

Agenda No. 462

ORDINANCE NO.

*Accept a grant from the Bullitt Foundation via the City of Seattle to provide funding to Portland State University to support research on community-sourced displacement data to inform analysis and accountability in the Anti-Displacement Action Plan in the amount of \$10,000 (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The City of Portland has been engaged in a Peer Cities Initiative with the Cities of Seattle, Washington and Vancouver, British Columbia. After an initial meeting in Vancouver at the end of 2017, the Bullitt Foundation awarded the City of Seattle \$10,000 to support a second “peer city convening” between planning, sustainability, urban design, and transportation staff from the three cities in March 2020. However, this event was postponed due to the COVID-19 pandemic.
2. A cross-city staff group met to discuss repurposing the funds to support meaningful learning, action, and equitable outcomes, particularly in light of the pandemic’s ongoing impacts on BIPOC communities and the galvanizing Black Lives Matter movement. It was decided that the money could be best spent on work in one city, with an expectation that the selected city would bring the work back to the Peer Cities group for sharing and discussion. A proposal from Dr. Lisa Bates at Portland State University was selected to receive the funds and the Bullitt Foundation supported the proposal.

Introduced by

Commissioner Rubio

Bureau

Planning and Sustainability

Prepared by

Kathryn Hartinger

Date Prepared

May 24, 2021

Requested Council Date

June 16, 2021

Requested Agenda Type

Consent

Date Filed with Clerk

June 8, 2021

3. BPS is committed to equitable community engagement, partnering with Portland State University, the Anti-Displacement Coalition and community-based organizations to develop and implement equitable community strategies that benefit low-income, communities of color and/or immigrants and refugees.
4. BPS will pay \$10,000 to Portland State University to support community stipends for participation in Dr. Lisa Bates' work to identify and collect metrics that speak to the needs of BIPOC communities, with a focus on the most under-served and under-resourced. The work will also explore the use of Zoom to broaden participation, provide support, translation, and opportunities to participate. Research findings will inform the continued improvement of anti-displacement analysis and accountability tools as part of the Anti-Displacement Action Plan, and support cross-city learning resulting from the ongoing Peer Cities Initiative.

NOW, THEREFORE, the Council directs:

- a. The Director of BPS is authorized to accept \$10,000 from the Bullitt Foundation via the City of Seattle and execute a contract with Portland State University in the same amount, in a form substantially similar to Exhibit A and approved to form by the City Attorney.
- b. To the extent it applies, the City Council waives the competitive application process required in FIN 2.04-Budget.

Section 2. The Council declares that an emergency exists in order to forward funds for services to continue work that benefits the City. Therefore, this Ordinance shall be in full force and effect from and after its passage by the Council.

Passed by Council:

MARY HULL CABALLERO

Auditor of the City of Portland

Action Taken:

By

Deputy

Commissioners voted as follows (Yea or Nay)

Rubio -

Ryan -

Hardesty -

Mapps -

Wheeler -

EXHIBIT A
IGA # 30007749
CITY OF PORTLAND
PORTLAND STATE UNIVERSITY

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into between City of Portland, hereinafter referred to as SPONSOR and Portland State University, hereinafter referred to as UNIVERSITY, for the project titled Anti-Displacement Action Plan

WHEREAS SPONSOR desires UNIVERSITY'S services on the project named above, in accordance with the SCOPE OF WORK hereunder;

WHEREAS the performance of such services is consistent, compatible and beneficial to the academic role and mission of UNIVERSITY;

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

ARTICLE I - SCOPE OF WORK

UNIVERSITY agrees to perform for SPONSOR the services described Scope of Work, ATTACHMENT A hereto, incorporated herein by reference.

ARTICLE II - AGREEMENT PERIOD

This Agreement shall become effective on the date of last signature and shall be completed by December 31, 2021. Performance may be extended for an additional six-months by written mutual consent between the parties. Any extension after termination shall be retroactive to the date of termination. Costs may be incurred for this Agreement from June 1, 2021.

ARTICLE III - PERSONNEL

Dr. Lisa Bates is responsible for the implementation of the research and tracking of Anti-Displacement Action Plan, Community Data PROJECT under this Agreement for the UNIVERSITY. The UNIVERSITY shall not replace Dr. Bates without prior written approval of the SPONSOR.

ARTICLE IV – CONSIDERATION

Fixed Price: In consideration of UNIVERSITY's performance of the Project, SPONSOR shall compensate UNIVERSITY for the cost of the Project in a fixed price amount of \$10,000 US DOLLARS, including direct and indirect costs.

UNIVERSITY shall invoice SPONSOR according to this schedule: \$5,000 invoiced upon execution of the contract and \$5,000 upon completion of the final deliverable.

SPONSOR shall pay UNIVERSITY within thirty (30) days of receipt of any invoice. UNIVERSITY shall submit invoices by mail or electronic means to the SPONSOR's Financial Contact indicated in ARTICLE XVI.

Invoices for work accomplished under this Agreement shall be submitted, no more frequently than quarterly, to

KATHRYN HARTINGER
City of Portland
Bureau of Planning and Sustainability
1900 SW 4th Ave., Ste. 7100
Portland, OR 97201

SPONSOR certifies that sufficient funds are available and authorized to finance the costs of this Agreement. All payments to UNIVERSITY under this Agreement shall be made by check or wire transfer in accordance with the payment instructions provided with each invoice. For purposes of identification each wire or check payment must refer to the Project title, the Research Agreement number, and the name of the PI.

ARTICLE V - NOTICE

Any notice provided for under this Agreement shall be sufficient if in writing and delivered to the following addressee:

If to SPONSOR:

Kathryn Hartinger
City of Portland
Bureau of Planning and Sustainability
1900 SW 4th Ave., Ste. 7100
Portland, OR 97201
Kathryn.Hartinger@portlandoregon.gov
503-823-9714

If to UNIVERSITY:

Rachelle Richmond
Assistant Directs of Grants and
Agreements Administration
Portland State University
Sponsored Projects Administration
PO Box 751 (SPA)
Portland, OR 97207-0751
awards@pdx.edu
503-725-9900

ARTICLE VI - PERFORMANCE / REPORTING REQUIREMENT

UNIVERSITY is responsible for the performance of work and will provide progress reports of findings, if any, as stated in ATTACHMENT A, SCOPE OF WORK.

UNIVERSITY and SPONSOR shall meet on monthly basis to ensure progress towards completion of said tasks and related efforts funded by other sources.

UNIVERSITY shall maintain fiscal records pertinent to this Agreement for at least three (3) years following completion of work under this Agreement. UNIVERSITY shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, UNIVERSITY shall maintain all other records pertinent to this Agreement in such a manner as to clearly document UNIVERSITY'S performance hereunder.

ARTICLE VII - PUBLICATION BY UNIVERSITY

UNIVERSITY retains the right to publish or otherwise publicly disclose any results of the Project conducted by UNIVERSITY. At least thirty (30) days prior to submission for publication or disclosure, UNIVERSITY will submit a copy of any proposed manuscript or other disclosure relating to the Project SPONSOR.

SPONSOR may review such manuscript to identify patentable subject matter and any inadvertent disclosure of SPONSOR Confidential Information. Should SPONSOR identify patentable subject matter, SPONSOR may request that UNIVERSITY file and prosecute a patent application, and delay publication for period of time not to exceed an additional thirty (30) days if necessary to permit the preparation and filing of such patent application.

UNIVERSITY may use, reuse, and analyze the data developed by UNIVERSITY during the course of the Project for teaching or research purposes.

ARTICLE VIII - CONFIDENTIALITY

Subject to the limitations and conditions of the Oregon Public Records law, UNIVERSITY agrees to keep confidential any SPONSOR proprietary information that SPONSOR designates as such in writing and supplies to UNIVERSITY during the course research performed under this Agreement. Such information will not be included in any published material without prior approval by SPONSOR.

ARTICLE IX - INDEMNIFICATION

To the extent permitted by Oregon Law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, Section 7, UNIVERSITY shall indemnify SPONSOR against any liability for damage to life or property arising from UNIVERSITY'S actions under this Agreement provided, however, UNIVERSITY shall not be required to indemnify SPONSOR for any such liability arising out of the wrongful or negligent acts of employees or agents of SPONSOR.

To the extent permitted by Oregon Law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, Section 9, SPONSOR agrees to be responsible, assume liability and indemnify UNIVERSITY for SPONSOR'S own wrongful or negligent acts or omissions, or those of its officers, agents, employees or representatives provided, however, SPONSOR shall not be required to indemnify UNIVERSITY for any such liability arising out of the wrongful or negligent acts of employees or agents of UNIVERSITY.

ARTICLE X – CONTROLLING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any suit for enforcement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

ARTICLE XI – ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement, nor assign any claims for money due or to become due during this Agreement, without the prior written approval of the other party.

ARTICLE XII – COPYRIGHT***

UNIVERSITY shall own copyrights on materials produced by UNIVERSITY personnel in the performance of the Project. UNIVERSITY hereby grants SPONSOR, for government purposes only, a non-transferable, non-exclusive copyright license to make derivatives, copy, and distribute any reports and deliverables due to SPONSOR according to ATTACHMENT A, with the exception of any software source code. No rights to software source code shall be granted unless UNIVERSITY and SPONSOR agree to either an appropriate commercial license or to release the source code under an appropriate open source license.

ARTICLE XIII - PATENTS AND INVENTIONS

All patentable inventions, discoveries, or improvements conceived or developed as a result of performing the Project by UNIVERSITY personnel (“University Inventions”) shall be owned by UNIVERSITY in accordance with UNIVERSITY policy. All such patentable inventions made by SPONSOR personnel shall be owned by SPONSOR, and all such patentable inventions for which the inventors include both UNIVERSITY and SPONSOR personnel shall be jointly owned.

It is anticipated that there will be no University Inventions under this Agreement. However, in the event that any University Inventions are created, conceived or developed as a result of performing the Project by UNIVERSITY, UNIVERSITY shall promptly disclose any such University Inventions to SPONSOR.

In accordance with the consideration being paid by SPONSOR to UNIVERSITY, described in Article IV, UNIVERSITY shall provide to SPONSOR a non-transferable, non-exclusive, free license to any such University Invention for use by the SPONSOR for municipal purposes only.

ARTICLE XIV - TERMINATION

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Payment to UNIVERSITY shall be prorated to and include the day of termination. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOTSPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. SPONSOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE AGREEMENT AND SPONSOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

PORTLAND STATE UNIVERSITY

Signed: _____

Name: _____

CITY OF PORTLAND

Title: _____

Signed: _____

Date: _____

Name: Ted Wheeler

Title: Mayor

Date: _____
Primary Contact Person: Kathryn Hartinger Phone
Number: 503-823-9714

Email: Kathryn.hartinger@portlandoregon.gov

APPROVED AS TO FORM

City Attorney: _____

SCOPE OF WORK

Anti-Displacement Action Plan: Systematic Community-Engaged/Sourced Data and Analysis

INTRODUCTION

The following proposal is being submitted to the Bullitt Foundation to support a collaborative effort between the cities of Seattle, Portland and Vancouver, BC and their work through the Peer City Convening. Earlier this year the grant that was allocated to the cities was repurposed to support them to measure equity and anti-displacement outcomes and to meaningfully center BIPOC communities.

The cities would like to propose that this repurposed grant be allocated to the City of Portland to support Dr. Lisa Bates and her work with the Portland Anti-Displacement Coalition. The additional grant from the Bullitt Foundation will support the collection of community-derived data. Housing displacement at its core has multiple, intersecting environmental impacts including longer commute times and higher emissions, sub-standard housing being energy intensive, etc. The research will include the community-focused identification and tracking of metrics that the committee want to adopt. The other cities involved will be updated at monthly meetings and invited to review and disseminate the findings of this committee, as well as to look for opportunities to apply them to their own work and contexts. Below is the research proposal from Dr. Lisa Bates.

CONTEXT

- Our overall metrics for talking about the health and robustness of the housing market are incomplete. What about a routinized report that informs us and decision makers about the metrics that speak to the needs of BIPOC communities, with a focus on the most under-served and under-resourced; and more in-depth investigations of issues raised by these communities? Let's reframe the entire situation. Greater equity in city planning is the pathway to greater sustainability and resilience.
- Let's work toward ongoing quarterly** data reports based on data that fit into that format (*figure out frequency of available data by source; not all can be updated so often), explicitly countering the standard REQ reports that fail to address the full spectrum of housing and cannot focus on racial and environmental justice outcomes. Even if policy/planning types are sympathetic to BIPOC community 'stories' they don't have the kind of convenient, routine data points that continually track the metrics we want them to adopt.
- Additionally, pursue less frequent (annual? biannual?) qualitative studies (real and systematic research, not ad hoc) to fill in the interpretations and raise issues for which quantitative data don't exist.
 - BIPOC community-identified priority issues drive the prioritization of quantitative metrics/quarterly
 - Well-designed, community-engaged research brings forth community knowledge and illustrates the live, material consequences of housing and other justice problems

PROPOSAL

- Work with the Anti-Displacement Coalition, to design and participate in workshop(s) to review existing data, and collectively identify what's *missing* and what's *meaningful* to measure and track. The Anti-Displacement Coalition is currently led by a steering committee of Black women.
- Identify potential quantitative and qualitative data needs, priorities and possible sources. Goal is to provide convenient, routine data collection that addresses BIPOC community-advocated policies/programs while also building up the research record for community knowledge to be driving questions and analysis.
- Explore use of Zoom to broaden participation, provide support, translation, opportunity to participate by phone.
- Grant money would be used primarily to provide resources for under-resourced participants; Dr. Bates has some additional money from PSU to supplement needs for this project.

Product: Report and presentation to BPS staff and Peer Cities group, summarizing findings, recommendations for next steps.

IMPACT STATEMENT

Legislation title: *Accept a grant from the Bullitt Foundation via the City of Seattle to provide funding to Portland State University to support research on community-sourced displacement data to inform analysis and accountability in the Anti-Displacement Action Plan in the amount of \$10,000 (Ordinance)

Contact name: Kathryn Hartinger, Project Manager

Contact phone: 503-823-9714

Presenter name: Kathryn Hartinger (if necessary; expected on consent agenda)

Purpose of proposed legislation and background information:

The City of Portland has been engaged in a Peer Cities Initiative with the Cities of Seattle, Washington and Vancouver, British Columbia. After an initial meeting in Vancouver at the end of 2017, the Bullitt Foundation awarded the City of Seattle \$10,000 to support a second “peer city convening” between planning, sustainability, urban design, and transportation staff from the three cities in March 2020. However, this event was postponed due to the COVID-19 pandemic.

A cross-city staff group met to discuss repurposing the funds to support meaningful learning, action and equitable outcomes, particularly in light of the pandemic’s ongoing impacts on BIPOC communities and the galvanizing Black Lives Matter movement. It was decided that the money could be best spent on work in one city, with an expectation that the selected city would bring the work back to the Peer Cities group for sharing and discussion. A proposal from Dr. Lisa Bates at Portland State University was selected to receive the funds and the Bullitt Foundation supported the proposal.

For administrative reasons, the City of Seattle prefers to transfer the funds to the City of Portland, rather than directly to Portland State University, so this proposed action would allow BPS to accept the funds and pass them through to Portland State University.

Financial and budgetary impacts:

No impact

Community impacts and community involvement:

In conversations around displacement, metrics for talking about the health and robustness of the housing market are incomplete. One of the elements missing is a routinized report that informs the community, and decision makers, about the metrics that speak to the needs of BIPOC communities, with a focus on the most under-served and under-resourced; and more in-depth investigation of issues raised by these communities. Greater equity in city planning is the pathway to greater sustainability and resilience.

Dr. Bates will work with the Anti-Displacement Coalition to design and participate in workshops to review existing data, and collectively identify what’s missing and what’s meaningful to measure and track. Collectively, they will identify potential quantitative and qualitative data needs, priorities and possible sources, with the goal of providing

convenient, routine data collection that addresses BIPOC community-advocated policies/programs, while also building up the research record for community knowledge to be driving questions and analysis.

The outcomes of this work will inform both analysis and accountability tool development as part of the Anti-Displacement Action Plan work, centering BIPOC needs, priorities and expertise.

100% Renewable Goal:

NA

Budgetary Impact Worksheet

Does this action change appropriations?

- YES:** Please complete the information below.
- NO:** Skip this section

Fund	Fund Center	Commitment Item	Functional Area	Funded Program	Grant	Sponsored Program	Amount