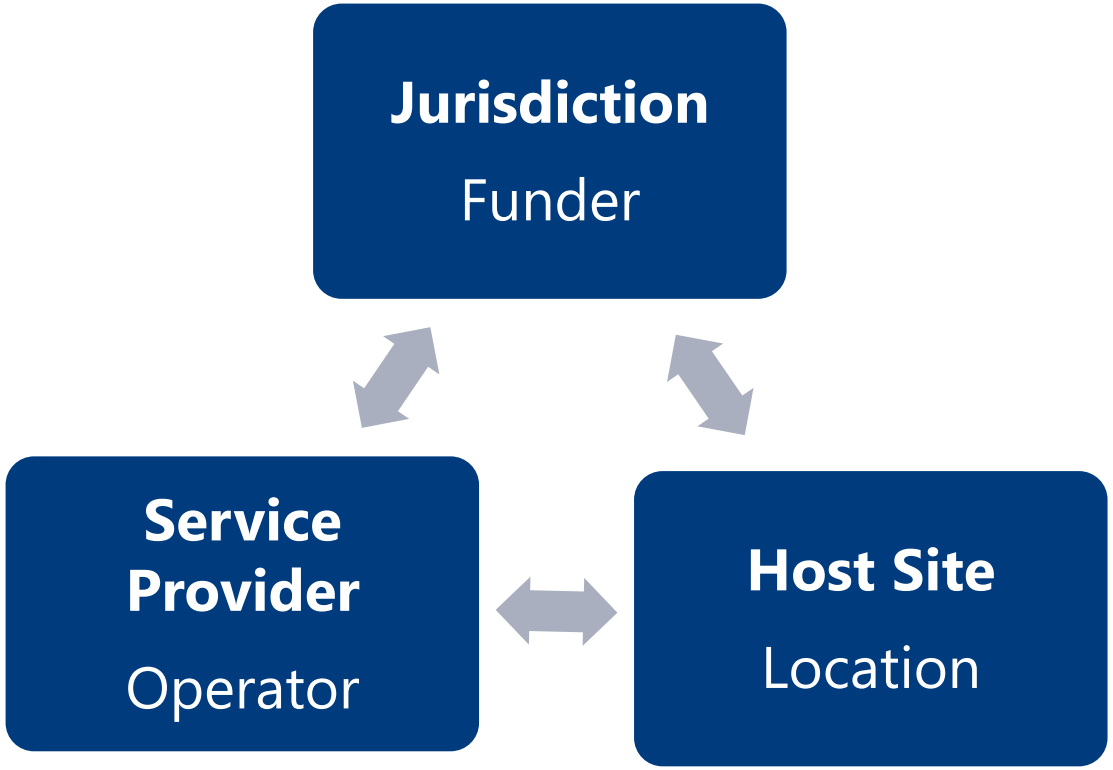
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What is Safe Parking

- Small number of households, generally 3-8, living in their vehicles at a designated location
- All guests are background checked for histories of sexual or person-on-person crimes
- Guests must work with a case manager on a plan toward stable housing
- Guests much follow the code of conduct for the site
- Bathroom, hand-washing station, and storage on-site
- No tolerance drug and alcohol use policy

The Safe Parking Model



The Ideal Safe Parking Location

- **Donated.** Host sites are not compensated for their parking lot space
- **Low to moderate parking lot use.**
- **Privacy** from neighbors and street
  - Site improvements like fencing may be required
- Roughly **8 parking spaces** that can be designated 24/7 for the program

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Case Study: Beaverton, OR

5 Safe Parking locations

- 3 churches
- 2 government owned lots

Total of 15 spaces

- From 2019-2023, **173** individuals were served, with **65%** transitioning into housing from the program.

Beaverton, OR: Client Story

"I was in the program for a little over a year after fleeing a domestic violence situation. I am disabled and on a fix income. I couldn't afford anything in Beaverton, and it was difficult knowing and accepting that perhaps I would have to move into another city to be able to find a place. With the hard work of my case manager and other partners, I was able to obtain a housing voucher and was able to transition into a new place and stay in Beaverton."

Beaverton, OR: Program Highlights

- Partnership with Beaverton Police Department for **referrals and problem solving**
- **Stability and access to resources** such as: shelters, housing, employment, SSI/SSDI, and healthcare
- **Program rules** focus on behavior and working towards individual goals
- Host sites create a relationship with their guests and the sites have **reduced calls to the police** with the program in place

Case Study: Redmond, Oregon

7 Safe Parking locations

- 2 churches
- 1 business
- 2 service organizations
- 2 vacant government owned lots

Total of 29 spaces – serving **40-60 individuals**

Redmond, Oregon: Lessons Learned

Essential components for a successful program:

- Cameras that stream remotely
- No unauthorized guests
- Prohibition on drug and alcohol use
- Garbage service and porta-potties
- Staff time to prevent hoarding behaviors
- Handbook with neighbor and safety rules

Redmond, Oregon: Observations

Program guests serve as **informal neighborhood watch**

- They value their safety and are first to alert staff of problems

Night security is not necessary and prohibitively expensive – never used it

Most property owners are surprised by **how quietly these sites operate**

No increased calls to law enforcement

Redmond, Oregon: Observations

No testing needed for drug/alcohol use

- Behaviors surrounding addiction become apparent by breaking rules like having visitors and making noise during quiet hours

Would support up to 8 vehicles on one lot without on-site management

Recommend at least **1 staff member to 25 individuals or 15 households**

Average stay is 4-6 months

Redmond, Oregon: Outcomes

Last year 96 people were served –

- 30 went to positive destinations (permanent housing, family property, addiction treatment, or transitional housing/shelter
- 14 exited unsuccessfully
- 52 remain in place and working towards goals

68% success rate!

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Locations in Tigard

Two potential church locations

- Christ the King Lutheran
- Unnamed church

Exploring City-owned parking lot option

Communications Plan: Part 1

One-on-one conversations with immediate neighbors of location

Public information sessions

Workshop with site partners, neighbors, others to get feedback for Neighbor Agreement

Communications Plan: Neighbor Agreement

Specific location in lot for vehicles and amenities

Any necessary **site improvements** – fencing, cameras, etc

Plan for exiting guests who do not follow the site code of conduct

Contact person for bringing concerns about the site

Communications Plan: Part 2

Public meeting for feedback on draft Neighbor Agreement

Nearby neighbors notified of site opening and final Neighbor Agreement

3-6 months after opening – public session for feedback about site operations

Resources

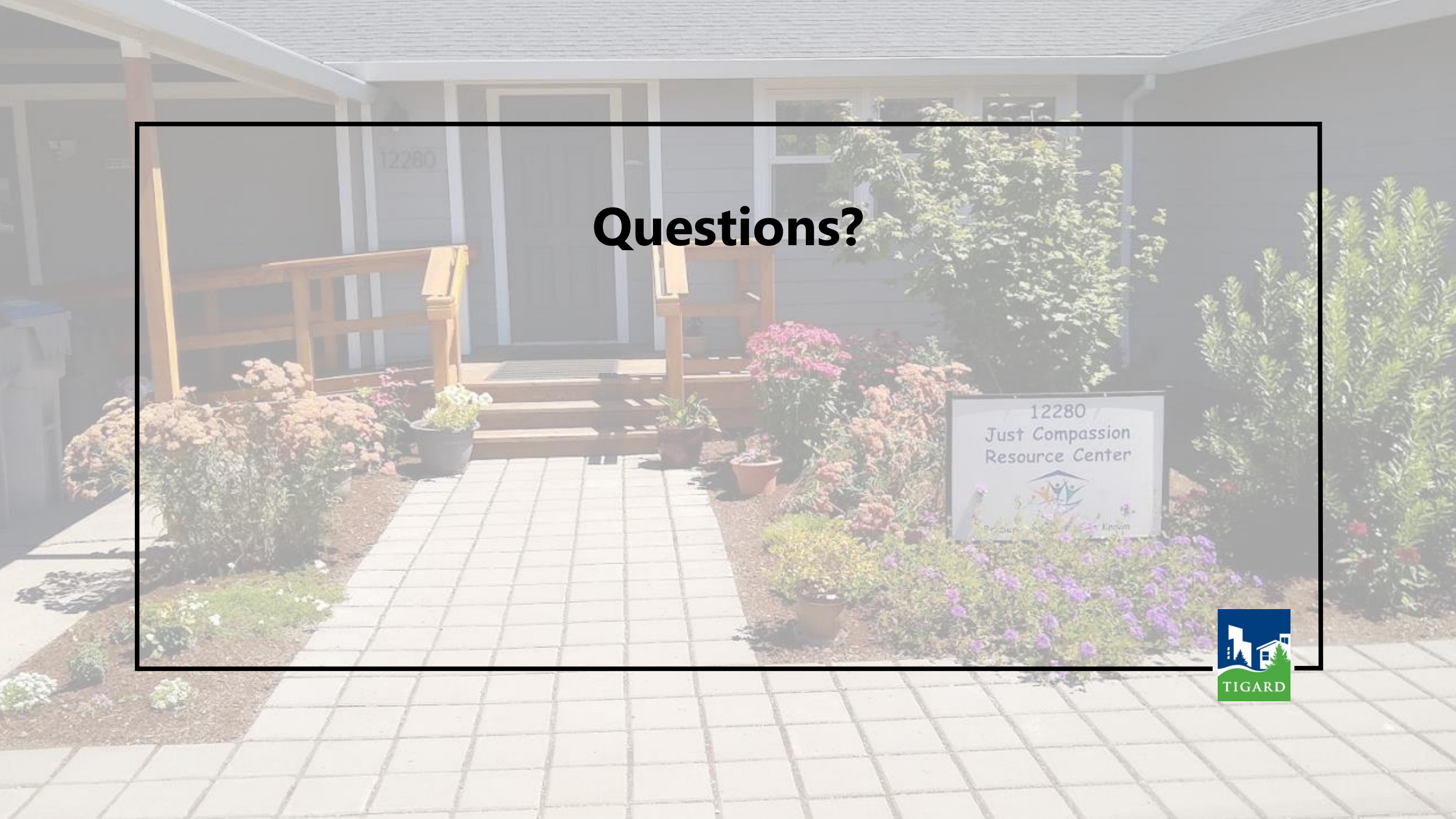
Total cost for three locations is about $95,000

- $30,000 is funded by Community Development Block Grant awarded to Just Compassion for Safe Parking in Tigard
- Remaining $65,000 would be funded by the City of Tigard

Primary cost driver is one Case Manager to vet potential guests, manage site, and work with guests on their housing plans

Next Steps

1. Explore City-owned lots and begin neighbor contact
2. Explore other community locations and begin neighbor contact
3. Continue communication plan with Christ the King site – with a tentative plan to open the location three months after first successful site opens



Questions?