

Exhibit A

INTERGOVERNMENTAL AGREEMENT
Metro – City of Portland
Southwest Corridor Equity Coalition

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and Metro Charter, located at 600 NE Grand Avenue, Portland, Oregon 97232 ("Metro"), and City of Portland (the "City"), for the project titled SOUTHWEST CORRIDOR EQUITABLE DEVELOPMENT STRATEGY ("SWEDS") EQUITY COALITION (hereinafter "Project").

RECITALS

WHEREAS, the City desires Metro's services on the Project;

WHEREAS, the performance of such services is consistent, compatible and beneficial to the governing roles and missions of Metro and the City;

WHEREAS, the City will share in the results of and benefits provided by the Project and therefore desires to share in a portion of Metro's costs for the Project;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. **Term of Agreement.** This agreement will be effective once approved by Ordinance by City Council and will remain in effect through June 1, 2021 unless terminated earlier under the provisions of this agreement.
2. **Metro's Responsibilities.** Metro agrees to perform the services described in Exhibit A and will make available to the City all research results, data, conclusions and reports generated by Metro and Center for Intercultural Organizing regarding the Project.
3. **City Obligations.** The City will pay Metro a one-time contribution in the sum of \$50,000 US DOLLARS, to be used by Metro to distribute to Center for Intercultural Organizing to form the Project.
4. **Payment Procedures.** Metro will submit an invoice before June 30, 2019. Within 30 days of receiving Metro's invoice, the City will reimburse Metro for the invoiced costs. The City will send payments to:
Metro:
Attention: Elissa Gertler
600 NE Grand Ave
Portland Or 97232
5. **Access to Records.** Metro and the City will have access to the books, documents, papers and records that are directly related to this agreement for the purpose of making any audit or performance examination, except for survey response data that is confidential.
6. **Independent Contractors.** Each of the parties to this agreement is an independent contractor, and neither party shall have the authority to act on behalf of or incur obligations on behalf of the other party.

7. **Assignment.** This agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party without prior written approval by the other party.

8. **Indemnification.** Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, each party agrees to indemnify, hold harmless and defend the other party, its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees, resulting from or arising out of the activities of the indemnifying party, its officers, employees or agents under this agreement.

9. **Termination.** This agreement may be terminated at any time by mutual written consent of the Agreement signatories.

10. **Amendment.** This agreement may be amended only in writing signed by the agreement signatories. The Director of the Bureau of Planning and Sustainability is authorized to execute on behalf of the City amendments to this agreement that change scope, schedule, and budget, but may only execute amendments that increase funding from or other financial risks to the City if the City Council provides an appropriation in a future fiscal year.

11. **Integration.** This writing contains the entire agreement between the parties, and may only be amended by written instrument, signed by both parties.

12. **Severability.** If any portion of this agreement is found to be illegal or unenforceable, this agreement nevertheless will remain in full force and effect and the offending provision will be stricken.

This Agreement is dated as of the date of the latest signature below.

Metro
By: _____
Name: _____ Title: _____
Date: _____

City of Portland
Bureau of Planning and Sustainability
By: _____
Andrea Durbin, Director
Date: _____

Approved as to Form:
By: _____
Metro Attorney
Date: _____

Approved as to Form:
APPROVED AS TO FORM
By: _____
City Attorney **CITY ATTORNEY**
Date: 5/28/19

Exhibit A

Scope of Work

Summary

As the proposed light rail begins to get built and improve access to public transportation, there is a distinct need for an ongoing commitment by multiple partners to improve access to economic opportunity, affordable living, and a higher quality of life for households of all incomes and employment conditions. Fulfilling the objectives to advance equitable development in the corridor requires a collaborative approach. Government, Non-profit, and Private entities will all have a responsibility in refining the shared strategy and implementing key actions. Continued community engagement in the project is crucial to making sure that those commitments are made and that we utilize the next 10 years to put the right policies, actions, and investments in place, to ensure that the community that exists today in SW Corridor is around to experience the opportunities that this important public investment will bring.

Metro's Southwest Corridor Equitable Strategy Project Oversight Committee is reconstituting to implement the strategy beginning in the summer of 2019. A new Southwest Corridor Equity Coalition will be formed and chartered through a process to execute a Memorandum of Understanding among all coalition members. An initial governance structure will include shared leadership between Metro staff and a staff person housed in Center for Intercultural Organizing whose mission includes working with low-income households and communities of color. The Bureau of Planning and Sustainability is contributing \$50,000 toward this effort to assist in the formation of the coalition, specifically: personnel and associated costs for Center for Intercultural Organizing to co-lead the coalition.

Metro, TriMet, and the City of Tigard are all contributing toward this effort. Philanthropic resources are also being sought.

A scope of work includes:

The SW Equity Coalition will leverage the existing partnerships and action plans identified in the existing SW Corridor Equitable Development Strategy to realize sustained corridor-wide commitments to address the displacement of residents and businesses. The initial 2 years would receive support by resources at Metro, City of Portland, and Tri-Met to administer the coalition and garner local philanthropic support that advances specific implementation efforts. A more sustainable, community-led, collective impact model would be tested out and established with a target 10 year, \$10 million commitment combining the initial local government support and staffing with new resources from national philanthropic and private sector investment that would allow for increased ownership and leadership among community-based organizations in the corridor.

Areas of Community Investment:

- **Equity and Social Justice** – Empower the community by providing leadership training in advocacy for equitable development, enhancing culturally and linguistically specific services, and gaining more direct, community-informed guidance on future development.
- **Equitable housing** - Identify tools to increase supply and meet demand for diverse places to live to fit the needs of individuals and families of all incomes and sizes.

- **Workforce stability** - Identify ways to prepare current and future corridor residents for existing and emerging industries.
- **Business stability** - Focus on how to keep small, women-owned, and minority-owned businesses in the community through construction and after light rail service begins.
- **Community Development** – Advance new strategies to finance and secure community assets and increase access to lending resources and wealth building opportunities that benefit the community.

Phase 1 Organization

Federal Grant dollars are a finite resource and additional resources will need to be secured to advance on the equitable development vision for SW Corridor. The Project Oversight Committee is outlining how to secure long-term implementation of the Strategy once federal resources are no longer available. Project staff proposed the creation of a collaborative table of current (and possibly new) Oversight Committee members that would be dedicated to implementation of the Strategy upon completion of the current grant. The Project Oversight Committee has explored models from around the United States that provide an example for how this group might come together to work over the next 10 years to prepare the community for the challenges and opportunities that are associated with a major transit investment in the corridor. This work led to an initial agreement by the Project Oversight Committee to reconstitute as a SW Equity Coalition.

In this proposal, Metro will lead the startup of the group by bringing the various SWEDS partners together to establish an MOU that outlines the work of the coalition. On a parallel track of the MOU being established, the coalition will engage in a local capital campaign among philanthropic organizations to fund implementation of the Equitable Development Strategy. Funding needed to staff the coalition would initially come from various government project partners, with a focus on staffing and outreach/engagement of various community groups through a stipend program.

The Bureau of Planning and Sustainability funds will be used to fund staff at Center for Intercultural Organizing selected to co-lead the coalition. BPS staff will participate in the development of the MOU.

Major milestones being tracked by BPS include:

Major Milestones	Deliverable	Anticipated completion
Application for philanthropic resources reviewed by BPS staff	Application(s)	Ongoing
Hiring of new SWEC staff position	Grant agreement	August 31, 2019
SWEC Charter executed	Charter	November 30, 2019

FUNDING SOURCES	FY19/20
Metro	\$100,000
Tri-Met	\$100,000
City of Portland	\$50,000
City of Tigard	\$20,000
TOTAL (Funded)	\$270,000
<i>Meyer Memorial Trust</i>	<i>\$125,000</i>
<i>Other Philanthropic Target</i>	<i>\$205,000</i>
<i>TOTAL (Unfunded)</i>	<i>\$330,000</i>
TOTAL (Funded + Unfunded)	\$600,000
FUNDING USES	
Staffing <i>(1.0 FTE @ Center for Intercultural Organizing, 0.75 FTE Metro Project Management + Administration)</i>	\$270,000
Equity Coalition Coordinator (1.0 FTE)	\$80,000
Senior Regional Planner (0.25 FTE)	\$55,000
Associate Regional Planner (0.25 FTE)	\$50,000
Administration (0.5 FTE)	\$50,000
Communications	\$35,000
Engagement + Capacity Building <i>(Coalition Partnership + Equity + Social Justice Action Initiatives #1 and #2 Implementation)</i>	\$107,500
Center for Intercultural Organizing	\$35,000
OPAL	\$35,000
Community Alliance of Tenants	\$35,000
CBO Participant Stipends	\$2,500
Action Implementation Grants <i>(Sub-grants to Other Early Action Initiatives)</i>	\$17,500
TOTAL (FUNDED)	\$395,000
<i>Additional Implementation Grants (Unfunded Philanthropic Funds Target)</i>	<i>\$205,000</i>
TOTAL (Funded + Unfunded)	\$600,000