



Home of the Tualatin River National Wildlife Refuge

CITY COUNCIL MEETING PACKET

FOR

Tuesday, January 21, 2025

**Sherwood City Hall
22560 SW Pine Street
Sherwood, Oregon**

5:45 pm City Council Work Session

7:00 pm City Council Regular Meeting

**URA Board of Directors
(Following the regular City Council meeting)**

This meeting will be live streamed at
<https://www.youtube.com/user/CityofSherwood>



Home of the Tualatin River National Wildlife Refuge

5:45 PM CITY COUNCIL WORK SESSION

1. **Annual Housing Report**
(Eric Rutledge, Community Development Director)
2. **Washington County Supportive Housing Services Annual Report** (Kristen Switzer, Assistant City Manager)

7:00 PM REGULAR CITY COUNCIL SESSION

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF AGENDA**
5. **CONSENT AGENDA**
 - A. **Approval of January 7, 2025, City Council Meeting Minutes** (Sylvia Murphy, City Recorder)
 - B. **Resolution 2025-008, Authorizing the City Manager to Execute a Construction Contract for the Schamburg Drive Street, Storm, and Sanitary Rehabilitation Project** (Rich Sattler, Interim Public Works Director)
 - C. **Resolution 2025-009, Authorizing the City Manager to enter into an Intergovernmental Agreement with Clean Water Services for the Design Phase of the Rock Creek Sanitary Sewer Upgrade Phase B project** (Rich Sattler, Interim Public Works Director)
 - D. **Resolution 2025-010, Authorizing the City Manager to Sign the Broadband Deployment Program Grant Agreement** (Brad Crawford, IT Director)
 - E. **Resolution 2025-012, Appointment of City Council Liaison Assignments**
(Craig Sheldon, City Manager)
6. **CITIZEN COMMENTS**
7. **PRESENTATIONS**
 - A. **Korean Eagles Taekwondo National Touring Team** (Mayor Rosener)
8. **PUBLIC HEARING**
 - A. **Resolution 2025-011, Adopting a Supplemental Budget for fiscal year 2024-25 and making appropriations** (David Bodway, Finance Director)

9. CITY MANAGER REPORT

AGENDA

SHERWOOD CITY COUNCIL January 21, 2025

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7:00 pm City Council Regular Session

**URA Board of Directors Meeting
(Following the Regular Council Meeting)**

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22560 SW Pine Street
Sherwood, OR 97140**

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10. COUNCIL ANNOUNCEMENTS

11. ADJOURN to URA BOARD OF DIRECTORS MEETING

How to Provide Citizen Comments and Public Hearing Testimony: Citizen comments and public hearing testimony may be provided in person, in writing, or by telephone. Written comments must be submitted at least 24 hours in advance of the scheduled meeting start time by e-mail to Cityrecorder@Sherwoodoregon.gov and must clearly state either (1) that it is intended as a general Citizen Comment for this meeting or (2) if it is intended as testimony for a public hearing, the specific public hearing topic for which it is intended. To provide comment by phone during the live meeting, please e-mail or call the City Recorder at Cityrecorder@Sherwoodoregon.gov or 503-625-4246 at least 24 hours in advance of the meeting start time in order to receive the phone dial-in instructions. Per Council Rules Ch. 2 Section (V)(D)(5), Citizen Comments, "Speakers shall identify themselves by their names and by their city of residence." Anonymous comments will not be accepted into the meeting record.

How to Find out What's on the Council Schedule: City Council meeting materials and agenda are posted to the City web page at www.sherwoodoregon.gov, generally by the Thursday prior to a Council meeting. When possible, Council agendas are also posted at the Sherwood Library/City Hall and the Sherwood Post Office.

To Schedule a Presentation to the Council: If you would like to schedule a presentation to the City Council, please submit your name, phone number, the subject of your presentation and the date you wish to appear to the City Recorder, 503-625-4246 or Cityrecorder@Sherwoodoregon.gov

ADA Accommodations: If you require an ADA accommodation for this public meeting, please contact the City Recorder's Office at (503) 625-4246 or Cityrecorder@Sherwoodoregon.gov at least 48 hours in advance of the scheduled meeting time. Assisted Listening Devices available on site.



SHERWOOD CITY COUNCIL MEETING MINUTES
22560 SW Pine St., Sherwood, Or
January 7, 2025

EXECUTIVE SESSION

1. **CALL TO ORDER:** The meeting was called the meeting to order at 6:16 pm.
2. **COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Taylor Giles, Keith Mays, Renee Brouse, Dan Standke, and Doug Scott.
3. **STAFF PRESENT:** City Manager Craig Sheldon, Assistant City Manager Kristen Switzer, and Interim City Attorney Sebastian Tapia.

4. **TOPIC:**

A. ORS 192.660(2)(e), Real Property Transactions

5. **ADJOURN**

The executive session was adjourned at 6:30 pm and a URA work session was convened. See URA Board of Directors meeting records.

REGULAR SESSION

1. **CALL TO ORDER:** Mayor Rosener called the meeting to order at 7:00 pm.
2. **COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Taylor Giles, Keith Mays, Renee Brouse, Dan Standke, and Doug Scott.
3. **STAFF PRESENT:** City Manager Craig Sheldon, Assistant City Manager Kristen Switzer, Interim City Attorney Sebastian Tapia, Interim Public Works Director Rich Sattler, IT Director Brad Crawford, Police Chief Ty Hanlon, HR Director Lydia McEvoy, Community Development Director Eric Rutledge, Economic Development Manager Erik Adair, Finance Director David Bodway, and City Recorder Sylvia Murphy.

4. **APPROVAL OF AGENDA:**

MOTION: FROM COUNCIL PRESIDENT YOUNG TO APPROVE THE AGENDA. SECONDED BY COUNCILOR BROUSE. MOTION PASSED 7:0; ALL MEMBERS VOTED IN FAVOR.

Mayor Rosener addressed the next agenda item.

5. NEW BUSINESS:

A. Swearing In of City Council Newly Elected Officials

Municipal Judge Jack Morris administered the Oath of Office to the newly elected Mayor Tim Rosener and City Councilors Kim Young, Renee Brouse, and Dan Standke.

Mayor Rosener addressed the next agenda item.

B. Selection of Council President

Mayor Rosener explained that it was time to elect a Council President for the new year and asked for nominations. Councilor Young was nominated by Councilor Scott. Councilor Mays seconded the nomination. Councilor Young accepted the nomination. Mayor Rosener called for a roll call vote, and with a 7:0 vote, Councilor Young was elected Council President.

Mayor Rosener addressed the next agenda item.

6. CONSENT AGENDA:

- A. Approval of December 17, 2024, City Council Meeting Minutes**
- B. Resolution 2025-001, Amending the City of Sherwood Home Rule Charter as approved by the City Electors at the November 5, 2024 General Election**
- C. Resolution 2025-002, Adopting the American with Disabilities Act (ADA) Title II Self-Evaluation and Transition Plan**
- D. Resolution 2025-003, Establishing a Biennium City Budget cycle beginning in fiscal years 2025-27**
- E. Resolution 2025-004, Appointing the Budget Officer for Fiscal Years 2025-27**
- F. Resolution 2025-005, Authorizing the City Manager to Apply for an ODOT Transportation Infrastructure Bank Loan for SW Ice Age Dr. in an Amount Not to Exceed \$5,000,000**
- G. Resolution 2025-006, Authorizing the City Manager to Apply for Two Business Oregon Special Public Works Fund Loans for SW Ice Age Dr. in an amount not to exceed \$15,000,000**
- E. Resolution 2025-007, Adopting Rules of Procedure for City Council**

MOTION: FROM COUNCILOR BROUSE TO APPROVE THE CONSENT AGENDA. SECONDED BY COUNCILOR SCOTT. MOTION PASSED 7:0; ALL MEMBERS VOTED IN FAVOR.

Mayor Rosener addressed the next agenda item.

7. CITIZEN COMMENT:

There were no citizen comments and Mayor Rosener addressed the next agenda item.

8. PRESENTATIONS:

A. Washington County Sheriff's Annual Update

Washington County Sheriff Caprice Massey and Washington County Undersheriff John Koch came forward and presented the "Washington County Sheriff's Office Updates" PowerPoint presentation (see record, Exhibit A). Sheriff Massey reported that the Washington County Sheriff's Office managed the county's only jail, provided county-wide services for 616,000 residents and they were the primary first responders for rural, urban unincorporated residents and contract partners. She reported that Washington County was the safest major urban county in Oregon. She provided an overview of the Washington County Sheriff's Office mission and values on page 3 of the presentation. She stated that the Sheriff's Office mission was "conserving the peace through value driven services" and stated they accomplished that by doing their best, doing the right thing, and treating others the way you want to be treated. She provided an overview of their strategic goals and reported that they were currently developing a strategic plan through 2035. Sheriff Massey explained that Oregon Revised Statute Chapter 206 outlined the requirements, roles, and expectations of the Sheriff and outlined that the Sheriff's Office was also responsible for: providing security for State and Justice Courts; search and rescue, operations of the County Jail; execution of civil process and court orders; execution of all warrants; process, issue, deny and revoke concealed handgun licenses; and enforcement of laws on waterways. She referred to the 2023 WCSOA Annual Report that was provided to the Council (see record, Exhibit B). Sheriff Massey spoke on the management of the Washington County jail and reported that it was the second smallest jail per 1,000 residents in Oregon and had 572 beds but noted that only 388 beds were available due to staffing shortages. She reported there were 14,093 bookings in 2023. She explained that they had lifted many of their booking restrictions and they were building a pre-trial release program to help remove people from the original location where a crime had been committed and out on a release agreement or with electronic monitoring. She reported that the Washington County Sheriff's Department had recently received a \$750,000 grant to expand their pre-trial release program over the next three years and noted that the program would require collaboration with local city partners. Sheriff Massey outlined that due to the age of the jail, the facility was experiencing ongoing maintenance issues and reported that with the help of the County, their CAO and County Commissioners, the jail was receiving much needed updates and noted that the project would be complete in 2026. She reported a new courtroom was also being constructed in the Washington County Law Enforcement Center. Council President Young asked if there were certain criteria people must meet for the pre-trial release program and Sheriff Massey replied that was correct. She explained that ultimately, it was up to the judge to determine who was eligible to be released on what charge. She continued that the Washington County Sheriff's Office and a team of Court Release Officers would work together to administer the program. Councilor Brouse referred to the staffing shortage and asked how the monitoring program would be impacted. Sheriff Massey explained that the staffing shortage would not impact the monitoring program because those staff were already in place and commented that they would continue their recruitment efforts to be fully staffed. Councilor Brouse asked if the new Family Justice Center would have space for staff. Sheriff Massey replied that the center would house staff, which they had now, and when it transitioned over to the Family Peace Center, staff would follow. Councilor Mays asked if once the jail refurbishments were completed, was the goal to have all of the units fully staffed. Sheriff Massey replied that her goal was to have them staffed before the refurbishments were complete and commented she was optimistic that she would be able to do so. Washington County Undersheriff John Koch stated that it was fortunate that all the municipalities within Washington County worked so well with the County. He explained that public safety required them to respond to complex situations on a daily basis, which was only possible by pooling resources. He spoke on the Mental Health Response Team (MHRT) and reported the program was launched in 2011 and paired together a deputy and a Master's level mental health clinician. He outlined that as a team, there was more opportunities for on-scene problem-solving, which minimized the risk of a situation escalating and often helped those in crisis get medical attention instead of being taken to jail. He

reported that the MHRT had been very successful, and they now had eight teams working seven days a week and responded to over 2,000 calls per year. Councilor Mays asked if the program was currently “right-sized” and Undersheriff Koch replied that there would always be a bigger demand throughout the County, and funding and staffing were a large piece of that. He commented that he felt that the MHRT was currently providing a good level of service during peak hours. Councilor Scott asked if there were enough MHRTs to provide 24-hour coverage and Undersheriff Koch replied they did not have enough teams to provide 24-hour coverage. Councilor Scott asked how many teams would be needed to provide 24-hour coverage and Undersheriff Koch replied they would likely need twice the number of teams they currently had. He explained that the calls for service during peak hours did not necessarily warrant full-time staff and stated that their current model ensured that staff was available 7-days a week at different hours based on need. Councilor Scott asked if the 2,000 calls per year were calls specifically for the MHRT or were they routine calls. Undersheriff Koch replied that the 2,000 calls were exclusively for the MHRT and explained that when teams were not on calls, they were able to assist district cars on other calls for service. Councilor Scott asked how many calls were the MHRTs unable to respond to due to staffing shortages and Undersheriff Koch replied that it was one of those issues where there would always be calls for the service. He provided an overview of the Westside Interagency Narcotics (WIN) team on page 9 of the presentation. He reported that the WIN assisted Homeland Security Investigations in the seizure of 1.4 metric tons of liquid heroin in Washington County. He stated that the WIN also tracked Narcan deployments and Councilor Brouse asked how much Narcan was used and Undersheriff Koch replied that he did not have that number but deployment of Narcan was declining because more people were carrying Narcan with them. Councilor Standke asked if Washington County or Washington County Sheriff’s Office received any of the federal opioid settlement money and Undersheriff Koch replied that they would receive some settlement money, but he did not have the information on what those funds would be utilized for. Mayor Rosener asked if they also received funds from seizures and Undersheriff Koch replied that was correct and explained that the WIN team was funded in a variety of ways, including seizures. He provided an overview of Washington County’s interagency teams which included: Tactical Negotiations Team (TNT), Crisis Negotiation Unit (CNU), Remote Operated Vehicle Team (ROVT), and Incident Management Team (MIT). Mayor Rosener spoke on the increased use of drones as first responders by some communities and asked if that was something the County was considering. Undersheriff Koch replied that some conversations had been had with some Chiefs of police, but there were costs associated with creating that type of program. He clarified that the Washington County Sheriff’s Office used drones in community safety situations where they would previously send in dogs and people, they could now use drones and robots to ensure the safety of their officers. He added that they also used drones in search and rescue operations. Sheriff Massey recapped their plans for the upcoming year and outlined that they planned for their facility to be under construction for all of 2025. She reported they were currently working with an outside contractor to complete a jail capacity study which would estimate the anticipated population growth between now and 2055, and include potential necessary facility, staffing, and program expansions. Councilor Giles referred to the outside consultant performing the study and asked for clarification. Sheriff Massey explained that it was an outside company assessing what the future needs of the jail were, and they had expertise in corrections. She clarified that Matrix Consulting, the company performing the study, did not have attachments to a prison or correctional environment. Councilor Giles stated he was interested in what the motivation was for Washington County to improve or change its prisons and asked how much freedom the County had to make any changes. Sheriff Massey explained that it was up to individual counties to decide what services they wanted to provide. She stated that her motivation was the best practices for the success of the person leaving custody. She stated her goal was to provide a place: that was less institutional without sacrificing safety and security; that did not look like a punishment because being in custody was the punishment; and a place that was more calming because stress, anxiety, and isolation contributed to behavioral issues. She reported they were reviewing national and international best practices and provided

an overview of the responsibilities they were required to perform statutorily. Undersheriff Koch spoke on the success of such facility changes in other prisons. Councilor Scott referred to the understaffing and the necessity of releasing more people into the community and stated that they probably now had good data on what types of people worked successfully in releasing them into the community and which types did not and asked if that was correct. Sheriff Massey stated that monitoring was key because they had seen a significant increase in failure to appears from those they were forced to release due to being short staffed which impacted those in custody being adjudicated. Mayor Rosener asked if they were also reviewing how to distribute intake and jail space throughout the County. Undersheriff Koch replied that they have looked at jail satellite offices and determined that it would be very costly because there were the economies of scale when it came to medical services, laundry services, and feeding adults in custody. He continued that by having those services centralized, it greatly reduced the cost of those services. Sheriff Massey reported that Washington County's public safety levy would be on the ballot in November. She stated that they were working collaboratively with the County to identify the cost of doing business for the next several years and commented they would be in communication with the city as the levy was developed.

Mayor Rosener addressed the next agenda item.

9. CITY MANAGER REPORT:

City Manager Craig Sheldon reported that the City Council goal setting work session would be held on January 11th at City Hall.

Mayor Rosener addressed the next agenda item.

10. COUNCIL ANNOUNCEMENTS:

Councilor Giles spoke on upcoming Lunar New Year events at the Arts Center. He reported that he had no board liaison reports to share due to the holidays.

Councilor Brouse reported that the next Senior Advisory Board meeting would be held on January 8th. She reported on upcoming Chamber of Commerce events. She reported that Sherwood would host the Korean Eagles Martial Arts Demonstration Team on January 22nd at the Arts Center.

Councilor Mays reported he had no liaison reports to share due to the holidays. He asked pedestrians to wear brighter or more reflective clothing and asked drivers to turn on their lights.

Councilor Scott reported on the most recent meeting of the Parks and Recreation Advisory Board.

Councilor Standke reported he had no liaison reports to share due to the holidays. He reported the Sherwood Foundation for the Arts would host its annual puzzle competition on February 22nd.

Council President Young thanked City Manager Sheldon and city staff for the holiday luncheon for city staff. She reported on upcoming Chamber of Commerce events. She reported on CDBG board progress.

Mayor Rosener reported that January 27th was LOC's City Day in Salem. He reported on his ongoing work serving on the Metro Mayors Consortium. He reported Council would discuss upcoming Council liaison assignments at their next meeting.

11. ADJOURN:

Mayor Rosener adjourned the regular session at 8:05 pm.

Attest:

Sylvia Murphy, MMC, City Recorder

Tim Rosener, Mayor

TO: Sherwood City Council

FROM: Rich Sattler Interim Public Works Director
Through: Craig Sheldon, City Manager and Sebastian Tapia, Interim City Attorney

SUBJECT: **Resolution 2025-008, Authorizing the City Manager to Execute a Construction Contract for the Schamburg Drive Street, Storm, and Sanitary Rehabilitation Project**

Issue: Shall the City Council authorize the City Manager to execute a Construction Contract with the lowest responsive bidder for the Schamburg Drive Street, Storm, and Sanitary Rehabilitation Project?

Background: SW Schamburg Drive is in very poor condition with a pavement condition index of 59 and needs replacement, has a deficient sanitary sewer system in need of replacement, and does not have a storm sewer system. The project will improve the condition of Schamburg Drive by installing new pavement, new curb and gutter, a new storm sewer system, and a new sanitary sewer system.

Sanitary sewer system work will consist of installing a new 8" main in the rear yards at the homes on the west side of SW Schamburg Drive, on the south side of SW Division Street (between SW Schamburg Drive and SW Washington Street), and the full length of SW Schamburg Drive. Permanent sanitary sewer easements and temporary construction easements have been acquired to perform the sanitary work in the rear yards of the homes to the west of SW Schamburg Drive.

Storm sewer work will consist of installing a new, 12" storm sewer main within SW Division Street between SW Washington Street and SW Schamburg Drive, and within SW Schamburg Drive. Three catch basins will be installed on SW Schamburg Drive to correct the deficient street drainage along SW Schamburg Drive.

Street rehabilitation work will consist of; regrading street sections to meet AASHTO standards for a 25 MPH stopping sign distance, installing curb and gutter while increasing the width of the street to 28', limit parking to east side of street, cement treatment of the base rock and subgrade and install new asphalt surface.

The city solicited competitive bids from contractors and opened bids on January 16, 2025, to determine the lowest responsive bid. The bidding process is currently in the seven (7) day protest period.

Work is expected to begin in early February 2025, and to be completed by the beginning of summer 2025. City staff has provided notification to area residents of the upcoming project.

Financial Impacts: Funding for the project is included in the FY24-25 budget and includes 15% of the base contract amount for construction contingency.

Recommendation: Staff respectfully requests adoption of Resolution 2025-008, authorizing the City Manager to execute a construction contract for the Schamburg Drive Street, Storm, and Sanitary Rehabilitation Project upon completion of the seven (7) day protest period.



RESOLUTION 2025-008

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT FOR THE SCHAMBURG DRIVE, STREET, STORM, AND SANITARY REHABILITATION PROJECT

WHEREAS, the City has identified the pavement on SW Schamburg Drive to be deficient and in need of replacement; and

WHEREAS, the City has identified the sanitary sewer within SW Schamburg Drive, within the backyards of residences on the western side of Schamburg Drive, and within SW Division Street between SW Washington Street and within SW Schamburg Drive, to be deficient and in need of replacement; and

WHEREAS, the City has identified the need for a new storm sewer system within SW Schamburg Drive, and within SW Division Street between SW Washington Street and SW Schamburg Drive; and

WHEREAS, the City has completed the design and produced bid documents to solicit contractors through a competitive bidding process in compliance with local and state contracting statutes and rules (ORS 279C, OAR 137-049) December 26 and December 30, 2024 with Daily Journal of Commerce; and

WHEREAS, the City opened bids on January 16, 2025, and posted a Notice of Intent to Award a construction contract on January 17, 2025, with the seven (7) day protest period concluding on January 24, 2025; and

WHEREAS, the City has budgeted the construction costs for this project within the FY2024/2025 budget.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The City Manager is hereby authorized to execute a construction contract upon the completion of the seven (7) day protest period with the lowest responsive bidder with a Construction Contingency of 15% of the Base Contract Amount.

Section 2. This Resolution shall be effective upon its approval and adoption.

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Duly passed by the City Council this 21st of January 2025.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: Rich Sattler, Interim Public Works Director
Through: Craig Sheldon, City Manager and Sebastian Tapia, Interim City Attorney

SUBJECT: **Resolution 2025-009, Authorizing the City Manager to enter into an Intergovernmental Agreement with Clean Water Services for the Design Phase of the Rock Creek Sanitary Sewer Upgrade Phase B project**

Issue:

Shall the City Council authorize the City Manager to enter into an Intergovernmental Agreement (IGA) with Clean Water Services (CWS) for Design Phase of the Rock Creek Sanitary Sewer Upgrade Phase B project?

Background:

The City of Sherwood entered into an IGA with Clean Water Services (CWS), dated January 4th, 2005, for the operation, maintenance and management of the public sanitary sewer system within the city jurisdictional limits. Per this IGA, specific responsibilities for the proportionate share cost of operation, maintenance and management of the public sanitary sewer systems were established. Sanitary sewer lines larger than 12-inch in diameter become eligible for district funding for repairs, replacement and upsizing of sanitary sewer lines that are identified in the City and CWS master plans.

In February 2020, Council authorized an IGA with CWS (Resolution 2020-011), for construction of the Rock Creek Sanitary Sewer Upgrade Phase I project (crossing of Tualatin Sherwood Rd.). This phase was completed in 2022.

The next phase of the Rock Creek Sanitary Sewer Upgrade, Phase B, is approximately 3,000 feet in length and listed in the City's Sanitary Sewer Master Plan (SSMP). This phase of the upgrade has capacity and conditions issues and is recommended for upsizing from the existing 18-inch diameter to a 24-inch diameter trunkline. The SSMP classifies the project as a near term project (5 years).

Financial Impacts:

This IGA covers the design phase only and identifies that this proposed project is eligible for 100% District funding from CWS. The City's financial responsibility amounts to \$0. The financial impacts are the reimbursement of already budgeted and expended City sanitary sewer SDC funds.

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2025-009, authorizing the City Manager to enter into an IGA with Clean Water Services for Design Phase of the Rock Creek Sanitary Sewer Upgrade Phase B project.



RESOLUTION 2025-009

**AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT
WITH CLEAN WATER SERVICES FOR THE DESIGN PHASE OF THE ROCK CREEK SANITARY
SEWER UPGRADE PHASE B PROJECT**

WHEREAS, the City of Sherwood previously entered into separate IGA's with Clean Water Services (CWS) for the design, property acquisition, and construction to upsize the segment of trunkline between SW Tualatin Sherwood Road and SW Pacific Highway via the Phase A project that was completed in 2022; and

WHEREAS, the Phase B project will complete the trunkline upsizing project east of SW Tualatin Sherwood Rd to SW Oregon Street to serve the full build out of the Ice Age Drive annexation area through a similar project managed by the City; and

WHEREAS, the Rock Creek Sanitary Sewer Upgrade Phase B project is listed in the City's Sanitary Sewer Master Plan (SSMP), which included capacity and conditions issues and recommended upsizing from the existing 18-inch diameter to a 24-inch diameter trunkline; and

WHEREAS, the SSMP classified the Rock Creek Sanitary Sewer Upgrade Phase B project as a near term project (within 5-years); and

WHEREAS, the Rock Creek Sanitary Phase B project area overlaps with the Tannery Site cleanup project area and schedule; and

WHEREAS, the existing service agreement IGA between the City and CWS specifically allows the use of CWS Regional Funds for the design, reconstruction and upsizing of the Rock Creek Sanitary Sewer Upgrade Phase B project; and

WHEREAS, this IGA covers the Design Phase only and identifies that the proposed Rock Creek Sanitary Sewer Upgrade Phase B project is eligible at 100% District funding from CWS; and

WHEREAS, the proposed IGA with CWS (see attached Exhibit A) provides the financial support to complete the needed modeling and design work; and

WHEREAS, the project is a benefit to the City.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The City Manager is hereby authorized to execute an intergovernmental agreement with Clean Water Services in a form substantially similar to the attached Exhibit A and to take such other action as may be necessary to finalize and approve said agreement.

Section 2. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 21st of January 2025.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF SHERWOOD AND CLEAN WATER SERVICES TO PROVIDE PROJECT EVALUATION AND PRELIMINARY DESIGN FOR THE ROCK CREEK SANITARY TRUNKLINE UPGRADE PHASE B (CITY CIP# 409-SS, CWS PROJECT 7171)

This Agreement, dated _____, is between Clean Water Services (District) a county service district organized under ORS Chapter 451 and the City of Sherwood (City) an Oregon Municipality.

A. RECITALS

1. ORS 190.003 - 190.110 encourages intergovernmental cooperation and authorizes local governments to delegate to each other authority to perform their respective functions as necessary.
2. District established a collaborative Districtwide Capital Improvement Program using a joint committee of District and member cities: Beaverton; Cornelius; Forest Grove; Hillsboro; Tigard; Tualatin; and Sherwood representatives, known as the Capital Improvement Program Prioritization Committee. City is represented on the Capital Improvement Program Prioritization Committee.
3. City intends to undertake Phase 1 of the Rock Creek Sanitary Trunkline Upgrade Phase B (Project) to provide sufficient hydraulic capacity for future development. This Project was identified in the 2021 East Basin Master Plan as project DU21C-8, adopted by the Clean Water Services Board on April 5, 2022 by Resolution and Order 22-6. This Project has been endorsed by the Capital Improvement Program Prioritization Committee to receive Regional SDC Funding through District.

NOW, THEREFORE, the parties agree as follows:

B. PROJECT DESCRIPTION

Phase 1 is the initial effort of the Project and consists of evaluation, providing preliminary design, work to provide permanent maintenance access, and exploring the footprint of natural area restoration for the Project. This Project upgrades an existing section of the Rock Creek Trunkline from the newly constructed manhole (MH) from the prior Rock Creek Sanitary Trunkline Upgrade Project (District MH 845882) to City MH 414NSan (District MH 806163), a total 3,057 linear feet. The existing 15-inch and 18-inch trunk line will be upgraded to a at least a 24-inch diameter trunk line. See attached Exhibit A for the Project location.

C. DISTRICT OBLIGATIONS

1. District will reimburse City up to \$810,000 for actual costs of Project approved by District.
2. District's Project Manager shall be the primary point of contact regarding the Project. District assigns Sheila Sahu as District's Project Manager for this Project.
3. District shall have twenty-five days upon receipt of the proposed design documents to comment on and approve the alternative and approach for the Project.
4. District will pay City actual costs not to exceed a total of \$810,000 for the Phase 1 Project.
5. District will pay invoices for reimbursement of actual costs incurred that are submitted by City within 30 days once invoices are approved by District.

D. CITY OBLIGATIONS

1. City will administer the Project.
2. City's Project Manager shall be the primary point of contact regarding the Project. City assigns Jason Waters as City's Project Manager for this Project.
3. City shall provide to District a copy of the evaluation report and the preliminary design plans for the Project, including project specific conflict lists, survey and utility mapping, specifications and bid item list.
4. City shall allow District a minimum of twenty-five (25) business days for review and comment. City shall respond to District's comments and questions in a timely manner.
5. City shall make timely payment to all vendors, contractors, and consultants on Project.
6. City shall submit monthly invoices for actual Project costs not to exceed \$810,000 total to District. Each invoice shall include a Project Summary of work completed. The invoice must include: District Project Name; District Project Number; Not to Exceed amount; and amount of the Not to Exceed amount remaining and not yet spent.
7. City shall provide design plans (30%, 60%, and 90% drawings) and specifications to District for District review.
8. City shall hold progress meetings at District's request during the evaluation and preliminary design phase of the Project. City shall ensure District has the right and opportunity to review options and provide input on the Project.
9. City shall coordinate public engagement related to the Project, including Public Notice as required.
10. City waives all land use or permit fees associated with the Project with the exception of plumbing inspection fees.
11. City shall meet with the District to review the Revegetation plan, necessary easements for the plan, and assess the scope of restoration.

E. GENERAL TERMS

1. Laws and Regulations. City and District agree to abide by all applicable laws and regulations.
2. Term of this Agreement. This Agreement is effective from the date on page one and will remain in effect until the Project is complete and the parties' obligations have been fully performed or this Agreement is terminated as provided herein.

3. Termination. This Agreement may be terminated immediately by mutual written agreement of the parties, or prior to award of a construction contract, by either of the parties notifying the other in writing, with the termination being effective in 30 days.
4. 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. No course of dealing between the parties and no usage of trade will be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement will not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement will prejudice the waiving party's exercise of the right in the future.
5. Indemnification. Within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the parties will indemnify and defend the other and their officers, employees, agents, volunteers, elected official, contractors, and representatives from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this Agreement (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the negligent or other legally culpable acts or omissions of the indemnitor, its officers, employees, agents, contractors, volunteers, elected officials, contractors, or representatives.
6. Resolution of Disputes. If any dispute out of this Agreement cannot be resolved by the project managers from each party, the City Manager and District's Chief Executive Officer will attempt to resolve the issue. If the City Manager and District's Chief Executive Officer are not able to resolve the dispute, the parties will submit the matter to mediation, each party paying its own costs and sharing equally in common costs. If the dispute is not resolved in mediation, the parties will submit the matter to arbitration. The decision of the arbitrator will be final, binding and conclusive upon the parties and subject to appeal only as otherwise provided in Oregon law. For clarity's sake, the parties waive their right to any trial by jury.
7. Interpretation of Agreement.
 - A. This Agreement will not be construed for or against any party by reason of the authorship or alleged authorship of any provision.
 - B. The paragraph headings in this Agreement are for ease of reference only and will not be used in construing or interpreting this Agreement.
8. Severability/Survival. If any of the provisions in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest will survive the termination of this Agreement for any cause.

9. Approval Required. This Agreement and all amendments, modifications or waivers of any portion thereof will not be effective until approved by 1) District's Chief Executive Officer or the Chief Executive Officer's designee and when required by applicable District rules, District's Board of Directors and 2) City and signature of their designee.
10. Choice of Law/Venue. This Agreement and all rights, obligations and disputes arising out of the Agreement will be governed by Oregon law. All disputes and litigation arising out of this Agreement will be decided by the state courts in Oregon. Venue for all disputes and litigation will be in Washington County, Oregon.
11. Easements. District and City grant each other the right to perform work on their respective easements to the extent necessary to complete work on the Project.
12. Condemnation. Costs incurred by the City to condemn an easement for the Project will be reimbursed as a Project cost if the City has obtained previous approval from the District. The City will provide the District with all pertinent information to evaluate its request including a written justification for pursuing condemnation, a summary of the property owner's position, a copy of the appraisal report and any other information requested by the District. The District will respond to the City's request within ten business days of receiving all required information.
13. Electronic Signature. This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute one and the same instrument. An electronic signature will be considered an original. The individuals signing this Agreement certify that they are authorized to execute this Agreement on behalf of the City and District respectively.
14. Third Party Beneficiaries. The Parties are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to any third party.

CLEAN WATER SERVICES

CITY OF SHERWOOD, OREGON

By: _____
Chief Executive Officer or Designee

By: _____
City Manager or Designee

Date: _____

Date: _____

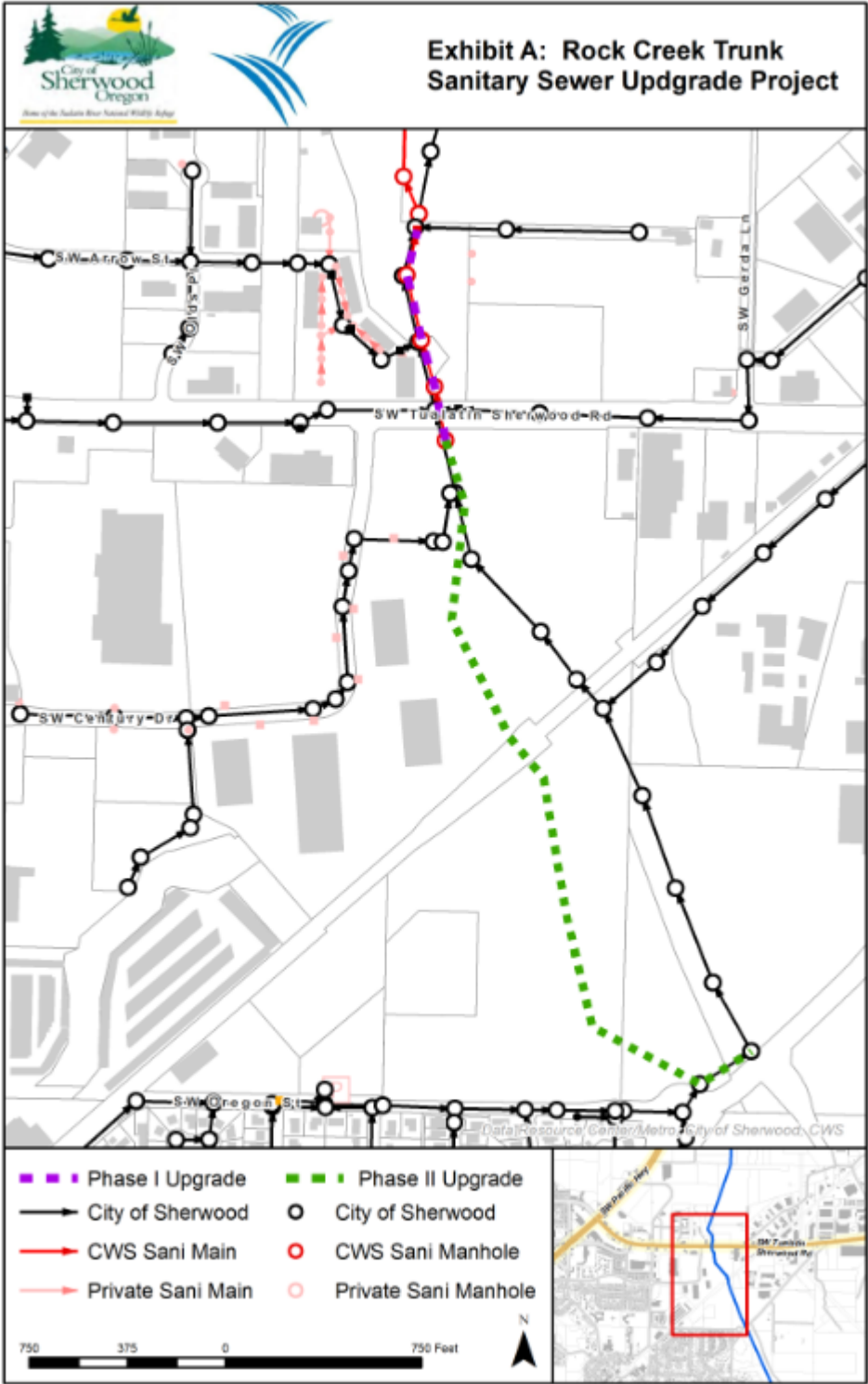
APPROVED AS TO FORM

APPROVED AS TO FORM

District Counsel

City Attorney

PROJECT LOCATION MAP



Agenda Item: Consent Agenda

TO: Sherwood City Council

FROM: Brad Crawford, IT Director

Through: Craig Sheldon, City Manager and Sebastian Tapia, Interim City Attorney

SUBJECT: Resolution 2025-010, Authorizing the City Manager to Sign the Broadband Deployment Program Grant Agreement

Issue:

Shall the City Council authorize the City Manager to sign the Broadband Deployment Program grant agreement with the Oregon Broadband Office (OBO) for providing broadband expansion in the rural area south of Sherwood?

Background:

The City of Sherwood was awarded a broadband grant through the Broadband Deployment Program offered by OBO for providing broadband services to the rural areas south of Sherwood and east of Newberg. This grant award will bring Sherwood Broadband Internet service to roughly 688 homes in the grant area. Furthermore, nearly all of these homes are currently unserved by the FCC definition and therefore completing this project will bring modern broadband service to a large number of homes.

Once this grant agreement is fully executed, staff intends to post an RFP for a design-build contract for completing the work under this grant. With this type of contract, the awarded contractor will both engineer the fiber routes and construct them. In the event bids come back over budget staff may need to separate the engineering and construction scopes of work. This could also result in staff needing to perform more of this work with broadband staff.

The grant requires that the work be completed by September 30, 2026, which is a very tight timeline but staff feels they can get this completed if the project is out to bid in February. In the event that the project is not completed by that time the City would be required to complete the project with its own funds. Staff is planning the project so that some of the highest cost portions of the project (such as the underground work) are completed early in the timeline so reimbursements can be received.

Financial Impacts:

The award amount in the Notice of Intent to Award from OBO was \$9,006,867.42 however staff is proposing an award of \$9,285,314.29. This discrepancy is due to the change in the number of homes served and staffs estimation on the budget with those homes removed. Staff will negotiate with OBO on the final amount and those numbers will be inserted into the grant agreement.

The BDP grant application had a matching component to it that gave higher scoring for those that included a financial and/or in-kind match of services. In Sherwood's application we proposed an in-kind match of staff services for project management and engineering support. Also included was having staff do all the customer installations and having our construction crew do half of the service drop installs. These in-kind services are estimated to be \$2.3M with most of this staff work occurring after the project is substantially complete.

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2025-010, authorizing the City Manager to sign the Broadband Deployment Program grant agreement.



RESOLUTION 2025-010

**AUTHORIZING THE CITY MANAGER TO SIGN THE BROADBAND DEPLOYMENT
PROGRAM GRANT AGREEMENT**

WHEREAS, the City of Sherwood has been awarded a Broadband Deployment Program grant from the Oregon Broadband Office for providing broadband expansion in the rural areas south of Sherwood; and

WHEREAS, this project will provide broadband services to the unserved and underserved residents and businesses in the project area; and

WHEREAS, this project will connect with existing Sherwood Broadband infrastructure in the area and will enhance services to both new and existing customers; and

WHEREAS, this project has a completion deadline of September 30, 2026.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The City Manager is hereby authorized to execute a grant agreement with Oregon Broadband Office in a form substantially similar to the attached Exhibit A.

Section 2. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 21st of January 2025.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

SAMPLE GRANT AGREEMENT –PROVISIONS SUBJECT TO CHANGE

STATE OF OREGON ARPA CAPITAL PROJECTS FUND – BROADBAND DEPLOYMENT PROGRAM GRANT AGREEMENT

Contract Number: «ProjectNumber»

Project Name: «ProjectName»

This grant agreement (“Contract”) is between the State of Oregon, acting through its Oregon Business Development Department’s (“OBDD”) Oregon Broadband Office (“OBO”) (collectively, the “State”), and «Recipient» (“Recipient”). This Contract becomes effective only when fully signed and approved as required by applicable law (“Effective Date”).

For the purposes of this Contract, notwithstanding the above terminology and the terminology used throughout the Contract, Recipient is a subrecipient for federal award purposes and OBDD is a recipient. For federal law purposes, “subrecipient” means an entity receiving federal funds through a recipient (i.e. here, OBDD) to support the performance of a federal project or program (i.e. here, ARPA Capital Projects Fund) for which the federal funds were awarded. Subrecipient (Recipient) is subject to the terms and conditions of the federal award (available at [TBD weblink]) to the recipient (OBDD), including program compliance requirements.

This Contract includes the following, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

- This Contract less exhibits
- Exhibit A - Project Description and Reporting Requirements
 - Appendix 1- Project Service Locations by FCC Fabric ID
 - Appendix 2- Work Plan with Milestones and Cost Estimates
 - Appendix 3- Project Grant Budget
- Exhibit B- Certificate Regarding Lobbying

The information in Exhibit C (Federal Award Information) is required by 2 C.F.R. § 200.332 and is attached to this Contract for informational purposes only.

Pursuant to Oregon Laws 2023, chapter 338, Sections 1 and 1a and Oregon Laws 2023, chapter 605, Section 79 (collectively, the “Act”), OBDD is authorized to distribute funds received by the State of Oregon from the federal American Rescue Plan Act Coronavirus Capital Projects Fund (“ARPA CPF” codified as 42 U.S.C. § 804) in the form of loans or grants for the purpose of supporting broadband access, affordability and adoption. Pursuant to the Act, OBDD established the ARPA Capital Projects Fund Broadband Deployment Program (“BDP”) to provide financial assistance that utilizes the ARPA CPF moneys specifically for broadband infrastructure grants, including the infrastructure project more particularly described in Exhibit A (the “Project”).

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

Equipment means the cable, fiber, materials, components, and supplies used to construct, maintain or operate a broadband network.

Facilities means a place or building used to construct, maintain or operate a broadband network.

Federal Award Agency means the U.S. Department of the Treasury (“Treasury”).

Financing Proceeds means Grant disbursements.

Fixed Amount Subaward means a type of grant under which the Pass-Through Entity provides a specific level of support. (For additional information on Fixed Amount Subawards, see 2 C.F.R. Section 200.201 and the “SLFRF and CPF Supplementary Broadband Guidance” issued by Treasury on May 17, 2023.)

Grant Amount: \$«Grant»

[Insert with Contracts with required Match: **Match Amount:** \$ _____. The Match Amount is the amount that Recipient shall contribute from its own fiscal resources or money from sources other than this Grant Contract to pay towards costs of the Project.]

Pass-Through Entity means a non-federal entity that provides a Subaward to a subrecipient to carry out part of federal program. The Oregon Department of Administrative Services (DAS) is the Pass-Through Entity for this Contract; the Oregon Business Development Department entered into an intergovernmental agreement with DAS to make Subawards to carry out the federal ARPA CPF. Note: Recipient is a subrecipient for the purposes of this defined federal term.

Project Completion Deadline: 30 September 2026.

Subaward means an award by the State to Recipient that is funded in whole or in part by a federal program award (i.e. an ARPA CPF award). The terms and conditions of the ARPA CPF award to the State flow down to the Subaward unless the terms and conditions of the federal ARPA CPF award specifically indicate otherwise in accordance with 2 C.F.R. § 200.101. The term does not include payments to a contractor or payments to an individual that is a beneficiary of the federal program award.

Substantial Completion means that the Project can fulfill the primary operations that it was designed to perform, delivering services to end-users. At Substantial Completion, service operations and management systems infrastructure must be operational to the end-users for the Project Service Locations.

Uniform Guidance means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal program awards, which is codified in Part 200 of Title 2 of the Code of Federal Regulations (C.F.R.).

SECTION 2 - FINANCIAL ASSISTANCE

- A. OBDD shall provide Recipient, and Recipient shall accept from OBDD, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount. OBDD shall disburse the Grant according to the disbursement procedures described in Section 3.
- B. Conditions Precedent. The State’s obligations are subject to the receipt of the following items, in form and substance satisfactory to the State and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient; and
 - (2) Such other certificates, documents, opinions and information as OBO may reasonably require [, including but not limited to the following requirements: (*insert* conditions of award item from Recipient’s Notice of Intent to Award, etc.)].
- C. Financing Availability. OBDD’s obligation to make, and Recipient’s right to request disbursements under this Contract terminates on **01 December 2026**.
- D. Eligible Use.

- (1) The Financing Proceeds may be used solely for actual, reasonable and necessary costs to complete the activities described in Exhibit A (“Project”) and for costs that are in accordance with the Grant Budget (Appendix 3). For avoidance of doubt, Recipient shall use all Financing Proceeds in accordance with the federal American Rescue Plan Act Coronavirus Capital Projects Fund (codified as 42 U.S.C. § 804), including all implementing guidance promulgated by the U.S. Department of the Treasury and Oregon law, as applicable.
- (2) Recipient shall not use Financing Proceeds for costs in excess of one hundred percent (100%) of the total Project costs.
- (3) Financing Proceeds cannot be used for costs that will be reimbursed by other federal, state, or local government funding streams.

E. Ineligible Use. Recipient shall not use the Financing Proceeds to:

- (1) Retire any debt or to lobby, influence or attempt to influence, any federal, state or local government official.
- (2) Pay for this Contract’s administrative costs or other indirect Project costs.
- (3) Pay for costs incurred prior to the date of the Notice of Intent to Award to Recipient except that the Grant money may be used for Project Equipment costs incurred on or after February 8, 2022 (the “Federal Award Date”). Such Project Equipment costs are limited to Recipient’s actual costs (i.e. not market rate costs) that are in the Project Budget.
- (4) Pay for costs incurred after the Project Completion Deadline.
- (5) Buy materials and resell them to the Project at a profit (as a component of Recipient’s Match Amount, or as an expenditure paid for with Grant funds).
- (6) Pay for surplus materials not used in the Project. If Recipient purchases in bulk, the reimbursable amount of material used is limited to the actual amount used in the Project.
- (7) Personal expenses not directly related to the Project’s construction (examples: food and beverage, training, equipment maintenance).
- (8) Operational costs, including but not limited to employee salary and wages, insurance expenditures, bookkeeping costs, etc.
- (9) Expenses related to the provision of “over-the-top services” such as telephone or video services which are not necessary for the delivery of broadband service. Battery backup devices that support broadband during power outages are an allowed expense.
- (10) Fundraising activities.
- (11) Political endorsements, donations, or advertisements.
- (12) Computers or office equipment.
- (13) Vehicles as defined in ORS 801.590.

F. Eligible Use or Payment Disputes. If Recipient disputes any eligible use determination, calculation, or amount of any disbursement, Recipient shall notify OBO in writing of its dispute within thirty (30) days following the earlier of Recipient’s receipt of the payment or notification of the determination or calculation of the payment by the State. OBO will review the information presented by Recipient and may make changes to its determination based on this review. The calculation, determination or payment amount that results from OBO’s review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after OBO has concluded its review. The Department will make final determinations on cost eligibility and disbursements at its sole discretion.

- G. Misexpended or Unexpended Grant Money. Any Grant money disbursed to Recipient, or any interest earned by Recipient on the Financing Proceeds, that is not used for Project costs according to this Contract or that remain after the earlier of the date the Project is completed, the date this Contract is terminated, or December 31, 2026, shall be immediately returned to OBDD, unless otherwise directed by the State.

SECTION 3 – DISBURSEMENTS & DISBURSEMENT PROCEDURES

- A. Fixed Amount Subaward. This Contract is issued as a Fixed Amount Subaward per 2 C.F.R. § 200.201 and pursuant to the SLFRF and CPF Supplementary Broadband Guidance. The State will pay Recipient the Grant Amount in accordance with conditions set forth in this Contract and the schedule set forth in Appendix 2 to Exhibit A.
- B. Disbursement Requests and Disbursements.
- (1) Notwithstanding Section 3A. above, OBDD's payment of the Grant Amount through individual disbursements to Recipient will be limited to actual costs after OBO's review of Recipient's evidence of costs. Recipient must submit each disbursement request for payment of Grant funds on an OBDD-provided or OBDD-approved disbursement request form ("Disbursement Request"). Recipient must submit Disbursement Requests for costs incurred in accordance with each of the following: Exhibit A (describing the Project), Appendix 2 (providing timeline for disbursements based on milestones), Appendix 3 (providing permitted budget items), and Section 3C.(4) below.
 - (2) OBDD will make disbursements to Recipient for eligible Project costs upon OBO's finding that the conditions in this Section 3 are met. Incorporation of Appendix 3 into this Contract is not confirmation by OBO that specific expenditures by Recipient qualify as eligible Project costs. OBO reserves the right to examine or refuse to remit payment for costs which do not qualify as eligible Project costs. OBO may periodically review evidence of costs contemporaneously or retroactively. OBO may reject or adjust any current or previously submitted Disbursement Request not supported by evidence satisfactory to the State.
 - (3) Retainage. OBDD will withhold five percent (5%) retainage from each payment made to Recipient and shall release and disburse the cumulative retainage to Recipient after the following conditions are met:
 - (a) By the Project Completion Deadline, OBO receives certification in writing from Recipient that the Project has reached Substantial Completion; and
 - (b) Recipient timely completes the closeout requirements described in Section 5O.(6) of this Contract to the satisfaction of OBO.

OBDD may not pay, and Recipient will forfeit the retainage if Recipient does not meet the conditions of this Section 3B.(3).
- C. Conditions to Disbursements. OBDD has no obligation to disburse Grant funds unless:
- (1) There is no Event of Default. This includes Recipient being current on all required reporting requirements described in Exhibit A and elsewhere in this Contract.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The State, in the reasonable exercise of its administrative discretion, has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.

- (4) OBO (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBO may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Project costs, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Coronavirus State Fiscal Recovery Fund and any implementing administrative rules and guidance.
- (5) OBO finds that Recipient has made adequate progress on the work plan and milestones outlined in Appendix 2.
- (6) All other conditions precedent under this Contract are met.

D. Disbursement Request Deadline. Recipient must submit its **final Disbursement Request to the State not later than 01 December 2026**.

SECTION 4 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to the State:

A. Organization and Authority.

- (1) Recipient is a [Municipality, Corporation, Limited Liability Company, etc.] validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
- (3) [*Required for government recipients*: This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.] [Reserved.]
- (4) This Contract has been duly executed by Recipient, and when executed by the State, is legal, valid and binding, and enforceable in accordance with their terms.

B. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or instrument to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

C. Full Disclosure. Recipient has disclosed in writing to the State all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Contract. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit A and the Appendices, is true and accurate in all respects.

D. Pending Litigation. Recipient has disclosed in writing to the State all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Contract.

- E. Governmental Consent. Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the undertaking and Substantial Completion of the Project.
- F. Compliance with Tax Laws. Recipient is not in violation of any Oregon tax laws, including but not limited to a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and local taxes administered by the Department of Revenue under ORS 305.620.

SECTION 5 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify OBO of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws.
- (1) Compliance with Federal Coronavirus Capital Project Fund Program.
 - (a) Recipient will comply with the terms, conditions and requirements of the federal Coronavirus Capital Project Fund program established by section 604 of the Social Security Act, as added by section 9901 of the America Rescue Plan Act of 2021 and codified as 42 U.S.C. § 804 (the “CPF Statute”), including all implementing regulations (31 C.F.R. § 35.1 et seq.) and other guidance promulgated by the U.S. Department of the Treasury, including but not limited to the Guidance for the Coronavirus Capital Projects Fund for States, Territories and Freely Associated States issued by the Treasury on September 20, 2021 and the SLFRF and CPF Supplementary Broadband Guidance issued by the Treasury on May 17, 2023 (collectively, “Guidance”). Recipient acknowledges that Treasury may amend or update the Guidance from time to time and Recipient agrees to comply with such updated Guidance.
 - (b) Recipient will comply with the Uniform Guidance unless provided otherwise by the U.S. Department of the Treasury. See Guidance for provisions of the Uniform Guidance that Treasury has determined are inapplicable for Fixed Amount Subawards for broadband infrastructure projects. The Guidance provides clarifications and guidance for example on property, program income, cost principles, procurement, audit, and monitoring requirements related to broadband infrastructure projects that are Fixed Amount Subawards.
 - (c) Pursuant to § 200.201(b)(3) of the Uniform Guidance, Recipient must certify in writing to OBO by the Project Completion Deadline that the Project has reached Substantial Completion.
 - (2) Compliance with State Broadband Deployment Program (BDP). Recipient shall comply with ORS 285A.181-285A.185 and Oregon Administrative Rules chapter 123, division 047 applicable to BDP, including but not limited to the ARPA Capital Projects Funds Broadband Deployment Program Handbook adopted as such a rule.
 - (3) Compliance with Civil Rights Laws. Recipient shall not discriminate against any qualified employee or applicant for employment because of race, national origin, color, sex, gender identity, sexual orientation, age, religion, physical or mental disability, military status, or marital or family status. Recipient agrees to comply with all applicable federal and state statutes, rules and regulations

prohibiting discrimination in employment including but not limited to Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and Oregon Revised Statutes Chapter 659A.

- (4) Compliance with Tax Laws. Recipient is responsible for compliance with all federal and state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant. Recipient will, for the term of this Contract, comply with the Oregon Tax Laws, (as defined in Section 4F.), except to the extent a governmental tax is contested in good faith and by proper proceedings.
- (5) Compliance with All Other Laws. Recipient, in its performance of all obligations required by this Contract, will comply with the requirements of all other applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings. This includes but is not limited to compliance with other applicable federal statutes, regulations, and executive orders, including but not limited to applicable statutes and regulations prohibiting discrimination in programs receiving federal financial assistance and all applicable federal environmental laws and regulations.

C. Federal Audit Requirements. The Grant is federal financial assistance, and the associated CFDA/FAIN Number is [TBD]. Recipient is a subrecipient. 2 C.F.R. Part 200, Subpart F—Audit Requirements of the Uniform Guidance, implementing the Single Audit Act (2 C.F.R. § 200.501 et seq), shall apply to this Contract except as otherwise provided by Treasury in their Guidance.

- (1) If Recipient receives federal funds in excess of \$1,000,000 in Recipient's fiscal year and is not otherwise exempt by Treasury, Recipient is subject to audit conducted in accordance with the provisions of 2 C.F.R. part 200, Subpart F. Recipient, if subject to this requirement, shall at its own expense submit to OBO a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OBO the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.
- (2) If Recipient is a for-profit entity, Recipient is not subject to 2 C.F.R. part 200, Subpart F, but Recipient is subject to the terms and conditions in the award between Treasury and the State, and, pursuant to 2 C.F.R. 200.501(h), the State has an obligation to ensure compliance by Recipient. If Recipient is a for-profit entity, Recipient agrees to comply with the requirements of the award as it relates to federal audits.
- (3) Recipient shall save, protect and hold harmless the State from the cost of any audits or special investigations performed by Treasury or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.

D. System for Award Management (SAM) Registration and Compliance. Recipient must comply with applicable requirements regarding the federal Universal Identifier and System for Award Management ("SAM"), 2 C.F.R. Part 25, including Appendix A. SAM is currently accessible at <https://www.sam.gov>. Recipient shall register and maintain the currency of its information in SAM until Recipient completes its required reporting under this Contract. Recipient shall review and update SAM information at least annually. Recipient shall provide its Unique Entity ID to OBO. Recipient shall not contract with any parties listed on the government-wide exclusions in the SAM.

E. Executive Compensation Reporting in SAM.

- (1) “Total Compensation” means the cash and noncash dollar value earned by an Executive during Recipient’s preceding fiscal year (see 48 C.F.R. § 52.204-10, as prescribed in 48 C.F.R. § 4.1403(a)) and includes the following:
 - (a) Salary and bonus;
 - (b) Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - (c) Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - (d) Change in present value of defined benefit and actuarial pension plans;
 - (e) Above-market earnings on deferred compensation which is not tax-qualified; and
 - (f) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- (2) Recipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - (a) The total federal funding authorized to date under this Contract is \$30,000 or more; and
 - (b) In the preceding fiscal year, Recipient received:
 - (i) 80% or more of its annual gross revenues from federal procurement agreements and subcontractors and/or federal financial assistance awards or subawards subject to the Federal Funding Accountability and Transparency Act of 2006 as amended by section 6202 of Public Law 110-252 (“Transparency Act”); and
 - (ii) \$30,000,000 or more in annual gross revenues from federal procurement agreements and subcontractors and/or federal financial assistance awards or subawards subject to the Transparency Act; and
 - (iii) The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

F. Protections for Whistleblowers.

- (1) In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- (2) The list of persons and entities referenced in the paragraph above includes the following:
 - (a) A member of Congress or a representative of a committee of Congress;

- (b) An Inspector General;
- (c) The Government Accountability Office;
- (d) A Treasury employee responsible for contract or grant oversight or management;
- (e) An authorized official of the Department of Justice or other law enforcement agency;
- (f) A court or grand jury; or
- (g) A management official or other employee of Participant or its subcontractor who has the responsibility to investigate, discover, or address misconduct.

- (3) Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

- G. Lobbying. Recipient acknowledges and agrees that the costs of the Project will not include any Lobbying costs or expenses incurred by Recipient or any person on behalf of Recipient, and that Recipient will comply with federal restrictions on lobbying at 31 U.S.C. § 1352 and 40 C.F.R. Part 34 and will not request payment or reimbursement for Lobbying costs and expenses. “Lobbying” means influencing or attempting to influence a member, officer or employee of a governmental agency or legislature in connection with the awarding of a government contract, the making of a government grant or loan or the entering into of a cooperative agreement with such governmental entity or the extension, continuation, renewal, amendment or modification of any of the above. Recipient shall submit to OBO a Certification Regarding Lobbying, the form of which is attached as Exhibit B, and any applicable quarterly disclosure statement of covered lobbying activity. Recipient will cause any entity, firm or person receiving a contract or subcontract utilizing Financing Proceeds in excess of \$100,000 to complete the same certification and any applicable disclosure statement and submit them to Recipient. Recipient shall retain such certifications and make them available for inspection and audit by OBO, the federal government or their representatives. Recipient shall forward any disclosure statements to OBO.
- H. Federal Employment. OBDD’s payments to Recipient under this Grant will be paid by funds received from the United States Federal Government. Recipient, by signing this Grant certifies neither it nor its employees, contractors, subcontractors or subrecipients who will administer this Contract are currently employed by an agency or department of the federal government.
- I. American Made. Recipient and its subcontractor(s) will to the extent practicable, and consistent with applicable law under the federal award, provide a preference for the procurement or use of goods, products or materials produced in the United States as described in 2 C.F.R. § 200.322 and Executive Order 14005 Ensuring the Future is Made in All of America by All of America’s Workers (January 25, 2021).
- J. Prohibited Telecommunications and Video Surveillance Services or Equipment. Recipient shall not use Financing Proceeds to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 C.F.R § 200.216, including covered telecommunication and video surveillance services or equipment provided or produced by entities owned or controlled by the Peoples’s Republic of China and telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- K. Conflicts of Interest. Recipient acknowledges that all Public Officials, as defined by ORS 244.020, are subject to the requirements of Oregon’s ethics laws as provided in ORS Chapter 244. Recipient shall refrain from any practices, activities or relationships that reasonably create or appear to create a “potential conflict of interest” or “actual conflict of interest”, as those terms are defined in ORS Chapter 244, with the full performance of Recipient’s obligations under this Contract. If a conflict or the appearance of a conflict arises regarding this Contract, or if Recipient is uncertain whether a conflict or the appearance of a conflict has arisen, Recipient shall submit to OBO a disclosure statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow OBO’s direction in

regard to the actual or potential conflict constitutes an Event of Default of the Contract. Recipient shall disclose in writing to OBO any potential or actual conflict of interest affecting the Grant funds in accordance with 2 C.F.R. § 200.12.

- L. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its employees and contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- M. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.
- N. Debarment and Suspension. This Contract is subject to 2 C.F.R. Part 180 and the U.S. Treasury's implementing regulation at 31 C.F.R. Part 19. These provisions prohibit Recipient from entering into contracts with suspended or debarred parties.
- O. Project Completion Obligations. Recipient shall:

- (1) Provide the following administrator for the Project: *[insert name]* ("Responsible Administrator") with the following contact information: *[insert phone, email, and address]*

If the Responsible Administrator is an agent of Recipient, Recipient must have signature authority to bind Recipient. The Responsible Administrator is considered essential to the completion of the Project as key personnel. Recipient shall immediately notify OBO if the Responsible Administrator ceases to provide services under this Contract. Recipient may replace the Responsible Administrator only after obtaining OBO's prior written approval, which shall be at OBO's reasonable discretion, as the State executed this Agreement in part in reliance on Recipient's representations regarding key personnel. Recipient's request for such approval shall specify, in writing, why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Any time key personnel cease to provide services under this Agreement, Recipient shall notify OBO in writing and the State, in its sole discretion, may direct Recipient to suspend Work until such time as replacements are approved.

- (2) Permit OBO to conduct inspection of the Project at any time and conduct testing for compliance with Service Quality Requirements described in Exhibit A.
- (3) Make adequate progress on the Project's work plan and milestones as outlined in Appendix 2 of Exhibit A in order to complete the Project [or sub-Projects as defined in Appendix 2] by the Project Completion Deadline, including meeting all hard deadlines provided within Appendix 2.
- (4) Complete the Project as described in Exhibit A using its own fiscal resources or money from other sources to pay for any Project costs in excess of the total amount of financial assistance provided pursuant to this Contract.

[Include in Contracts with Match Amount Requirements: Recipient shall contribute not less than the Match Amount towards the total cost of the Project as set forth in Exhibit A, Appendix 3, "Project Grant Budget". Recipient shall document compliance with the Match Amount obligation by submitting documentation of costs and payments for OBO review and approval. The documentation shall be submitted along with Recipient's Disbursement Requests.

OBDD will reimburse *[insert number]*% of eligible costs submitted in each Disbursement Request and Recipient will pay the remainder as matching funds until the Match Amount is fully

contributed. OBDD's payment will be further reduced by the applicable retainage amount per Section 3.]

- (5) Reach Substantial Completion of the Project no later than the Project Completion Deadline, unless otherwise permitted by OBO in writing.
- (6) No later than 90 days following the earlier of the Project completion date or the Project Completion Deadline, complete the following closeout requirements: (a) provide OBO with a final project completion report on a form provided by OBO; and (b) provide OBO with Project test results (at minimum from terminal ends of service routes) demonstrating satisfaction of the Service Quality Requirements provided for in Exhibit A. Recipient's obligations under this Contract shall not terminate until all closeout requirements are completed to the satisfaction of OBO. OBO may inspect the Project and conduct Project testing for compliance with the Service Quality Requirements as it deems necessary.
- (7) Obtain and maintain as-built drawings for the Project, including but not limited to all Facilities constructed as part of the Project.
- (8) Participate in federal programs that provide low-income consumers with subsidies on broadband internet access services. Specifically, Recipient will allow subscribers in their service area to utilize the Federal Communications Commission's Emergency Broadband Benefit program (if available) or the Affordable Connectivity Program (ACP). Recipient will participate in ACP for the duration of the ACP or until the date the Project is no longer in use. *[Insert in contracts with rate used in application: In addition, Recipient will offer broadband services at [\$ insert amount] per month for five years after the certified Project completion date to the Project Service Locations.]*
- (9) Provide pricing data to OBO as part of Project performance and monitoring for such Broadband Infrastructure Project for a period of five (5) years after Substantial Completion of the Project.

P. Prevailing Wage Requirements.

- (1) Recipient shall comply with state prevailing wage law as set forth in ORS 279C.800 through 279C.870, and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, state "PWR"). This includes but is not limited to imposing an obligation that when PWR applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage for workers in each trade or occupation in each locality as determined by the Commissioner of the Bureau of Labor and Industries ("BOLI") under ORS 279C.815.
- (2) When the federal Davis-Bacon Act applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage as determined by the United States Secretary of Labor under the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*).
- (3) Notwithstanding (1) and (2) above, when both PWR and the federal Davis-Bacon Act apply to the Project, contractors and subcontractors on the Project must pay a rate of wage that meets or exceeds the greater of the rate provided in (3)(a) or (3)(b) above.
- (4) When PWR applies, Recipient and its contractors and subcontractors shall not contract with any contractor on BOLI's current List of Contractors Ineligible to Receive Public Works Contracts.
- (5) When PWR applies, Recipient shall be responsible for both providing the notice to the BOLI Commissioner required by ORS 279C.835 and the payment of any prevailing wage fee(s) required under ORS 279C.825 and BOLI's rules, including OAR 839-025-0200 to OAR 839-025-0230. For avoidance of any doubt, Recipient contractually agrees to pay applicable prevailing wage fees for the Project rather than OBDD, the public agency providing Financing Proceeds under this

Contract.

- (6) Pursuant to ORS 279C.817, Recipient and any contractors or subcontractors may request that the BOLI Commissioner make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840 (i.e. whether PWR applies).
- (7) Davis-Bacon Act Requirements. To the extent applicable, a Recipient that is awarded an amount of \$5,000,000 or more under this Contract must provide a certification that all laborers and mechanics employed by it and/or its contractors and/or subcontractors in performance of the award are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. In lieu of a certification, Recipient may provide a project employment and local impact report detailing the number of contractors and subcontractors working on the Project, the number of employees on the Project hired directly and hired through a third party, the wages and benefits of workers on the Project by classification, and whether those wages are at rates less than those prevailing. Recipient must maintain sufficient records to substantiate this information upon request.

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

Q. Professional Responsibility. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for any construction design for the Project. Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction. When applicable, Recipient may be subject to performance and payment bonding requirements pursuant to 2 C.F.R. § 200.326.

R. Use, Maintenance, and Insurance of Project; Federal Interest Period; Encumbrances.

- (1) Recipient agrees that any Equipment, Facilities, supplies or real property purchased, or in the case of real property, improved, using the Financing Proceeds, will be used for the purpose and in the manner described in this Contract, subject to the Guidance, and the requirements of 2 C.F.R. § 200.311 (Real Property), 2 C.F.R. § 200.313 (Equipment), 2 C.F.R. § 200.314 (Supplies), and 2 C.F.R. § 200.315 (Intangible Property), as applicable, and any other restriction Treasury may impose. *[Insert additional sentence referencing an additional Exhibit detailing uses/purposes of Financing Proceeds as needed, and also may need to incorporate parts of Recipient's Application to further define purposes.]*
- (2) While title to real property or Equipment acquired or improved under the Grant (i.e. the broadband infrastructure installed pursuant to this Contract) ("Project Property") vests in Recipient, the federal government maintains a federal interest in the Project Property through 31 December 2034, (the "Federal Interest Period"). For the duration of the Federal Interest Period, Recipient, and successors or transferees of Recipient:
- (a) must use the Project Property for the authorized purposes of the project in the same manner as they use comparable real property and Equipment within their networks in the ordinary course of their business, subject to the rights to disposition provided below;
 - (b) must continue to provide broadband service to the service areas and at the standard initially agreed upon by OBO and Recipient;
 - (c) must participate in federal programs that provide low-income consumers with subsidies on broadband internet access services, as provided by Section 5O.(8) above;

- (d) must comply with the requirements of section 200.310 of the Uniform Guidance (Insurance), including but not limited to: comprehensive general liability insurance (bodily injury and property damage); professional liability insurance; and [*insert additional insurance requirements-- TBD*] which may be satisfied by adequate self-insurance., [*Additional details with minimum insurance coverage amounts- TBD*].
- (e) must comply with the use and management requirements for equipment in §§ 200.313(c)(4) and 313(d) of the Uniform Guidance, which may be satisfied by applying Recipient's government or commercial practices for meeting such requirements in the normal course of business (e.g., commercial inventory controls, loss prevention procedures, etc.), provided that such inventory controls indicate the applicable Federal Interest Period;
- (f) must maintain records of real property that include an indication of the applicable Federal Interest Period;
- (g) may dispose of Project Property in the ordinary course of business when no longer needed to operate the network, such as in order to upgrade Equipment and improve Facilities, provided that at least the same level of service provided by the network is maintained and there is no material interruption to service and that such upgraded property is subject to the same Contract requirements as other Project Property;
- (h) may otherwise sell or transfer Project Property only after provision of notice to OBDD and Treasury that identifies the successor or transferee and after securing the agreement of the successor or transferee to comply with these requirements and the acknowledgement of the successor or transferee of the federal property interest and Federal Interest Period; and
- (i) must notify OBDD and Treasury upon the filing of a petition under the Bankruptcy Code, whether voluntary or involuntary, with respect to Recipient or its affiliates.

(3) Encumbrances on Project Property.

- (a) Pursuant to 2 C.F.R. § 200.316 and in recognition that BDP and ARPA CPF are being executed for the benefit of the public being served by the broadband infrastructure, for the duration of the Federal Interest Period, Recipient must hold Project Property in trust for the beneficiaries of the ARPA CPF broadband infrastructure project.
- (b) Recipient may encumber Project Property only if Treasury receives a shared first lien position in the Project Property such that, if the Project Property were foreclosed upon and liquidated, Treasury would receive the portion of the fair market value of the property that is equal to Treasury's percentage contribution to the Project costs. For example, in the case in which Treasury had contributed 50% of the Project costs, Treasury would receive 50% of the fair market value of the Project Property when liquidated. Recipient shall use standard forms of liens, covenants, and intercreditor agreements provided or approved by Treasury to implement this requirement.
- (c) Recipient must comply with 2 C.F.R. § 200.312, to the extent any federally-owned real property or equipment is used by Recipient.
- (d) If Recipient is unable to comply with the requirements provided in the Guidance, Recipient must request disposition instructions from Treasury pursuant to 2 C.F.R. § 200.311(c) or 200.313(e), as applicable.

- S. Books and Records; Inspections; Monitoring; Information. Recipient shall keep accurate books and records (electronic and otherwise) sufficient to evidence compliance with ARPA CPF, the Guidance, and this Contract. Recipient shall maintain the books and records according to generally accepted accounting principles [*for government entities only*: established by the Government Accounting Standards Board in effect at the time. Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient]. Recipient shall permit the State, the federal government and their duly authorized representatives, and any party designated by the State: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. Recipient shall be responsible for monitoring any subcontract it enters into with this Contract's federal Grant funding. Recipient understands and agrees that OBO and authorized representatives may evaluate Recipient's ability to complete the activities funded under this Contract through ongoing monitoring. Recipient shall supply any related reports and information as OBO may reasonably require, including cooperation with OBO to provide all necessary financial information and records to comply with ARPA CPF reporting requirements, including but not limited to the reporting requirements detailed in Exhibit A.
- T. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Grant for a minimum of ten years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Completion Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- U. Notice of Event of Default. Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- V. Select one [FOR private entities, and out of state governmental entities: Indemnity; Release.
- (1) To the extent authorized by law, Recipient shall defend, indemnify, save and hold harmless and release the State of Oregon, OBDD, OBO and their officers, employees and agents from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards, including but not limited to costs, expenses, and reasonable attorneys' fees incurred (collectively, "Claims"), related to any actual or alleged act or omission by Recipient, or its officers, employees, agents or contractors, in connection with this Contract, the Project, PWR or Davis-Bacon Act requirements, including without limitation, any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by BOLI, the U.S. Department of Labor, the Internal Revenue Service, Treasury and any other federal, state, governmental or quasi-governmental body with regulatory jurisdiction arising from the Project or the actions or omissions of Recipient, or its officers, employees, contractors, or agents.
 - (2) Notwithstanding the foregoing, neither Recipient nor any attorney engaged by Recipient may defend any Claim in the name of the State of Oregon, nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Recipient settle any Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Recipient will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. The provisions of this section are not to be construed as a waiver by the State of Oregon, OBDD, or OBO of any immunity, defense or limitation on

damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon. If attorney fees are awarded to Recipient, such attorney fees shall not exceed the rate charged to OBDD by its attorneys.]

[FOR Oregon Governmental Entities:

(1) Contributory Liability and Contractor Indemnification- Tort Claims.

- (a) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third-Party Tort Claim”) against a party to this Contract (the “Notified Party”) with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third-Party Tort Claim. Either party is entitled to participate in the defense of a Third-Party Tort Claim, and to defend a Third-Party Tort Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party’s liability to the other in regard to the Third-Party Claim.

If the parties are jointly liable (or would be if joined in the Third-Party Tort Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

- (b) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Contractor Tort Claims”). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Contractor Tort Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Contractor Tort Claims. This Section shall survive termination of this Contract.

(2) Indemnity; Release- Claims Other Than Torts.

- (a) Except for Third-Party Tort Claims and Contractor Tort Claims as provided in Section 5V.(1) above, to the extent authorized by law, Recipient shall defend, indemnify, save and hold harmless and release the State, OBDD, OBO and their officers, employees and agents from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards including but not limited to costs, expenses, and reasonable attorneys’ fees incurred (collectively, “Non-Tort Claims”), related to any actual or alleged act or omission by Recipient, or its officers, employees, contractors, or agents in connection with this Contract, the Project, PWR or Davis-Bacon Act requirements, including without limitation, any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by BOLI, the U.S. Department of Labor, the

Internal Revenue Service, Treasury and any other federal, state, governmental or quasi-governmental body with regulatory jurisdiction arising from the Project or the actions or omissions of Recipient, or its officers, employees, contractors, or agents.

- (b) Notwithstanding the foregoing, neither Recipient nor any attorney engaged by Recipient may defend any Non-Tort Claim in the name of the State of Oregon, nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Recipient settle any Non-Tort Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Recipient will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. The provisions of this section are not to be construed as a waiver by the State of Oregon, OBDD, or OBO of any immunity, defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon. If attorney fees are awarded to Recipient, such attorney fees shall not exceed the rate charged to OBDD by its attorneys.]

W. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses...” OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz>.

SECTION 6 - DEFAULT

Any of the following constitutes an “Event of Default”:

A. False or Misleading Statement.

- (1) Any material false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant.
- (2) In addition, making false statements or claims in connection with this Grant is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

B. Failure to Perform. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this Section 6, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 7 – REMEDIES

A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any

other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:

- (1) Terminating OBDD's commitment and obligation to make the Grant or disbursements of Financing Proceeds under the Contract.
 - (2) Barring Recipient from receiving future OBO awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract.
 - (4) Requiring repayment of all or a portion of the Grant and interest on all or any portion of the Grant earned by Recipient on those Grant funds.
 - (5) Terminating the Contract.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to Section 8.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Financing Proceeds owed; then, to pay other amounts due and payable under this Contract, if any.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in Section 6B. of this Contract.
- D. Default by OBDD or OBO. In the event OBDD or OBO defaults on any obligation in this Contract, Recipient's sole remedy will be for disbursement of Financing Proceeds for costs of the Project, not to exceed the Grant Amount, less any claims the State has against Recipient.

SECTION 8 - TERMINATION

In addition to terminating this Contract upon an Event of Default as provided in Section 7, OBDD may terminate this Contract upon 30 days written notice to Recipient under any of the following circumstances:

- A. If OBDD anticipates a shortfall in applicable revenues or OBDD fails to receive sufficient funding, appropriations or other expenditure authorizations to allow OBDD, in its reasonable discretion, to continue making payments under this Contract.
- B. There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.
- C. If OBDD, in its discretion, desires to terminate the Contract for convenience. In the event of such termination not the fault of Recipient, Recipient may be reimbursed for costs and non-cancellable commitments incurred in connection with the Contract, up to the date of termination.

This Contract may be terminated at any time by mutual written consent of the parties.

SECTION 9 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.

- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
- (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
- (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
- (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.
- (5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that OBDD deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:

- (1) The State makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) In no event is the State or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD: Deputy Director
Oregon Business Development Department
775 Summer Street NE Suite 310
Salem, OR 97301-1280

With Copy to: Oregon Broadband Office
[TBD]

If to Recipient: «ContactTitle»
«Recipient»
«RecipAddress»
«RecipCityStateZip»

E. Confidentiality of Submissions.

- (1) Reports, documentation and other information that Recipient submits to the State pursuant to this Contract (“Submissions”), including but not limited to the reports required in Exhibit A, are subject to the Oregon Public Records Law, ORS Chapter 192.
- (2) In addition, Recipient acknowledges that any information that the State submits, including Recipient’s Submissions, for its reporting and compliance obligations established by the U.S. Treasury, including the submission of quarterly project and expenditure reports, annual performance reports and information on workforce plans and practices, may be publicly disclosed.
- (3) Recipient should not submit any information to the State that it does not want publicly disclosed and should assume that all Submissions are subject to public disclosure without any prior notice, even if marked confidential.
- (4) Recipient may mark Submissions or portions of a Submission that Recipient believes qualify under a Public Records Law exemption or other law that exempts from disclosure the Submission or portion of the Submission. To mark a Submission or portion of a Submission believed exempt from disclosure, Recipient shall clearly identify in the body of the Submission the material that is believed exempt from disclosure with words such as “CONFIDENTIAL – DO NOT DISCLOSE” or other words to the same effect. Notwithstanding the foregoing, Recipient’s failure to mark a Submission or portion of a Submission, shall not be conclusive evidence as to whether a Submission was submitted in confidence or is subject to disclosure.
- (5) OBDD will disclose Submissions or portions of Submissions to the extent required by Oregon Public Records Law and to the extent disclosure is required by other law, court order or government order, including orders from the Attorney General.

F. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.

G. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

H. Amendments, Waivers.

- (1) This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- (2) Notwithstanding Section 9H.(1) above, the parties agree that OBDD may extend the Project Completion Deadline by sending a written notice of amendment to Recipient (“Letter Amendment”), and Recipient will not be required to provide written consent to effect the amendment.

I. Attorneys’ Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys’ fees and costs at trial and on appeal. Reasonable attorneys’ fees cannot exceed the rate charged to OBDD by its attorneys.

J. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion

County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- K. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- L. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

SIGNATURES TO FOLLOW BELOW



STATE OF OREGON
acting by and through its Oregon
Business Development Department

[logo]

«Recipient NAME»

By: _____
Chris Cummings, Deputy Director

By: _____
«Person & Title»

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

[Not Required per OAR 137-045-0030]

/s/ [Approving Attorney] as per email dated [dd Mmm 202y]

EXHIBIT A
PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

Project Description: Recipient will, with the assistance of a professional engineer licensed in Oregon, create, install and deploy a fully-functioning, commercially servicable broadband network that meets all of the Project Completion Standards for all the locations listed in the attached **Appendix 1** (“Project Service Locations”), which is incorporated herein by reference. The Project Service Locations provided in Appendix 1 can be described as serving the following communities: [insert general description using counties and cities or landmarks, etc.]. The broadband network infrastructure for the Project will be owned by [Recipient or *insert name(s) of other permitted owners*] at the Project’s Substantial Completion. The Internet Service Provider[s] (ISP[s]) for the Project at Substantial Completion shall be [*insert name(s)*].

Project Completion Standards:

1. Recipient agrees that upon Project completion the network will serve no less than [*insert number*] Project Service Locations that are detailed in Appendix 1.
2. Recipient shall ensure that the final outcome of this Project will be increased access to high-speed broadband service which will result in improved broadband infrastructure.
3. The Project shall:
 - A. Deploy [*insert description, e.g. wired, wireless, fiber, etc.*] technology to provide service to the Project Service Locations;
 - B. Deploy approximately [*insert number*] new fiber miles; and
 - C. Utilize the following infrastructure deployment method[s]: [*insert method, i.e. aerial, buried, or mixed*].
4. The Project shall be designed and built to provide end users at all Project Service Locations service that upon Project completion meets the following requirements (collectively, “**Service Quality Requirements**”):
 - A. Reliably meets or exceeds symmetrical speeds of 100 Mbps. [*In cases where that is not practicable, because of the excessive cost of the Project, geography, or topography of the Project Service Location to be served (identified and approved by OBO), the following exception may be inserted: Notwithstanding the previous sentence, the following Project Service Location shall reliably meet or exceed 100 Mbps download speed and at least 20 Mbps upload speed, and be scalable to symmetrical speeds of 100 Mbps: insert fabric location IDs or provide a separate exhibit of the IDs.*]
 - B. Network Capacity: Service must remain available at or near minimum speeds to all Project Service Locations, regardless of peak network load times.
 - C. Latency: Service that enables access to health, education, and remote work resources with a measured latency less than 100ms.
 - D. Data Caps, Throttling: Service with un-throttled, full-speed data usage allowances of at least 1 terabyte per month for all subscription plans offered to end users at Project Service Locations.
5. The Project shall be fully operational and available to customers by September 30, 2026.

Project Work:

Recipient will do each of the following:

1. Design, install, construct, test, maintain, and operate the Project’s broadband network to serve the Project Service Locations;
2. Secure all necessary permits for the Project;
3. Acquire such Equipment as is necessary to install, create, and maintain the Project’s broadband network;
4. Construct and install its related Facilities for the Project.
5. Acquire all necessary real property interests or access rights to real property for the purpose of installing its Equipment and Facilities.

Project Reporting Requirements:

Recipient shall submit quarterly and annual reports to OBO, using reporting templates to be provided by OBO, which must include such information as is necessary for OBO to comply with the reporting requirements established by the U.S. Treasury, primarily found in the Coronavirus Capital Projects Fund Compliance and Reporting Guidance For States, Territories, and Freely Associated States at <https://home.treasury.gov/system/files/136/Revised-CPF-State-Guidance.pdf> (issued March 2024).

The quarterly reports, called Project and Expenditure Reports, will provide information on the Project funded, obligations, expenditures, project status, outputs, performance indicators, and other information. The annual report, called a Performance Report, will provide information on the BDP Project funded by ARPA CPF and describe the outputs and outcomes of the BDP.

Report Name	Frequency	Due Dates for Recipient Submission to OBO
Quarterly Report	Quarterly	April 10 th (for January 1-March 31 period), July 10 th (for April 1- June 30 period), October 10 th (for July 1- September 30), January 10 th (for October 1-December 31 period)
Annual Report	Annually	July 10, 2025 (for July 1, 2024 -June 30, 2025) July 10, 2026 (for July 1, 2025- June 30, 2026) February 10, 2027(for July 1, 2026 – December 31, 2026)

The reporting due dates in the Treasury Guidance apply to the State. The due dates in the above Contract table, rather than the Treasury Guidance dates, apply to Recipient as they are earlier dates and allow time for the State to submit cumulative reports to Treasury.

Quarterly Project and Expenditure Reports

Reporting requirements shall include but are not limited to providing the following:

1. Any Project Budget updates.
2. Information describing the Project (including start, completion and operation dates) and any update changes to that information.
3. Obligations and expenditures for current period and cumulatively.
4. Project status/progress.
5. Certification that prevailing wage requirements are fulfilled.

6. Project data (Including but not limited to identification of type of delivery technology; number and type of locations served – planned/actual; speed and latency data; etc.).
7. Geographic location of locations served.

Annual Performance Reports

Reporting requirements shall include but are not limited to providing the following:

1. A high-level overview of Recipient's actual uses of funding and progress made during the period covered, and an overview of key outcomes and any noteworthy challenges or opportunities identified during the period covered.
2. A short narrative describing the intended and actual use of funds, and the performance of the Project that describes the activities implemented and still planned.
3. Narratives about the people at the locations served.
4. Efforts and outcomes during the period covered to promote equity and address critical needs.
5. Workforce practices and labor standards implemented during the Project.
6. Community engagement – how feedback is received and handled during project implementation.
7. Information to show compliance with federal civil rights laws, including not denying benefits or services, or otherwise discriminating on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity).
8. Project Data, including but not limited to the following: (i) The number of homes and businesses that Recipient's grant-supported broadband network serves; (ii) The number of additional homes and businesses that Recipient expects to serve through the grant supported broadband network within the following year; (iii) The speed tiers, advertised rates, and services that Recipient offers to customers through the grant-supported broadband network, including speed tiers, rates, and other services that Recipient offers to low-income households; and (iv) Other performance metrics as requested, in writing, by OBO.

APPENDIX 1- PROJECT SERVICE LOCATIONS BY FCC FABRIC ID

[TBD—tailored list for each Recipient]

DRAFT

APPENDIX 2- WORK PLAN WITH MILESTONES AND COST ESTIMATES

[TBD—tailored by each Recipient’s Project and negotiated with OBO]

DRAFT

APPENDIX 3- PROJECT GRANT BUDGET

Project Budget Line Items	ARPA CPF Funds (Grant)	[Required Cash Match Funds]
TOTAL	\$«Grant»	[\$«OtherFunds»]

Recipient may transfer Grant funds among line items in the Budget with written notice to and approval by OBO. Notice to OBO and approval by OBO shall be by email.

[Recipient may transfer Match Funds among line items in the Budget table as Recipient chooses.]

Recipient shall complete the Project and use its own fiscal resources or money from other sources not provided in the above table to pay for any costs of the Project in excess of the total amount described in the Budget table.

EXHIBIT B – CERTIFICATION REGARDING LOBBYING

(Awards in excess of \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____

Title _____

Date _____

**EXHIBIT C – FEDERAL AWARD INFORMATION
REQUIRED BY 2 C.F.R. § 200.332(A)(1)**

[TBD—tailored to each Recipient]

DRAFT

TO: Sherwood City Council

FROM: Craig Sheldon, City Manager
Through: Sebastian Tapia, Interim City Attorney

SUBJECT: Resolution 2025-012, Appointment of City Council Liaison Assignments

Issue:

Shall the City Council approve the City Council Liaison assignments for 2025?

Background:

At the beginning of each new calendar year, the mayor appoints City Councilors to various liaison assignments for both city and non-city commissions, boards and committees as the mayor deems necessary. Mayor Rosener has made such appointments which are outlined in Exhibit A which is attached to the subject resolution. The primary role of the liaison member is to convey information from the Council to the commission or committee and from the commission or committee to the Council.

Chapter 6.II.A.1 of the Rules of Procedure for City Council stipulates that the mayor's appointments are approved by the consent of the City Council by resolution. These assignments are for the calendar year 2025.

Financial Impacts:

There are no additional financial impacts as a result of approval of this resolution.

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2025-012, Appointment of City Council Liaison Assignments.



RESOLUTION 2025-012

APPOINTMENT OF CITY COUNCIL LIAISON ASSIGNMENTS

WHEREAS, the current Rules of Procedure for City Council in Chapter 6 outlines the process for appointment of Councilor Liaisons to both city and non-city commissions, boards and committees; and

WHEREAS, Mayor Tim Rosener has appointed Councilors to their respective assignments as outlined in the attached Exhibit A; and

WHEREAS, Councilor liaison assignments are required to be approved by consent of City Council.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The Council Liaison assignments as outlined in the attached Exhibit A are approved for 2025.

Section 2. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 21st of January 2025.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

Boards and Commissions - 2025 Council Liaison Assignments

	New - 2025		2024	
	Liaison	Alternate	Liaison	Alternate
Planning Commission	Taylor Giles	Kim Young	Dan Standke	Keith Mays
Parks and Recreation Advisory Board	Doug Scott	Dan Standke	Doug Scott	Taylor Giles
Library Advisory Board	Dan Standke	Renee Brouse	Taylor Giles	Dan Standke
Culture Arts Commission	Keith Mays	Dan Standke	Keith Mays	Taylor Giles
Police Advisory Board	Kim Young	Doug Scott	Kim Young	Renee Brouse
Budget Committee	Tim Rosener	Kim Young	Tim Rosener	Kim Young
Senior Advisory Board	Renee Brouse	Keith Mays	Renee Brouse	Doug Scott

Other Boards and Organizations

	Liaison	Alternate	Liaison	Alternate
Comm Development Block Grant Adv BD	Kim Young	Taylor Giles	Kim Young	Dan Standke
Willamette River Water Coalition	Keith Mays	Kim Young	Keith Mays	Kim Young
Regional Water Providers Consortium	Renee Brouse	Doug Scott	Renee Brouse	Doug Scott
Willamette Intake Facilities Commission	Keith mays	Kim Young	Keith mays	Kim Young
WCCC	Tim Rosener	Kim Young	Tim Rosener	Kim Young
Metro in General	Tim Rosener	Kim Young	Tim Rosener	Kim Young
Washington County in General	Tim Rosener	Kim Young	Tim Rosener	Kim Young
Sherwood YMCA BOM	Taylor Giles	Renee Brouse		
Sherwood SSD/YSAT	Dan Standke	Kim Young	Taylor Giles	Kim Young

TO: Sherwood City Council

FROM: David Bodway, Finance Director

Through: Craig Sheldon, City Manager and Sebastian Tapia, Interim City Attorney

SUBJECT: Resolution 2025-011, Adopting a Supplemental Budget for fiscal year 2024-25 and making appropriations

Issue:

Shall the City Council adopt a supplemental budget and approve the corresponding appropriations for fiscal year 2024-25?

Background:

Pursuant to ORS 294.463, Oregon Municipalities can transfer appropriation between existing categories during the budget year and pursuant to ORS 294.471 and 294.473, Oregon Municipalities can make one or more supplemental budgets. Our practice over the past years is to perform such transfers generally twice per year, once around mid-fiscal year and then at the end of the fiscal year, if necessary.

The purposes for the appropriations have been detailed in Exhibit 1 and sorted by the source of funding for each expenditure. Please refer to that exhibit for additional information.

Financial Impacts:

The financial impacts are detailed in Exhibit 2 to the Staff Report as well as in the Resolution itself. The net impact by fund is shown in the increases / (decreases) of "Total Unappropriated and Reserve Amounts". All funds have a positive net impact of this supplemental budget aside from the Economic Development and Promotion Fund and Storm Fund which have negative net impacts.

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2025-011, adopting a supplemental budget for fiscal year 2024-25 and making appropriations.

Exhibit 1
Requested appropriations by source of funding

GENERAL FUND

1. The beginning fund balance in the General Fund was higher than expected due to revenue exceeding expectations and prudent spending. Additionally, funds are being transferred in from the Community Investment Fund to assist the Police Department in over hiring due to upcoming planned retirements and the police department received a grant of \$45,000 to assist in purchasing an evidence van.
2. Additionally, the administration appropriation is being increased by \$66,362 to account for a project that carried over from prior fiscal year \$55,000, this was the upgrade of our current financial software, and the city insurance rates (Auto, Property and General Liability) came in slightly higher than originally budgeted by \$11,362.
3. Contingency is being reduce by \$109,550, this amount accounts for some of the Opioid settlement funds the City has received to date, \$25,000 will be used to purchase a drug identification machine, \$24,550 will pay for the Mental Health Response Team (MHRT) and the remaining amount \$60,000 is being used to cover the balance owing on the community outreach/evidence van.
4. Public Safety appropriation is being increased by \$130,960. This accounts for the \$25,000 drug detection machine, \$24,550 for (MHRT) and \$81,410 for over hiring to assist in covering planned retirements.
5. Public works appropriation is being increased by \$105,000 to purchase the evidence van for the Police Department.

Additional beginning fund balance	\$ 70,713
Intergovernmental Grant	45,000
Transfer In	81,410
Total to General Fund	197,123
Administration	66,362
Public Safety	130,960
PW Operations – Fleet	105,000
Contingency	(109,550)
Total proposed FY24-25 uses of funds	\$ 192,772
Remaining funds – Reserve for Future Years	\$ 4,351

PUBLIC ART FUND

1. The beginning fund balance in the Public Art Fund was higher than budgeted due to the timing of the roundabout Art project and the crossing of fiscal years. The Capital Department appropriation is being increased by this \$113,501 carry over fund balance since the completion of the roundabout art will occur this fiscal year.

Additional beginning fund balance	\$ 113,501
Total to Public Art Fund	113,501
Capital Department	113,501
Total proposed FY24-25 uses of funds	\$ 113,501

COMMUNITY INVESTMENT FUND

1. The beginning fund balance for the Community Investment Fund was higher than projected. Additionally, and as presented to the budget committee, this fund is loaning money to other city funds this fiscal year. Due to the timing of these interfund loans, interest revenue is higher than originally budgeted.
2. Contingency is being reduced by \$35,552 and the transfer out appropriation is being increased by \$81,410 to assist the Police Department in over hiring. The thought here was to use interest earnings to assist the Police Department while still keeping the principal amount in this fund intact.

Additional beginning fund balance	\$ 506
Interest	45,858
Total to Community Investment Fund	\$ 46,364
Contingency	(35,552)
Transfer Out to General Fund	81,410
Total proposed FY24-25 uses of funds	\$ 45,858
Reserve for Future Years	\$ 506

GENERAL CONSTRUCTION FUND

1. The beginning fund balance in the General Construction Fund was higher than projected. This was due to timing of the Cedar Creek Trail project. The carryforward, unspent funding for this project has been included and an adjustment to Capital is reflected below.

Additional beginning fund balance	\$ 237,389
Total to General Construction Fund	\$ 237,389
Capital Department	237,389
Total proposed FY24-25 uses of funds	\$ 237,389
Remaining Funds	\$ 0

STREET CAPITAL FUND

1. The beginning fund balance for the Street Capital Fund was higher than projected. This was due to timing of various projects. Additionally, the city wants to make pedestrian safety improvements on sunset. The carryforward balance, and additional funding needed for these safety improvements has been included and is reflected below.

Additional beginning fund balance	\$ 1,715,367
Total to Street Capital Fund	\$ 1,715,367
Capital Department	375,000
Total proposed FY24-25 uses of funds	\$ 375,000

Exhibit 2

Supplemental Budget, Appropriations and Financial Impacts FY 24-25

Fund	General	TLT	Public Art	ED & Promotion	Community Investment	Grants	General Construction	Street Operations	Street Capital	Water	Sanitary	Storm	Total
Resources													
Beginning fund balance	70,713	41,730	113,501	(17,166)	506	12,889	237,389	220,128	1,715,367	1,337,838	967,379	(103,936)	4,596,338
Intergov	45,000	-	-	-	-	-	-	-	-	-	-	-	45,000
Charges for services	-	-	-	-	-	-	-	-	-	-	-	-	-
Infrastructure Development Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	45,858	-	-	-	-	-	-	-	45,858
Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers in	81,410	-	-	-	-	-	-	-	-	-	-	-	81,410
Total Resources	197,123	41,730	113,501	(17,166)	46,364	12,889	237,389	220,128	1,715,367	1,337,838	967,379	(103,936)	4,768,606
Requirements													
Administration	66,362	-	-	-	-	-	-	-	-	-	-	-	66,362
Comm. Development	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Safety	130,960	-	-	-	-	-	-	-	-	-	-	-	130,960
Community Services	-	-	-	-	-	-	-	-	-	-	-	-	-
PW Operations	105,000	-	-	-	-	-	-	-	-	-	-	-	105,000
Operations Department	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Department	-	-	113,501	-	-	-	237,389	-	375,000	-	-	-	725,890
Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	81,410	-	-	-	-	-	-	-	81,410
Contingency	(109,550)	41,730	-	-	(35,552)	-	-	-	-	-	-	-	(103,372)
Total Appropriations	192,772	41,730	113,501	-	45,858	-	237,389	-	375,000	-	-	-	1,006,250
Total Unappropriated and Reserve Amounts	4,351	-	-	(17,166)	506	12,889	-	220,128	1,340,367	1,337,838	967,379	(103,936)	3,762,356
Total Requirements	197,123	41,730	113,501	(17,166)	46,364	12,889	237,389	220,128	1,715,367	1,337,838	967,379	(103,936)	4,768,606



RESOLUTION 2025-011

ADOPTING A SUPPLEMENTAL BUDGET FOR FISCAL YEAR 2024-25 AND MAKING APPROPRIATIONS

WHEREAS, on June 18, 2024, the City of Sherwood budget for fiscal year 2024-25 was adopted and funds were appropriated by the City Council; and

WHEREAS, the City of Sherwood has since received or expects to soon receive unanticipated revenues and a supplemental budget is required in order to expend those revenues; and

WHEREAS, beginning fund balances either exceeded or fall short of projections due to savings in the later part of fiscal year 2023-2024 or revenue and expenditures failing to meet budgeted/projected expectations; and

WHEREAS, certain unplanned events have occurred during the course of this budget year; and

WHEREAS, in order not to overspend appropriations in any category of expenditures, it is necessary to transfer appropriations within several funds from certain expenditure categories to other expenditure categories; and

WHEREAS, the purpose of all new and transferred appropriations are detailed in Exhibit A attached hereto; and

WHEREAS, pursuant to ORS 294.463, Oregon Municipalities can transfer appropriation between existing categories during the budget year; and

WHEREAS, pursuant to ORS 294.471 and 294.473, Oregon Municipalities can make one or more supplemental budgets; and

WHEREAS, in accordance with local budget law, notice was published on January 16, 2025 of the public hearing that was held before the City Council on January 21, 2025.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. **Adoption of an FY24-25 Supplemental Budget.** The City Council of the City of Sherwood, Oregon hereby adopts the supplemental budget for FY24-25 in the sum of \$4,768,606.

Section 2. Making Appropriations. The additional amounts for the fiscal year beginning July 1, 2024 shown below are hereby appropriated as follows:

Fund	General	TLT	Public Art	ED & Promotion	Community Investment	Grants	General Construction	Street Operations	Street Capital	Water	Sanitary	Storm	Total
Resources													
Beginning fund balance	70,713	41,730	113,501	(17,166)	506	12,889	237,389	220,128	1,715,367	1,337,838	967,379	(103,936)	4,596,338
Intergov	45,000	-	-	-	-	-	-	-	-	-	-	-	45,000
Charges for services	-	-	-	-	-	-	-	-	-	-	-	-	-
Infrastructure Development Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	45,858	-	-	-	-	-	-	-	45,858
Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers in	81,410	-	-	-	-	-	-	-	-	-	-	-	81,410
Total Resources	197,123	41,730	113,501	(17,166)	46,364	12,889	237,389	220,128	1,715,367	1,337,838	967,379	(103,936)	4,768,606
Requirements													
Administration	66,362	-	-	-	-	-	-	-	-	-	-	-	66,362
Comm. Development	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Safety	130,960	-	-	-	-	-	-	-	-	-	-	-	130,960
Community Services	-	-	-	-	-	-	-	-	-	-	-	-	-
PW Operations	105,000	-	-	-	-	-	-	-	-	-	-	-	105,000
Operations Department	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Department	-	-	113,501	-	-	-	237,389	-	375,000	-	-	-	725,890
Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	81,410	-	-	-	-	-	-	-	81,410
Contingency	(109,550)	41,730	-	-	(35,552)	-	-	-	-	-	-	-	(103,372)
Total Appropriations	192,772	41,730	113,501	-	45,858	-	237,389	-	375,000	-	-	-	1,006,250
Total Unappropriated and Reserve Amounts													
	4,351	-	-	(17,166)	506	12,889	-	220,128	1,340,367	1,337,838	967,379	(103,936)	3,762,356
Total Requirements	197,123	41,730	113,501	(17,166)	46,364	12,889	237,389	220,128	1,715,367	1,337,838	967,379	(103,936)	4,768,606

Section 3. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 21st of January 2025.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

Exhibit A
Requested appropriations by source of funding

GENERAL FUND

1. The beginning fund balance in the General Fund was higher than expected due to revenue exceeding expectations and prudent spending. Additionally, funds are being transferred in from the Community Investment Fund to assist the Police Department in over hiring due to upcoming planned retirements and the police department received a grant of \$45,000 to assist in purchasing an evidence van.
2. Additionally, the administration appropriation is being increased by \$66,362 to account for a project that carried over from prior fiscal year \$55,000, this was the upgrade of our current financial software, and the city insurance rates (Auto, Property and General Liability) came in slightly higher than originally budgeted by \$11,362.
3. Contingency is being reduce by \$109,550, this amount accounts for some of the Opioid settlement funds the City has received to date, \$25,000 will be used to purchase a drug identification machine, \$24,550 will pay for the Mental Health Response Team (MHRT) and the remaining amount \$60,000 is being used to cover the balance owing on the evidence van.
4. Public Safety appropriation is being increased by \$130,960. This accounts for the \$25,000 drug detection machine, \$24,550 for (MHRT) and \$81,410 for over hiring to assist in covering planned retirements.
5. Public works appropriation is being increased by \$105,000 to purchase the evidence van for the Police Department.

Additional beginning fund balance	\$ 70,713
Intergovernmental Grant	45,000
Transfer In	81,410
Total to General Fund	197,123
Administration	66,362
Public Safety	130,960
PW Operations – Fleet	105,000
Contingency	(109,550)
Total proposed FY24-25 uses of funds	\$ 192,772
Remaining funds – Reserve for Future Years	\$ 4,351

PUBLIC ART FUND

1. The beginning fund balance in the Public Art Fund was higher than budgeted due to the timing of the roundabout Art project and the crossing of fiscal years. The Capital Department appropriation is being increased by this \$113,501 carry over fund balance since the completion of the roundabout art will occur this fiscal year.

Additional beginning fund balance	\$ 113,501
Total to Public Art Fund	113,501
Capital Department	113,501
Total proposed FY24-25 uses of funds	\$ 113,501

COMMUNITY INVESTMENT FUND

1. The beginning fund balance for the Community Investment Fund was higher than projected. Additionally, and as presented to the budget committee, this fund is loaning money to other city funds this fiscal year. Due to the timing of these interfund loans, interest revenue is higher than originally budgeted.
2. Contingency is being reduced by \$35,552 and the transfer out appropriation is being increased by \$81,410 to assist the Police Department in over hiring. The thought here was to use interest earnings to assist the Police Department while still keeping the principal amount in this fund intact.

Additional beginning fund balance	\$ 506
Interest	45,858
Total to Community Investment Fund	\$ 46,364
Contingency	(35,552)
Transfer Out to General Fund	81,410
Total proposed FY24-25 uses of funds	\$ 45,858
Reserve for Future Years	\$ 506

GENERAL CONSTRUCTION FUND

1. The beginning fund balance in the General Construction Fund was higher than projected. This was due to timing of the Cedar Creek Trail project. The carryforward, unspent funding for this project has been included and an adjustment to Capital is reflected below.

Additional beginning fund balance	\$ 237,389
Total to General Construction Fund	\$ 237,389
Capital Department	237,389
Total proposed FY24-25 uses of funds	\$ 237,389
Remaining Funds	\$ 0

STREET CAPITAL FUND

1. The beginning fund balance for the Street Capital Fund was higher than projected. This was due to timing of various projects. Additionally, the city wants to make pedestrian safety improvements on sunset. The carryforward balance, and additional funding needed for these safety improvements has been included and is reflected below.

Additional beginning fund balance	\$ 1,715,367
Total to Street Capital Fund	\$ 1,715,367
Capital Department	375,000
Total proposed FY24-25 uses of funds	\$ 375,000

Sherwood City Council Meeting

Date: January 21, 2025

- List of Meeting Attendees: ✓
- Request to Speak Forms: ✓
- Documents submitted at meeting: ✓

Work Session

- “Annual Housing Report 2024” PowerPoint presentation & 2024 Annual Housing Report, Exhibit A
- “Supportive Housing Services (SHS) Year 3 Annual Report” PowerPoint presentation from Washington County Department of Housing Services representatives Nicole Sting and Jessi Adams, Exhibit B
- “Fiscal Year 2023-2024 Annual Report” handout from Washington County Department of Housing Services representatives Nicole Sting and Jessi Adams, Exhibit C

ANNUAL HOUSING REPORT 2024

January 21, 2025

Eric Rutledge, Community Development Director

Sean Conrad, Planning Manager



1/21/2025
Date

WS
Agenda Item

City Council
Gov. Body

A
Exhibit #

ANNUAL HOUSING REPORT (2024)

Council Goals FY 24/25

Pillar 3 - Livability and Workability

Deliverable - Monitor Housing, Track Progress on Issues, Actively Participate, as Needed, with Legislature and Rule Making Committees



ANNUAL HOUSING REPORT (2024)

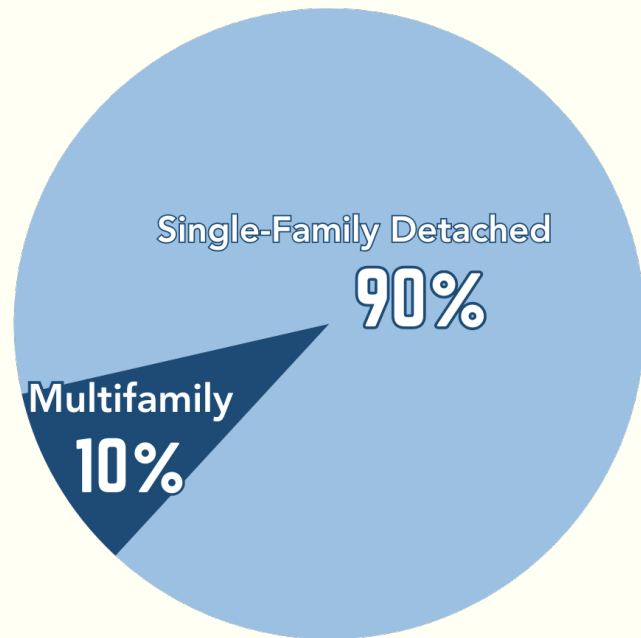
2024 Calendar Year Summary

- 94 units permitted
- 93 units constructed
- No land use approvals granted to create new lots
- New state housing legislation passed

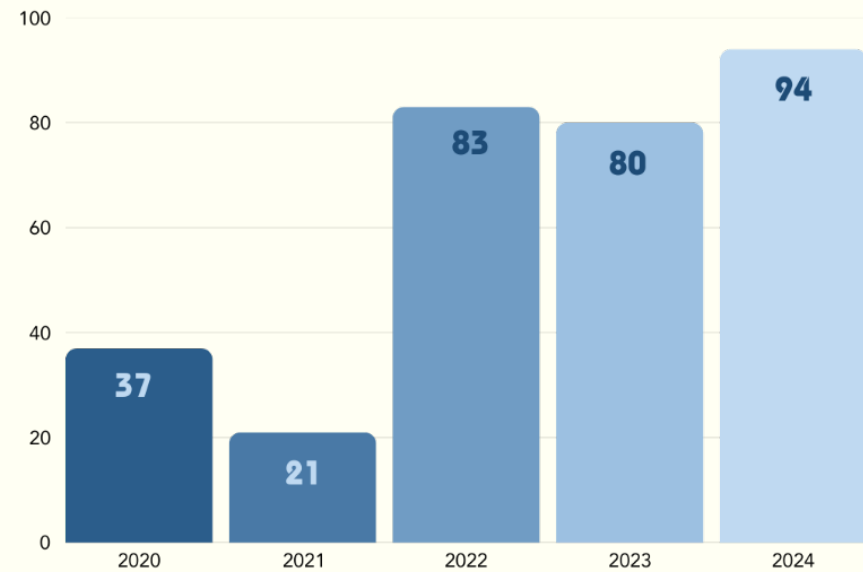


ANNUAL HOUSING REPORT (2024)

Residential Units Permitted (94 Total)

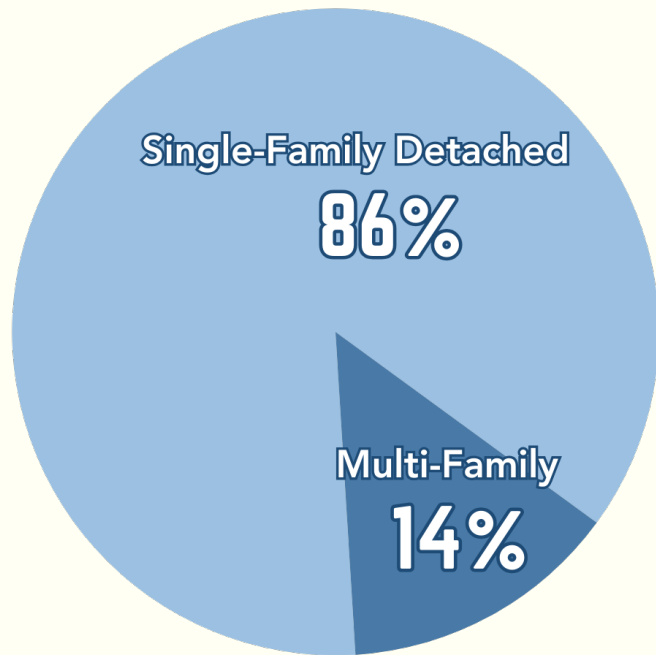


Residential Units Permitted (2020-2024)

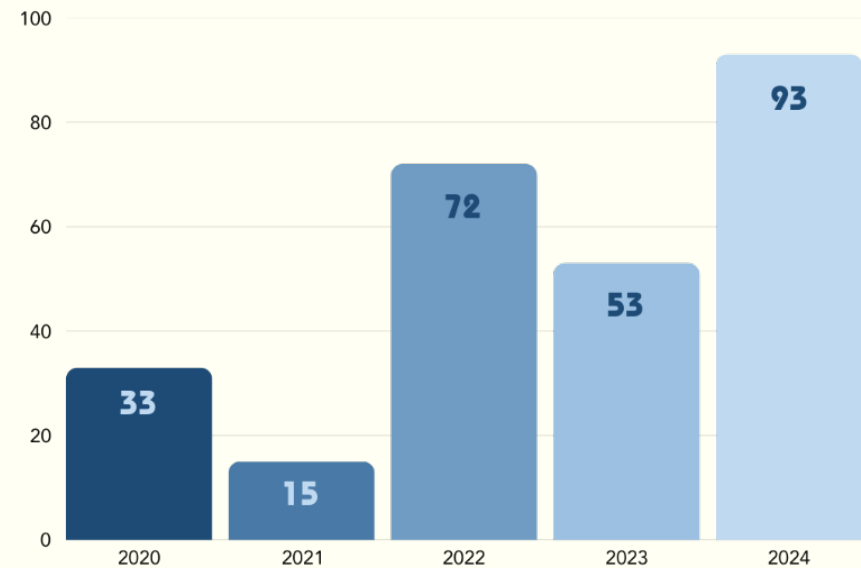


ANNUAL HOUSING REPORT (2024)

Residential Units Constructed (93 Total)



Residential Units Constructed (2020-2024)



ANNUAL HOUSING REPORT (2024)

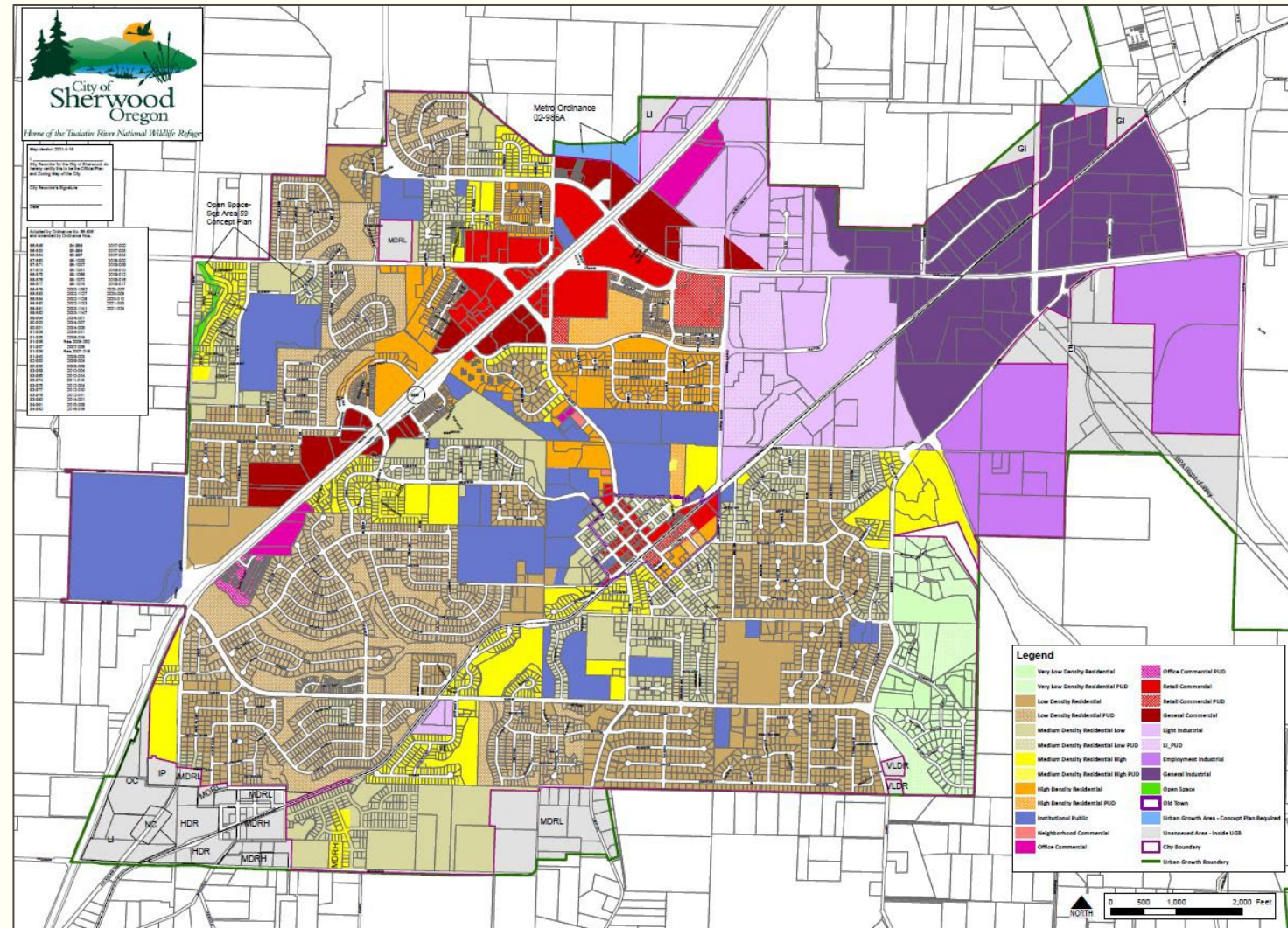
State legislation passed

- SB 1530 (Passed) – This bill makes investments directed at the immediate housing needs for Oregonians (emergency shelters, eviction diversion programs, land acquisition for affordable housing, etc.)
- SB 1537 (Passed) – This bill establishes the Housing Production and Accountability Office; awards lawyer fees for more housing appeals; assists with infrastructure for housing; creates a fund for grants to developers of affordable housing; makes cities approve changes to housing rules; makes cities expedite applications to build housing; lets cities change their growth boundaries; requires local governments to approve certain adjustments to land use regulations for housing development within an urban growth boundary.
- HB 4134 (Passed) - Requires the Oregon Business Development Department to provide grants to cities for specified infrastructure projects that will benefit housing developments that will make at least 30 percent of the dwelling units affordable to workforce income households.

ANNUAL HOUSING REPORT (2024)

2025 Development Outlook

- Continued growth in Brookman Addition and Denali PUD for lower density
- Continue interest in the Town Center and along Highway 99W for higher density



ANNUAL HOUSING REPORT (2024)

2025 Planning Outlook

- Complete Old Town Strategic Plan
- Start Comprehensive Planning for Sherwood West
- Participate in 2025 Oregon long-session and ongoing rulemaking



ANNUAL HOUSING REPORT 2024

January 21, 2025

Eric Rutledge, Community Development Director

Sean Conrad, Planning Manager





Annual Housing Report 2024





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Page 1	Table of Contents and Definitions
Page 2	Year at a Glance
Page 3	Building Permits and Occupancy
Page 4	5-Year Permit History
Page 5	Obstacles to New Housing Production
Page 6	Local and State Legislative Summary

Definitions

Unit Permitted - building permit issued, allows construction on a unit to begin

Unit Constructed - occupancy issued, indicates completion of a unit and allows move-in

Land Use Approval - land use approval issued (subdivision, partition, or Site Plan), allowing the applicant to apply for building permits and public improvement design review

Single-Family Detached - a detached structure on a lot or parcel that is comprised of a single dwelling unit.

Multi-Family - a single structure containing five (5) or more dwelling units that share common walls or floor/ceilings with one or more units. The land underneath the structure is not divided into separate lots.

Accessory Dwelling Unit (ADU) - an interior, attached, or detached dwelling unit that is used in connection with, or that is accessory to, a single dwelling on a single lot or parcel.



2024 At a Glance



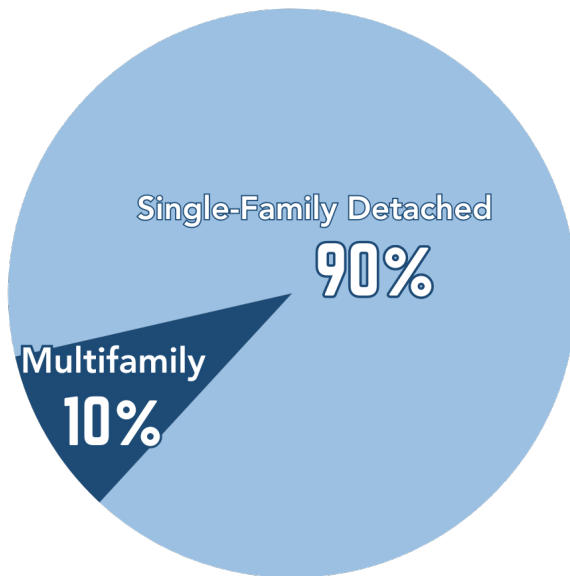
- 94 units permitted
- 93 units constructed
- No land use approvals were granted to create new lots





Building Permits and Occupancy

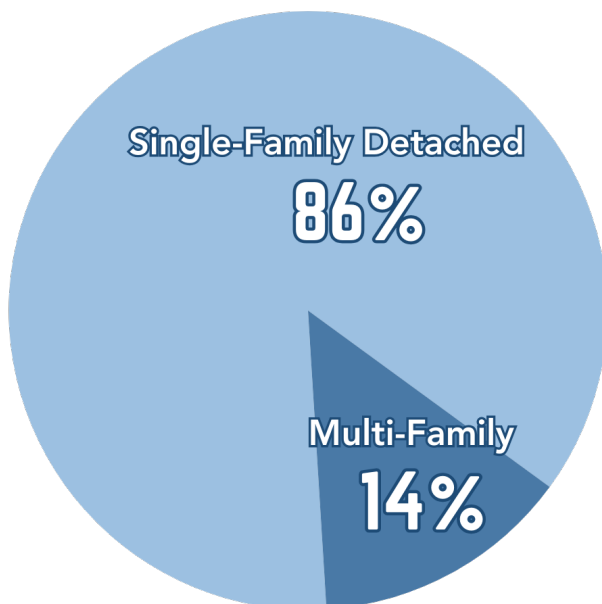
Residential Units Permitted (94 Total)



*Complete new residential units, does not include additions, remodels, or trade permits electrical, etc.)



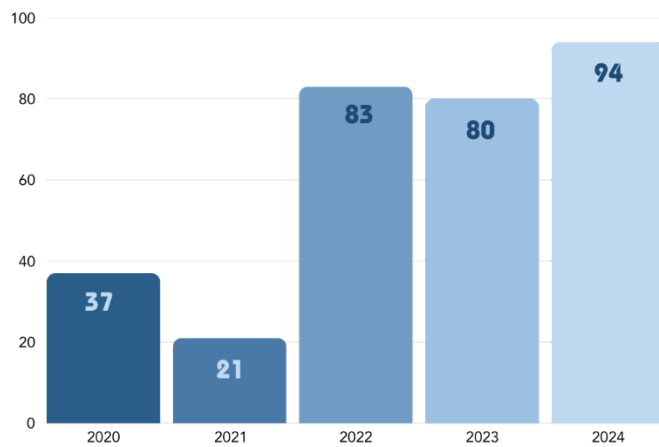
Residential Units Constructed (93 Total)





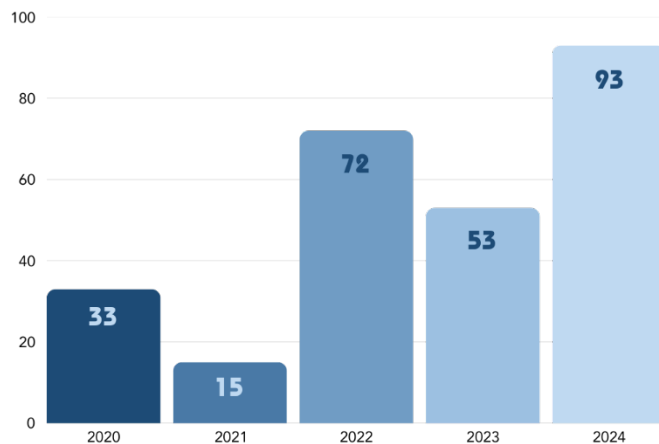
5-Year Permit History

Residential Units Permitted (2020-2024)



**315 residential units
permitted in last
5 calendar years;
average of 63 per year**

Residential Units Constructed (2020-2024)



**266 residential units
constructed in last
5 calendar years;
average of 53 per year**



Barriers to Housing Production



Infrastructure

Approximately 75% of potential housing units in Sherwood are constrained by infrastructure needs. This means that infrastructure investments beyond a developer's local portion is required for the property to develop, or the parcel size likely does not support the provision of its own local infrastructure to serve the property. Local jurisdictions cannot carry the burden of needed infrastructure alone. Without additional support from the State, County, and Metro, housing production will continue to lag behind the demand.

Other barriers to housing production:

- High land costs, especially within the Portland Metro
- High construction costs (materials)
- High construction costs (labor)
- Limited skilled labor (i.e. licensed tradespersons)
- Physically constrained land (wetlands, steep slopes, etc.)



Legislative Summary



City of Sherwood

No housing legislation was considered by the City in 2024.

State of Oregon

The State of Oregon passed a housing package during their regular 2024 legislative session. The housing package includes Senate Bill 1537, Senate Bill 1530, and House Bill 4134 which are intended to build more housing and bring down housing costs.

SB 1530 (Passed) – This bill makes significant and wide-ranging investments directed at the immediate housing needs for Oregonians like continuing shelter operations and recovery housing, and building on the resources the Legislature has committed toward sustainable, affordable housing production and support in recent legislative sessions.

SB 1537 (Passed) – This bill establishes a housing office to support and enforce housing laws; lets home builders use updated local rules; awards lawyer fees for more housing appeals; assists with infrastructure for housing; creates a fund for grants to developers of affordable housing; makes cities approve changes to housing rules; makes cities expedite applications to build housing; lets cities change their growth boundaries; requires local governments to approve certain adjustments to land use regulations for housing development within an urban growth boundary.

HB 4134 (Passed) - Requires the Oregon Business Development Department to provide grants to cities for specified infrastructure projects that will benefit housing developments that will make at least 30 percent of the dwelling units affordable to workforce income households.

Executive Order 24-02 – Extending the statewide emergency order to continue addressing the homelessness crisis.

Department of Housing Services



Supportive Housing Services (SHS) Year 3 Annual Report

Nicole Singh, Strategic Initiatives and Relations Manager

Jessi Adams, Strategic Projects Supervisor

January 21, 2025



www.washingtoncountyor.gov/housing

1

1/21/2025
Date

City Council
Gov. Body

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Stories of Hope



Russell moved into long-term housing this year.

“Washington County has been very successful... It worked for me, and it’s working.”

Last year, we shared Russell’s story as he transitioned from an encampment to staying at a bridge shelter. ***Today, Russell lives in his own apartment thanks to SHS!***



Supportive Housing Services (SHS) Background

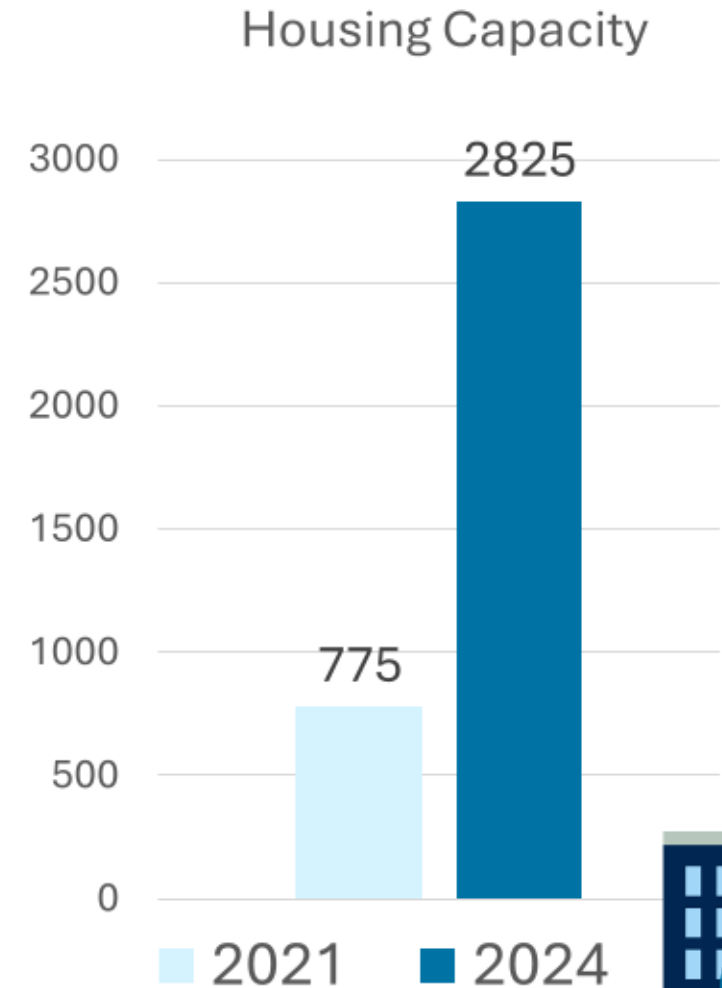
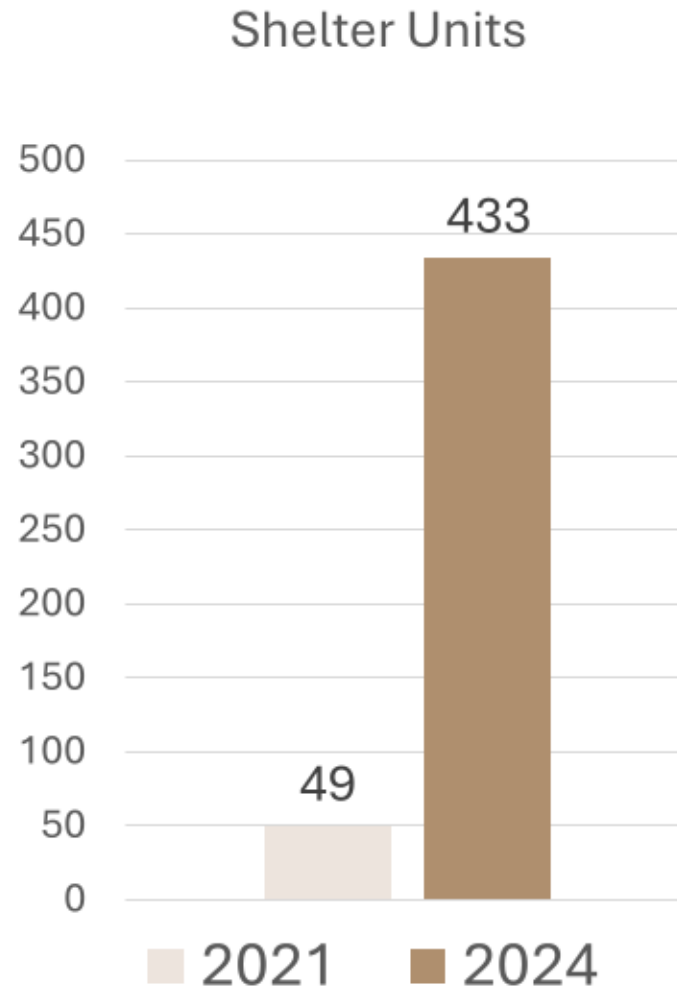
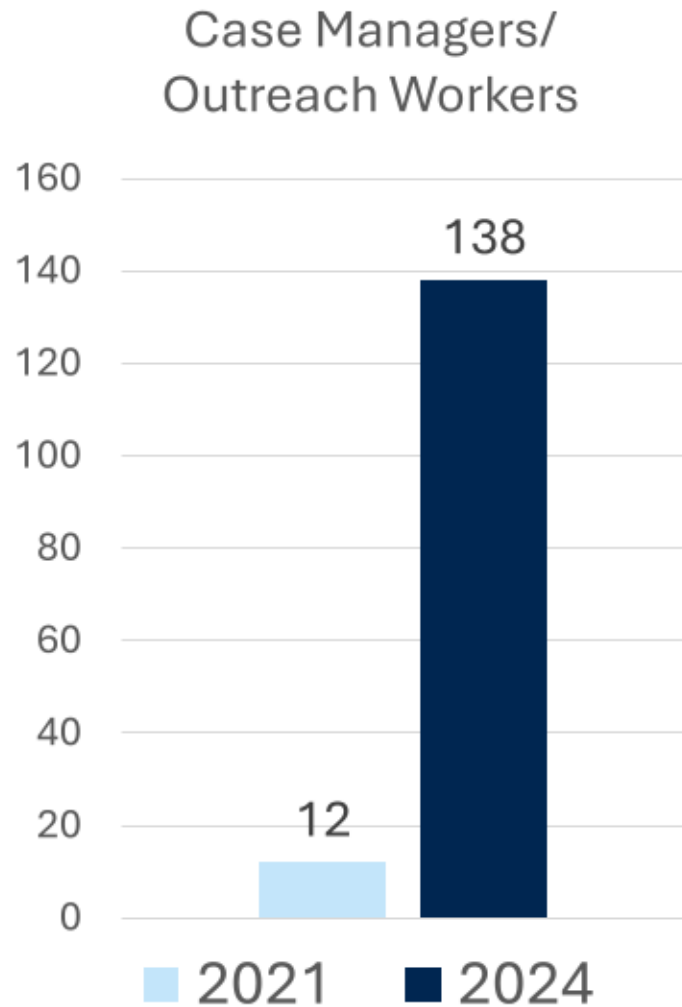
- SHS (Measure 26-210) approved by voters in 2020
 - Built and championed by broad regional coalition of business and community leaders
 - Passed with 58% support
- Funded by:
 - 1% income tax for high income earners (\$125,000 for individuals or \$200,000 for joint filers)
 - 1% profit tax for businesses with gross receipts over \$5 million
- Makes up majority of Homeless Services Division budget
- Goals for the 10-year fund:
 - Connect 5,000 homeless households with permanent supportive housing
 - Stabilize 10,000 households at risk of or experiencing homelessness in permanent housing



Homeless Services System of Care



Building a System of Care with SHS



Goals and Outcomes



Year 3 Annual Report Highlights

FY 2023-24



100%
**SHS Budget
Spent**

exceeding the
85% goal.



1,200+
People

moved into housing
through SHS-funded
programs.



10,400+
People

served through SHS-
funded services.



4,400+
People

remained housed with
eviction prevention
and rent assistance
programs.

Work Plan Metric Goals Overview

	Outcomes	Year 3 Goal
Permanent Supportive Housing	399 households 679 people	500 households
Rapid Re-Housing	241 households 521 people	300 households
Move In Ready Fund	6 households 6 people	200 households
Eviction Preventions	1,569 households 4,451 people	500 households
Shelter created	90 units	60 units

Highlights

- Exceeded PSH goal previous year by 130 households
- Move In Ready launched later than anticipated
- Exceeded Eviction Prevention goal, note this program serves primarily Population B and is our most effective program at reaching underserved populations. (Eviction Prevention has been funded with dwindling carryover investments.)

Populations Served



Partnerships with culturally specific providers leading to increased reach for Latine households



SHS funded interventions have more diverse outcomes than other Homeless Services programs



Eviction prevention especially effective in reaching diverse populations



Improvements needed to better serve Asian and Native populations

Shelter and Outreach Overview



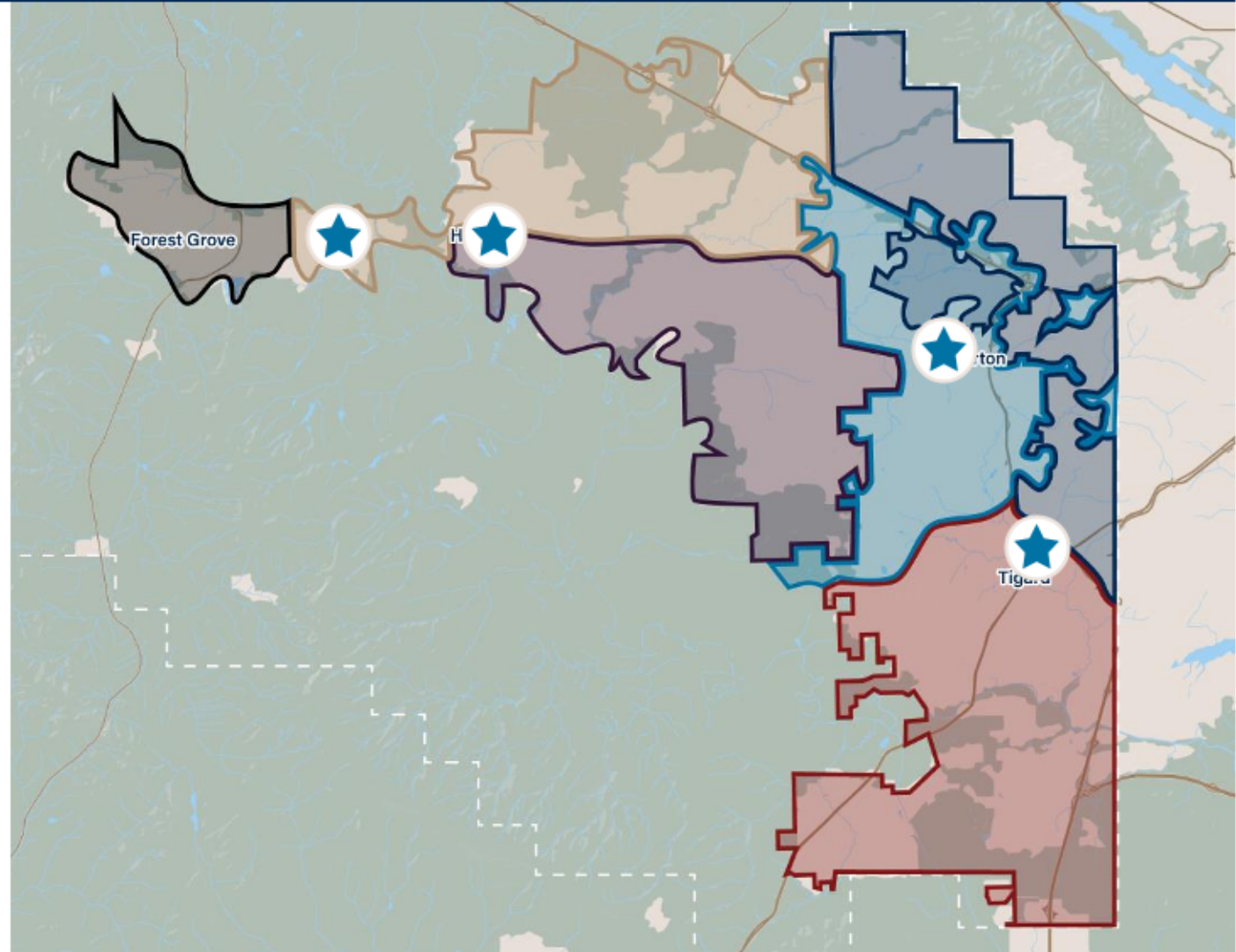
Outreach and Access Centers

Outreach Providers

- Forest Grove Foundation
- ★ Open Door HousingWorks
- ★ Project Homeless Connect
- Greater Good Northwest
- New Narrative
- ★ Just Compassion*
- ★ HomePlate*
- Immigrant & Refugee Community Organization (IRCO)*

★ Indicates drop-in center locations

*Serves your community in Sherwood



Shelter System

Western Washington County (Forest Grove & Cornelius)

Casa Amparo, 20 rooms

Cornelius Safe Rest Pods on 4th Ave, 30 pods (Temporary)

Hillsboro

Safe Rest Pods on SW 17th Avenue, 30 pods (Temporary)/
FUTURE year-round Hillsboro shelter, 75 beds/pods

Safe Place Youth Shelter, 12 beds

Hillsboro Bridge Shelter, 50 rooms (Temporary)

Community Action Family Shelter, 5-9 rooms

Cloverleaf Shelter, 50 beds (Temporary)

Beaverton & Aloha

Safe Rest Village at Aloha United Methodist Church, 30 pods (Temporary)

Veterans Shelter, 58 beds

Beaverton Temporary Shelter, 40 beds (Temporary)

FUTURE year-round Beaverton shelter, 60 beds

Tigard, Tualatin, & Sherwood

Good Neighbor Center, 5-9 rooms

Tigard Just Compassion Shelter, 20 beds (60 beds 2024)

Family Promise of Tualatin Valley, 70 rooms



Shelter Program Outcomes



Safe Rest Village at Aloha UMC opened in February 2024

- 433 shelter beds (420 funded by SHS)
- 60 pod shelter units currently open

Next Up:

- Beaverton Year-round Shelter opening December
- Just Compassion Resource Center opening spring
- Exploring additional pod shelter site

Partnership in Action



Cross-Sector Alignment

- Emergency beds prioritize access for law enforcement and community partner referrals
- \$3 million grant from CareOregon for permanent supportive housing development in Forest Grove
- Low Acuity Transitional Support program at Hillsboro Bridge Shelter partnering with Greater Good NW and Virginia Garcia with \$250,000 Kaiser Permanente grant Healthcare case-conferencing program
- Nationally leading healthcare case-conferencing program



Cornelius Police Chief Coley and Open Door staff attend Cornelius Safe Rest Pods opening event

Provider Partnerships & Capacity Building

City liaisons

- Support system coordination with YOU
- Tualatin, Sherwood and Tigard – *Megan Cohen*

24 service providers

- High rate of staff with lived experience
- Higher rates of staff identify as Black, Indigenous, Latino/a/e, or other persons of color compared to the general population.
- Annual salaries from \$50,000 to \$60,000

Housing Careers program

- Enrolled 45 participants
- Year 4 will expand to general employment services to help participants graduate from rent assistance programs with employment.



Housing Careers Program in action.

Advisory Bodies



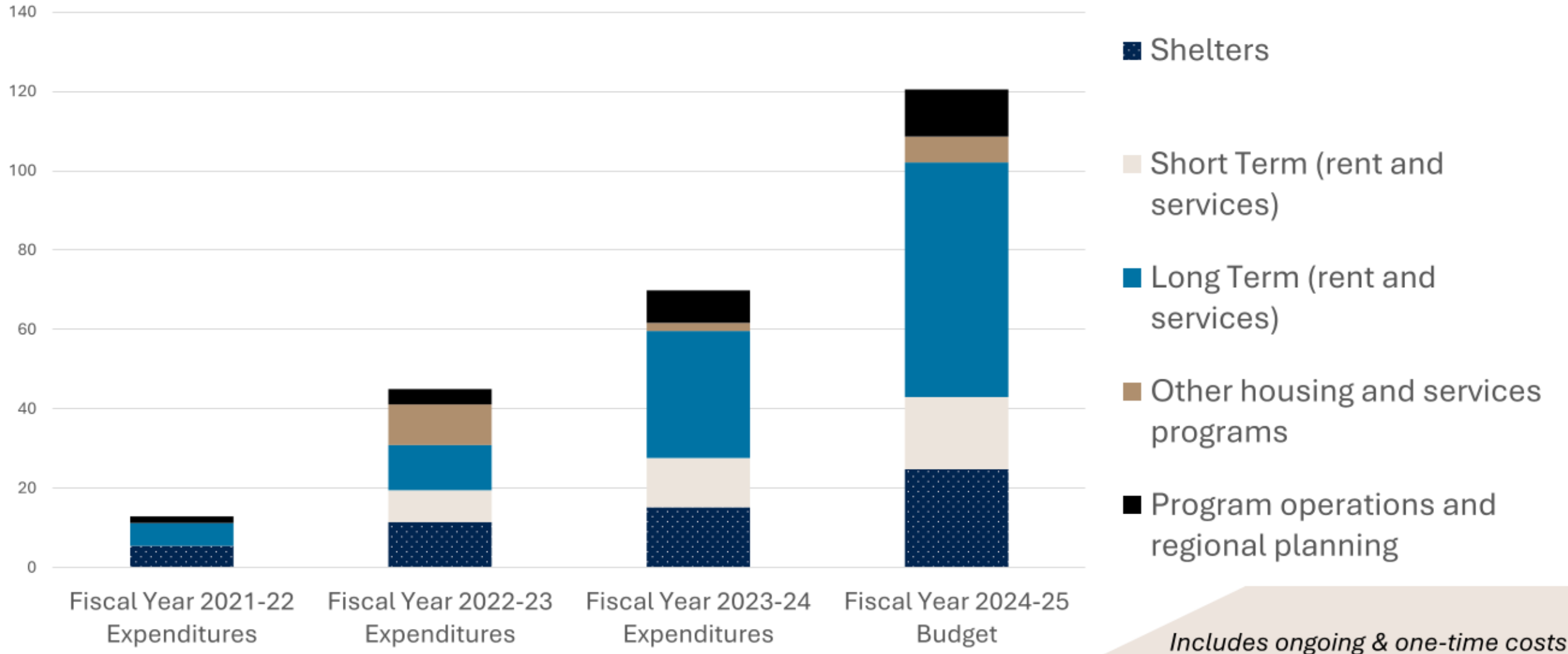
Homeless Solutions Advisory Council members

- NEW Homeless Solutions Advisory Council or the “Solutions Council” launched January 2024 with 10 members
 - Recruitment underway!
- Three subcommittees:
 - Performance Evaluation
 - Lived Experience
 - Equitable Procurement

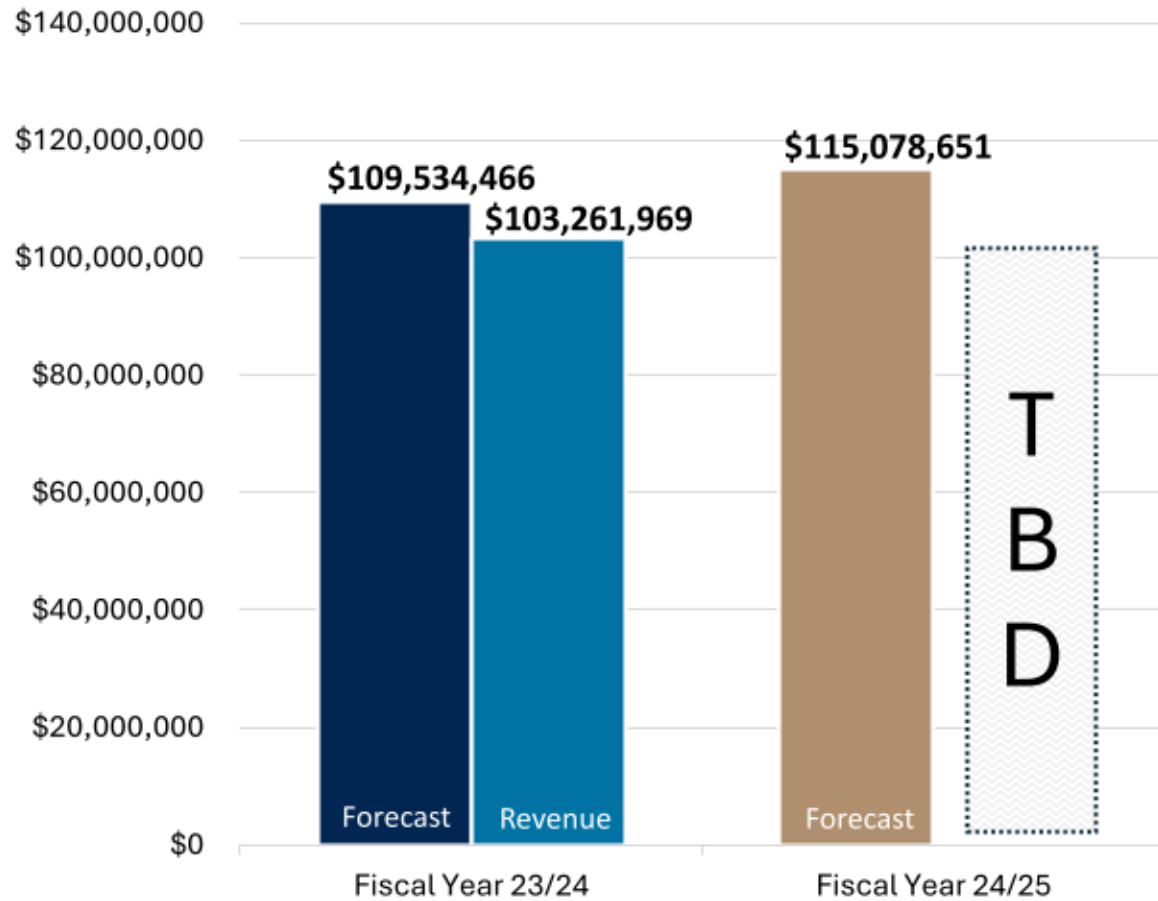
Financial Overview



Financial Overview: SHS Growth (in millions)



Financial Constraints – Revenue Forecast v Collections



Revenue collections differed from forecast by **\$6.2 million** last fiscal year.

Impact for this fiscal year not yet known, anticipate scaling back some programmatic investments to align with revenue.

New revenue forecast anticipated in November.

Stories of Hope



Kayla and Brady sat down with us in their new apartment.

"We now have an amazing home that we live in. ... All the other cities, other countries in the world, take a note... because this is how you change the world."

Kayla and Brady stayed at the Tigard family shelter, Bridge to Home, and was able to move into long-term housing with their children last winter.



SHS Impact

Washington County has **housed 2,941 people** (1,817 households) with investments from the voter approved Supportive Housing Services measure.

While state and national trends show the rate of homelessness has ticked up, **unsheltered homelessness has declined by 35.5%** in Washington County.





Thank you



Washington County
Department of Housing Services
Homeless Services Division



Supportive Housing Services

Fiscal Year 2023–2024

Annual Report

October 31, 2024



161 NW Adams Ave
Unit 2000
Hillsboro, OR 97124
WashingtonCountyOR.gov/Housing

1/21/2025
Date

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Annual Report

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Executive Summary

Together, we are making the experience of homelessness rare and brief in Washington County. While state and national trends show upticks in homelessness, Washington County has **achieved a 35.5% decline in unsheltered homelessness** with a solutions-based approach, thanks to investments from the voter-approved Supportive Housing Services measure. After three years of building this system of care, people experiencing homelessness in Washington County can now more easily connect with immediate shelter and housing services. This regional transformation is only possible through local partnerships, cross-sector collaboration, and political leadership. Through our coordinated system of care, we are closing encampments, helping Washington County residents access shelter and stable housing, and opening doors to home.



Senator Winsve Campos, Mayor Lacey Beaty, Chair Kathryn Harrington, Councilor Gerritt Rosenthal, Senior Governor's Office Official Taylor Smiley Wolfe, Councilor Juan Carlos González attend construction event for Beaverton Year-Round Shelter.

Our local partners are the heart of this work, meeting individuals experiencing homelessness where they are and connecting them to services. The 24 community-based providers that contract with the County provide a network of geographically coordinated and person-centered support services. Together, these local partnerships make up a system of care that includes outreach workers serving the entire county, more than 400 shelter beds, thousands of supportive housing placements, and over 100 case managers with the expertise and relationships to guide people experiencing homelessness toward long-term, stable housing solutions.

Our city jurisdictional partners are expanding regional housing capacity, working side by side with the County to coordinate services in partnership with local shelters, law enforcement, library services, local businesses, neighbors and more. The City of Hillsboro and the City of Beaverton are developing purpose-built year-round shelter capacity, while the City of Tigard supports a local shelter project in their community. We're proud to partner and fund staff coordination services helping to make homelessness rare and brief in Beaverton, Hillsboro, Tigard, Tualatin, and Sherwood.

Through cross-sector collaboration, we are meeting individuals' holistic needs with healthcare, behavioral health and housing coming together. Washington County is in the midst of transforming how homeless services are delivered, tearing down silos and building up integrated systems to connect health and housing services and funding sources that will better serve entire families. We have embedded liaisons in Community Corrections, the Hawthorn Walk-in Center behavioral health clinic, and other points of service where housing needs intersect. We are partnering with Virginia Garcia Medical Center to provide on-site medical care and coordination for shelter participants needing respite care and meeting biweekly with hospital and health system partners to conduct healthcare case conferencing. We are also investing in transitional housing, prioritizing projects that will provide behavioral health funded services on site to support people in their transitions to recovery.



Partners from Community Partners for Affordable Housing (CPAH) and Sequoia Mental Health Services give a tour of Heartwood Commons for local and federal officials.

Finally, political leadership makes this work possible by prioritizing pathways to housing. At the start of the program year, some members of our community expressed concerns about opening two new pod shelter programs in Washington County. After a lengthy public engagement process, the Washington County Board of Commissioners directed staff to move forward with the programs. As of July 2024, our pod shelter program supports more than 90 guests every night with a safe place to sleep and resources to get connected to stable housing. Since the opening of the pod shelters, several neighbors have come forward to acknowledge the progress made with encampments reduced or eliminated across the county. This progress would not have been possible without collaboration between political leaders across Washington County.

Looking to the future, program year four will focus on making our comprehensive system of care even more effective as SHS resources are fully allocated, committed, and assigned. The achievement of this significant milestone means that our staff are working to ensure our homeless services system of care continues to improve how it serves our community and addresses the most pressing needs within the constraints of available resources. This will require continuous process improvement and will be based in community listening, program evaluation and evolution, and coordination across systems of care. We remain committed to the goal of making the experience of homelessness rare, brief, and one-time.

Stories of Hope

Meeting program participants where they are

Amanda has been working as a Project Homeless Connect outreach team member for years and she has seen the night-and-day difference Supportive Housing Services (SHS) resources have made in Washington County. Chad is newer to his role with the organization, bringing important lived experience to this work. Chad's firsthand experience of homelessness and struggle with addiction enable him to relate with program participants on a deeper level.

Recently, when Amanda and Chad set out for their outreach shift, they were prepared with a box of ham and cheese sandwiches, bagged lunches, bottled water, and a short list of people they wanted to connect with throughout the day. The goal was to offer resources and support to anyone in need as they made their rounds. They noted that many locations that used to be filled with tents are now mostly cleaned up, with only a handful of people passing through.

One of the people they were looking for, "Scott," was at the park enjoying lunch with a few other people. Amanda and Chad introduced themselves to the small group warmly. They chatted briefly with one person who they knew had recently gotten an apartment, and introduced themselves to a new person, sharing information about the "yellow house" where he could get connected to a variety of resources. Then they talked with Scott, asking about his health, checking in on where he was staying, reminding

him that his housing case worker was working on his housing paperwork and that they hoped to have good news for him soon. After a few minutes of friendly conversation, Amanda and Chad wished the group a good afternoon and promised to check back in a few days.

There is more work to be done. The team expressed concern for many of the people they work with, hoping they can hold on a few more months, and get into housing before winter.

Reflecting on the last few years, Amanda said, **"We went from working out of churches and borrowed spaces, to being able to offer a space where people can find showers, food, help, and ultimately housing. It's life changing!"**



Chad Giakas, Amanda Terpening, and Wes Barrett are part of the outreach team for Project Homeless Connect.

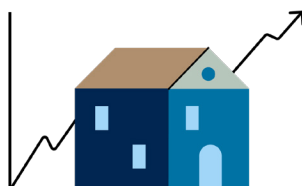
The Year in Numbers: Highlights

6



**2.5
Years**

average length of homelessness for people who moved into housing.



**100%
SHS Budget
Spent**

exceeding the 85% goal.



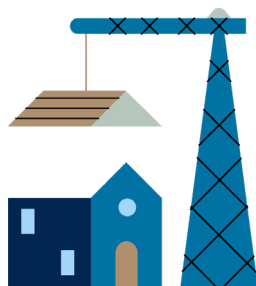
**10,400+
People**

served through SHS-funded services.



**4,400+
People**

remained housed with eviction prevention and rent assistance programs.



**1,200+
People**

moved into housing through SHS-funded programs.



**1,800+
People**

accessed shelter across 420 shelter units.

Housing Programs: Where Stable Housing and Services Align

Washington County’s homeless services system remains focused on our goal of providing people experiencing or at risk of homelessness with long-term housing. Housing programs include eviction prevention to avoid homelessness, rapid rehousing case management and time-limited rent assistance to help people transition out of homelessness and stabilize to independence, and regional long-term rent assistance (RLRA) paired with housing case management services to help people who have been homeless, oftentimes for many years, find stable housing again and thrive with ongoing supports. Washington County also launched a new program which offers move-in assistance to help households who just need a little bit of financial support to secure an apartment and quickly get back on their feet.

We set ambitious housing goals to stretch our system and best serve our community. While we did not meet all of our housing goals this last fiscal year, we are proud of the outcomes achieved and are in the process of implementing several process improvements that will keep our work on track to meet ambitious and achievable goals next year.

	Outcomes	Goal
Housing Case Management Services	399 households	500 households
Rapid Rehousing	241 households	300 households
Eviction Prevention	1,565 households	500 households
NEW Move in Assistance *	6 households	200 households

*This program was delayed and continues to be refined to improve effectiveness.

To maximize the effectiveness of homeless services programs, Washington County braids funding sources together. The Affordable Housing Bond provides a critical opportunity to leverage affordable housing with supportive housing services. Currently, RLRA vouchers support renters in five housing bond funded projects, including the Heartwood Commons and the Viewfinder where project-based vouchers paired with on-site services have created 74 units of dedicated Permanent Supportive Housing (PSH) to date. Plambeck Gardens is the next Affordable Housing Bond project planned with dedicated PSH units.

The Viewfinder combines on-site services with rental assistance for 20 families.



Shelter Programs: A Steppingstone to Housing

8

In our third program year, shelter capacity increased with 90 new shelter pods through the Safe Rest Pods program, exceeding our annual goal of 60 shelter units. This was due in large part to additional funding from Governor Tina Kotek's Executive Order 2023-02, part of her statewide plan to address homelessness.

Last year, three shelter pod sites in Aloha, Hillsboro, and Cornelius opened their doors. This pod shelter capacity fills a critical need in our system while purpose-built year-round shelters are under development and provides an alternative model of sheltering that has helped many chronically homeless individuals come inside.

Two permanent shelter sites, in partnership with the City of Beaverton and Just Compassion of East Washington County (located in Tigard), are under construction and an additional site is gearing up for construction, in partnership with the City of Hillsboro. When completed, these three sites will create roughly 175 permanent shelter units, allowing Washington County to move away from temporary shelter capacity. In total, Washington County maintains a system of 433 shelter units, 420 of which are funded by the SHS measure.



Safe Rest Pod shelters allowed Washington County to increase shelter capacity with 90 additional units last year.



Just Compassion and partners celebrate the ground breaking for the Just Compassion Resource Center.

Outreach Programs & Access Centers: The Front Door to our System of Care

Washington County works with 10 community-based organizations to provide geographically designated and population-specific outreach services. These providers know unsheltered community members by name, build trust over time, and create connections to services. During severe weather events, outreach workers deliver blankets and water, provide transportation to emergency shelters, and coordinate with emergency response services to keep people alive. When someone's name comes up on a housing waitlist, our outreach providers are the first to know where to find them.

Washington County is anticipating the development of two access centers, which were awarded funding during program year three. Access centers will provide meals, storage, showers, and connections to shelter, housing and other services for our homeless community seven days a week. These community centers will be safe and welcoming places for people experiencing homelessness, offering points of connection on their path to stability. Importantly, these future centers will also activate as emergency shelters during heatwaves and cold snaps. Just Compassion Resource Center (developed, owned, and operated by Just Compassion) is currently under construction and Project Homeless Connect will break ground on their Hillsboro access center later this year. Up to two additional access centers are planned for Western Washington County and the Beaverton area.

Linda grew up around Vernonia and Hillsboro and often went camping with her family. She has a lot of appreciation for the outdoors and teases when she calls herself “born and bred country folk.” But Linda never expected camping would become her only home when she became homeless 15 years ago.

Linda has struggled with lupus since she was a teenager and started self-medicating with alcohol and pain meds as a young adult, which ultimately led to a substance addiction, and later homelessness. She bounced around Washington County for many years, just trying to survive.

But that all ended when her best friend, who had been sober for many years, refused to give up on her. With her friend’s support, step by step, Linda was able to seek treatment, make different choices, get healthier, and stay sober. Four years later, Linda hasn’t looked back.

Linda maintained her sobriety, trying to put together a deposit and find housing she could get approved for and afford, but she was still homeless. That’s when she met her case manager who helped Linda to get her apartment. Linda recently moved into her first apartment in more than a decade, and her case manager continues to support her as she adjusts to life back inside.

Tragically, Linda lost her daughter this year and is grieving a loss no parent wants to imagine. But she is more focused than ever on staying housed and sober because she needs to be ‘grandma’ for her two grandsons. The playground outside her new apartment is a perfect spot for the young boys to play when they visit their loving grandma at her new home.

“I can look in the mirror and be okay with myself and know that it has been worth all the hardship it took to get here and be there for them,” she said.



Linda’s apartment complex has an on-site playground for her two grandsons to enjoy whenever they visit.

Stories of Hope

Being a grandma starts with a stable home

Partnership in Action at the State Level

When Governor Tina Kotek signed Executive Order 2023-02 (EO 23-02) declaring a state of emergency in much of Oregon due to homelessness, Washington County was already hard at work addressing homelessness in our community. Additional resources from EO 23-02 were used to fund the purchase of 60 brand new pallet homes and extend operations at winter shelter locations to operate year-round. These pallet homes give us flexibility to move to new locations down the road as needed and provide urgent shelter capacity while permanent shelters are under construction.

"Addressing Oregon's homelessness crisis takes all of us doing everything we can, every day, and that's exactly what Washington County did through my emergency order," Governor Tina Kotek said on January 8, 2024. "I am inspired by the progress they have made, and it sends a clear message that if we work together, Oregon can be a place where everyone has a safe place to live."

This executive order directed local Continuum of Care agencies (Washington County Homeless Services Division) to focus on bringing unsheltered individuals inside. Washington County responded by establishing Locally Coordinated Command Centers (LC3s) that prioritized areas with larger encampments and/or higher levels of unsheltered homelessness for focused engagement. The LC3s brought outreach, shelter, and housing opportunities together to identify the best options for community members living unsheltered in encampments across the county and work collaboratively to get people inside.

Oregon Housing and Community Services and the Oregon Department of Emergency Management were instrumental in supporting Washington County. At the same time, Washington County leveraged partnerships with city jurisdictions, Metro, libraries, law enforcement, and community-based service providers. The first LC3 in operation in Washington County started on the outskirts of Forest Grove at the Highway 47 encampment. Working collaboratively, the LC3 developed a by-name-list of campers and offered every single person staying at that encampment a shelter option and a path to long-term housing. Linda (page 10) was part of this coordinated effort.



Governor Kotek and other local officials celebrated the opening of the Hillsboro Safe Rest Pods on SW 17th Avenue.

System Capacity and Coordination

Over the last three years, Washington County has implemented a system of care that is strategically coordinated to meet our community's needs. This includes investing in community-based providers, engaging local experts and listening to community members with lived experience, coordinating programming across systems of care, and more.

Investing in Provider Capacity

Washington County partners with 24 service providers, seven of which are culturally specific organizations, to provide services and advance our shared mission. Many of these service providers have grown exponentially with us over the last few years and building their capacity to serve is key to our system's ongoing success.

We are proud to report that all of our partner agencies participated in at least one equity-focused training with a diverse catalog of courses ranging from LGBTQ+ inclusion, Unconscious Bias, and Class, Race & Housing Inequities. Washington County continues to award technical assistance and capacity building grants to our service providers. This year \$235,000 in technical assistance funding was allocated to eight agencies. Fourteen agencies received a total of \$1.7 million in capacity building project funding in the second phase of the program. Capacity building projects have ranged from business services, human resources, strategic planning, policies and procedures, program design, development implementation, and evaluation. All seven culturally specific partner agencies have participated and been awarded technical assistance and/or capacity building project funding.

The Housing Careers program is a continued success, providing training and internship opportunities for community members with lived experience who are interested in housing related careers. In the second year of the program, 45 participants enrolled and 42 completed their project, achieving our goal for the program. The results will help evolve the program in year four, expanding the program beyond housing careers to general employment services and focusing the program to help housing participants successfully graduate from rent assistance programs with stable employment.

These approaches are helping Washington County build a diverse, empathic, and equitably compensated workforce. This year, Washington County providers reported that roughly 45% of their staff have lived experience of housing instability, and higher rates of staff identify as Black, Indigenous, Latino/a/e, or other persons of color compared to the general population. The County's evaluation of pay equity indicates that culturally specific providers, on average, pay their direct service workers higher rates of pay than non-culturally specific providers for SHS-funded positions. This trend has held steady over the past two program years. Service provider staff annual salaries for case management, outreach, shelter, and housing liaison positions range from \$50,000 to \$60,000, consistent with contractual recommendations and reimbursement rates for SHS funded programs.

Stories of Hope

Christina Matousek, Solutions Council member, discusses mental health & housing integration

Christina Matousek joined the Homeless Solutions Advisory Council (Solutions Council) in January 2024. Christina brings a wealth of lived and professional expertise to the group and was excited to hit the ground running. As the co-executive director of NAMI (National Alliance on Mental Illness) Washington County, she and her phenomenal team work to meet the needs of individuals and families struggling with mental health challenges at their day center in Aloha by offering 20+ support groups, meeting in person and virtually with participants, and advocating for coordination with other systems of care, particularly the housing system.

NAMI is the largest grassroots mental health organization in the world, and Christina explains that all her staff have lived experience with a mental health condition, including staff who have a child with a mental health diagnosis, staff who have experienced homelessness, and staff who have navigated outpatient services. In her work leading NAMI Washington County, Christina has seen firsthand how the County's homeless services system is serving people with mental health needs. Recently she shared two stories:

"Sarah" walked through NAMI's doors, ready to leave behind the domestic violence she was experiencing at home. She was first sheltered through Just Compassion, and then shortly after, her application was accepted for a sober living home. Sarah was able to apply for sober living because of the stability and support provided by Just Compassion and NAMI. Through the experience, NAMI empowered Sarah to make her own decisions and to this day Sarah continues to stay connected to their women's support group.

"Jessica" connected with NAMI two years ago when she was unsheltered and dealing with substance abuse. She had a lightbulb moment and put herself through Hooper Detoxification Stabilization Center. After detox, Jessica stayed at a pod shelter in Washington County before getting a housing voucher and moving into long-term housing. Today, she is still housed and works at NAMI as a resource coordinator and provides janitorial services. After Christina and Jessica attended a Washington County public listening session this summer, Christina shared, **"I saw 'Jessica' sitting with the Washington County housing director. She has come so far because now she sits at the table where decisions are made!"**



Christina hard at work at the NAMI Washington County day center located in Aloha providing a space for walk-ins, on-going support groups, and coordination.

Advancing a “One Governance” Approach

Consistent with regional goals to increase access and inclusion in our community advisory bodies, Washington County has modernized our governance structure to ensure policy guidance, program oversight, and public transparency with diverse voices and representation from across Washington County. This included a “One Governance” initiative to align multiple advisory bodies into a single governance structure. The new Homeless Solutions Advisory Council or the “Solutions Council” launched in January 2024 with 10 members. The Solutions Council currently hosts three important subcommittees: Performance Evaluation, Lived Experience, and Equitable Procurement.



Homeless Solutions Advisory Council Members

Cross-sector Alignment

The Homeless Services Division is also leveraging other systems of care, working closely with our Health and Human Services Department, Community Corrections Department, and health system partners to end homelessness for participants of these adjacent systems.

First, Washington County was awarded a \$3 million grant with CareOregon for the development of permanent supportive housing in Forest Grove. The property was acquired for this permanent supportive housing project last year and project design planning is underway, with the County participating in the State of Oregon’s Supportive Housing Institute hosted by the Corporation for Supportive Housing.

Washington County, Virginia Garcia Memorial Health Center, and Greater Good Northwest have partnered to create a Low Acuity Transitional Support program at the Hillsboro Bridge Shelter. The program serves unhoused individuals who need additional medical care while stabilizing in shelter and working toward stable housing. The program currently operates 10 beds of respite shelter and receives referrals from hospitals in Washington County.

To support this initiative, Washington County was awarded a \$250,000 grant from Kaiser Permanente to launch and sustain the medical respite pilot for two years. As part of the grant award, the Homeless Services Division will work with the National Institute for Medical Respite Care to build a program model that leverages Medicaid and healthcare funding to support the financial sustainability of the program and ensure the highest standards of care in our services.

Additionally, our healthcare case-conferencing program—partnering with Health Share, CareOregon, Kaiser Permanente, Pacific Source, Oregon Health & Science University (OHSU), and Providence—continues to connect participants experiencing homelessness to healthcare services. Case conferencing takes place twice a month among health and housing partners and is focused on supporting specific and shared clients with healthcare needs in our homeless services system. This case conferencing process also helps housing system providers navigate the health and behavioral health systems.

Beyond our healthcare partnerships, our Housing Liaisons program remains a key component of our cross-sector collaboration. Through this program, trained housing system navigators are embedded in other divisions and departments, working side by side with staff in behavioral health, child and maternal health and community corrections to help their participants identify housing options available in the community and navigate our system.



Gennesis with her daughter

Harnessing lived experience to help others find housing

Gennesis Morris participated in the Housing Careers Pilot Program. The Housing Careers Pilot Program provides a pathway for program participants to intern in various housing programs. This program allows participants to harness their lived experience as an invaluable tool to help others and develop career experience.

Today, Gennesis is a housing case manager here in Washington County and supports herself and her daughter through a full-time career helping others find housing.

“This changed my life completely,” Gennesis told KOIN 6 News in June 2024. **“I think I would’ve been maybe still in my addiction. I think this internship gave me hope again and let me know that my lived experience is everything and that’s how I better serve participants.** This helped put me in a position to be able to help people and conquer all my dreams and goals without a college degree.”

Stories of **Hope**

Evaluation and Quality Improvement

The Homeless Services Division conducts an equity analysis of our outcomes data biannually to inform program improvements and budgetary investments. This analysis includes population data consideration and comparing race and ethnicity demographics of households that seek services in our system, with households who achieve stable housing through our programs. The analysis also considers the rates of poverty, race and ethnicity in the general population of Washington County (see Attachment F for full analysis)

This year's equity analysis work found that our programs are generally serving higher rates of Black, Indigenous, and Latine households than are represented in the general population, population of poverty, and among households seeking services. We see this result most strongly with our Latine program participants. These outcomes align with the results of our equity analysis from previous years and confirm that our partners and our programs are reaching the communities we aim to serve to combat historic and persistent discrimination and disparities in housing. We also continue to see that Asian-American & Pacific Islander households experience higher rates of poverty in Washington County than the rate of households seeking our housing services. However, we are having greater success serving the Asian population through our Eviction Prevention program and generally find that the Eviction Prevention program serves the highest rate of communities of color out of all Homeless Services programs. Additional strategies are underway to better understand and address this disparity.

This year, the Homeless Services Division also conducted our second annual provider performance evaluation and report. The process assessed service providers' performance, collected organizational information, and gave providers the opportunity to comment on any challenges faced in fulfilling contractual obligations. The performance evaluation and reporting process focused on four areas: contracted performance standards by program type, financial metrics at the organization level, staff demographic data, and pay equity by position type. The results from the Annual Performance Evaluation and Report also helped inform SHS contracting decisions for program year four, including the award of multi-year contracts for high-performing organizations. Additional improvements are planned for this year including monthly scorecards for our partners to help them see and manage their performance throughout the year and performance improvement plans to provide more structure and support for struggling organizations.

The Homeless Services Division also designed and piloted a new monitoring framework. This was piloted with one service component to evaluate the program delivery of Rapid Rehousing services. The monitoring included a review of policies and procedures assessing how partners are delivering culturally responsive services, case file reviews, and compliance with program standards outlined in service contracts and the Division's program manual. The pilot monitoring program included opportunities for partner agencies to provide feedback on their experiences and make suggestions to improve the monitoring structure.

The formal monitoring process will fully launch in our fourth program year.

Finally, the Homeless Services Division evaluated our own internal processes to make improvements in quality and efficiency. In program year three, we created multi-service contracts to reduce contract preparation and tracking for all parties and alleviate the burden for providers to manage multiple contracts. Another milestone was reducing our average invoice processing time down to 18 days through process improvements, invoice automation and an expanded finance and accounting team.

Stories of Hope

A bridge to home for Kayla and her family

Kayla stayed at the Tigard family shelter, Bridge to Home, and was able to move into long-term housing with her family last winter. The shelter is owned and operated by Family Promise of Tualatin Valley, one of the 24 service providers working with us in Washington County on homeless services. Their mission is focused on serving families with children in east Washington County. Once their shelter reaches full capacity, they will be able to serve 70 families and/or adults with higher medical needs with shelter while they get connected with long-term housing solutions.

She said, "You wouldn't know that we were homeless when we were here at Family Promise because we weren't homeless; we had a bridge to home. Because of that, because of our case manager, because of Family Promise, because of everyone that helps here who helped us so much, we now have an amazing home that we live in. ...

All the other cities, other countries in the world, take a note, take a lesson because this is how you change the world."



Kayla and Brady sat down with Washington County staff to share more about their family's journey to stable housing.

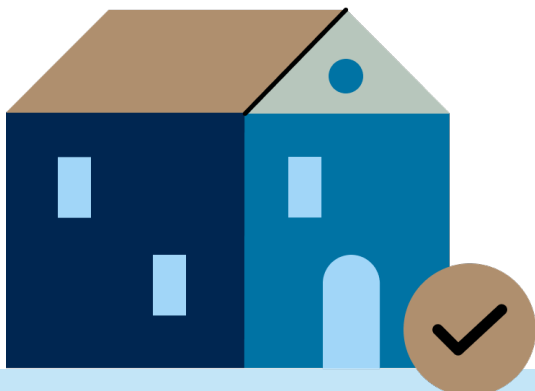
Financial Overview

In the third program year, Washington County originally budgeted \$86 million and amended the budget to \$96.2 million to accommodate rapid program growth and increased revenue forecast received in November 2023. The program was initially expected to expend 85% of this budget authority, as programs were continuing to be built and launched in year three. However, the Homeless Services Division far surpassed that spending target, expending 100% of the budget.

In year three, carry-over funds from the previous two program years were invested in eviction prevention services, shelter capital projects, technical assistance and capacity building grants for providers, and the development of the Center for Addictions Triage and Treatment (CATT). The CATT is a project to increase addictions treatment capacity in Washington County.

In our fourth program year, the Homeless Services Division has budgeted \$115 million based on the current available forecast. Remaining carry-over funds are fully committed or assigned to one-time investments in eviction prevention and capacity building for providers, or capital investments in transitional housing, access centers, and permanent emergency shelters. Given the volatile nature of this funding source, Washington County maintains healthy reserves to manage for unforeseen programmatic and economic crises.

In planning and preparing the budget for our fourth program year, the Homeless Services Division consulted with the Homeless Solutions Advisory Council and the Housing and Supportive Services Network. Feedback helped shape and refine budget planning to support stability across programs and ensure the housing outcomes our community is counting on. See Attachment G for the full annual financial report.



Attachments

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Work Plan Goals and Outcomes

Category 1: Housing/ program quantitative goals

Regional Metric	Annual Goal	Actual outcome	If you did not meet the goal, explain why and your plans for improving performance
Number of supportive housing units/opportunities you plan to bring into operation this year (in vouchers/units)	500 slots	500 slots	Capacity was made available during the fiscal year. Due to exceeding our PSH goal the previous year, we did not fill all 500 available slots.
Number of housing placements (people and households):	1,000 HH	646 HH	We set ambitious but achievable goals. Last year, we got close, but didn't fully meet our goals. County staff and providers have had discussions about why our system isn't meeting the goals, and the reasons that rose to the top are detailed under each program.
<ul style="list-style-type: none"> Permanent Supportive Housing (PSH) 	500 HH	399 HH	We set our goals early, so when we housed an additional 130 households (exceeding our goal to house 500 households) in PSH in Year 2, that may have impacted the capacity we had to house individuals and families in year 3. While we did expand capacity in year 3, we have learned that program expansions take time to result in housing placements.
<ul style="list-style-type: none"> Rapid Re-Housing (RRH) 	300 HH	241 HH	We're also still scaling up our RRH program and adjusting program standards to support higher needs households that meet prioritization criteria. Our year 3 goals were set based on remaining capacity from year 2 and expanded capacity in year 3. Our RRH program continues to develop structures and processes to meet the needs of households with service needs similar to those who are enrolling in PSH programs.
<ul style="list-style-type: none"> Move In Ready Fund 	200 HH	6 HH	The move in ready fund was just launched this year, and later than anticipated. Few households accessing traditionally homeless services pathways met initial eligibility criteria. Program access has been adjusted to engage the eligible Population B, and we anticipate the fund being more heavily utilized in the upcoming program year.
Number of homelessness preventions (households):	500 HH	1,565 HH	The County far exceeded eviction prevention goals with our partners, by continuing programming scaled during the pandemic. Eviction prevention resources have been a temporary intervention funded by carry forward investments. As the County faces budgetary limitations, and works to balance our system in alignment with the Population B 25% split, this eviction prevention program is unlikely to continue.

Shelter units	60 units	90 units	Thanks to our safe rest pod villages, we were able to exceed our shelter unit goal with three separate pod shelter locations representing a total of 90 units in new shelter capacity at the end of the fiscal year.
Housing retention rate(s) (%)			
<ul style="list-style-type: none"> Permanent Supportive Housing (PSH) 	85%	92%	Washington County PSH programs far exceed our retention goals and national trends.
<ul style="list-style-type: none"> Rapid Re-Housing/Short-term Rent Assistance 	85%	81%	We did not meet our retention goal for RRH but find that our retention rates are aligned with industry expectations. This lower percentage can be explained by the low volume of data we have currently for retention numbers in RRH.

Category 2: RACIAL EQUITY – Strategies to meet regional goals and local/LIP strategies to address racial disparities

Objective	Details	Did you achieve it? Y/N	Description of progress	If you did not meet the objective, explain why and your plans for doing so
Provide access to services and housing for Black, Indigenous and people of color at greater rates than Black, Indigenous and people of color experiencing homelessness	Increase understanding among racial disparities for Asian Americans/Pacific Islanders in housing programs to better reach and serve this community	Y	We continued to run bi-annual equity data analysis that showed this disparity continuing to occur but did see gains in serving Asian Americans/Pacific Islanders through Rapid Rehousing and Eviction prevention programs. A staff person of the County's Office for Equity, Inclusion, and Community Engagement also reviewed our program outcomes and made recommendations for next steps, including building relationships with service providers targeting these populations and increasing language access – both efforts are currently underway.	
	Continued evaluation of Community Connect to ensure phased approach results in greater access to housing programs for Black, Indigenous, Latino/a/e, Asians, Pacific Islanders, immigrants, and refugees.	Y	Community Connect is included in our bi-annual equity analysis that we conduct to assess how our is serving Black, Indigenous and People of Color in housing programs. Additionally, we continued this work through the Tri-County Planning Body to ensure regional alignment.	

Increase culturally specific organization capacity with increased investments and expanded organizational reach for culturally specific organizations and programs	Maintain seven culturally specific providers within the Washington County network and expand their contracting opportunities.	Y	See Attachment C	
	Expand technical assistance and capacity building support for culturally specific providers	Y	See Annual Report, “Investing in Provider Capacity” section. 100% of our culturally specific have participated and been awarded technical assistance and/or capacity building project funding	
Build (for provider network) anti-racist, gender-affirming systems with regionally established, culturally responsive policies, standards and technical assistance	Expand Diversity, Equity & Inclusion (DEI) training competencies to ensure 100% participation across the system of providers	Y	We are proud to report that all of our partner agencies participated in at least one equity-focused training with a diverse catalog of courses ranging from LGBT+ inclusion, Unconscious Bias, and Class, Race & Housing Inequities.	

Category 3: CAPACITY BUILDING – Lead agency/systems infrastructure, provider capacity

Objective	Details	Did you achieve it? (Y/N)	Description of progress	Which LIP goal(s) does this objective advance and how does it advance the goal(s)
Expand evaluation and monitoring programming to ensure contract outcomes and impact	In the third program year Washington County will strengthen our programs with evaluation and monitoring supports to enhance technical assistance, program improvements and community outcomes. This will include desk monitoring contract metric compliance management	Y	See “Evaluation and Quality Improvement” section of Annual Report	Create a Standard of Care among all service providers that is culturally responsive, based in housing first principles, guided by people with lived experience and informed in the best practices of trauma-informed and people-centered care; Establish consistent definitions, standards of care and evaluation practices to improve service provision, outcomes and supports for community partners
Launch new aligned governance structure to oversee and advise the entire homeless services system	As Washington County prepares for the coming program year and experiences continued growth in our homeless system, we are bringing our reporting and governance bodies into coordinated alignment as one homeless services system. This includes a reorganization of advisory bodies and streamlining a single set of guidance.	Y	See the “Advancing a ‘One Governance’ Approach” section of Annual Report.	
Launch 45 new housing careers	The Housing Careers Workforce Development Project recently launched. In the coming year, the program has the infrastructure to partner with leading experts to recruit, train, support and employ at least 45 individuals, with a preference for BIPOC participants who were previously homeless or experienced housing instability and desire to grow a career in the homeless services industry.	Y	45 program participants were enrolled in the Housing Careers Workforce Development Project and 42 completed the program.	Diversity of staff by race, ethnicity, sexual orientation, gender identity, disability status and lived experience. The investment strengthens the system and ensures expanded culturally specific provisions and services to help meet the needs of the community and increase the workforce.

Category 4: OTHER ANNUAL GOALS BASED ON LIP

Objective	Details	Did you achieve it? (Y/N)	Description of progress	Which LIP goal(s) does this objective advance and how does it advance the goal(s)
Reduce average stays in shelter programs to less than 100 days	System evaluation has measured the length of time people are staying in our shelter programs. While there has been progress with shelter stays, such as adding case management until stable housing is secured and expanding year-round shelter capacity, we also know it is taking longer for people to become housed. This is largely because our shelters are open longer or year-round, so shelter stays are necessarily longer. Nonetheless, we want to ensure strong flow-through in our system such that people are able to secure housing and leave shelter as quickly as possible.	Y	<p>Our average shelter stay for SHS shelter entries during year 3 was 91 days. Intentional efforts to increase diversionary programming for shelter residents, and coordination between shelter and housing programs have resulted in shorter shelter stays and increased exits to housing.</p> <p>To clarify, this metric is different than the length of time program participants are in our system before they are housed. Participants in year 3 are in SHS programs on average 90 days before being housed (this number is shorter than average shelter stay length because some participants skip shelter entirely and move directly into housing).</p>	The Washington County SHS System of Care will coordinate and strategize investments for Shelter and Transitional Housing; To coordinate long-term system goal, phasing investments requires evaluation of progress and adjustment of programmatic approaches including housing outcomes over time.
Create new graduation and housing retention approaches for households no longer in need of intensive	We understand that many households can reach a level of stability that would allow them to exit intensive support services and maintain their housing independently with minimal supports. These exits will support the inflow by allowing support services to be available to new	Y	We launched the RLRA only program in the spring of 2024, which allows households to continue to receive RLRA funding for stable rent assistance, without unnecessary case management.	Demonstrate housing placement and stability outcomes that advance racial equity and functionally end chronic homelessness with year over year system improvements and regional coordination.; Establish consistent definitions, standards of care and evaluation practices to improve service provisions and outcomes.

support services	households entering the system. This year, Washington County will implement a strategy that will create additional housing services capacity in our system, while providing just the right level of service needed for those in our housing programs.			
Launch new programs to improve system performance including Recuperative Care and youth focused housing programs	While many new housing programs have been launched and are robustly serving our communities in new ways, some programming area gaps remain. In the third program year, Washington County will launch new programs to better serve homeless youth and homeless individuals who need medical care while staying in our shelter programs.	Y	Launched Low Acuity Transitional Services (LATS) Program launched in fall 2023. The youth-focused housing program was delayed and redesigned from a site-based program to expanded scattered-site rental opportunities for youth.	Create Supportive Housing Placements with Permanent Housing and Supportive Services; Building partnerships and programs with the Healthcare system to leverage investments and better serve people experiencing homelessness with significant healthcare needs.
Open 60 new year-round shelter beds to complete our shelter system capacity	Pod shelter programs, or “safe rest villages” are demonstrated successful programs in Washington County offering an alternative shelter option for community members. Temporary pod shelter programs will provide shelter system capacity in advance of permanent shelter sites that will sustain this compacity long term. Additionally, 30 more shelter beds are anticipated to open in Tigard at the new Project Turnkey site operated owned by Tualatin Valley Family Promise.	Y	See “Shelter Programs: A Steppingstone to Housing” section of Annual Report. At the end of the fiscal year, there were 420 shelter beds open in Washington County that are funded through SHS.	Add 250 year-round shelter beds in Washington County

Category 5: Misc. Annual Report Requirements from Metro

Description of SHS procurement processes in year 3 and how they were equitable and transparent.

The Homeless Services Division released three procurement processes in fiscal year 23/24. The first was the Beaverton Shelter Operator Request for Proposals (RFP), released in August of 2023, which sought proposals from qualified organizations to provide congregate shelter operations at the new 12,000 sq. ft. shelter in Beaverton. The second procurement was the Access Center Notice of Funding Opportunity (NOFO), released in February of 2024 which was a capital procurement seeking partnership with building or landowners to fund, develop, and support new Access Centers across the County. The third procurement process was a rolling RFP, opened each month for thirty days to seek proposals from affordable housing owners looking to add Permanent Supportive Housing services and/or RLRA vouchers into their development to further the county's goal of 500 Permanent Supportive Housing placements. The county also participated in a Metro led Request for Pre-Qualification, along with Clackamas and Multnomah Counties, to expand eligible SHS contract partners to address consulting needs (ranging from communications to human resources to compliance and more, for more details see Attachment I).

Prior to the launch of any procurement, the department notifies interested parties through various channels, like email lists, advisory body meetings, community convenings, and through newsletters. To ensure that all interested applicants are informed on the expectations of the procurement, the department holds pre-conference meetings one week into the open procurement. This ensures there is ample time for applicants to digest the information available to them. During these pre-conference meetings, county staff describe the key elements of the RFP/NOFO, review the application submittal requirements, and answer questions from interested applicants. The meetings are always recorded and posted to the procurement page for all applicants to review. In addition, the department opens an anonymous question portal to answer additional questions from potential applicants.

To ensure continued equity and transparency, the department launched the Equitable Procurement Technical Subcommittee of the Homeless Solutions Advisory Council in June. The subcommittee has completed onboarding and is providing input into the procedures for how procurement processes are conducted and how contracts are awarded. This subcommittee's first responsibility is to define local funding priorities for the annual Continuum of Care (CoC) HUD NOFO based on the information provided by the Performance Evaluation subcommittee.

Regional Long-term Rent Assistance Data

RLRA vouchers issued in year 3	393
Households newly leased up using RLRA in year 3	394
Total households in housing using RLRA in year 3	1262
Total households housed using an RLRA voucher since July 1, 2021	1375
Total people housed using an RLRA voucher since July 1, 2021	2321

SHS Funded Programs Overview

Program name	Program type	Date program launched (contract executed)	Capacity (beds, people that can be served, etc.)	Population A/B	Contracted provider(s)
Quality Assurance	Capacity Building	July 1, 2023	19 FTE across partner orgs	Pop A/B	Bienestar, Boys & Girls Aid, Centro Cultural, Community Action, Community Partners for Affordable Housing (CPAH), Easter Seals, Family Promise of Greater Washington County (GWC), Family Promise of Tualatin Valley (TV), Good Neighbor Center, Greater Good NW, HomePlate Youth, Immigrants and Refugee Community Organization (IRCO), Just Compassion, Native American Rehabilitation Organization (NARA), Open Door Housing Works, Project Homeless Connect, New Narrative, Sequoia, Urban League
Community Connect	Coordinated Entry System	July 1, 2023	Undefined	Pop A/B	Community Action
Housing Liaison Services Program	Navigation	July 1, 2023	Undefined	Pop A/B	Project Homeless Connect, Open Door Housing Works, Bienestar, New Narrative, Community Action, Greater Good, Centro, Family Promise of TV
Street Outreach	Outreach	July 1, 2023	Undefined	Pop A/B	Forest Grove Foundation, Greater Good, HomePlate, IRCO, Just Compassion, New Narrative, Open Door, Project Homeless Connect
Inclement Weather Shelter Resource Team	Outreach	July 1, 2023	NA	Pop A/B	Open Door
Eviction Prevention	Prevention	July 1, 2023	Undefined/ Targeted 1270 Households	Primarily serves Pop B (Pop A eligible)	Centro, Community Action
Housing Case Management Services	PSH	July 1, 2023	1550 Households	Primarily serves Pop A Pop B eligible (if 55+ and homeless)	Boys & Girls Aid, Bienestar, Centro, Community Action, CPAH, Centro, Easter Seals, Family Promise of GWC, Family Promise of TV, Good Neighbor Center, Greater Good, HomePlate, IRCO, Just Compassion, NARA, New Narrative, Open Door, Project Homeless Connect, Sequoia Mental Health Services, Urban League

Program name	Program type	Date program launched (contract executed)	Capacity (beds, people that can be served, etc.)	Population A/B	Contracted provider(s)
Permanent Supportive Housing Case Management Services - Viewfinder	PSH	Feb. 1, 2024	6 Units	Primarily serves Pop A Pop B eligible (if 55+ and homeless)	Project Homeless Connect
Rapid Re-Housing & Homelessness Prevention	RRH	July 1, 2023	652 Households	Primarily serves Pop B (Pop A eligible)	Boys & Girls Aid, Bienestar, CPAH, Centro, Easter Seals, Family Promise of WC, Family Promise of TV, Good Neighbor Center, Greater Good, HomePlate, IRCO, Just Compassion, NARA, New Narrative, Open Door, Project Homeless Connect, Sequoia, Urban League
Alternative Shelter	Shelter	July 1, 2023	90 Units	Pop A/B	Open Door
Congregate Shelter	Shelter	July 1, 2023	115 persons	Pop A/B	Just Compassion, Open Door, Boys & Girls Aid
Non-Congregate Shelter	Shelter	July 1, 2023	205 Units	Pop A/B	Centro, Project Homeless Connect, Family Promise of TV
Inclement Weather Shelter	Shelter	July 1, 2023	Undefined	Pop A/B	Project Homeless Connect, Just Compassion
Recuperative Care	Shelter	July 1, 2023	10	Pop A/B	Greater Good
Furniture Services	Support Services	July 1, 2023	NA	Pop A/B	Oregon Community Warehouse
Housing Careers	Workforce	July 1, 2023	Undefined	Pop A/B	Open Door, Worksystems

SHS Service Provider Contracts

For services to be delivered July 1, 2023 to June 30, 2024 – Multicomponent Contracts Only

Name of provider	Programs/ services in contract	Culturally specific provider? Y/N	Population served (Black, Indigenous, etc.)	FY 23-24 contract amount	Total invoiced in FY 23-24	Total paid in FY 23-24
Bienestar Inc	Housing Liaison Services, Rapid Re-Housing (RRH), Housing Case Management Services (HCMS), Quality Assurance, and Culturally Specific Administrative Support	Y	Latine, Black, Indigenous and People of Color, Families, Adults	1,520,116	1,036,881	1,036,881
Boys & Girls Aid Society of Oregon	TAY Youth Congregate Shelter, Rapid Re-Housing (RRH), Housing Case Management Services (HCMS), and Quality Assurance		Transitional Age Youth	678,051	509,280	509,280
CDP Oregon LLC	Permanent Supportive Housing (PSH) Resident Services at the Viewfinder		Viewfinder residents	133,000	106,602.46	106,602.46
Centro Cultural of Washington County	Casa Amparo Non-Congregate Shelter, Centro Motel Non-Congregate Shelter, Shelter Housing Liaison Services, Rapid Re-Housing (RRH), Housing Case Management Services (HCMS), Quality Assurance, and Culturally Specific Administrative Support	Y	Latine, Families	9,010,027	8,060,989	8,060,989
Community Action Organization	Housing Liaison Services (HL), Housing Case Management Services (HCMS), Quality Assurance, and Community Connect		All eligible SHS program participants	9,764,496	9,443,985	9,443,985
Community Partners for Affordable Housing	Rapid Re-Housing (RRH), Housing Case Management Services (HCMS), Permanent Supportive Housing (PSH), and Quality Assurance		Adults	948,635	671,963	671,963
Easter Seals Oregon	Rapid Re-Housing (RRH), Housing Case Management Services (HCMS), and Quality Assurance		Adults ages 55+	976,453	627,773	627,773
Family Promise of Greater Washington County	Rapid Re-Housing (RRH), Housing Case Management Services (HCMS), and Quality Assurance		Families	762,847	457,438	457,438
Family Promise of Tualatin Valley	Tigard Non-Congregate Emergency Shelter, Housing Liaison Services (HL), Rapid Re-Housing (RRH), Housing Case Management Services (HCMS), and Quality Assurance		Families	4,357,041	3,912,900	3,912,900
Forest Grove Foundation	Street Outreach		All eligible SHS program participants	306,102	341,233	341,233
Good Neighbor Center	Rapid Re-Housing (RRH), Housing Case Management Services (HCMS), and Quality Assurance		Families	1,137,459	755,973	755,973

Name of provider	Programs/ services in contract	Culturally specific provider? Y/N	Population served (Black, Indigenous, etc.)	FY 23-24 contract amount	Total invoiced in FY 23-24	Total paid in FY 23-24
Greater Good Northwest	Street Outreach, Hillsboro Non-Congregate Shelter, Housing Liaison Services, Rapid Re-Housing (RRH), Housing Case Management Services (HCMS), Quality Assurance, and Culturally Specific Administrative Support	Y	Families, Transitional Age Youth, Adults, Adults ages 55+	4,265,682	3,322,439	3,322,439
HomePlate Youth Services	Street Outreach, Rapid Re-Housing (RRH), Housing Case Management Services (HCMS), and Quality Assurance		Families, Transitional Age Youth	1,217,339	970,262	970,262
Immigrant & Refugee Community Organization	Street Outreach, Rapid Re-Housing (RRH), Housing Case Management Services (HCMS), Quality Assurance, and Culturally Specific Administrative Support	Y	Immigrants and refugees, Families, Adults ages 55+	2,052,843	1,043,681	1,043,681
Just Compassion of East Washington County	Street Outreach, Beaverton Congregate Shelter, Tigard Congregate Shelter, Inclement Weather Shelter, Rapid Re-Housing (RRH), Housing Case Management Services (HCMS), and Quality Assurance		Adults	3,610,266	3,358,377	3,358,377
Native American Rehabilitation Association of the Northwest Inc	Rapid Re-Housing (RRH), Housing Case Management Services (HCMS), Quality Assurance, and Culturally Specific Administrative Support	Y	American Indian/Alaska Native, Families, Adults ages 55+	820,362	227,001	227,001
New Narrative	Street Outreach, Housing Liaison Services (HL), Rapid Re-Housing (RRH), Housing Case Management Services (HCMS), and Quality Assurance		Adults	1,840,081	1,370,252	1,370,252
Open Door HousingWorks	Street Outreach, Hillsboro Congregate Shelter, Inclement Weather Shelter/Resource Team, Alternative Pods, Alternative Pods Site Preparation, Alternative Pods, Housing Liaison Services (HL), Rapid Re-Housing (RRH), Housing Case Management Services, (HCMS), Quality Assurance, and Housing Careers Program, Operational services for the Hillsboro Alternative Shelter Pods		All eligible SHS program participants	9,033,799	7,180,509	7,180,509
Oregon Community Warehouse Inc	Household Supplies		All eligible SHS program participants	1,050,000	717,900	717,900
Project Homeless Connect Washington County	Street Outreach, Motel Non-Congregate Shelter, Inclement Weather Shelter, Housing Liaison Services, Rapid Re-Housing (RRH), Housing Case Management Services (HCMS), and Quality Assurance		Adults	5,214,411	4,508,257	4,508,257

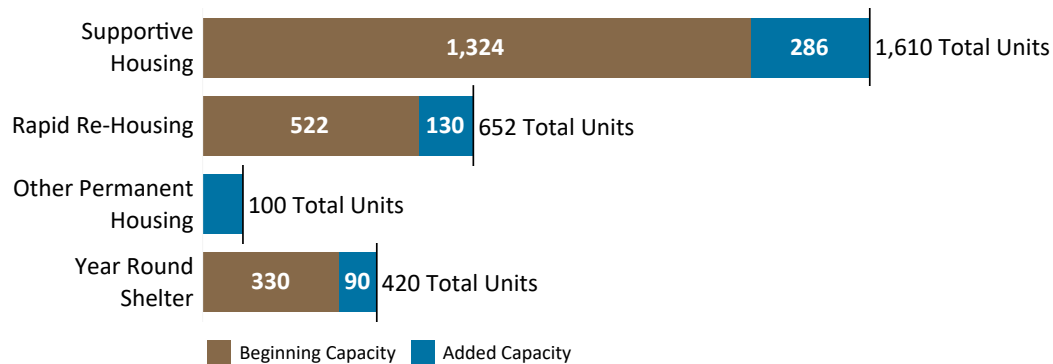
Name of provider	Programs/ services in contract	Culturally specific provider? Y/N	Population served (Black, Indigenous, etc.)	FY 23-24 contract amount	Total invoiced in FY 23-24	Total paid in FY 23-24
Sequoia Mental Health Services	Housing Case Management Services (HCMS), Permanent Supportive Housing (PSH), and Quality Assurance		Adults	1,222,367	752,658	752,658
Urban League of Portland	Rapid Re-Housing (RRH), Housing Case Management Services (HCMS), Quality Assurance, and Culturally Specific Administrative Support	Y	Black, Indigenous, People of Color, Adults	745,790	573,366	573,366
Virginia Garcia Memorial Health Center	Culturally Specific Administrative Support, and Recuperative Care Services	Y	Black, Indigenous and People of Color, and other culturally specific services	335,499	332,934	332,934
Worksystems Inc	Housing Careers		SHS program participants with lived experience of homelessness	1,200,401	678,729	678,729

SHS Annual Performance Metrics

SHS Outcome Metric 1: System Capacity

Number of housing and shelter units created and maintained through SHS funds

Number of Housing or Shelter Units Created and Total Capacity



SHS Outcome Metric 3.1: Total Households and Individuals Served by Program Type

Number of households and individuals served by SHS programs at any point during the reporting period. For Housing Programs, this count includes people who were enrolled and not yet housed.

Total HOUSEHOLDS Served by Program Type

Total Unique Households Served		5,694
Access Programs	Shelter & Transitional Housing	1,367
	Street Outreach	1,061
	Services Only	564
Housing Programs	Supportive Housing	1,574
	Rapid Re-Housing	666
	Other Permanent Housing	6
	Prevention	1,569

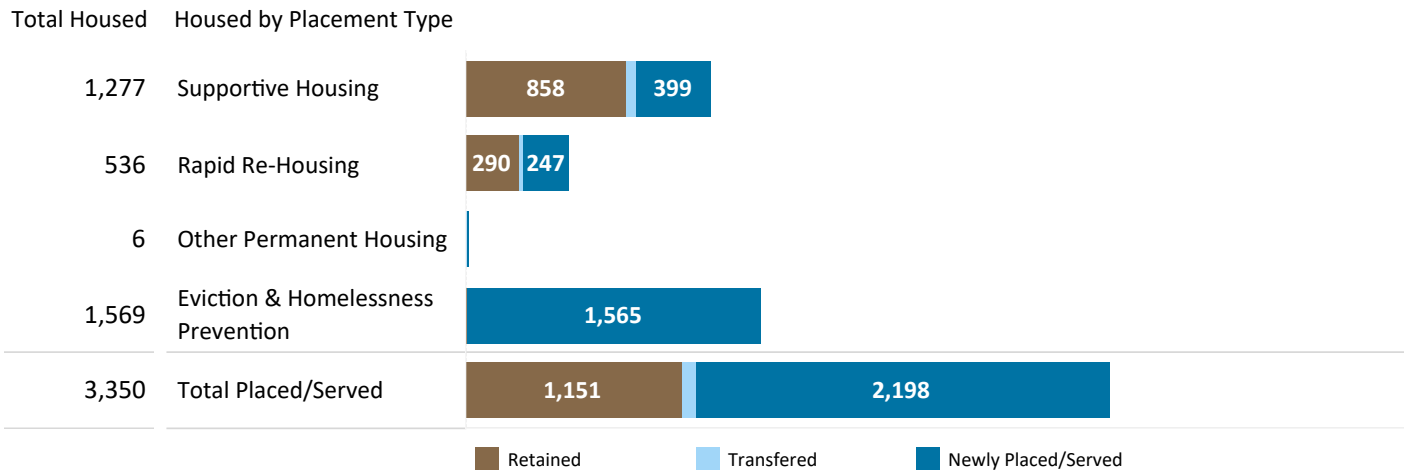
Total INDIVIDUALS Served by Program Type

Total Unique Individuals Served		10,466
Access Programs	Shelter & Transitional Housing	1,844
	Street Outreach	1,192
	Services Only	651
Housing Programs	Supportive Housing	2,559
	Rapid Re-Housing	1,559
	Other Permanent Housing	6
	Prevention	4,451

SHS Outcome Metric 3.2: Housing Placements & Homelessness Preventions

Number of housing placements and homelessness preventions, by housing intervention type (e.g. supportive housing, rapid rehousing).

HOUSEHOLDS Placed into Housing Programs or Receiving Eviction Prevention resources



Households newly housed and retained in projects during the reporting period. Households in permanent housing projects must have a valid housing move-in date.

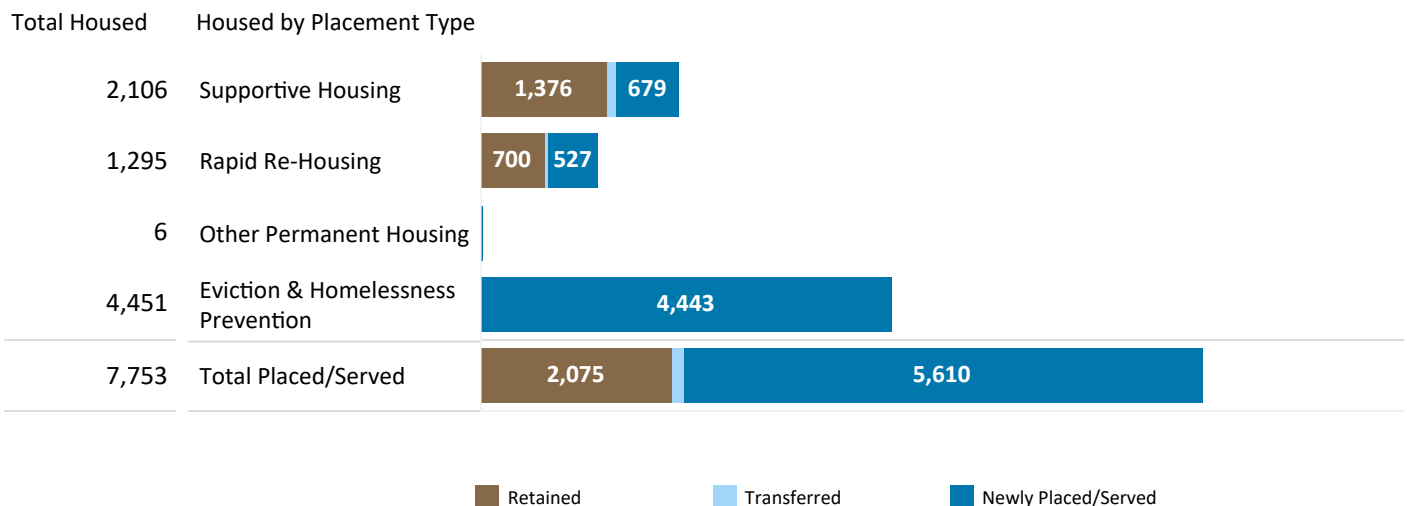
Retained refers to households who moved into housing in a prior reporting period and were still in the same housing program at some point during the current reporting period

Transferred refers to households who were housed with one provider/program and then moved to another housing provider or program while still housed. Some Transfer Placements may occur during the same reporting period as the initial placement and households may be counted in both groups.

Newly Placed/Served refers to households who moved into housing during the reporting period or received Eviction Prevention funds

Note: Households may get counted in multiple buckets depending on the situation, so the total number on the left side may not match up with adding the numbers from the placement types.

INDIVIDUALS Placed into Housing Programs or Receiving Eviction Prevention Resources



SHS Outcome Metric 4: Housing Retention Rates

This will measure if housing stability is achieved with supportive housing.

SHS Household Retention Rates

Households who were retained in housing after at 1 year

% of HOUSEHOLDS Retained in All Housing Programs

92%

Households Retained in Housing	835
Households in Retention Evaluation Population	912

% of HOUSEHOLDS Retained by Program Type

Supportive Housing	92%	Households Retained in Housing	820
		Households Housed in Year Prior to Reporting Period	890
Rapid Re-Housing	81%	Households Retained in Housing	22
		Households Exiting to PH in Year Prior to Reporting Period	27

Households are considered to have been retained in supportive or permanent housing if they were housed at some point in the year prior to the reporting period and were either:

- 1. Still in the housing program at the end of the reporting period
- Or
- 2. Had exited to a permanent housing destination at some point and had not returned to the homeless services system as of the end of the reporting period

Households are considered to have been retained in Rapid Re-housing if they exited RRH to a permanent housing destination at some point in the year prior to the reporting period and either:

- 1. Did not return to homeless services by the end of the reporting period
- Or
- 2. Were housed in another housing program at the end of the reporting period

For this program year, we had an extremely small sample size for evaluating retention due to this program being new. The low retention rate is not necessarily indicative of how this program will perform on an ongoing basis.

Note: Some households exiting to certain destinations are excluded from this metric in alignment with the HUD SPM methodology

SHS Outcome Metric 5: Length of Homelessness and Returns to Homelessness

‘Length of homelessness’ and ‘returns to homelessness’. These will measure how effectively the system is meeting the need over time.

Length of Homelessness (Years)

Length of time between approximate date homelessness started (prior to system or program entry) and the last day of the reporting period (if unhoused) or Housing Move-in Date (if housed) for those enrolled in a SHS program.



Note: Unhoused is anyone with an open entry into any SHS funded Shelter or Street Outreach program with a homeless Prior Living Situation.

HOUSEHOLD Returns to Homelessness Services

Households who exited a SHS program to a permanent housing destination, and returned to the homelessness services system within two years of exit.

15.2%	HHs Returned	174
	HHs Exited to PH	1,143

Households are considered to have returned to services if they have an entry in an CES, ES, SO, or TH project anytime after exiting to a PH destination.

Returns by SHS Program Type Exited

	% of HHs Returning	HHs Returned	HHs Exited to PH
Supportive Housing	10%	19	189
Rapid Re-housing	21%	35	168
Street Outreach	14%	30	213
Services Only	19%	39	206
Shelter & Transitional Housing	14%	67	477

System Annual Performance Metrics

Outcome Metric 1: System Capacity

Number of supportive housing units created and total capacity, compared to households in need of supportive housing. This will measure change in supportive housing system capacity and need over time. Supportive housing includes long-term housing programs that offer wraparound support services in addition to rental assistance.

Number of supportive housing units created and total capacity



Compared to known Population A Households engaged with our housing services system

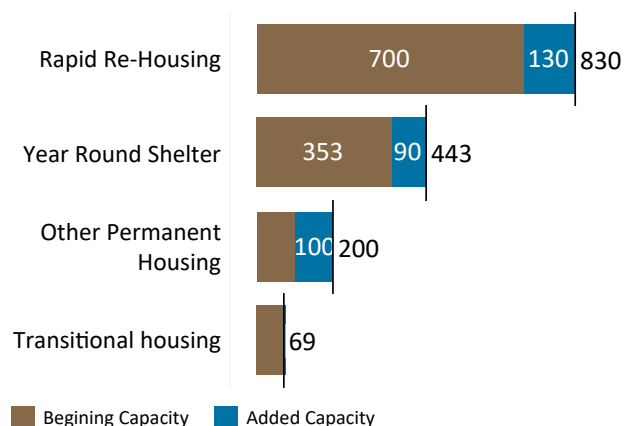
(estimates need for supportive housing)



Households in Need are defined as households who meet the SHS Population A definition and then classified by the status of their needs:

- Households with needs Met** are households that have been placed in a housing program (supportive housing or other housing program)
- Households with needs Partially Met** are households that have been connected to a housing program, but have not moved into housing yet
- Households with needs Unmet** are households that are either on our CES waitlist, staying in Shelter, or working with Street Outreach that are waiting to be connected to a housing resource

Other non-supportive housing and shelter options that provide system capacity



Outcome Metric 2: Programmatic Inflow and Outflow

Number of households experiencing housing instability or homelessness compared to households placed into stable housing each year. This will measure programmatic inflow and outflow.

Annual HOUSEHOLD Inflow and Outflow



Inflow is anyone newly identified as homeless in the reporting period through an entry into an access program (Coordinated Entry, Shelter, or Street Outreach)

System Placement includes all households or individuals who were housed via a housing program or received eviction prevention funds that are part of the County homeless services system

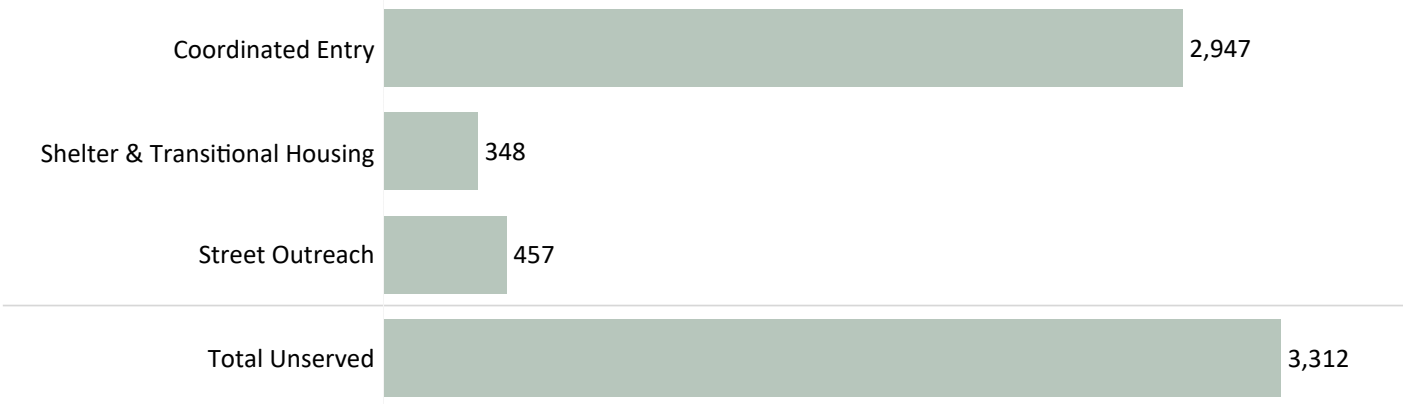
Positive Exit includes all households or individuals who exited an access program with a permanent housing destination, but was not placed in a housing program in our system

Other includes all households or individuals who exited Coordinated Entry, Shelter, Street Outreach, or Transitional Housing to a non-permanent housing destination and we are not able to determine if their housing crisis was resolved or not

Note: Homelessness Prevention Households receiving Eviction or Homelessness Prevention funds are only counted in Outflow if they were included in the Inflow count prior to receiving prevention funds

of HOUSEHOLDS Unserved by Entry Point

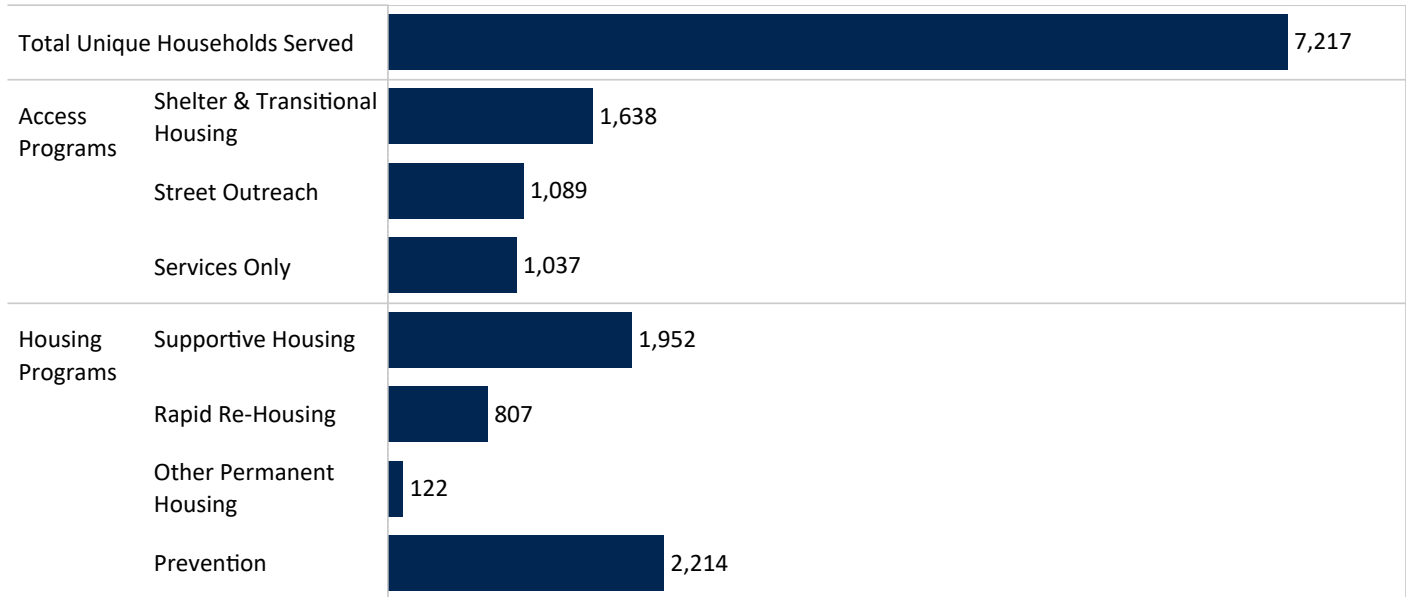
Number of households with an open entry at the end of the program year. This includes households that carried their need over from a prior reporting period. This represents all households waiting in our system regardless of their SHS Priority Population designation.



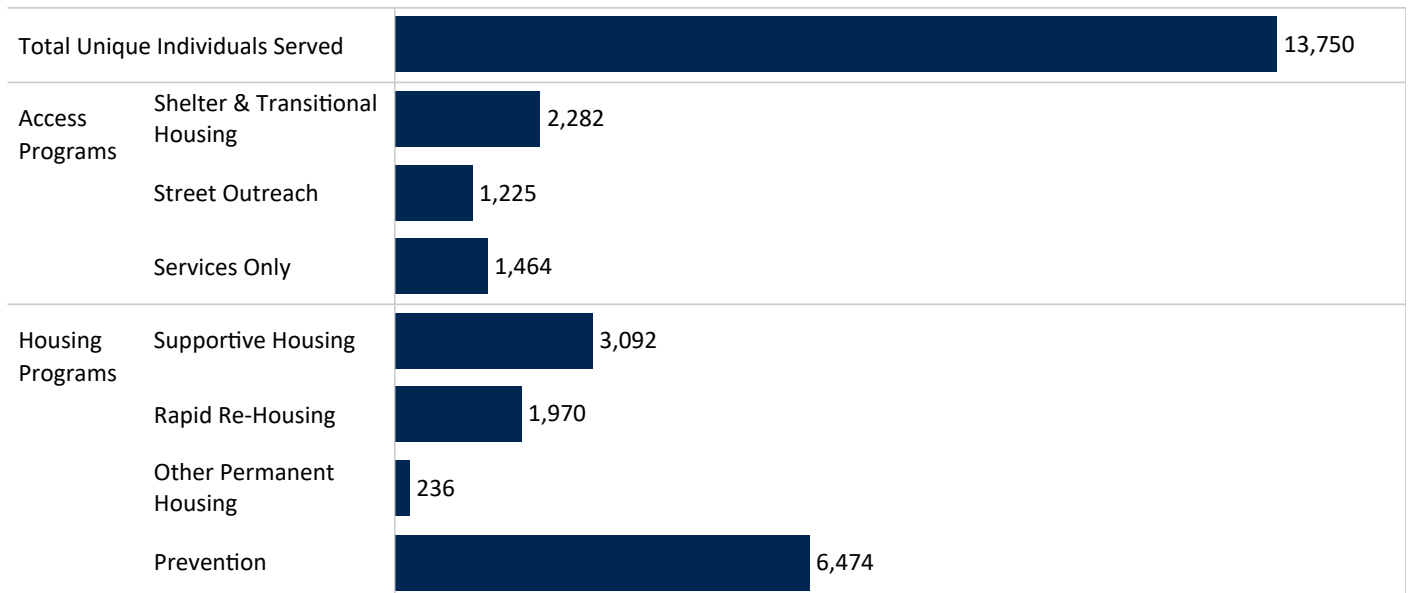
Outcome Metric 3.1: Total Households and Individuals Served by Program Type

Number of households and individuals served in our system at any point during the reporting period. For Housing Programs, this count includes people who were enrolled and not yet housed.

Total HOUSEHOLDS Served by Program Type



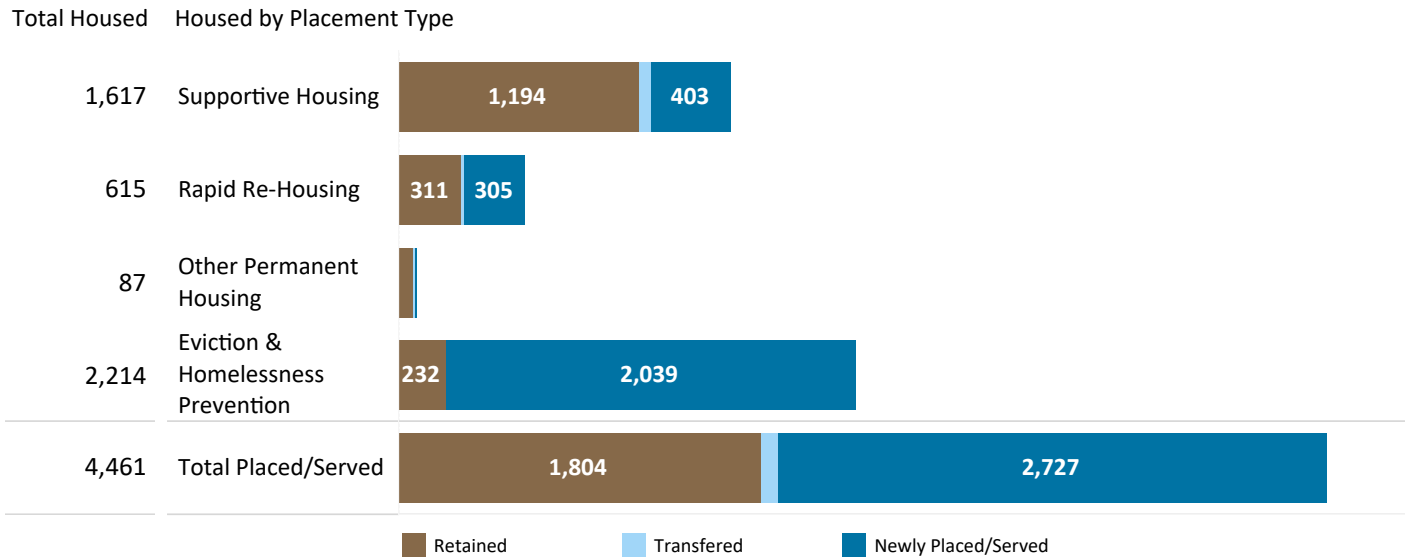
Total INDIVIDUALS Served by Program Type



Outcome Metric 3.2: Housing Placements & Homelessness Preventions

Number of housing placements and homelessness preventions, by housing intervention type (e.g. supportive housing, rapid rehousing).

HOUSEHOLDS Placed into Housing Programs or Receiving Eviction Prevention Resources



Households newly housed and retained in projects during the reporting period. Households in permanent housing projects must have a valid housing move-in date.

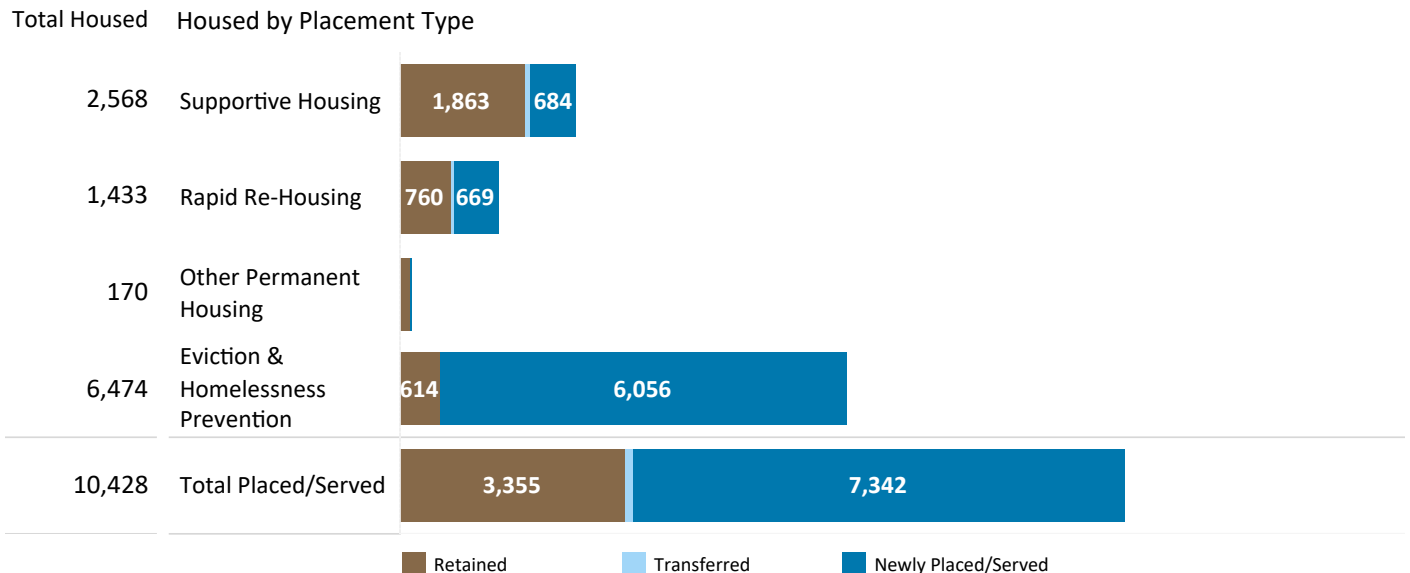
Retained refers to households who moved into housing in a prior reporting period and were still in the same housing program at some point during the current reporting period

Transferred refers to households who were housed with one provider/program and then moved to another housing provider or program while still housed. Some Transfer Placements may occur during the same reporting period as the initial placement and households may be counted in both groups.

Newly Placed/Served refers to households who moved into housing during the reporting period or received Eviction Prevention funds

Note: Households may get counted in multiple buckets depending on the situation, so the total number on the left side may not match up with adding the numbers from the placement types.

INDIVIDUALS Placed into Housing Programs or Receiving Eviction Prevention Resources



Outcome Metric 4: Housing Retention Rates

This will measure if housing stability is achieved with supportive housing.

Household Retention Rates

Households who were retained in housing after at 1 year

% of HOUSEHOLDS Retained in All Housing Programs

94%

Households Retained in Housing	1,678
Households in Retention Evaluation Population	1,788

% of HOUSEHOLDS Retained by Program Type

Supportive Housing	96%	Households Retained in Housing	1,496
		Households Housed in Year Prior to Reporting Period	1,559
Other Permanent Housing	87%	Households Retained in Housing	76
		Households Housed in Year Prior to Reporting Period	87
Rapid Re-Housing	87%	Households Retained in Housing	150
		Households Exiting to PH in Year Prior to Reporting Period	173

Households are considered to have been retained in supportive or permanent housing if they were housed at some point in the year prior to the reporting period and were either:

1. Still in the housing program at the end of the reporting period

Or

2. Had exited to a permanent housing destination at some point and had not returned to the homeless services system as of the end of the reporting period

Households are considered to have been retained in Rapid Re-housing if they exited RRH to a permanent housing destination at some point in the year prior to the reporting period and either:

1. Did not return to homeless services by the end of the reporting period

Or

2. Were housed in another housing program at the end of the reporting period

Note: Some households exiting to certain destinations are excluded from this metric in alignment with the HUD SPM methodology

Outcome Metric 5: Length of Homelessness and Returns to Homelessness

‘Length of homelessness’ and ‘returns to homelessness’. These will measure how effectively the system is meeting the need over time.

Length of Homelessness (Years)

Length of time between approximate date homelessness started (prior to system or program entry) and the last day of the reporting period (if unhoused) or Housing Move-in Date (if housed).



Note: Unhoused is anyone with an open entry into CES, ES, SO, or TH with a homeless Prior Living Situation.

Household Returns to Homelessness Services

Households who exited the homelessness services system to a permanent housing destination, and returned to the homelessness services system within two years of exit.

% of HOUSEHOLDS Returning to Homelessness Services	HHs Returned	1,137
	HHs Exited to PH	5,706

19.9%

Households are considered to have returned to services if they have an entry in an CES, ES, SO, or TH project anytime after exiting to a PH destination.

Returns by Program Type Exited

		% of HHs Returning	HHs Returned	HHs Exited to PH
Housing Programs	Supportive Housing	11%	24	225
	Rapid Re-housing	31%	165	529
Access Programs	Shelter & Transitional Housing	15%	112	727
	Street Outreach	14%	31	217
	Coordinated Entry	23%	466	2,024
	Services Only	20%	673	3,384

Equity Analysis

Washington County is committed to advancing racial equity work through our housing work. This work includes strengthening avenues for public participation through our advisory bodies, conducting bi-annual racial equity analysis to better understand who our system is currently serving, where the need is in our community, and the gaps between Black, Indigenous, and people of color (BIPOC) experiencing poverty and accessing housing services. As we continue to serve BIPOC program participants, we are also assessing and encouraging greater workforce racial diversity and supporting our culturally specific service providers. We are proud to report strong outcomes in serving BIPOC program participants and addressing housing access disparities, while still exploring the ways our system can improve in the future.

Advancing racial equity through representation in decision-making

Consistent with regional goals to increase access and inclusion in our community advisory bodies, Washington County has modernized our governance structure to ensure policy guidance, program oversight, and public transparency with diverse voices and representation from across Washington County. This included a “One Governance” initiative to align multiple advisory bodies into a single governance structure. The new Homeless Solutions Advisory Council or the “Solutions Council” launched in January 2024 with 10 members, the demographics of the members are listed in the pie chart below. The Solutions Council currently hosts three important subcommittees: Performance Evaluation, Lived Experience, and Equitable Procurement. While two members of the Solutions Council have lived experience of homelessness, the Lived Experience Advisory Body also supports decision making that centers the needs of those navigating our system.

In addition to the Solutions Council, Washington County convenes the Housing and Supportive Services Network (HSSN). HSSN, a network of hundreds of service provider and community partners, meets monthly and represents a diverse group of organizations and workers with lived experience. HSSN is engaged early in projects to inform values and criteria staff use to support decision making.

The Racial equity data analysis report

Washington County conducts a bi-annual data analysis to continue to understand racial and ethnic disparities in our community and track progress in our programs to mitigate these disparities. Our racial equity analysis uses two distinct approaches to evaluate how effective our programs are at reaching a diverse population.

First, the data is presented according to racial identities used in our HMIS reporting, with categories people are more likely to use to identify themselves, according to best practices in data equity reporting. This summary is found in the color block charts. These data sets also utilize an “alone or in combination” methodology – meaning that people get counted in each of the distinct racial groups they identify with. In these summaries, the percentage by each racial group will add up to more than 100% since people can be counted in multiple racial groups.

To properly understand how we are reaching communities in need, the analysis also compares our HMIS data to the population data sets that come from American Community Survey (ACS) data. The ACS data uses a different reporting methodology that groups people into a singular racial identity (called a “mutually exclusive” methodology). We adjust our data into the categories used by the ACS for all comparative analysis. In the report, bar charts with comparative population analysis typically follow the color block charts to illustrate how that particular service area compared to the population in poverty and the overall Washington County population.

Highlights from the racial equity data analysis

Housing Placements and Preventions programs from 7/1/21 through 6/30/2024 across Washington County's Homeless Services system have been very successful at reaching a diverse population. The diversity of our population served has increased with each fiscal year, which is predominantly due to the addition of programs that focus more on SHS Priority Population B (Rapid Re-Housing and Prevention). We have been most successful at reaching the Latine (41%) and Black (14%) populations in our programs, and have additional effort needed to increase reach to Asian American and Native American households in some services areas. Data charts are available at the end of this attachment.

Overall HMIS Data Analysis

Our homeless services system sees similar percentages by racial identity as it does for those served in our programs. We also recognize the data quality challenges as we are missing racial identifiers for 8% of our program participants. This is partially due to the early engagement our Street Outreach services provide, before trust with participants can be established. Our successes in reaching the Latine population have resulted in that population representing a lower proportion of those in need (28%) than we serve on average (41%).

HMIS Entry & Exit Data

Looking at the racial identities of those who entered our system at some point in FY 23-24, we see a similar diversity level as those awaiting services in our system. A significant portion of people did not report a racial identity (8%), most noticeable with those entering through our Street Outreach Services.

Regarding the racial identities of those who exited our system at some point in FY 23-24, we also see a similar diversity level as those entering the system. Additionally, a large portion of those who do not report their racial identity end up exiting to an unknown situation (10%). This could be people who had less system interaction and were exited due to our Community Connect inactive policy.

SHS specific data

Similar to the Washington County overall system housing placements, SHS programs have been successful at reaching a diverse population, increasing each fiscal year. This is predominantly due to the addition of programs that focus more on Population B (Rapid Re-Housing and Prevention). We have been most successful at reaching the Latine and Black populations in our programs. When comparing the population served to the percentage of the population experiencing poverty in Washington County, we have been successful at serving many communities at higher rates than they experience poverty. The Asian-American and Pacific Islander population remains the exception.

Supportive Housing (PSH and HCMS)

SHS Supportive Housing programs are the least successful at reaching a diverse group of individuals. However, these programs have still reached high rates of diverse populations. One significant group of note is the Native American population. We can see the impact of having a culturally specific provider serving this group. Other than the Asian population, Supportive Housing programs are serving populations at similar rates to the percentages of those groups experience poverty in Washington County.

Rapid Re-housing

SHS Rapid Re-Housing programs have been successful at reaching a diverse group of individuals. One significant stand out is the 39% of the individuals served that identify as Latine. The ability for Rapid Re-Housing providers to reach this population stands out very clearly when comparing the percentage served (40%) to the percentage of those experiencing poverty (27%) in Washington County. These programs have also succeeded in serving most other communities of color at higher rates than they experience poverty.

Prevention

SHS Eviction and Homelessness Prevention programs have been our most successful programs for reaching the Asian-American and Pacific Islander population, which are underserved in other programs. This program is even more successful than Rapid Re-Housing in its ability to reach a diverse group. It serves the lowest percentage of people who identify as “White: Non-Hispanic” (30%) of any of our current programs, while reaching other populations at higher rates than they experience poverty in the county.

Advancing racial equity through our providers and workforce

As the front line to those accessing services, Washington County racial equity efforts have been focused on supporting our providers. The County collaborates with 24 service providers, including seven culturally specific organizations, to enhance services and advance equity. All partner agencies engaged in at least one equity-focused training, covering topics like LGBTQ+ inclusion and housing inequities. The county allocated \$235,000 in technical assistance grants to eight agencies and \$1.7 million for capacity building projects across 14 agencies. Notably, the Housing Careers program enrolled 45 participants, with 42 completing their projects, and expanded its focus to general employment services.

Approximately 45% of staff at provider agencies have experienced housing instability, and many identify as people of color, with culturally specific providers offering higher pay for direct service roles. The county conducts biannual equity analyses of outcomes data to guide program improvements, revealing that programs serve higher percentages of Black, Indigenous, and Latine households compared to their representation in the general population.

Strategies to advance racial equity: next steps

The intentionality of partnering with multiple culturally specific organizations has yielded clear and demonstrated impacts for serving diverse populations, and Washington County is proud of our partnership that make that reach possible. However, we continue to see gaps in reaching Asian-American and Pacific Islander households.

Participants identifying as Asian-American and Pacific Islander (AAPI) alone make up a smaller proportion of those that are either served (3%) or awaiting services in our system (3%) than the proportion of these individuals experience poverty in Washington County (8%). Although the SHS Eviction and Homelessness Prevention has shown success in serving this community, further strategies are being developed to address these disparities. We will prioritize renewed outreach to AAPI Community Based Organizations to generate feedback and recommendations unique to this population. We expect this work to take time, and we're committed to expanding equitable reach to all programs.

Internal improvements on our racial equity strategies are also underway. A recruitment for the first ever Homeless Services Equity Coordinator launched at the end of Program Year Three. With this new staff capacity, the county has expanded efforts to address longstanding disparities, particularly racial disparities, in housing outcomes. We will open new doors for culturally specific providers to provide direct feedback to county decision-makers, formalize a racial equity lens across the department, and increase investigation where our outcomes don't align with our goals. In Program Year Four, the counties and Metro are increasing regional coordination on equity advancements in the homeless services system. This includes sharing tools and approaches across the region that will help address disparities each county sees in their system.

Attachment F: Equity Analysis of System Outcomes

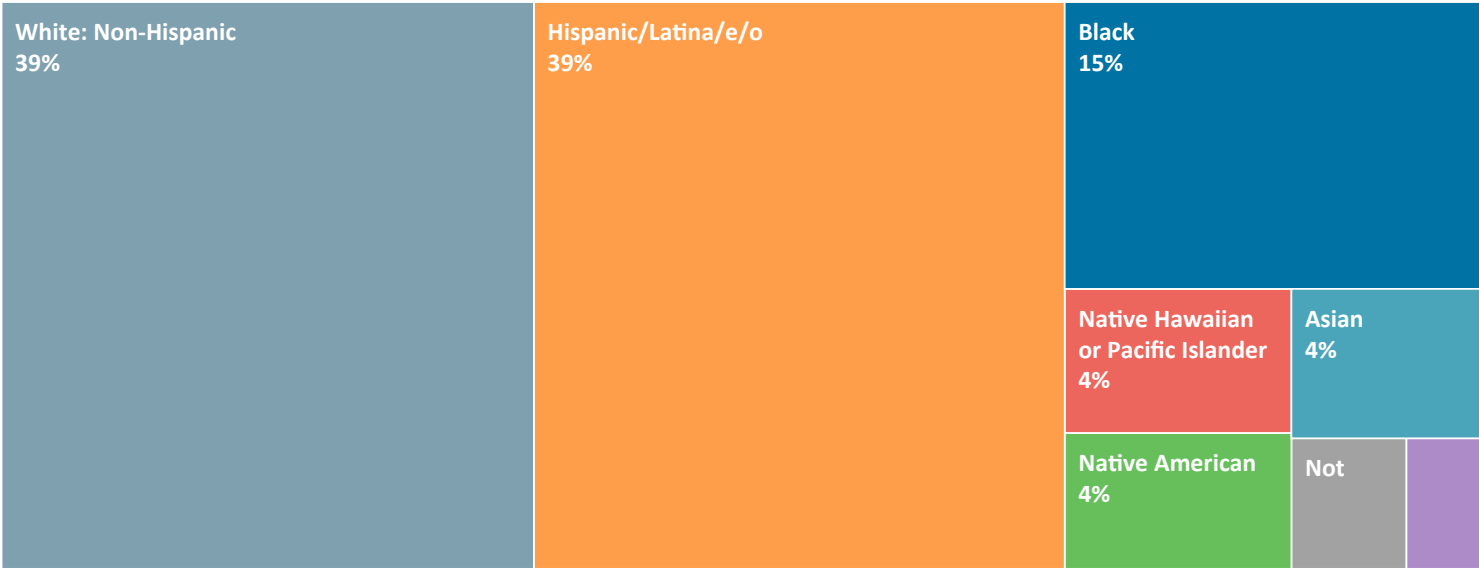
Housing Placements through 6/30/2024

When looking at the Housing Placements and Preventions from 7/1/21 through 6/30/2024 across our full Homeless Services system, it is clear that our programs have been very successful at reaching a diverse population. The diversity of our population served has increased with each fiscal year, which is predominantly due to the addition of programs that focus more on SHS Priority Population B (Rapid Re-Housing and Prevention). We have been most successful at reaching the Latine and Black populations in our programs.

- Asian
- Black
- Hispanic/Latina/e/o
- Native American
- Native Hawaiian or Pacific Islander
- Middle Eastern or North African
- White: Non-Hispanic
- Not Reported

Note: Middle Eastern or North African was only added a race option in HMIS in October 2023 and has limited data

% of Individual Housing Placements and Homelessness Preventions by Racial Identity (alone or in combination)



	Placed FY22		Placed FY23		Placed FY24		Grand Total	
	# of Individuals	% of Individuals	# of Individuals	% of Individuals	# of Individuals	% of Individuals	# of Individuals	% of Individuals
Asian	9	1%	34	1%	338	5%	377	4%
Black	134	13%	325	14%	1,202	16%	1,611	15%
Hispanic/Latina/e/o	232	22%	949	41%	3,058	41%	4,042	39%
Native American	62	6%	152	6%	222	3%	417	4%
Native Hawaiian or Pacific Islander	33	3%	101	4%	314	4%	437	4%
Middle Eastern or North African			17	1%	117	2%	129	1%
White: Non-Hispanic	668	63%	971	41%	2,576	35%	4,069	39%
Not Reported	9	1%	22	1%	176	2%	205	2%

Equity Analysis for those Awaiting Services

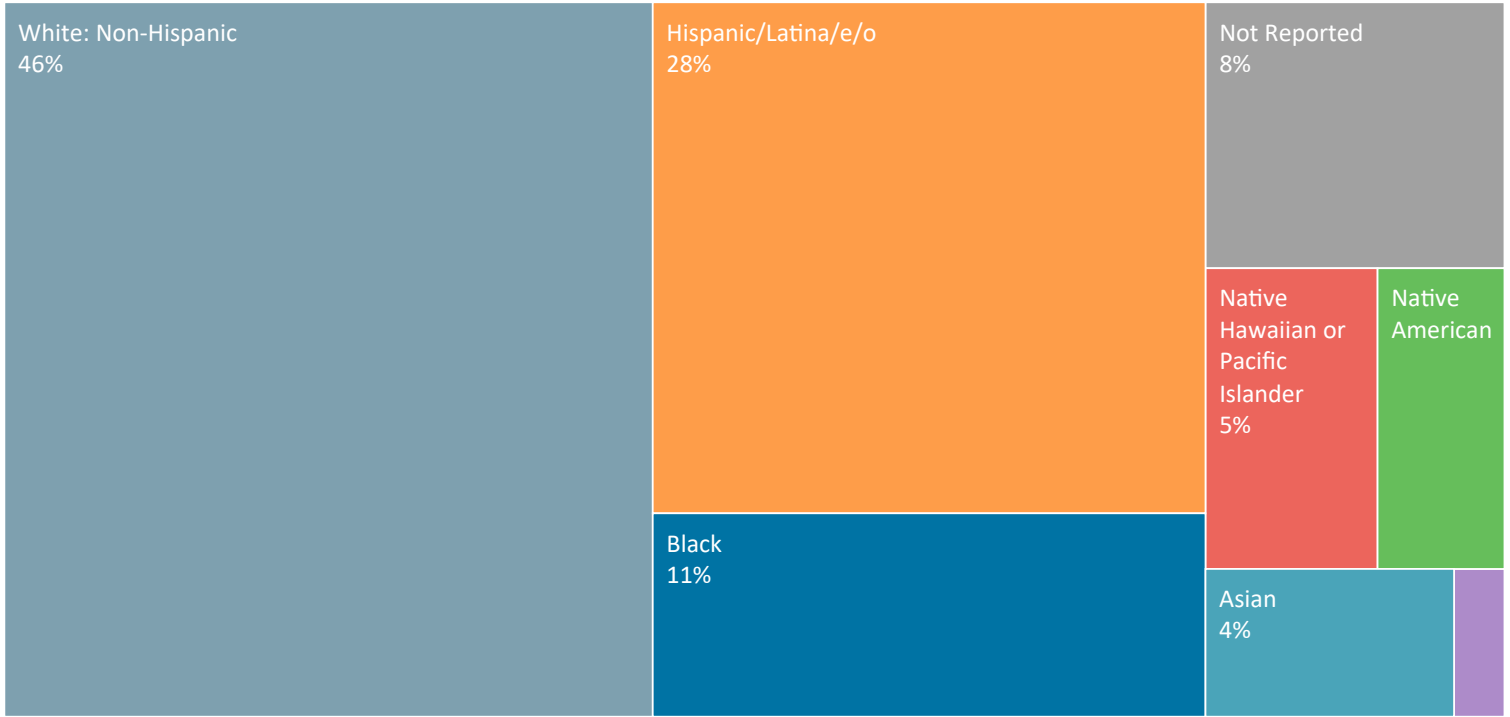
as of 6/30/2024

Looking at our system as a whole and who is still in need, we see similar percentages by racial identity as we do for those served in our programs. Though we do have more data quality challenges with missing racial identities for 8% of those still in need. This is partially due to the early engagement our Street Outreach services provide, before trust is established. Our successes in reaching the Latine population has resulted in that population representing a lower proportion of those in need than we serve on average.

- Asian
- Black
- Hispanic/Latina/e/o
- Native American
- Native Hawaiian or Pacific Islander
- Middle Eastern or North African
- White: Non-Hispanic
- Not Reported

Note: Middle Eastern or North African was only added a race option in HMIS in October 2023 and has limited data

% of Individuals Unserved as of 6/30/2024 by Racial Identity
(alone or in combination)

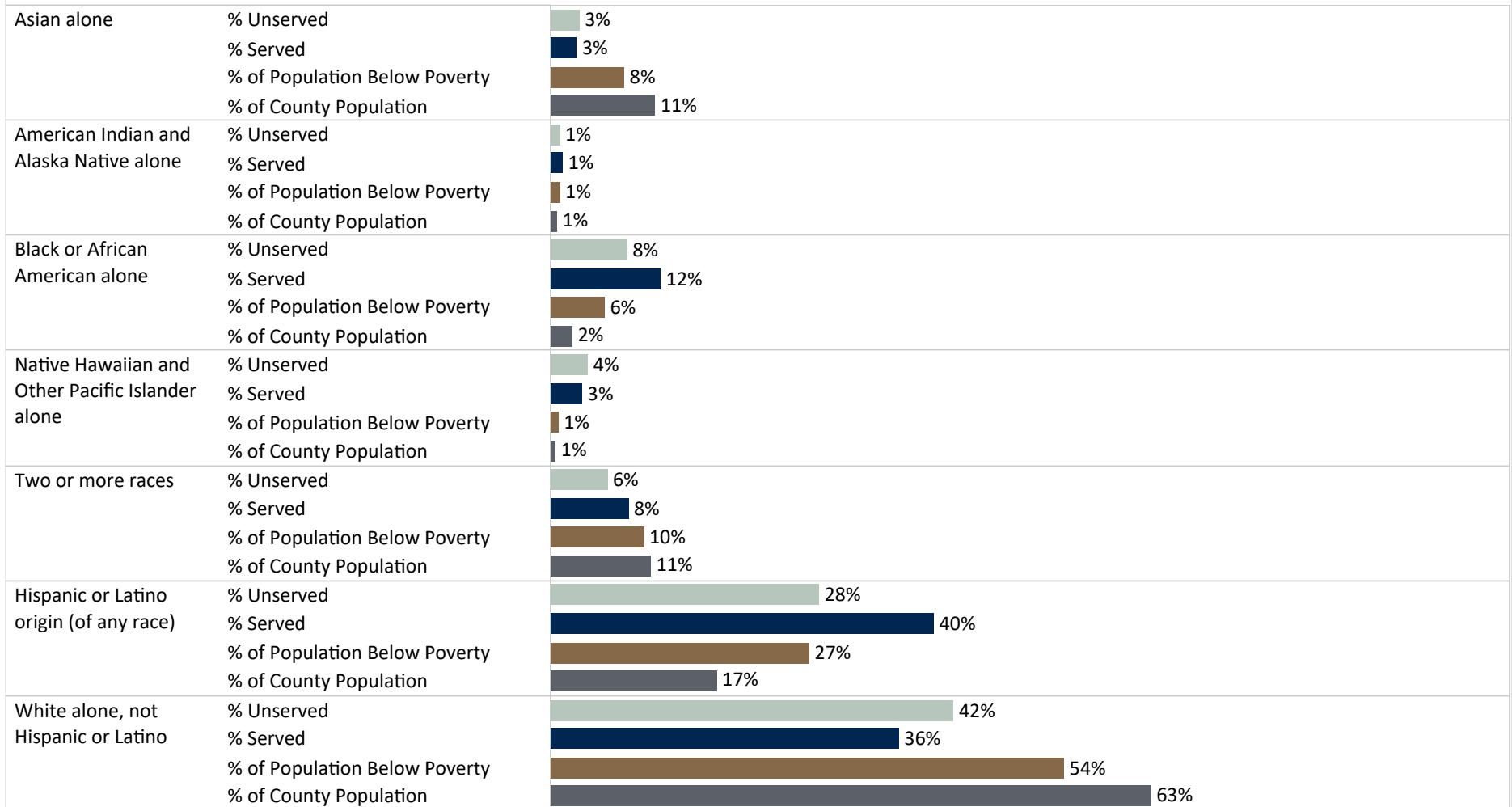


	# Unserved	% of Individuals Unserved
Asian	225	4%
Black	684	11%
Hispanic/Latina/e/o	1,721	28%
Native American	233	4%
Native Hawaiian or Pacific Islander	315	5%
Middle Eastern or North African	45	1%
White: Non-Hispanic	2,820	46%
Not Reported	486	8%

How do the populations in need of housing programs compare to the overall population and populations in poverty in Washington County?

Those remaining unserved in our system make up a smaller percentage of the population experiencing poverty for most racial groups, and we are typically serving these groups at a higher rate than they are being left unserved. That said, our system has struggled to reach the Asian population. Those identifying as Asian make up a smaller proportion of those that are either served or awaiting services in our system than the proportion of these individuals experience poverty in Washington County.

% of Individuals awaiting services or served by Housing Programs by Racial Identity in comparison to the population
(mutually exclusive)



Population data is from the American Community Services 2022 poverty data found at:
<https://data.census.gov/table?q=S1701%20&g=050XX00US41067&y=2022&d=ACS%201-Year%20Estimates%20Subject%20Tables>

Equity Analysis for those Served in Shelter

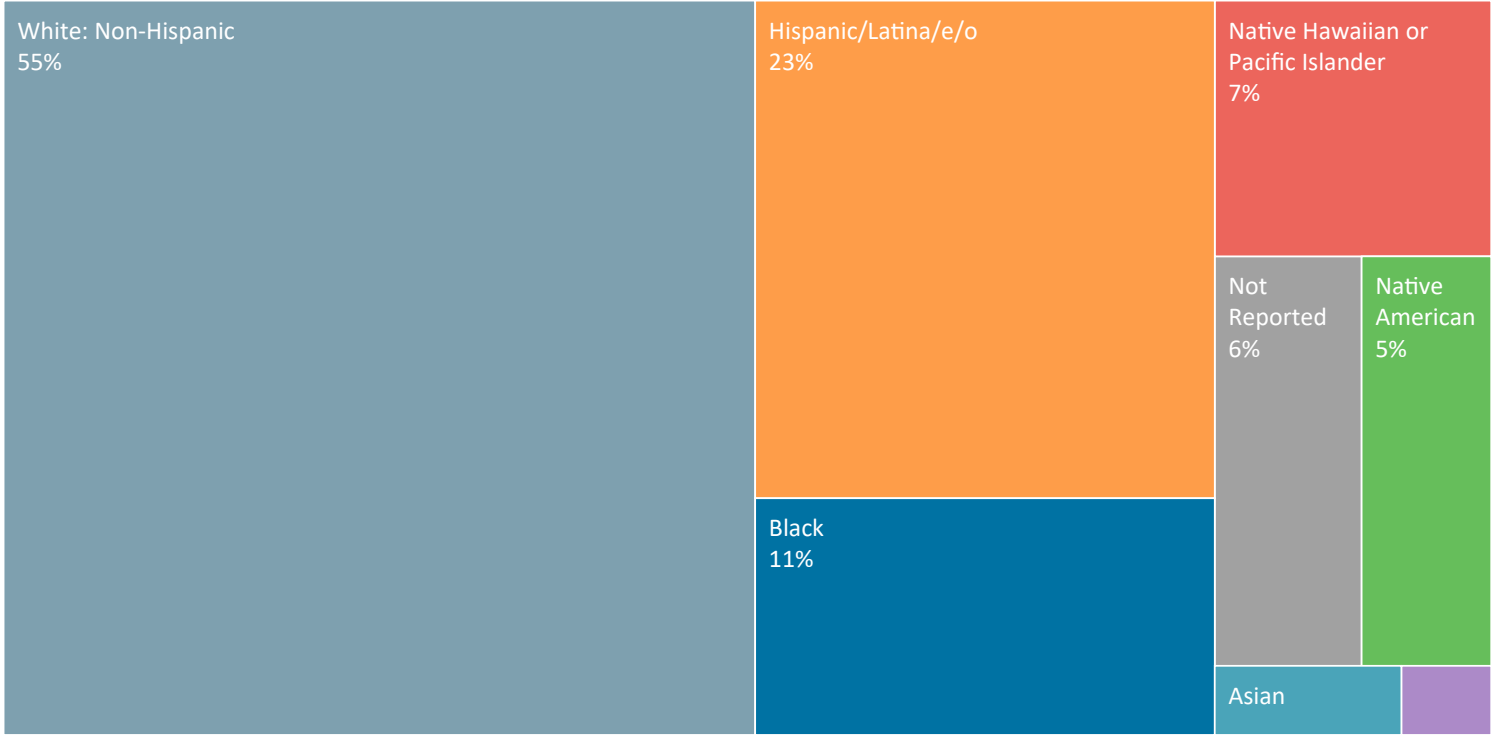
for the period from 7/1/2023 to 6/30/2024

Our Shelter system has been the least successful at serving the Asian and Latine communities, though it also has some data quality challenges with 6% of the population served not having a racial identity reported. Shelters do serve a similar rate of other communities of color as our housing programs.

- Asian
- Black
- Hispanic/Latina/e/o
- Middle Eastern or North African
- Native American
- Native Hawaiian or Pacific Islander
- Not Reported
- White: Non-Hispanic

Note: Middle Eastern or North African was only added a race option in HMIS in October 2023 and has limited data

% of Individuals served in Shelter by Racial Identity
(alone or in combination)

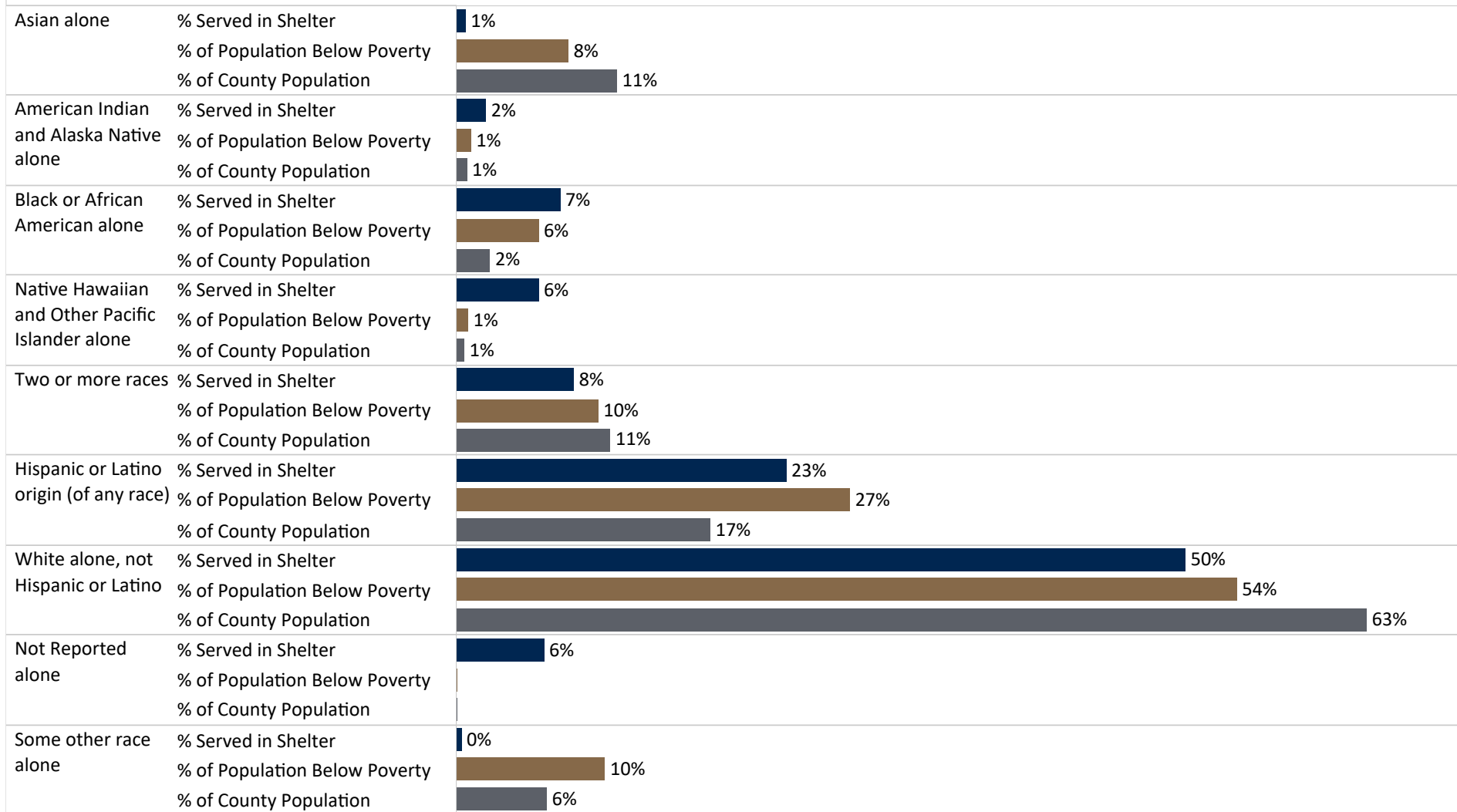


	# of Individuals	% of Individuals Served
Asian	27	1%
Black	230	11%
Hispanic/Latina/e/o	481	23%
Native American	112	5%
Native Hawaiian or Pacific Islander	149	7%
Middle Eastern or North African	13	1%
White: Non-Hispanic	1,164	55%
Not Reported	128	6%

How do the populations served in Shelter compare to the overall population and populations in poverty in Washington County?

Our Shelters have been successful at serving most population groups at higher rates than those experiencing poverty. The most notable exceptions are the Asian and Latine communities.

% of Individuals served by SHS Shelters by Racial Identity in comparison to the population



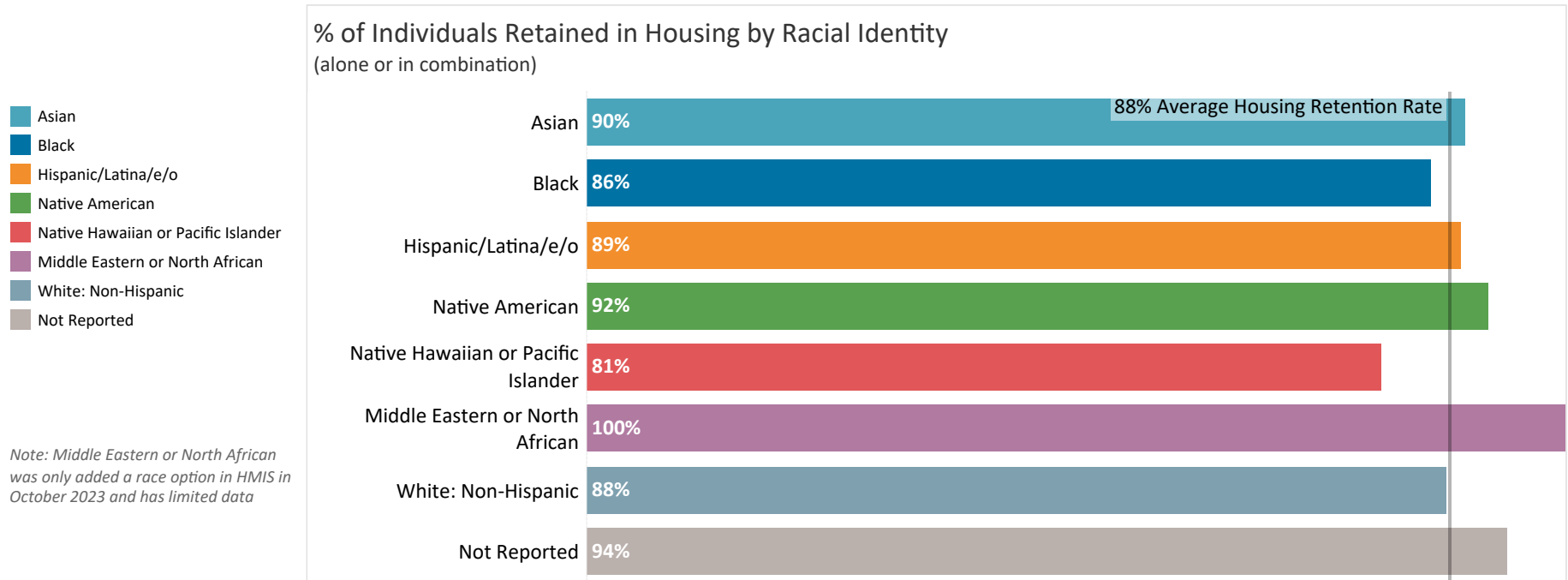
Population data is from the American Community Services 2022 poverty data found at:

<https://data.census.gov/table?q=S1701%20&g=050XX00US41067&y=2022&d=ACS%201-Year%20Estimates%20Subject%20Tables>

Equity Analysis for Housing Retention Rates

for those housed at some point in FY 22-23 who retained their housing as of 6/30/2024 (please see attachment E for more details on Retention)

We do not see significant variance in the housing retention rates by racial identity with a few exceptions. Native Hawaiian and Pacific Islanders have a lower retention rate than average and this could be partially due to a lower sample size. Sample size is a similar challenge for the those identifying as Middle Eastern or North African since we have only served 9 individuals in this group. We see more variance across racial groups for our Rapid Re-housing and Other Permanent Housing program types though those programs also had a very low sample size and it is unclear if these variances are significant.

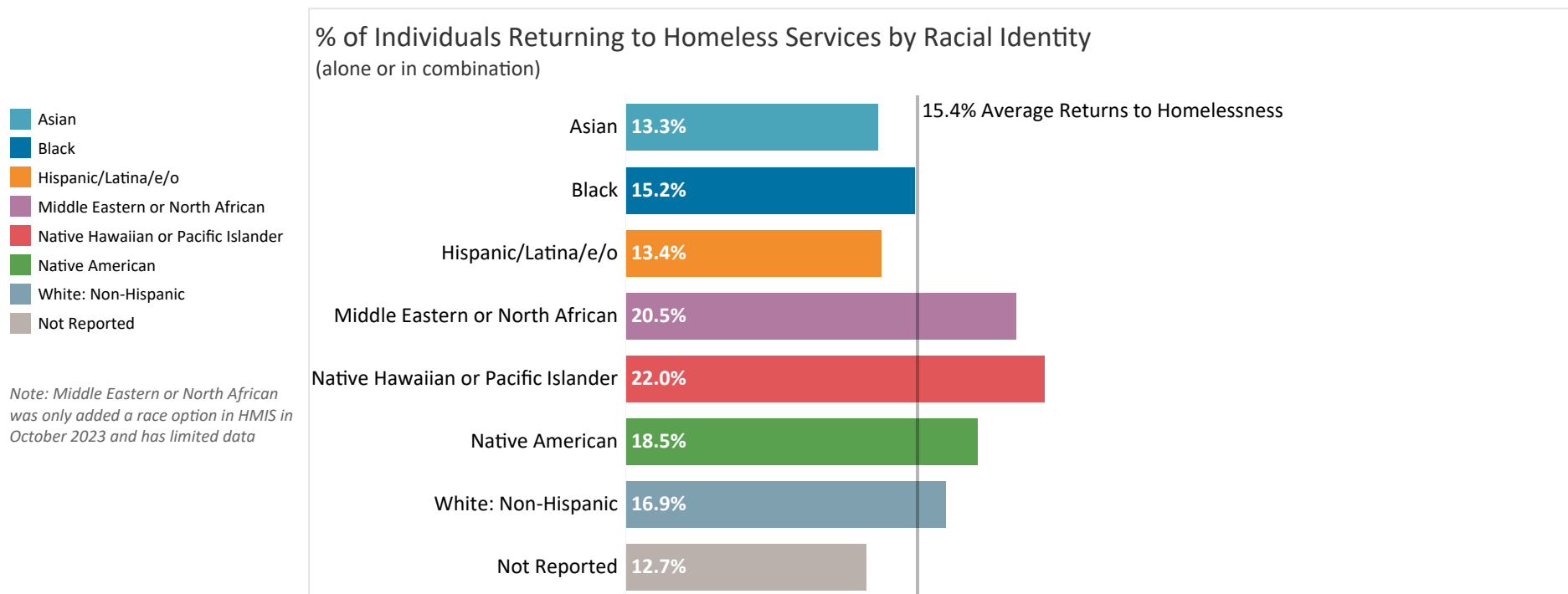


	Supportive Housing			Rapid Re-Housing			Other Permanent Housing			Grand Total		
	Individual Retention %	Individuals Retained in Housing	Individuals in Retention Evaluation Population	Individual Retention %	Individuals Retained in Housing	Individuals in Retention Evaluation Population	Individual Retention %	Individuals Retained in Housing	Individuals in Retention Evaluation Population	Individual Retention %	Individuals Retained in Housing	Individuals in Retention Evaluation Population
Asian	93%	28	30	86%	6	7	50%	1	2	90%	35	39
Black	93%	229	245	77%	56	73	50%	13	26	86%	287	333
Hispanic/Latina/e/o	93%	422	454	78%	119	153	93%	41	44	89%	573	641
Native American	94%	123	131	83%	15	18	80%	8	10	92%	141	153
Native Hawaiian or Pacific Islander	93%	53	57	63%	19	30	71%	5	7	81%	73	90
Middle Eastern or North African	100%	9	9							100%	9	9
White: Non-Hispanic	92%	1,048	1,143	74%	117	159	69%	68	99	88%	1,206	1,372
Not Reported	93%	14	15				100%	2	2	94%	16	17

Equity Analysis for Individuals Returning to Homeless Services

for those exiting programs to permanent housing destinations since 7/1/2022 and returning to homeless services at some point by 6/30/2024

When looking at those returning to homeless services after exiting a program to a permanent housing destination, we do see a lot of variance across racial identities. Similar to Retention though, these variances are hard to evaluate for some groups due to lower sample sizes. Additional analysis is needed to determine what could be contributing to these variances.



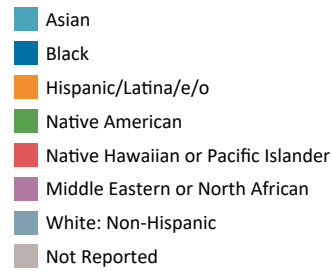
	Supportive Housing			Rapid Re-housing			Access Programs			Grand Total		
	% of Individuals Returning	Individuals Returned	Individuals Exited to PH	% of Individuals Returning	Individuals Returned	Individuals Exited to PH	% of Individuals Returning	Individuals Returned	Individuals Exited to PH	% of Individuals Returning	Individuals Returned	Individuals Exited to PH
Asian	0.0%	0	6	13.6%	3	22	13.3%	54	407	13.3%	55	414
Black	5.9%	2	34	22.7%	53	233	15.2%	259	1,706	15.2%	270	1,776
Hispanic/Latina/e/o	5.1%	4	79	13.7%	64	468	13.3%	642	4,810	13.4%	667	4,966
Native American	8.3%	1	12	37.0%	20	54	17.2%	74	431	18.5%	84	454
Native Hawaiian or Pacific Islander	0.0%	0	6	37.2%	35	94	19.8%	133	673	22.0%	151	685
Middle Eastern or North African				0.0%	0	1	20.5%	8	39	20.5%	8	39
White: Non-Hispanic	9.3%	17	182	24.0%	134	559	16.6%	827	4,978	16.9%	874	5,186
Not Reported	8.3%	1	12	12.5%	2	16	13.0%	35	269	12.7%	35	276

Equity Analysis for Average Length of Time Homeless

Based on Housing Status as of 6/30/2024

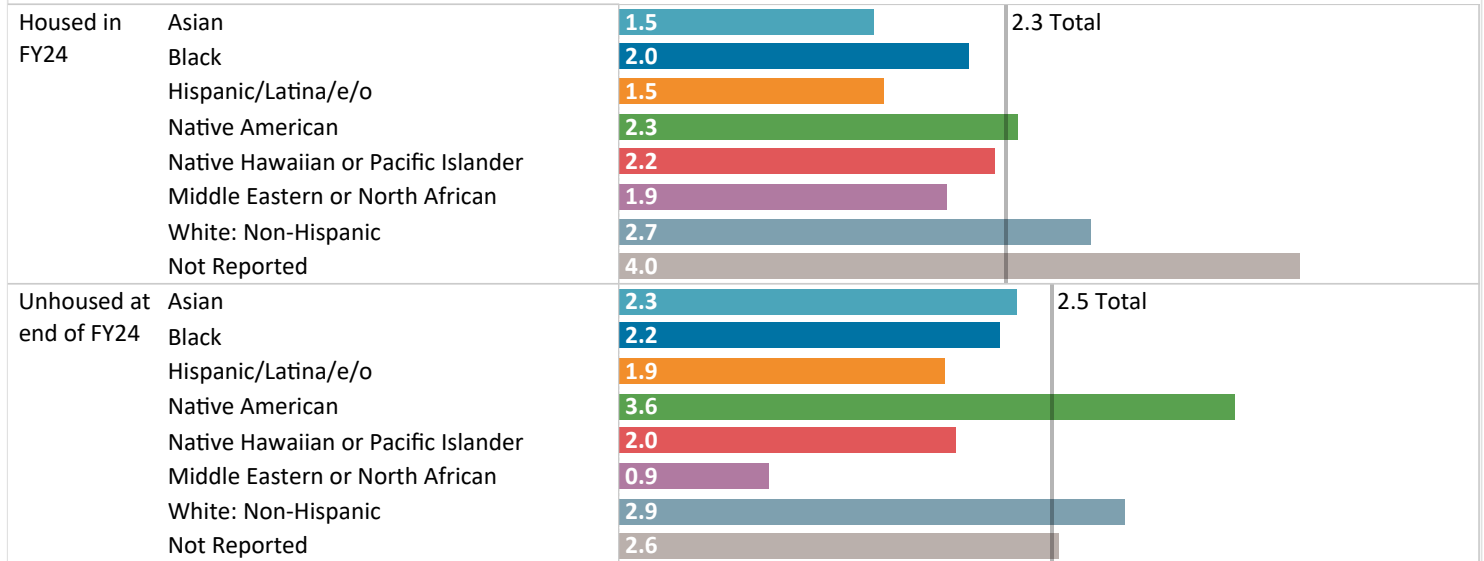
In terms of how long people stay homeless prior to moving into housing, we are finding that most racial groups experience a lower length of time homeless on average as compared to those identifying as White: Non-Hispanic. Those who did not report a racial identity had the longest average (4 years) though that is likely skewed due to a low sample size.

For those that are still waiting for a housing resource, we do see that most racial groups have a higher average length of time homeless than those housed, though it is generally minimal. Our Native American population is experiencing the longest length of time homeless and that seems to be driven by a few outliers that may indicate data quality challenges.



Note: Middle Eastern or North African was only added a race option in HMIS in October 2023 and has limited data

Length of Time Homeless by Racial Identity (alone or in combination)



	Avg Length of Time Homeless		Housed in FY24		Unhoused at end of FY24	
	Length of Time..	# of Individuals	Length of Time..	# of Individuals	Length of Time..	# of Individuals
Asian	2.1	106	1.5	24	2.3	85
Black	2.1	538	2.0	208	2.2	345
Hispanic/Latina/e/o	1.8	1,367	1.5	555	1.9	859
Native American	3.2	223	2.3	76	3.6	151
Native Hawaiian or Pacific Islander	2.0	269	2.2	117	2.0	160
Middle Eastern or North African	1.2	35	1.9	13	0.9	22
White: Non-Hispanic	2.9	2,564	2.7	747	2.9	1,875
Not Reported	2.7	292	4.0	30	2.6	267
Grand Total	2.4	5,049	2.3	1,625	2.5	3,558

Attachment F continued: Disability & Gender Identity of Program Participants

Disability Status of people served in SHS-funded programs

PSH Placements		
Individuals Newly Placed this Year	#	%
Persons with disabilities	446	66%
Persons without disabilities	142	21%
Disability unreported	91	13%

RRH Placements		
Individuals Newly Placed this Year	#	%
Persons with disabilities	200	38%
Persons without disabilities	270	51%
Disability unreported	57	11%

Housing Only Placements		
Individuals Newly Placed this Year	#	%
Persons with disabilities	1	100%
Persons without disabilities	-	-
Disability unreported	-	-

Preventions		
Individuals Newly Placed this Year	#	%
Persons with disabilities	246	6%
Persons without disabilities	674	15%
Disability unreported	3,523	79%

Gender identity of people served in SHS-funded programs

PSH Placements		
Individuals Newly Placed this Year	#	%
Male	329	48%
Female	333	49%
A gender that is not singularly 'Male' or 'Female'	11	2%
Transgender	9	1%
Questioning	-	-
Culturally Specific Identity (e.g., Two-Spirit)	-	-
Client doesn't know	-	-
Client refused	1	0%
Data not collected	-	-

RRH Placements		
Individuals Newly Placed this Year	#	%
Male	237	45%
Female	279	53%
A gender that is not singularly 'Male' or 'Female'	7	1%
Transgender	3	1%
Questioning	1	0%
Culturally Specific Identity (e.g., Two-Spirit)	1	0%
Client doesn't know	-	-
Client refused	-	-
Data not collected	2	0%

Housing Only Placements		
Individuals Newly Placed this Year	#	%
Male	1	100%
Female	-	-
A gender that is not singularly 'Male' or 'Female'	-	-
Transgender	-	-
Questioning	-	-
Culturally Specific Identity (e.g., Two-Spirit)	-	-
Client doesn't know	-	-
Client refused	-	-
Data not collected	-	-

Preventions		
Individuals Newly Placed this Year	#	%
Male	2,005	45%
Female	2,410	54%
A gender that is not singularly 'Male' or 'Female'	7	0%
Transgender	7	0%
Questioning	1	0%
Culturally Specific Identity (e.g., Two-Spirit)		
Client doesn't know		
Client refused		
Data not collected	14	0%

Annual Financial Report

and Additional Population A/B Reporting Requirements

The chart below is an assessment of program spending against the requirement that it be split 75/25 between Populations A and B over the life of the ten-year SHS Measure. In quarterly reporting, consistent with the reporting on the A/B status of all households served in the following three service types: 1) Eviction Prevention; 2) Rapid Rehousing; and 3) Permanent Supportive Housing. Last year, there was no population specific quarterly reporting for Outreach or Shelter, the other two reported service types. Outreach and Shelter have been added to this analysis, using the updated and recommended regional methodology. This methodology entails totaling the number of households served in each service type, by their identified Population A and B household type. Then program spending is calculated by applying the share of population type served in that program.

Service Type	Population A	Population B	Total People Served	Pop A %*	Pop B %*
Outreach***	702	496	1198	59%	41%
Supportive Housing**	1,253	354	1,607	78%	22%
Housing Only	4	2	6	67%	33%
Shelter	1201	678	1879	64%	36%
Eviction Prevention*	91	1542	1633	6%	94%
Rapid Rehousing*	360	334	694	52%	48%

*Population percentages are based on households, not people. Households with undetermined status were assigned to populations using the category's existing split.

** Supportive Housing is Permanent Supportive Housing, Housing Case Management System, and Regional Long-Range Assistance.

*** Outreach is often a person's first interaction with a provider, and information collected is not always accurate as trust is not built between participants and providers at that time.

Service Type	Pop A %	Pop B %	Total Spending*****	Pop A Spend	Pop B Spend
Outreach	59%	41%	\$ 2,182,354	\$ 1,278,808	\$ 903,546
Supportive Housing	78%	22%	\$ 32,048,131	\$ 24,988,368	\$ 7,059,763
Shelter	64%	36%	\$ 12,972,883	\$ 8,291,875	\$ 4,681,008
Shelter Infrastructure***	64%	36%	\$ 9,225,256	\$ 5,904,164	\$ 3,321,092
Eviction Prevention	6%	94%	\$ 12,833,428	\$ 715,151	\$ 12,118,277
Rapid Rehousing	52%	48%	\$ 12,354,674	\$ 6,408,765	\$ 5,945,909
Total*			\$ 81,616,726	\$ 47,587,131.25	\$ 34,029,594.75
% of Total Services Spending by Population				58%	42%

****This funding was used to construct or rehab shelters across the county. The same A/B split for shelter was applied to this funding

***** Expenses that are not part of this calculation are spending on pilot programs (recuperative care, workforce development), system infrastructure, capacity building, technical assistance for service providers, Regional Investment Fund expenses, as well as internal administrative charges. In total, these amount to \$14,516,155.

Washington County included increased eviction prevention resources in Fiscal Year 2023-2024 to strategically use one-time carry forward investments and continue to dull the impact of the expiration of COVID era rental assistance programs. These investments helped us serve more diverse communities and had a significant impact on our Population A/B financials. Staff also believe that data from street outreach interactions is likely less reliable than other program data as it can be challenging to accurately identify household type as Population A or B during these interactions.

Populations A and B Served by Program

PSH placements (households)	
Population A	354 placed this year (1,253 people served)
Population B	52 placed this year (354 people served this year)

RRH placements (households)	
Population A	144 placed this year (360 people served)
Population B	118 placed this year (334 people served)

Housing Only placements (households)	
Population A	4 placed this year (4 people served)
Population B	2 placed this year (2 people served)

Prevention (households)	
Population A	90 served this year (91 people served)
Population B	1,478 served this year (1,542 people served)

Shelter (households)	
Population A	945 this year (1,201 people served)
Population B	488 served this year (678 people served)

Outreach (households)	
Population A	660 served this year (702 people served)
Population B	416 served this year (496 people served)

Financial Report (by Program Category)

COMPLETE THE SECTION BELOW EVERY QUARTER. UPDATE AS NEEDED FOR THE ANNUAL REPORT.

	Annual Budget	Q1 Actuals	Q2 Actuals	Q3 Actuals	Q4 Actuals	Total YTD Actuals	Variance Under / (Over)	% of Budget	Comments
Metro SHS Resources									
Metro Beginning Fund Balance	111,634,198	111,634,198				111,634,198	(0)	100%	Adjustment to Beginning Fund Balance to remove GASB 31 Adjustment (Unrealized gains/losses of investments) that is included in Beginning Fund Balance line. Aligns this report with how Metro and other counties account for unrealized gains/losses, while allowing Beginning Fund Balance line to reflect Washington County's financial statements.
Metro Beginning Fund Balance Adjustment		3,839,382				3,839,382	(3,839,382)	N/A	
FY 23-24 GASB 31 FMV Adjustment	-				435,295	435,295	(435,295)	N/A	Adjust the Fund Balance line to Show the GASB 31 Adjustment (Unrealized gain).
Metro SHS Program Funds	109,000,000	5,757,975	24,145,380	32,592,707	38,173,750	100,669,811	8,330,189	92%	*See footnote
Metro SHS Program Funds Adjustment				(13,392,342)	15,984,500	2,592,158	(2,592,158)	N/A	
Other Grant Funds	-	125,000	-	118	(125,118)	-	-	N/A	Kaiser Foundation and Recuperative costs to be moved out of Fund 221 in Q4.
Interest Earnings	2,000,000	710,519	851,926	925,208	621,022	3,108,676	(1,108,676)	155%	
FY22 non-congregate shelter charges reimbursement by FEMA					3,073,330	3,073,330	(3,073,330)	N/A	
<i>insert add'l lines as necessary</i>						-	-	N/A	
Total Metro SHS Resources	222,634,198	122,067,074	24,997,306	20,125,691	58,162,778	225,352,850	(2,718,652)	101%	
Metro SHS Requirements									
Program Costs									
Activity Costs									
Shelter, Outreach and Safety on/off the Street (emergency shelter, outreach services and supplies, hygiene programs)	9,678,523	1,966,255	5,646,390	954,850	6,587,742	15,155,237	(5,476,714)	157%	
Short-term Housing Assistance (rent assistance and services, e.g. rapid rehousing, short-term rent assistance, housing retention)	21,182,067	2,551,543	2,554,057	4,550,864	15,532,116	25,188,580	(4,006,513)	119%	
Permanent supportive housing services (wrap-around services for PSH)	11,452,584	1,192,911	1,883,955	3,800,623	3,756,563	10,634,051	818,533	93%	
Long-term Rent Assistance (RLRA, the rent assistance portion of PSH)	23,780,824	4,681,118	3,379,701	7,353,610	5,999,651	21,414,080	2,366,744	90%	
Systems Infrastructure (service provider capacity building and organizational health, system development, etc)	1,876,285	873,963	340,259	62,220	744,139	2,020,581	(144,296)	108%	
Built Infrastructure (property purchases, capital improvement projects, etc)	12,943,088	1,563,056	1,914,277	4,429,475	2,838,266	10,745,072	2,198,016	83%	
Other supportive services (recuperative care, workforce projects and other pilot programs)	3,363,179	159,140	1,606,676	1,481,389	(1,126,377)	2,120,828	1,242,351	63%	
Operations (technical, employment, benefits, training and consulting)	3,753,741	645,294	932,504	710,696	9,070	2,297,565	1,456,176	61%	
<i>insert add'l lines for other activity categories</i>						-	-	N/A	
Subtotal Activity Costs	88,030,291	13,633,278	18,257,818	23,343,728	34,341,170	89,575,994	(1,545,703)	102%	

Administrative Costs ^[1]

County Admin: Long-term Rent Assistance	487,351	88,751	68,024	130,724	136,590	424,089	63,262	87%
County Admin: Other	2,204,081	542,220	145,720	1,078,452	223,098	1,989,490	214,591	90%
Subtotal Administrative Costs	2,691,432	630,971	213,744	1,209,176	359,688	2,413,579	277,853	90%

Service Provider Administrative Costs are reported as part of Program Costs above. Counties will provide details and context for Service Provider Administrative Costs within the narrative of their Annual Program Report.

Administrative Costs for long-term rent assistance equals 2% of Partner's YTD expenses on long-term rent
Administrative Costs for Other Program Costs equals 3% of total YTD Other Program Costs.

Other Costs

Regional Strategy Implementation Fund ^[2]	5,450,000	-	-	692,372	3,468,132	4,160,503	1,289,497	76%
<i>insert add'l lines as necessary</i>						-	-	N/A
Subtotal Other Costs	5,450,000	-	-	692,372	3,468,132	4,160,503	1,289,497	76%
Subtotal Program Costs	96,171,723	14,264,249	18,471,562	25,245,276	38,168,990	96,150,076	21,647	100%

Contingency ^[3]	5,450,000					-	5,450,000	0%
Stabilization Reserve ^[4]	16,350,000					-	16,350,000	0%
Regional Strategy Impl Fund Reserve ^[2]	8,228,639					-	8,228,639	0%
RLRA Reserves	-					-	-	N/A
Other Programmatic Reserves	96,433,836					-	96,433,836	0%
<i>insert add'l lines as necessary</i>						-	-	N/A
Subtotal Contingency and Reserves	126,462,475	-	-	-	-	-	126,462,475	0%
Total Metro SHS Requirements	222,634,198	14,264,249	18,471,562	25,245,276	38,168,990	96,150,076	126,484,122	43%

Ending Fund Balance	-	107,802,825	6,525,744	(5,119,584)	19,993,789	129,202,773	(129,202,773)	N/A
Fund Balance Adjustment: GASB 31 Adjustment to value investments at fair value: Unrealized gains/losses						(3,839,382)		
For Metro Reporting, SHS Revenue received in JUL and AUG posted to FY 23-24 (but per auditors, it belongs in FY 24-25)						(15,984,500)		
Ending Fund Balance per County Financial Statements						109,378,892		

This amount does not include contingencies and reserves and any available fund balance that is already committed, assigned and planned to be spent down over the next few FYs.

*Metro SHS Program Funds Adjustment: The purpose is to align this report more closely with how Metro, Multnomah County and Clackamas County recognize revenue. Washington County's external auditors recommended that SHS program revenue is recognized when received. For Q3, the Metro SHS Program Funds Adjustment line includes reducing July and August 2023 funds received due to being previously reported in the fund balance. For Q4, the Metro SHS Program Funds Adjustment line includes adding July and August 2024 funds received for inclusion in the Annual Report. Washington County will recognize the July and August 2024 funds received on the Metro SHS Program Funds line in FY 2024-25.

^[1] Per IGA Section 3.4.2 ADMINISTRATIVE COSTS, Metro recommends, but does not require, that in a given Fiscal Year Administrative Costs for SHS should not exceed 5% of annual Program Funds allocated to Partner; and that Administrative Costs for administering long-term rent assistance programs should not exceed 10% of annual Program Funds allocated by Partner for long-term rent assistance.

^[2] Per IGA Section 8.3.3 REGIONAL STRATEGY IMPLEMENTATION FUND, each County must contribute not less than 5% of its share of Program Funds each Fiscal Year to a Regional Strategy Implementation Fund to achieve regional investment strategies.

^[3] Per IGA Section 5.5.4 CONTINGENCY, partner may establish a contingency account in addition to a Stabilization Reserve. The contingency account will not exceed 5% of Budgeted Program Funds in a given Fiscal Year.

^[4] Per IGA Section 5.5.3 PARTNER STABILIZATION RESERVE, partner will establish and hold a Stabilization Reserve to protect against financial instability within the SHS program with a target minimum reserve level will be equal to 10% of Partner's Budgeted Program Funds in a given Fiscal Year. The Stabilization Reserve for each County will be fully funded within the first three years.

Non-Displacement (IGA 5.5.1)**ANNUAL FINANCIAL REPORT ONLY**

	FY18-19 Budget	FY19-20 Budget	Prior FY Budget	Current FY Budget	Current FY Actuals	Variance from Benchmark	Comments
Current Partner-provided SHS Funds (Partner General Funds) ^[5]	N/A	794,401	N/A	2,452,400	1,174,046	379,645	Decrease from FY19-20 amount requires a written waiver from Metro.
Other Funds ^[6]	3,875,537	N/A	4,481,259	9,469,356	4,388,455	512,918	Explain significant changes from FY18-19 Benchmark amount or Prior FY amount.

^[5] Per IGA Section 5.5.1.2 TERMS, "Current Partner-provided SHS Funds" means Partner's general funds currently provided as of FY 2019-20 towards SHS programs within Partner's jurisdictional limits including, but not limited to, within the Region. "Current Partner-provided SHS Funds" expressly excludes all other sources of funds Partner may use to fund SHS programs as of FY 2019-20 including, but not limited to, state or federal grants.

^[6] Per IGA Section 5.5.1.1 OTHER FUNDS include, but are not limited to, various state or federal grants and other non-general fund sources. Partner will attempt, in good faith, to maintain such funding at the same levels set forth in Partner's FY 2018-19 budget. However, because the amount and availability of these other funds are outside of Partner's control, they do not constitute Partner's Current Partner-provided SHS Funds for purposes of Displacement. Partner will provide Metro with information on the amount of other funds Partner has allocated to SHS, as well as the change, if any, of those funds from the prior Fiscal Year in its Annual Program Budget.

Spend-Down Report for Program Costs

This section compares the spending plan of Program Costs in the Annual Program Budget to actual Program Costs in the Financial Report.

Program Costs (excluding Built Infrastructure)	% of Spending per Quarter			Comments
	Budget	Actual	Variance	
Quarter 1	15%	15%	0%	Per guidance from Metro, Program Cost spend-down budget adjusted to match actuals for first three quarters after budget amendment.
Quarter 2	20%	20%	0%	
Quarter 3	25%	25%	0%	
Quarter 4	25%	42%	-17%	
Total	85%	103%	-18%	Less spent in Built-Infrastructure (as a result of more operational costs).

Built Infrastructure	\$ Spending YTD			Comments
	Budget	Actual	Variance	
Annual total	12,943,088	10,745,072	2,198,016	Provide a status update for below. (required each quarter)

^[1] A "material deviation" arises when the Program Funds spent in a given Fiscal Year cannot be reconciled against the spend-down plan to the degree that no reasonable person would conclude that Partner's spending was guided by or in conformance with the applicable spend-down plan.

Spend-Down Report for Carryover

This section compares the spending plan of investment areas funded by carryover to actual costs.

These costs are also part of the Spend-Down Report for Program Costs above. This section provides additional detail and a progress update on these investment areas.

Carryover Spend-down Plan	\$ Spending by investment area			Comments
	Budget	Actual ^[2]	Variance	
Metro Beginning Fund Balance (carryover balance)	111,634,198	115,473,580	(3,839,382)	GASB 31 unrealized loss is not recognized on Metro reporting (per Metro guidelines).

Describe investment area	Budget	Actual	Variance	Comments
Shelter Capital Funding	22,000,000	9,225,256	12,774,744	Shelter Capital Grants (POs 190269, 190805, 191001, 191781, 191953, 191984, 192020, 192408, 192942).
Rent Assistance Expansion	10,000,000	13,137,052	(3,137,052)	Eviction Prevention Contracts with Community Action Organization and Centro Cultural (POs 191471, 191943).
Capacity Building	2,500,000	1,060,695	1,439,305	Technical Assistance and Capacity Building Grants (POs 190869, 190880, 190881, 190958, 190961, 190962, 190972, 190992, 191032, 191235, 191662, 191670, 191884, 191889, 191938, 191964, 192193, 192294, 192296, 192316, 192338, 192341, 192358, 192376, 192378, 192676).
Supportive Housing Acquisition	17,000,000	1,628,368	15,371,632	Heartwood Common Stabilization (192462) and Elm Street (WIRE, 190129, 190283, 190338, 191963, 192613).
Access Center Capital Construction	5,000,000		5,000,000	Projects committed but work and spending delayed until FY 24-25.
Center for Addiction Triage & Treatment	1,500,000	1,500,000	-	Center for Addiction Triage and Treatment.
<i>insert add'l lines as necessary</i>			-	
	58,000,000	26,551,372	31,448,628	

Remaining prior year carryover	53,634,198	88,922,208	(35,288,010)	
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Ending Carryover Adj. (Projected Unspent Program Expense)	12,939,399	(21,647)	12,961,046	Projected as 15% unspent projected program expenses.. Actual unspent amount is less than 1%.
Ending Carryover Adj. (Δ between Dec 2022 and Aug 2023 Rev. Forecast)	27,201,667	24,317,712	2,883,955	New Metro SHS Revenue Projection Δ.
FY 25 revenue rollback	-	15,984,500	(15,984,500)	Two extra months of revenue (JUL-24 and AUG-24) roll back into FY 24 to become part of FY 24-25 Carryover (per Metro guidelines).

Metro Ending Fund Balance (carryover balance)	93,775,264	129,202,773	(19,443,010)	
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JUL-24 Revenue and AUG-24 Revenue to be part of FY 24-25	-	(15,984,500)	15,984,500	Because July and August 2024 revenues are part of FY 24-25, they do not contribute to FY 23-24 ending fund balance carryover.
GASB 31 Unrealized Loss	-	(3,839,382)	3,839,382	GASB 31 Unrealized Loss (adjustment to bridge the gap between investment revenues and portfolio balance at June 2023) is to be recognized per audit recommendation.

Estimated Available Fund Balance for next FY planned Investment	93,775,264	109,378,892	(3,458,510)	Ending fund balance per County Financial Records
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Contingency	(5,450,000)	(5,750,000)	300,000	Per Metro guidance - should be 5% of budgeted revenue. Per Metro Oct 25, 2023 projection, revenue for FY 24-25 is estimated to be \$115m.
Stabilization Reserve	(16,350,000)	(17,250,000)	900,000	Per Metro guidance - should be no less than 10% of budgeted revenue. Per Metro Oct 25, 2023 projection, revenue for FY 24-25 is estimated to be \$115m.
Regional Strategy Impl Fund Reserve	(8,228,639)	(9,814,333)	1,585,694	Cumulative Regional Strategy Implementation Fund set aside to be spent per Metro directive. Per next FY budget, this amount is expected to be \$9.8m.

Estimated Available Fund Balance for planned Investments	63,746,625	76,564,559	(2,258,510)	This amount is committed, assigned and planned to be spent over the next multiple years. This amount is an estimate because next FY will have different reserve figures (based on Metro's projected revenue for FY 24-25).
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^[2] If the actual costs for any carryover investment areas are not tracked separately from existing program categories, use the Comments section to describe the methodology for determining the proportion of actual costs covered by carryover. For example: if service providers received a 25% increase in annual contracts for capacity building, and the costs are not tracked separately, the capacity building portion could be estimated as 20% of total actual costs (the % of the new contract amount that is related to the increase).

Provider Demographics Information

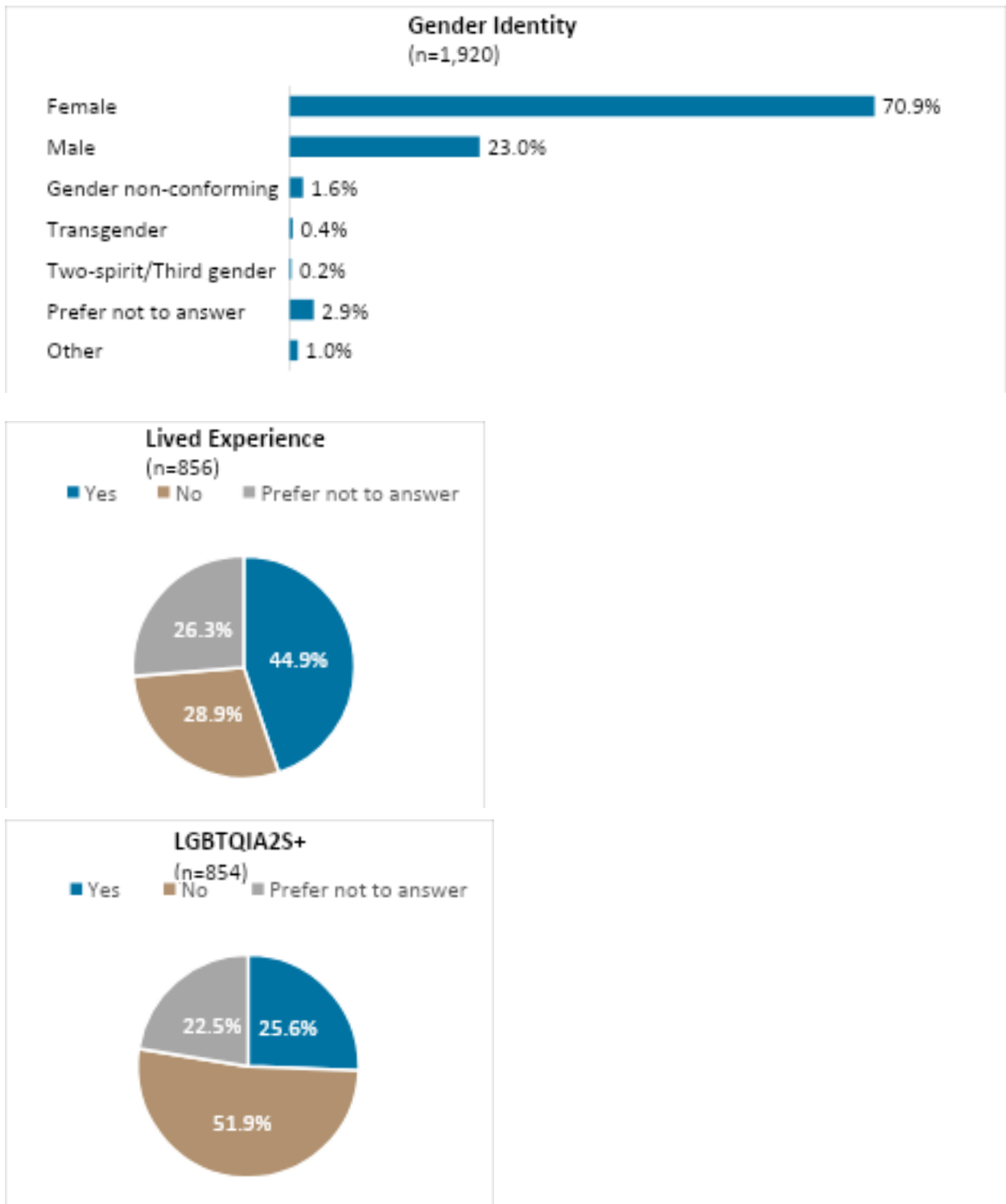
The Annual Performance and Evaluation Report asked organizations to report a breakdown of their staff's demographics. The demographics of interest were race/ethnicity, gender identity, age group/generation, sexual orientation, veteran status, disability or functional difficulty, experience of homelessness, and additional languages spoken. Organizations were asked to use the Washington County Staff Demographic Survey to collect this information. Providers could also report staff demographics using internal organizational mechanisms, such as Human Resources data. Providers were asked to summarize any previous and future efforts to increase equity, diversity, and inclusion within their organizations. Providers were given a score for providing staff demographic data. The Annual Performance and Evaluation Report also asked organizations to provide the lowest, highest, and average annual salary for each position type, including direct client service, administrative, management, and executive leadership roles. Providers were given the option to comment on the salary information provided and explain any differences in pay between positions funded by SHS compared to other sources. Providers were given a score for providing pay equity information. The following data compiles the staff demographic and pay equity reports received from all SHS funded and contracted services providers.

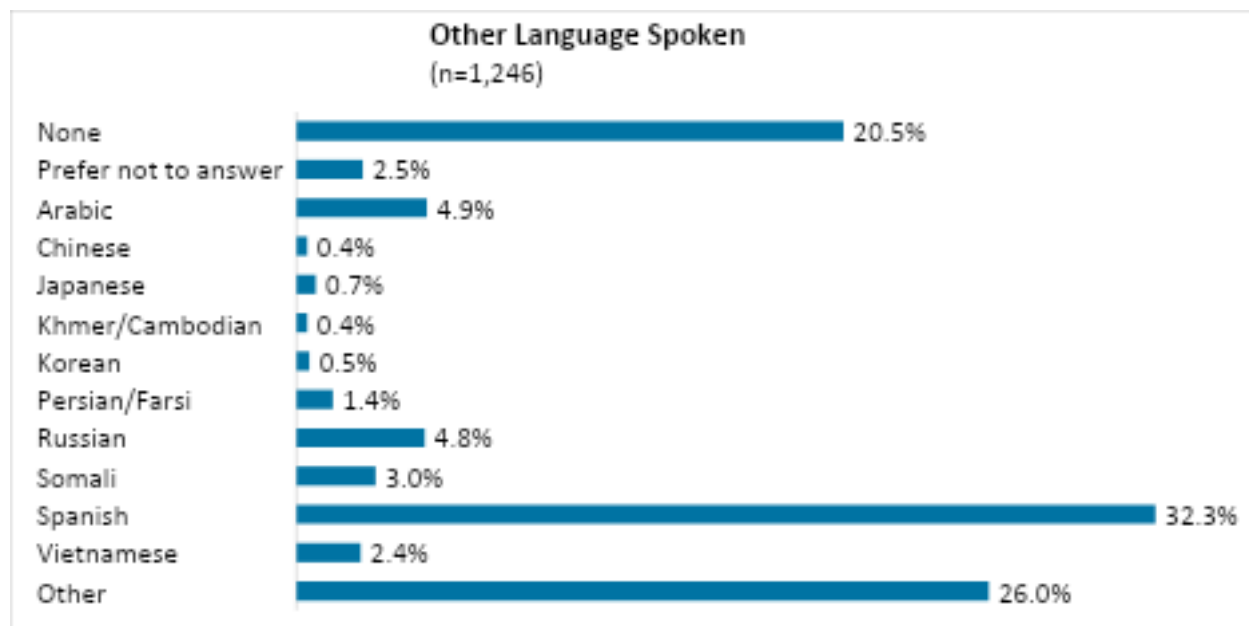
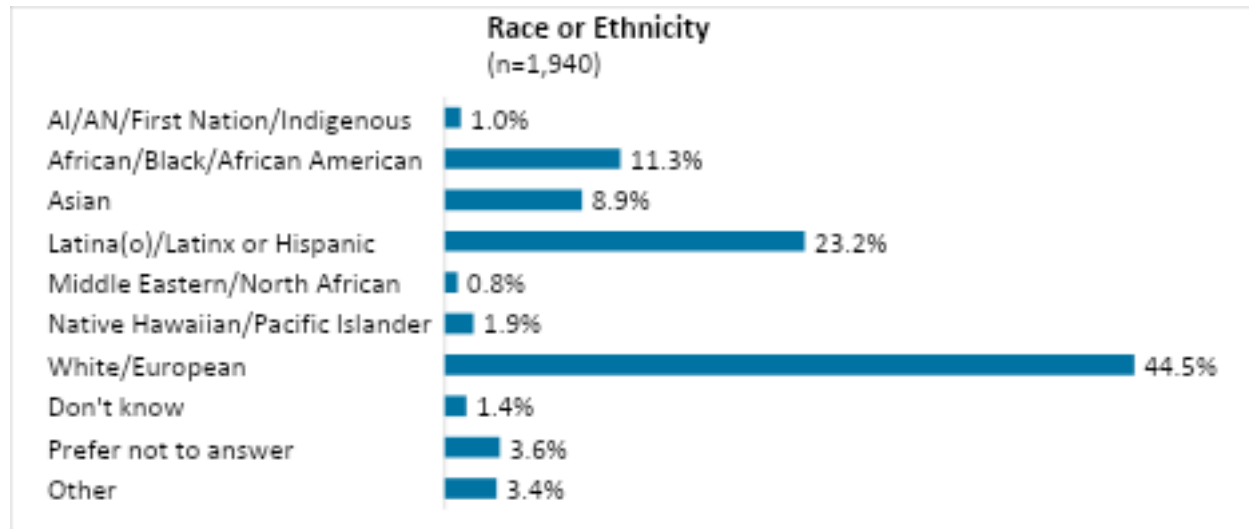
STAFF DEMOGRAPHICS

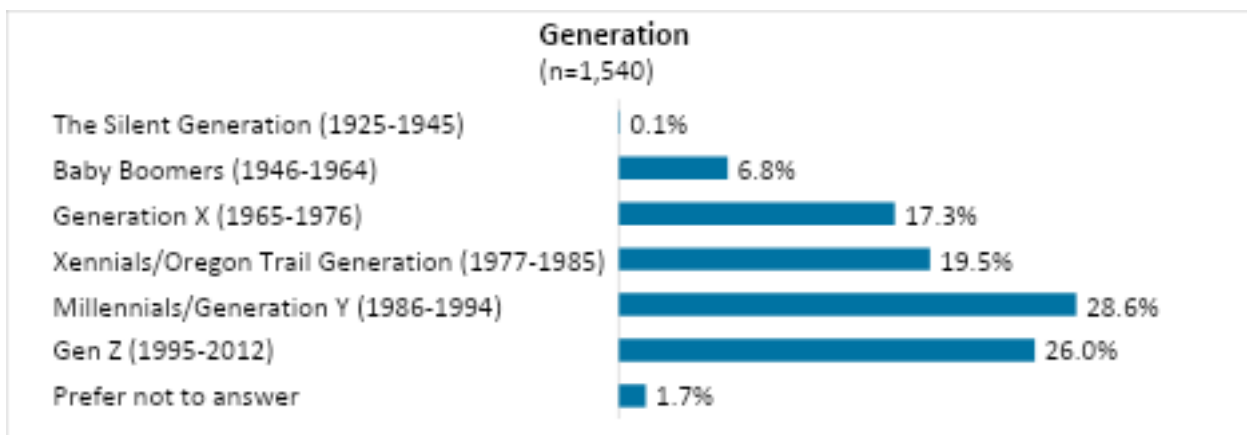
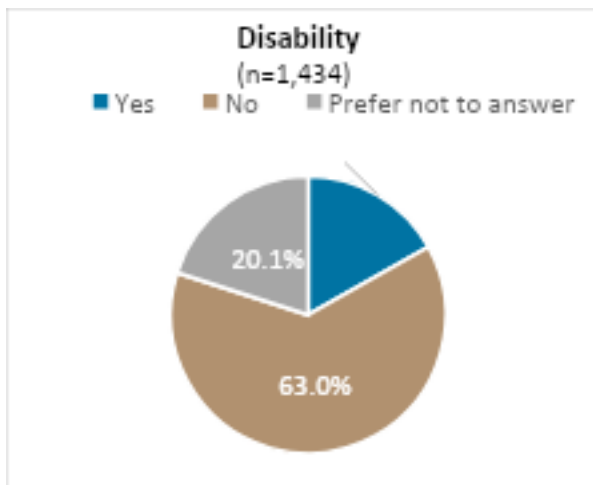
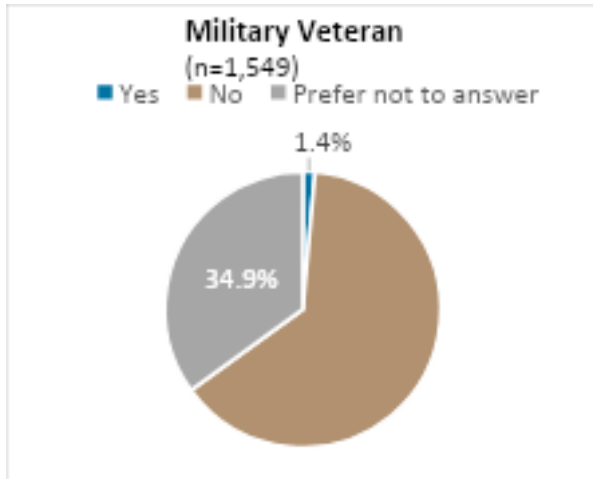
This section summarizes the demographics of staff employed at Washington County's SHS-contracted organizations.¹ It also highlights providers' previous and future efforts to increase diversity, equity, and inclusion (DEI) within their organizations. The demographic summary below represents 1,912 employees; however, not all employees are included in every graph due to missing data and/or because the number of organizations reporting data in each category varied. For other languages spoken, race/ethnicity, and gender, staff could select more than one category they identified with, thus the percentage may not add up to 100%.

¹ The number of staff reported on by organization ranged from two to 580. Organizations with higher reported numbers are more heavily represented in the results, while organizations with lower reported numbers may not fully capture their staff's demographics. A few organizations appear to have only reported demographic information for SHS-contracted positions.

Demographic Summary







Efforts to Increase Workforce Diversity, Equity, and Inclusion

Over the past year, contracted organizations implemented and/or continued several efforts to increase diversity, equity, and inclusion in their organizations. The efforts primarily focused on internal organizational policies and practices and staff training to help make service delivery more equitable for participants.

Several providers partnered with external consultants or set up internal committees to review and update staff recruitment efforts. Enhanced recruitment efforts included diversifying where jobs were posted and intentionally recruiting candidates who are bi-lingual, have lived experience, and/or reflect the community served. Some organizations provide training in leadership and have set goals on internal promotion rates to support staff's professional development. Some organizations also offer higher differential pay for bilingual staff and some have conducted pay equity assessments.

A few providers have added new staff positions including Human Resources staff that focus on DEI and program staff focused on identifying and connecting with culturally specific resources for participants. Many providers continue to review and update policies and procedures, strategic plans, key performance indicators, and mission statements to reflect a commitment to diversity and inclusion. Providers have DEI and population-specific workgroups and committees, have scheduled routine internal discussions to increase staff knowledge around culturally specific topics, and have processes in place to receive staff input on internal policies.

Most organizations provide opportunities for DEI training to their staff and in some cases their board. Providers described offering both in person and virtual training options on topics such as the fundamentals of DEI, bias, anti-racism, trauma-informed care, cross cultural communication, disrupting microaggressions, and decolonizing the workplace. Providers have also offered trainings on serving LGBTQ and Indigenous populations, providing gender affirming care, serving pregnant persons, and disability justice.

Future Plans to Increase Workforce Diversity, Equity, and Inclusion

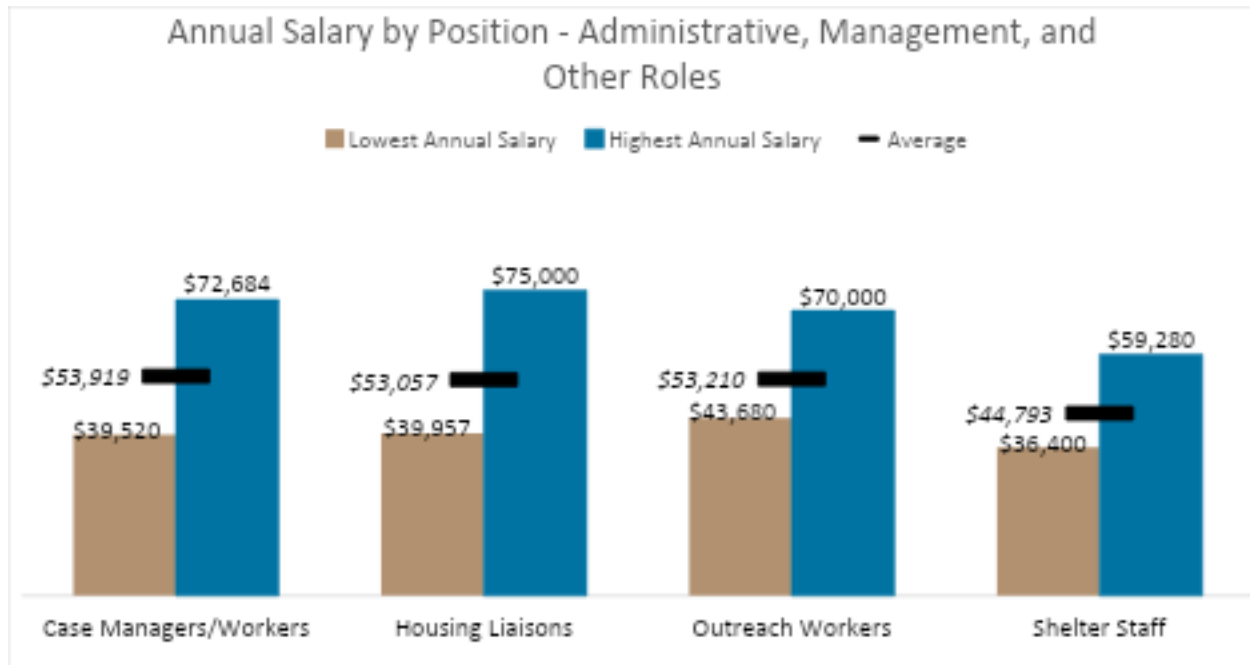
Most organizations' DEI focus is on improving and expanding current efforts related to recruiting and hiring diverse staff, training on DEI topics, and supporting internal equity committees and affinity groups. Specific plans include revising employee handbooks, engaging with external partners and/or consultants, conducting pay equity surveys, revising pay scales, and hiring for equity focused positions. Some providers also described new practices they anticipate will increase workforce equity and retention including blind application screening procedures and implementing a four-day work week. A few providers plan to enhance demographics data collection practices, update performance metrics, and monitor the effectiveness of new diversity practices.

PAY EQUITY ANALYSIS

This section summarizes pay equity data reported by Washington County's SHS-contracted organizations.² Washington County is interested in exploring any differences in pay for similar positions both within an organization and across different contracted providers. The graphs below show the

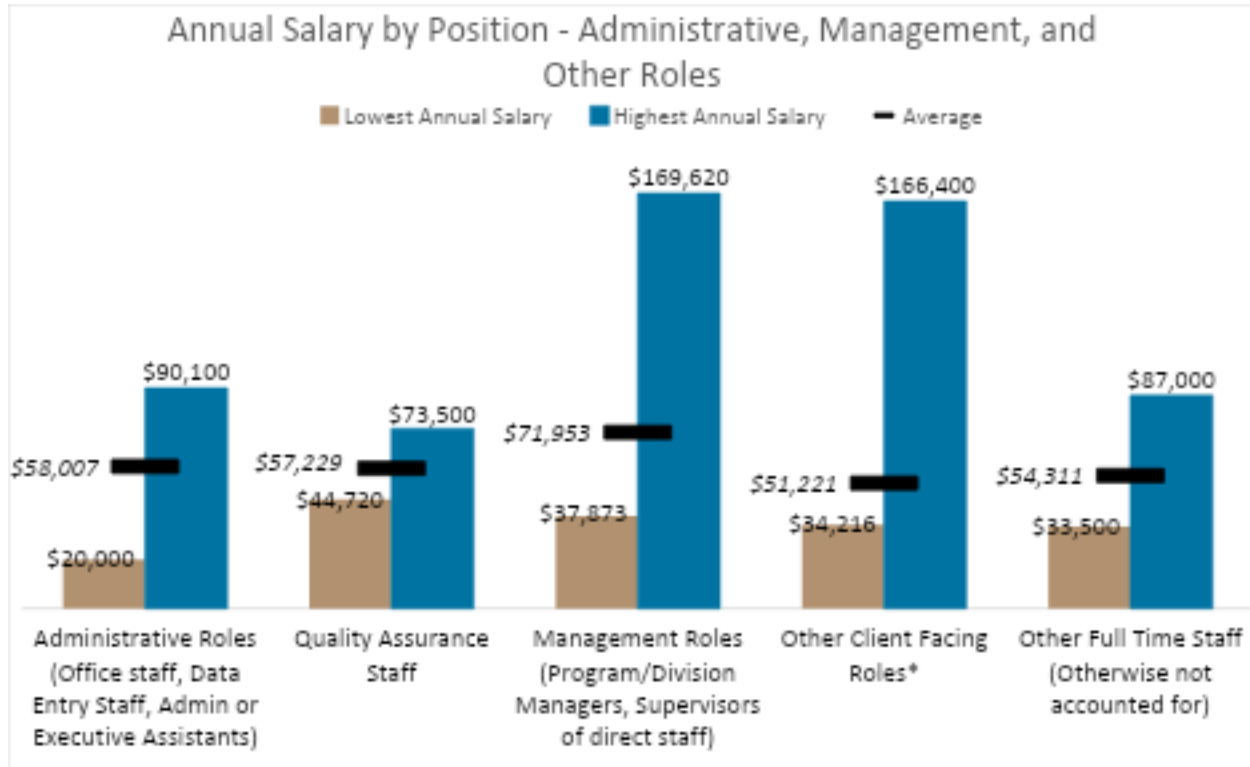
² Two organizations did not report minimum, maximum, and/or average salary for some position types for which they reported staff counts. Those organizations were excluded from calculations for those positions.

minimum, maximum, and average salary by position across all SHS-contracted providers. A table with more detailed results of the pay equity analysis is found in Appendix A.



For Case Managers/Workers, Housing Liaisons, and Outreach Workers, most organizations had an average annual salary between \$50,000 and \$60,000. Three organizations had an average salary below \$50,000 for any of these positions, while two organizations had average salaries above \$60,000. Shelter staff positions had a lower average salary and a wider salary range, with all applicable organizations' average salaries falling between \$41,530 and \$55,250. The difference between the highest-paid housing liaison staff and the lowest-paid housing liaison staff across all SHS-contracted providers was \$35,043, the largest difference across these client-facing roles. The smallest difference was within shelter staff salaries with a difference of \$22,880.

The average pay differences for the same position type ranged from about \$4,700 for housing liaisons to about \$8,600 for case managers/workers. The largest pay difference for the same position within a single organization was a difference of about \$31,000 for case managers/workers.



*Other client-facing roles Includes staff data from three organizations collected using different categories (e.g., direct service staff, health workers).



For administrative, management, and leadership roles, there is a wider difference in salaries within SHS-contracted providers. The average salaries per organization for administrative roles ranged between \$20,000 and \$67,000. For management roles across all SHS providers, there is a difference of close to \$132,000 between the highest and lowest reported salaries. Executive leadership had the largest gap between the highest and lowest salaries, with a difference of nearly \$345,000.

Although the range in salary for other client-facing roles is about \$132,000, it is difficult to meaningfully interpret due to potential major differences in the roles, responsibilities, and requirements of the various positions represented. Quality Assurance (QA) staff had one of the lowest differences between the highest and lowest paid positions of about \$29,000. This primarily reflects differences across organizations, as only 4 of 16 organizations reported more than one QA staff member.

Across all providers, the average difference between the highest and lowest paid staff member was about \$126,000, ranging from a difference of about \$36,000 to over \$350,000.

Of the 20 providers who provided narrative responses describing any differences in pay between SHS-funded and non-SHS funded positions, three-quarters (75%) reported no differences based on funding sources. Some providers noted that many positions are not funded by a single source and several providers stated that pay is set in part using market rates, tenure, and skill sets such as speaking multiple languages or having lived experience. Some providers who noted a difference in pay cited specialized skills or duties, while one provider has been working to raise non-SHS funded salaries across the organization to more closely align with the salaries set in their SHS contract.

In the optional narrative responses, some providers mentioned having conducted salary analyses of similar organizations in the Portland Metro region to set their staff's salaries. One provider noted their commitment to paying staff at 75% or higher of average salaries at comparable organizations. Some providers have internal workgroups or committees focused on pay equity. Some providers also cited contextual information to help explain pay differences. One provider noted that only a portion of time is spent on SHS for many of their staff roles, while another provider noted that a full-time work week for some positions is 31 hours, which leads to slightly lower pay for those positions compared to others within the organization.

CULTURALLY SPECIFIC ORGANIZATIONS

Differences between culturally specific and non-culturally specific providers were explored using the Annual Performance Evaluation and Report results. The comparison explored any unique challenges faced by culturally specific providers that may be impacting how they are evaluated, as well as any differences in demographics and pay equity compared to non-culturally specific providers. Seven organizations were considered culturally specific organizations.

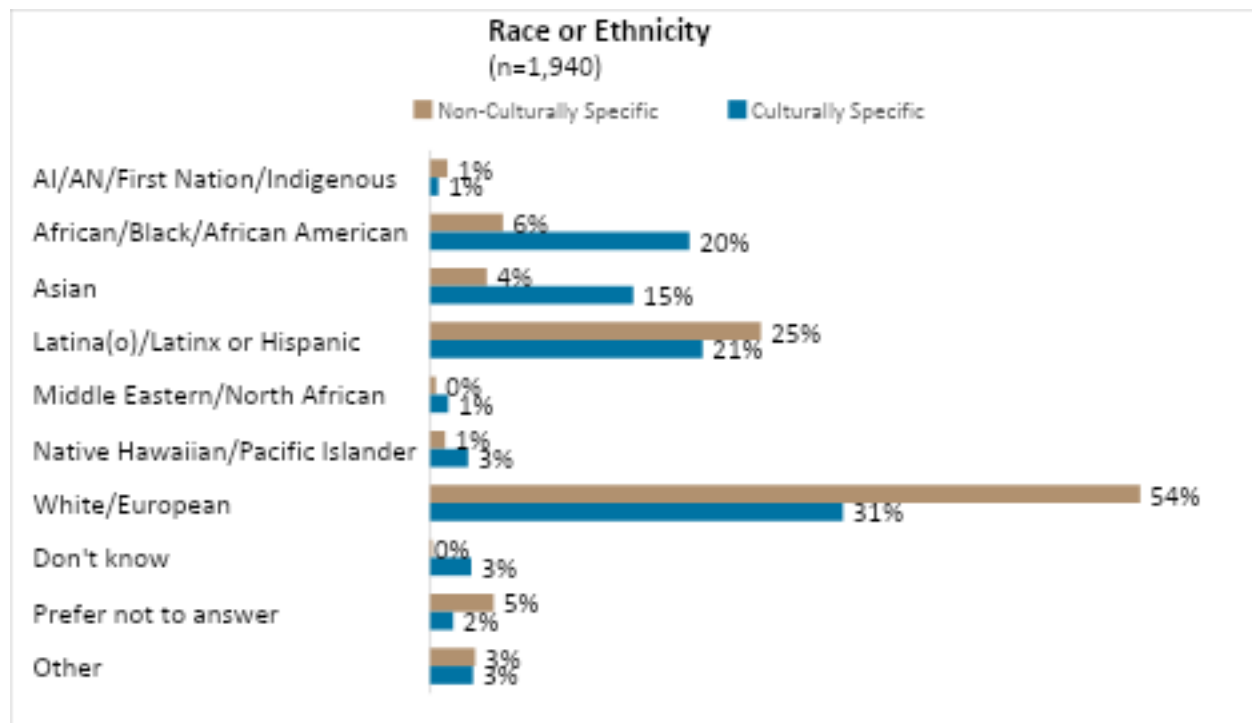
The program types explored for differences were ERR and HCMS, as six of the seven culturally specific providers had contracts for both program types. Culturally specific providers had a higher average overall score (48 points) for ERR compared to non-culturally specific providers (41 points). Culturally specific providers had a better average performance for contract utilization, percentage of households that exit to permanent housing, percentage of households with increased income at exit, average days to house, and average days to accept or contact referrals.

For HCMS, culturally specific (48 points) and non-culturally specific (49 points) providers had similar average overall scores. Culturally specific providers had better average performance for the percentage of households exiting without housing and average days to accept or contact referrals, and lower average performance for contract utilization, average days to house, and average days for program entries.

Narrative responses for ERR and HCMS were similar across culturally specific and non-culturally specific providers, highlighting challenges like ramping up new programs, staff capacity and hiring, and

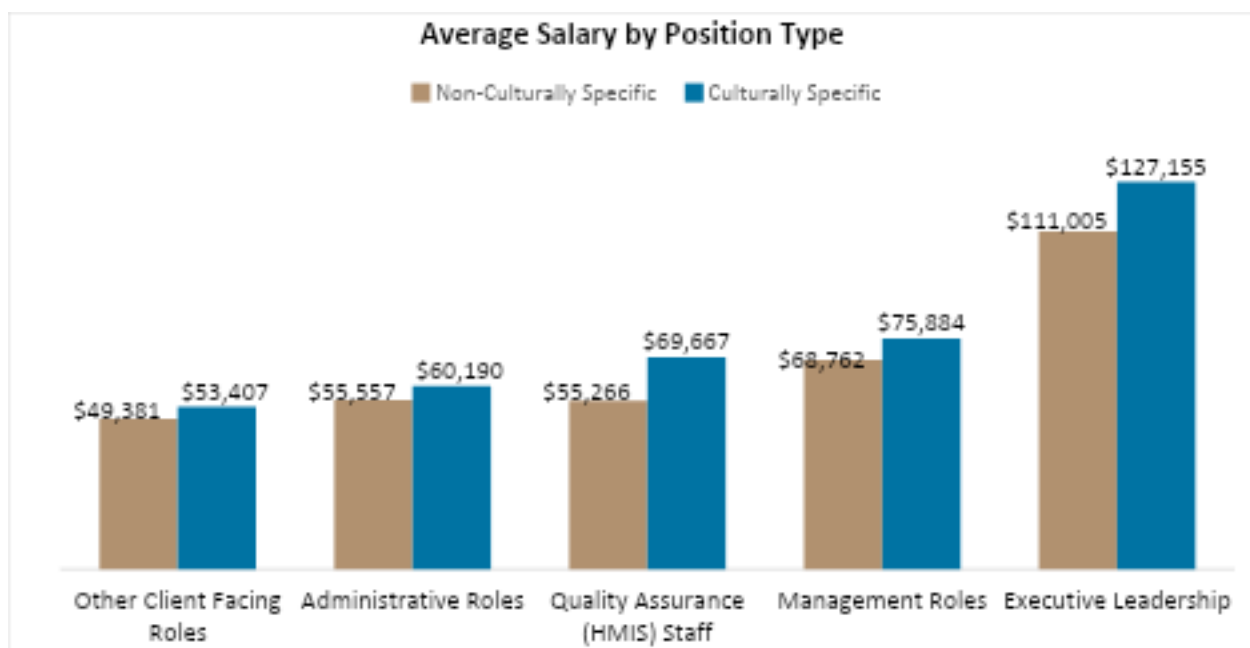
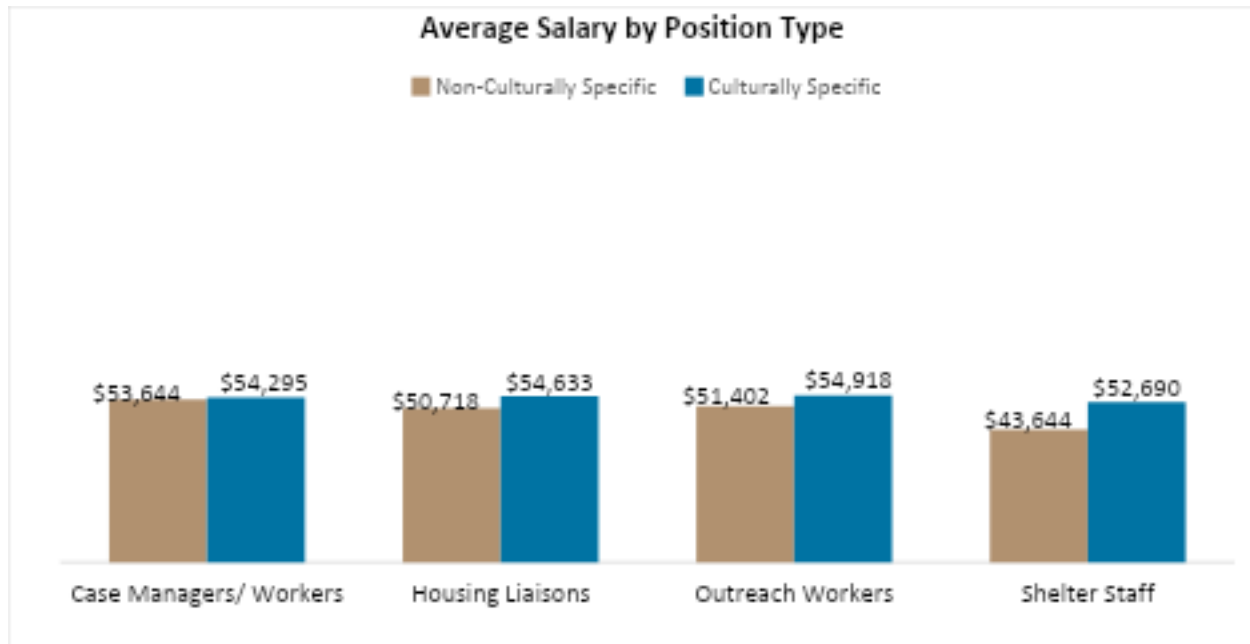
contacting and/or engaging with participants. One culturally specific ERR provider noted that some participants may face additional barriers such as having no Social Security or Individual Taxpayer Identification Numbers, experiencing obstacles to services in their preferred language, and being unable to access public benefit programs.

Race and ethnicity were explored to compare culturally specific and non-culturally specific providers.³ Culturally specific providers had substantially higher percentages of staff who identify as African/Black/African American (20%) and Asian (15%) compared to non-culturally specific providers (6% and 4% respectively). The percentage of staff who identify as Latina(o)/Latinx or Hispanic was slightly higher in non-culturally specific providers (25%) than in culturally specific providers (21%). The percentage of staff who identify as white was substantially higher in non-culturally specific providers (54%) compared to culturally specific providers (31%).



Salary data was also explored for differences between culturally specific and non-culturally specific providers. Average salaries were higher for culturally specific providers for each position reviewed, ranging from 1% higher (about \$650) for case managers/workers to 26% higher (about \$14,400) for QA staff. Culturally specific providers had a larger difference between the highest and lowest paid staff, ranging from \$20,000 for an administrative staff member to \$400,000 for an executive leadership position.

³ The number of staff reported on by culturally specific providers ranged from two to 580. Organizations with higher reported numbers are more heavily represented in the results, while organizations with lower reported numbers may not fully capture their staff's demographics.



APPENDIX A: PAY EQUITY ANALYSIS TABLE

Washington County SHS-Contracted Organizations Salary Overview					
	Number of Organizations	Number of Employees	Min Salary	Average Salary*	Max Salary
Position Type					
Case Managers	18	258	\$39,520	\$53,919	\$72,684
Housing Liaison	14	82	\$39,957	\$53,057	\$75,000
Outreach Workers	9	35	\$43,680	\$53,210	\$70,000
Shelter Staff	11	126	\$36,400	\$44,793	\$59,280
Other Client Facing Role**	14	582	\$34,216	\$51,221	\$166,400
Administrative Role	21	245	\$20,000	\$58,007	\$90,100
Quality Assurance Staff	16	22	\$44,720	\$57,229	\$73,500
Management Role	22	398	\$37,873	\$71,953	\$169,620
Executive Leadership	22	115	\$55,120	\$116,903	\$400,000
Other full-time staff	12	70	\$33,500	\$54,311	\$87,000
Organization Size					
1-15 staff	5	45	\$45,760	\$74,498	\$278,553
16-50 staff	10	276	\$20,000	\$64,156	\$259,778
Over 50 staff	8	1630	\$33,500	\$59,490	\$400,000
Culturally Specific Services					
Culturally Specific	7	845	\$20,000	\$63,276	\$400,000
Non-Culturally Specific	16	1106	\$34,216	\$58,375	\$228,000

* Weighted by number of staff in each role per provider

** Includes staff from three organizations collected using different categories (e.g., direct service staff, health workers).

This section was co-drafted by Washington, Clackamas, and Multnomah counties.

No one person, organization, or county can solve the homelessness crisis alone—it will take all of us working in close coordination to address homelessness across the region. Over the past year Clackamas, Multnomah, and Washington counties continued to work closely together, in partnership with Metro, to advance shared objectives. This collaboration took place through the Tri-County Planning Body, collaborative administrative projects, and special initiatives such as Built for Zero. In addition, regular leadership conversations and jurisdictional work groups elevated lessons learned across programs and promoted common approaches. Below is a summary of key elements of our regional collaboration over the last year.

Tri-County Planning Body

To strengthen coordination and alignment of program implementation across the Metro region, the Tri-County Planning Body (TCPB) — the leadership body that defines the regional priorities for SHS implementation — has identified six regional goals, strategies, and outcome metrics to address homelessness. In FY 2024 the TCPB made progress toward these goals by approving Regional Implementation Fund (RIF) expenditures based on implementation plans developed by the three counties and Metro. The TCPB approved the first implementation plan in March of 2024, directing \$8 million to support a menu of interventions to increase participation from landlords in rehousing programs, including outreach materials, additional policy workgroup spaces and studies, pilot approaches, and the Risk Mitigation Program. The TCPB is expected to approve additional implementation plans in 2024.

Health and Housing Integration

In alignment with the TCPB's goal to create system alignment and increase long-term partnerships, the Regional Implementation Fund (RIF) is currently being utilized to invest in staff supporting health and housing system integration and regional coordination. These positions are supporting Medicaid 1115 Demonstration Waiver coordination and implementation, partnerships with Coordinated Care Organizations and health care partners, and the establishment of regionalized best practices for housing and health care integration.

The Medicaid 1115 Demonstration Waiver represents an opportunity for Medicaid dollars to pay for certain Health-Related Social Needs (HRSN), since food insecurity, housing instability, unemployment, and lack of reliable transportation can significantly contribute to poor health outcomes. This past year Clackamas, Washington, and Multnomah counties began work with Trillium and Health Share to establish network hubs, which will allow counties to receive referrals for HRSN housing services, including up to six months of rent and utilities, home modification and remediation, and tenancy support through case management. Counties will help create housing plans, provide technical assistance, sequence services, and manage the provider network.

To further support system alignment the three counties also worked toward establishing the first medical respite program in the region through a grant partnership with Kaiser Permanente. Too often, people experiencing homelessness encounter barriers to health recovery after hospitalization as they attempt to recuperate without housing stability. Medical respite provides a safe, stepped-down level of care upon discharge. Such programs have demonstrated improved health outcomes, greater service connectivity, and cost savings for hospitals. Through the grant the counties are also able to participate in the National Institute on Medical Respite cohort, designed to provide support for building, maintaining, and improving medical respite programs.

The counties are also in collaboration to better coordinate services with long-term support partners for improved behavioral health outcomes. To this end, Washington County has established population-specific liaisons, such as a housing case manager who works with people over the age of 65 and/or are connected to disability services, and Clackamas County has used this model to develop and issue a program offer for similar services. Clackamas County staff are standing up a behavioral health intervention team at fixed-site supported housing programs to help stabilize participants to be able to retain their housing, and sharing ideas and best practices regarding this work.

Washington County also led efforts in the tri-county region to stand up case conferencing with health plan partners and nationwide consultants. Based on this foundation, Clackamas County established a Health and Housing Case Conferencing Pilot in March 2024. Regular participants of case conferencing include Health Share, Trillium, behavioral health partners, peer supports, and plan partners. Clackamas, Washington, and Multnomah Counties will continue to work together to help establish and improve these practices regionally.

Collaborative Administrative Projects

Request for Qualifications (RFQu) Process

In FY 2024 Metro led a four-jurisdictional effort to create a pre-approved list of contractors that can provide Training and Technical Assistance. Staff from all jurisdictions worked together to craft a procurement opportunity that yielded a list of 67 qualified providers. Providers qualified in 15 different areas of expertise, ranging from racial equity and social justice to unit inspection. This large pool of subject matter experts is now readily available to support capacity building across the region.

Homeless Management Information System

In March 2024, Multnomah County officially became the central administrator of the region's Homelessness Management Information System (HMIS). To facilitate this transition, the region's data teams coordinated closely to regionalize HMIS policies and procedures and update intergovernmental agreements. This robust coordination is memorialized in a regional HMIS governance structure that is still taking shape.

One of two HMIS governance bodies are currently in operation. The Regional HMIS Council, a body responsible for overall vision, strategic direction and governance, is yet to be formed. However, the Technical Change Control Board (TCCB) has been operational since April 2024 and meets monthly to advance key activities. The TCCB consists of a representative from each county, the primary system administrator, and a representative from the Domestic Violence Comp Site. This coordination has allowed us to set and move forward with regional priorities, such as procuring a new HMIS system, merging duplicate entries, and establishing an HMIS regional Data Mart. The Data Mart has given us the opportunity to improve data access, quality, and reporting efforts across the region. It incorporates regional HMIS data and is accessible to regional partners for further development to match their needs.

Data Collaboration

In addition to the coordination that occurs as part of the new HMIS tri-county governance structure, the data teams in each county meet on a monthly basis to exchange information, discuss best practices for project structure and resource allocation, and coordinate around all things pertaining to SHS. In addition to this monthly meeting, a larger group of analysts from each county meet on a monthly basis to exchange information about metric operationalization and other topics related to our roles as analysts. This is also a group where we discuss potential alignment with respect to SHS topics and learn best practices around other aspects of work such as Regional Long-Term Rent Assistance (RLRA) quality control in HMIS. We also consistently collaborate across the three jurisdictions, with support from Metro and external consultants, on key projects like the Medicaid 1115 Waiver expansion.

Regional Long-Term Rent Assistance Workgroup

The Regional Long-Term Rent Assistance (RLRA) workgroup was created at the beginning of the SHS measure with the intention of streamlining the administration of the RLRA program for the region. Initial meetings brought representatives from each county's Housing Authority together to create regional policies and processes for administering the program, which included uniform application packets and landlord documents. These foundational documents and conversations have supported the evolution of the program and set universal standards aimed to decrease barriers for folks administering and accessing the services across the region.

Over the first three years of SHS implementation, this workgroup has broadened their focus to address ongoing revisions to program policies, evaluate regional RLRA data to identify similarities and differences between the counties, troubleshoot challenges in administering rent assistance, and explore opportunities for peer learning. Notably, a core function of the workgroup is to discuss and recommend programmatic improvements for the counties to assess and implement. Additionally, in an effort to simplify the transfer process and limit undue stress from having to navigate different systems, the workgroup created deliberate space to review and discuss specific cross-county transfer requests for when a household participating in the RLRA program wants to move to a neighboring county. Other work products included updating intake forms to reflect changes to inspections, demographic categories, and clarified rights and responsibilities as part of ongoing maintenance of the program.

As the RLRA workgroup continues their work into year four of SHS implementation, the counties remain grounded in the SHS mission of supporting folks in moving out of houselessness into housing across the region through our shared commitment of providing efficient and equitable delivery of the RLRA program.

Special Initiatives

Built for Zero Collaboration

In the third year of Built for Zero (BfZ), Clackamas, Multnomah, and Washington counties met monthly to collaborate, share progress, and learn from each other's case conferencing sessions to strengthen our regional approach to ending homelessness. The counties focused on enhancing leadership involvement, aligning on common goals, and using accurate data to guide our efforts. We are also improving our ability to implement new strategies and drive change.

Point in Time Count (PIT)

The three counties worked in unison to launch their Point in Time (PIT) counts in 2023 and continued that collaboration again for a sheltered count that was completed in 2024. Through our combined efforts, all three jurisdictions have prioritized advancements to achieve a more accurate count. This collaboration continues as all three jurisdictions are in regular planning meetings to prepare for the January 2025 sheltered and unsheltered PIT count.

Approved Minutes



SHERWOOD CITY COUNCIL MEETING MINUTES
22560 SW Pine St., Sherwood, Or
January 21, 2025

1. **CALL TO ORDER:** Mayor Rosener called the meeting to order at 5:47 pm.
2. **COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Taylor Giles, Renee Brouse, Dan Standke, and Doug Scott. Councilor Keith Mays arrived at 6:10 pm.
3. **STAFF PRESENT:** City Manager Craig Sheldon, Assistant City Manager Kristen Switzer, Interim City Attorney Sebastian Tapia, Interim Public Works Director Rich Sattler, IT Director Brad Crawford, Police Chief Ty Hanlon, Finance Director David Bodway, HR Director Lydia McEvoy, Community Development Director Eric Rutledge, Planning Manager Sean Conrad, Records Technician Katie Corgan, and City Recorder Sylvia Murphy.
4. **TOPIC:**

A. Annual Housing Report

Community Development Director Eric Rutledge and Planning Manager Sean Conrad presented the “Annual Housing Report 2024” PowerPoint presentation (see record, Exhibit A) and reported that this was related to City Council Pillar 3 – Livability and Workability. Planning Manager Conrad provided an overview of the 2024 calendar year summary and reported that 94 units were permitted, 93 units were constructed, no land use approvals were granted to create new lots, and new state housing legislation passed. He clarified that the city had received two minor lot partitions for residential lots and one industrial minor land partition application, which were still in the review process. Mr. Rutledge noted that there were still quite a few vacant lots on the previously approved subdivisions, and he estimated that the trends would continue for another year. Mr. Conrad reported that of the 94 permitted residential units, 90% were single-family detached units and 10% were multi-family. Council President Young asked if permits had a time limit on how long they were good for, and Mr. Rutledge replied that there was. Mayor Rosener asked that information on neighboring cities be included in future reports. Mr. Conrad reported that of the 93 constructed residential units, 86% were single-family detached units and 14% were multi-family. Community Development Director Rutledge provided an overview of the state legislation passed in 2024 and stated they included SB 1530, SB 1537, and HB 4134. He referred to SB 1537 and stated that the city’s land use attorney had recently explained that the city could apply for an exemption to the requirement that local governments approve certain adjustments to land use regulations for housing development within an urban growth boundary. He provided an overview of the 2025 development outlook and reported that he expected to see continued growth in the Brookman Addition and Denali PUD for lower density and continued interest in the Town Center and along Highway 99W for higher density. Mr. Rutledge provided an overview of the 2025 planning outlook and reported that the Old Town Strategic Plan would be completed, comprehensive planning for Sherwood West would commence, and the

city would participate in the 2025 long-session and ongoing rulemaking. Discussion regarding upcoming and ongoing legislative issues occurred. Mayor Rosener asked that staff include information on infrastructure-constrained housing land in future reports to allow the city to take advantage of funding opportunities. Council discussed possible reasons why developers had not taken advantage of HB 2001. Mr. Rutledge commented that the last large subdivision began construction in 2018 or 2019, and no large developments had been started since the passage of HB 2001 and spoke on the need for housing variety in Sherwood and Sherwood West. Councilor Standke asked that housing needs and how the city was addressing those needs be included in future reports.

B. Washington County Supportive Housing Services

Washington County Department of Housing Services representatives Nicole Stingh and Jessi Adams presented the "Supportive Housing Services (SHS) Year 3 Annual Report" PowerPoint presentation (see record, Exhibit B) and "Fiscal Year 2023-2024 Annual Report" handout (see record, Exhibit C). Ms. Stingh shared a SHS success story and spoke on the challenges and barriers to those experiencing homelessness. She provided background and recapped that the SHS was approved by voters in 2020 and was funded by an income tax for high income earners and profit taxes for businesses with gross receipts over \$5 million. She reported that the SHS's goal was to connect 5,000 homeless households with permanent supportive housing and to stabilize 10,000 households at risk or experiencing homelessness in permanent housing and noted that they were close to meeting those goals this year. She outlined that the homeless services system of care included three key components of services, housing, and access and shelter. Ms. Stingh provided an overview of the numbers of case managers/outreach workers, shelter units, and housing capacity from 2021 to 2024. Ms. Adams provided an overview of the Year 3 Annual Report highlights and reported they had served over 10,400 people through SHS-funded services. Discussion occurred regarding the difficulties and limitations of state and federal funding requiring an eviction notice in order to be eligible for eviction prevention services. Council President Young asked for more information on the Rapid Re-Housing and Permanent Supportive Housing programs and Ms. Adams explained. Councilor Scott asked if those receiving the vouchers received them permanently and Ms. Stingh explained there was a review process. She clarified that it was uncommon for someone to move from rapid re-housing to permanent supportive housing as the programs addressed different needs. Councilor Scott asked what percentage of people in permanent supportive housing graduated to no longer needing permanent supportive housing and Ms. Adams replied that it was a small number and provided more information on the graduated services they offered. Ms. Stingh clarified that they did track their retention rate of those utilizing the services at the beginning and end of the year and reported that their retention rate was around 90% for those needing permanent supportive housing. Councilor Mays asked what occurred with the other 10% and Ms. Stingh explained that it was often seniors experiencing homelessness, and once they achieved the security of housing, they often passed away. She added that evictions were not uncommon in permanent supportive housing. Ms. Adams provided an overview of the populations they served and reported that they partnered with culturally specific providers to reach underserved populations. She noted that improvements were needed to better serve Asian and Native populations, and they were researching options. She outlined the outreach centers, access centers, and shelter system map on pages 11-12 of the presentation. Mayor Rosener asked regarding offering wraparound services specific to veterans' needs and Ms. Adams and Ms. Stingh spoke on available federal and local programs. Ms. Adams recapped the shelter program outcomes and reported that they had 433 shelter beds and 60 pod shelter units currently open. Councilor Brouse asked if the SHS funded safe parking sites and Ms. Adams and County Homelessness Liaison Megan Cohen explained that they did not, but Beaverton and Tigard had safe parking programs. Ms. Adams stated that their work was made possible by SHS funding, Governor's office and executive order funding, state funding, federal funding, and city partners. She provided

an overview of the collaborative work they did with local health services, law enforcement, city liaisons, service provider staff, and housing careers program. She outlined the new Homeless Solutions Advisory Council that launched in January 2024 and reported it had three subcommittees. Ms. Stingh provided a financial overview of the SHS's growth and noted that their fastest growing expense was long-term supportive housing. She reported that they had built the system up from a \$5 million system to a \$120 million system. Mayor Rosener asked for clarification on their large carryover amount and asked if those funds were encumbered. Ms. Stingh explained that the majority of Ms. Adam's work was for capital projects, which was what the majority of the carryover was budgeted to, and noted those funds were encumbered. She continued that roughly \$14 million of the \$100 million carryover was not contractually obligated. She explained that the \$14 million represented set aside resources for the construction of the Beaverton access center, land purchase and improvements for a pod unit center, and there was a \$6.2 million difference between what they expected to receive in October 2023 and what they had actually received in December 2024. She explained that they were working with the Washington County Board of Commissioners and were asking that the \$7 million be set aside to help them transition their system down to a sustainable level for the tax source. Mayor Rosener asked if they tracked efficiency of services metrics and compared themselves to other regions. Ms. Adams explained that the homelessness crisis in Washington County occurred long after federal funding for shelters had ended, and those facilities needed to be built from scratch, which made the per-cost higher because of the startup costs. Councilor Scott asked that that information be carved out in their analytics. Ms. Adams explained that the next step in their work was to determine where there could be cost savings while not becoming so inflexible they were not able to provide needed services. She explained that their Homeless Solutions Advisory Council was doing this work and Mayor Rosener asked if there was city representation on the board. Ms. Stingh explained that their bylaws prohibited public officials from serving on that board, but there was city representation on their Performance Evaluation and Technical subcommittees. Councilor Scott expressed his gratitude for utilizing a performance evaluation subcommittee and the progress they had made so far. Mayor Rosener spoke on the difficulties of individual counties addressing the homelessness crisis and voters not feeling like the homelessness crisis was getting any better and the need to convince voters that the SHS was on the right track and discussion occurred. Councilor Scott asked how the SHS money was dispersed by Metro and Ms. Stingh replied that it was percentage based and was based on an estimate of where they felt taxes would be collected. She clarified that in Washington County, Metro estimated that 33.3% of the taxes would be collected, so that was the percentage the county received. Councilor Scott asked what percentage of the Metro population Washington County was, and Ms. Stingh replied that she believed it was 20%. Council President Young asked how the information on the SHS programs could be disseminated to voters and discussion occurred. Mayor Rosener asked if a common HMIS (Homeless Management Information System) was being utilized. Ms. Stingh explained that they did use the same system, but there were ongoing technical difficulties they were working to address, and discussion occurred. Councilor Giles referred to the 90% retention rate for those needing permanent supportive housing and asked what could be done to bring that percentage down to free up more money to help others. Ms. Stingh replied that they were currently working on launching a program to help those who no longer needed case management services to give up those services, which would save the system money. She added that the majority of those needing housing assistance made less than 30% of the area median income. Councilor Scott asked what the average age for someone in the permanent supportive housing program was and Ms. Stingh stated she estimated it to be around 60 years old. Ms. Stingh recapped that Washington County had housed 2,941 people with the money raised by the SHS measure and reported that unsheltered homelessness in Washington County had decreased by 35.5% between 2019 and 2023. Mayor Rosener commented that around ten years ago, the county was sheltering many people but that had declined in more recent years. He asked what could have caused that change and Ms. Stingh replied that previously, the federal government regularly funded

transitional housing and discussion occurred. Councilor Brouse added that the state mental health hospital and community investment dollars could have contributed to those figures.

5. ADJOURN

Mayor Rosener adjourned the work session at 7:00 pm and convened a regular session.

REGULAR SESSION

1. CALL TO ORDER: Mayor Rosener called the meeting to order at 7:06 pm.

2. COUNCIL PRESENT: Mayor Tim Rosener, Council President Kim Young, Councilors Taylor Giles, Keith Mays, Renee Brouse, Dan Standke, and Doug Scott.

3. STAFF PRESENT: City Manager Craig Sheldon, Assistant City Manager Kristen Switzer, Interim City Attorney Sebastian Tapia, Interim Public Works Director Rich Sattler, IT Director Brad Crawford, Police Chief Ty Hanlon, HR Director Lydia McEvoy, Community Development Director Eric Rutledge, Police Department Chaplain Wilson Parrish, Finance Director David Bodway, and City Recorder Sylvia Murphy.

4. APPROVAL OF AGENDA:

MOTION: FROM COUNCIL PRESIDENT YOUNG TO APPROVE THE AGENDA. SECONDED BY COUNCILOR BROUSE. MOTION PASSED 7:0; ALL MEMBERS VOTED IN FAVOR.

Mayor Rosener addressed the next agenda item.

5. CONSENT AGENDA:

- A. Approval of January 7, 2025, City Council Meeting Minutes**
- B. Resolution 2025-008, Authorizing the City Manager to Execute a Construction Contract for the Schamburg Drive Street, Storm, and Sanitary Rehabilitation Project**
- C. Resolution 2025-009, Authorizing the City Manager to enter into an Intergovernmental Agreement with Clean Water Services for the Design Phase of the Rock Creek Sanitary Sewer Upgrade Phase B Project**
- D. Resolution 2025-010, Authorizing the City Manager to Sign the Broadband Deployment Program Grant Agreement**
- E. Resolution 2025-012, Appointment of City Council Liaison Assignments**

MOTION: FROM COUNCILOR BROUSE TO APPROVE THE CONSENT AGENDA. SECONDED BY COUNCIL PRESIDENT YOUNG. MOTION PASSED 7:0; ALL MEMBERS VOTED IN FAVOR.

Mayor Rosener addressed the next agenda item.

6. CITIZEN COMMENTS:

Sherwood resident Adrienne Bischoff came forward and spoke on her concerns around the lack of safety

measures at Sherwood elementary schools. She spoke on her experience bringing these concerns to the school where she was told they wanted to foster a “welcoming” feeling and faced budgetary constraints. She stated she intended to take her concerns to the Sherwood School Board and stated that school safety was important to protect children and asked that safety measures be increased. Mayor Rosener recommended that she also reach out to the Superintendent, and he would also inform the Superintendent of Ms. Bischoff’s concerns.

Mayor Rosener addressed the next agenda item.

7. PRESENTATIONS:

A. Korean Eagles Taekwondo National Touring Team

MUSA Martial Arts owner John Lacey came forward and provided the history of his involvement with martial arts and the benefits he had experienced from his participation in the sport. He stated that his company was approached by an international demonstration team from Korea, and he was hosting the team in Sherwood. He reported the team would perform a free demonstration at the Sherwood Arts Center on January 22nd. The Council presented the Korean Eagles Taekwondo National Touring Team with certificates and small giftbags containing items representing the city.

Mayor Rosener addressed the next agenda item, and the City Recorder read aloud the public hearing statement.

8. PUBLIC HEARING:

A. Resolution 2025-011, Adopting a Supplemental Budget for fiscal year 2024-25 and making appropriations

Finance Director David Bodway presented his staff report and explained that the city typically completed one mid-year adjustment and another adjustment near the end of the year. He provided an overview of the General Fund balance and reported that the beginning fund balance was higher than expected due to revenue exceeding expectations and prudent spending. He reported that the Police Department received a grant of \$45,000 to assist in purchasing an evidence van and planned to transfer in \$81,000 from the Community Investment Fund to assist in police career cycle planning, bringing the total General Fund amount to \$197,123. He proposed that the administration appropriation be increased by \$66,362 and clarified that \$55,000 was a carry-over from the prior fiscal year. He noted that the city’s insurance rates came in higher than budgeted by \$11,362. He stated that Public Safety appropriation was being increased by \$130,960, which accounted for the \$25,000 drug detection machine, \$24,550 for the MHRT program, and \$81,410 for police career cycle planning. He referred to the opioid settlement money and reported that to date, the city had received roughly \$141,000 and noted that the settlement funds were projected to continue through 2038. He explained that the five-year timeframe to spend or encumber those funds started as soon as the city received the money. He explained that the city would like to use \$109,550 of those funds to purchase a drug identification machine, Mental Health Response Team, and the remaining \$60,000 to be used to cover the balance owed on the community outreach/evidence van. Mr. Bodway reported that the Public Works fleet fund would be increased by \$105,000 to purchase the evidence van for the Police Department. He provided an overview of the Public Art Fund and stated that the beginning fund balance was higher than budgeted due to the timing of the roundabout art project and the crossing of fiscal years. He reported that the Capital

Department appropriation had increased by \$113,501 carry over fund balance since the completion of the roundabout art would occur this fiscal year. He addressed the Community Investment Fund and reported that the beginning fund balance was higher than projected and clarified that due to the timing of the interfund loans, interest revenue was higher than originally budgeted. He reported that the contingency for this fund was being reduced by \$35,552 and the transfer out appropriation was being increased by \$81,410 to assist the Police Department in their career cycle planning. Finance Director Bodway addressed the General Construction Fund and stated that the beginning fund balance was higher than projected due to the timing of the Cedar Creek Trail project. He addressed the Street Capital Fund and stated that the beginning fund balance was higher than projected due to the timing of various projects. He outlined that the city wanted to make pedestrian safety improvements on Sunset Boulevard. Mr. Bodway asked for Council questions or feedback. Councilor Giles asked regarding the price of the Sunset Boulevard improvement costs and City Manager Sheldon explained. Mayor Rosener asked Police Chief Ty Hanlon to provide background on the importance of the Police Department utilizing career cycle planning and Chief Hanlon explained it was a way to manage upcoming retirements in the Police Department. Council President Young asked if additional funds for career cycle planning were needed if it was already accounted for in the budget. Finance Director Bodway explained that the city had already planned and spent some of the money in the prior fiscal year, and with the money already accounted for in the budget and the additional \$81,000, it allowed for the hiring of several individuals for 6-7 months. Chief Hanlon clarified that the money included in the budget was to cover the 4-5 retirements the Police Department was aware of. He stated that they recently became aware of three additional retirements they would need to plan for. Mayor Rosener opened the public hearing to receive testimony. Hearing none, Mayor Rosener closed the public hearing and asked for questions or discussion from Council. Councilor Standke referred to the opioid settlement funds and stated he did not agree with the way the funds were being spent. He referred to the evidence/outreach van and drug identification machine and stated that it should come from a different source of funding and stated that he did not feel like it was "in the spirit" of the opioid settlement money. He stated he would prefer to spend the money on addiction triage and treatment and the city could partner with Washington County to provide access to services. Mayor Rosener asked if Councilor Standke would like to hold a work session to discuss the use of future opioid settlement funds and Councilor Standke replied that he would. Councilor Scott asked for more information on the evidence/outreach van. Chief Hanlon explained that currently, the Sherwood Police Department had no way of responding to crime scenes, overdoses, deaths, etc. that required a great deal of equipment. He explained the van would serve many roles and reported that the rationale for using the opioid settlement money to purchase the van was because they were responding to a large amount of fentanyl overdoses. He explained the usefulness of the drug identification machine and said it would reduce the risk of exposure to harmful substances to those on-scene. He referred to the evidence van and added that when not in use, the van could be used in community events to educate and engage with the public. He commented that he had researched what other cities were using the opioid settlement funds for and stated that cities were using it for equipment purchasing, mental health resources, etc. Councilor Giles asked regarding the usefulness of the drug identification machine and Chief Hanlon spoke on the need to quickly identify substances so appropriate precautions could be taken. Council President Young referred to the MHRT funds and Chief Hanlon explained that the MHRT had a lot of interactions with people experiencing drug addiction and the \$24,550 was going to support that program/team and would make General Fund dollars available. Councilor Standke commented that the use of the opioid funds to make General Funds available did not make sense to him as a use for those funds. Mayor Rosener asked if there was any predictability in the amount of funding the city would receive over time and commented that to him, these were one-time funds and should be used on one-time expenditures. Finance Director Bodway replied that he expected the funds to continue to come in through 2038. He reported that over three years, the city had received about \$141,000 and commented that the stream would be relatively stable until 2038. Council President Young referred to

the MHRT funds and stated that unless those additional funds would provide Sherwood with more MHRT time or services, she did not understand the need to pay more than the city was already paying. City Manager Sheldon explained that the city did not have to spend the opioid settlement funds on MHRT services, but it was an option. Councilor Scott asked how long the city had to spend the funds and Finance Director Bodway replied that there was a three-year timeframe to spend the money as it was dispensed. Councilor Mays commented that he supported the expense for this year, but he was open to discussing how to spend the funds for future years. Councilor Scott commented that he supported the resolution but asked that Council schedule future work sessions to discuss the use of the funds moving forward and commented he agreed with Councilor Standke's statements. Councilor Brouse stated that for this year, she supported the resolution, but she also wanted to discuss the use of the funds for future years. Councilors requested more information on what types of programs the opioid settlement funds could be used on. Councilor Standke referred to potential federal DEA funds and the city backfilling opioid funded programs. Mayor Rosener commented that to him, there was a prevention side and a crime scene side, and both were valid. He stated he supported the resolution but wanted to discuss the use of future funds further. Chief Hanlon spoke on the need for creative funding solutions and the need to utilize all available resources. With no additional council comments, the following motion was stated.

MOTION: FROM COUNCILOR MAYS TO APPROVE RESOLUTION 2025-011, ADOPTING A SUPPLEMENTAL BUDGET FOR FISCAL YEAR 2024-25 AND MAKING APPROPRIATIONS. SECONDED BY COUNCIL PRESIDENT YOUNG. MOTION PASSED 5:2; MAYOR ROSENER, COUNCIL PRESIDENT YOUNG, COUNCILORS BROUSE, MAYS, AND GILES VOTED IN FAVOR. COUNCILORS STANDKE AND SCOTT OPPOSED.

Mayor Rosener addressed the next agenda item.

9. CITY MANAGER REPORT:

City Manager Craig Sheldon reported on the Schaumburg project bid openings. He stated that Sherwood was a part of a \$15 million grant with the City of Tualatin for charging stations and reported that the grant was on hold at the moment.

Mayor Rosener addressed the next agenda item.

10. COUNCIL ANNOUNCEMENTS:

Councilor Giles reported on Sherwood High School theater events and choir fundraiser performances. He encouraged people to attend the Taekwondo demonstration at the Arts Center on January 22nd.

Councilor Brouse reported she would attend the upcoming Water Consortium meeting in February.

Councilor Mays spoke on his attendance at the most recent WCCCA meeting and reported that dues would increase in the near future.

Councilor Standke reported that the Planning Commission had not met since the last Council meeting. He referred to a citizen comment from July 16th regarding concerns about the Ice Age Trail alignment and explained that he had spoken with staff and the trail would still be located on Tonquin, where it was originally proposed. He reported the Sherwood Foundation for the Arts would host its annual puzzle competition on

February 22nd.

Council President Young thanked staff for organizing the Council goal setting work session on January 11th. She reported on her attendance at the Sherwood Chamber of Commerce meeting at the YMCA. She reported on her attendance at the WEA legislative reception. She reported on current theater productions at the Arts Center.


Mayor Rosener spoke on his attendance at the most recent WCCC meeting and explained MSTIP funding usage. He reported on the Council goal setting work session on January 11th. He spoke on the upcoming legislative session.

11. ADJOURN:

Mayor Rosener adjourned the regular session at 8:15 pm.

Attest:


Sylvia Murphy, MMC, City Recorder


Tim Rosener, Mayor