

# INTERGOVERNMENTAL AGREEMENT

## City of Salem

This Agreement is between the State of Oregon acting by and through its **Department of Land Conservation and Development (“DLCD”)** and **City of Salem (“City”)**, each a “Party” and, together, the “Parties.”

### **I. AUTHORITY**

This Agreement is authorized by ORS 190.110.

### **II. EFFECTIVE DATE**

This Agreement is effective on the date of the last signature {"Effective Date"}, and terminates on **June 30, 2023**, unless terminated earlier.

### **III. BACKGROUND**

On March 10, 2020, Governor Kate Brown issued [Executive Order 20-04](#), directing state agencies to reduce climate pollution. In response, the Land Conservation and Development Commission (commission) is working on updating Oregon's [Transportation Planning Rules](#) and related administrative rules

The Commission also launched the Climate-Friendly and Equitable Communities rulemaking in response to Executive Order 20-04. It directed the Department of Land Conservation and Development “DLCD”, to amend rules governing Oregon’s planning system for communities in Oregon’s eight most populated areas.

The proposed rules will require cities (and some urbanized county areas) with a population over 5,000 within the seven metropolitan areas outside of Portland Metro to adopt regulations allowing walkable mixed-use development in defined areas within urban growth boundaries. Areas will be sized to accommodate a portion of the community’s housing, jobs, and services. Local governments will determine where these areas will be located, but many of these areas will likely be established in existing downtowns that may currently allow for mixed uses and higher densities. Associated requirements will ensure high quality pedestrian, bicycle, and transit infrastructure is available within these areas to provide convenient transportation options.

The rules provide a two phased process for local governments to first study the potential designation of Climate Friendly Areas in the first phase, then in a second phase to adopt development standards for those areas. The rules provide some minimum requirements for Climate Friendly Areas, with a set of clear and objective standards that may be used, or a process for local governments to craft their own standards. The Climate Friendly Area Study, the first phase of the project, will consist of developing a community engagement guide, running public involvement tasks, assessing risks of, and identifying potential mitigating policies for gentrification and displacement, and identifying potential Climate-Friendly Areas.

### **IV. PROJECT OBJECTIVE AND MAJOR DELIVERABLES**

# **DLCD IGA #21089 – City of Salem –Climate Friendly Area Study**

## **Climate Friendly Area Study**

The primary objective of this Project is to help the local government submit a study to identify potential Climate Friendly Areas by December 31, 2023. DLCD will hire a Council of Governments (COG) “Consultant” to provide services directly to the City as described in the Statement of Work below. DLCD will also provide City and Consultant with a public involvement consultant, a community engagement guide, a Climate-Friendly Area Designation Methods Guide, Anti-Displacement Map layer, and the Anti-Displacement and Gentrification Toolkit to use in completing this project.

## **V. ROLES AND RESPONSIBILITIES**

**City:** Overall management of the Project will be the responsibility of the Consultant. The City will appoint a Project Manager to be the principal contact person representing the City on all matters dealing with the Project.

Specific project management duties of the City will include:

- a. Coordinating project schedule and deliverables with Consultant;
- b. Coordinating City staff;
- c. Ensuring the timely review of deliverables and providing any needed (and available) supporting data/information to Consultant;
- d. Reviewing and commenting on Consultant work;
- e. Noticing, scheduling, and managing public official work sessions and public hearings, if any. Activities include preparing and distributing meeting notices, agendas, and summaries; and assisting the Consultant with meeting facilitation.

**DLCD:** DLCD will provide financial, administrative, and technical assistance to the Project. DLCD will participate in technical and public meetings, if any. Additional technical assistance may be provided as requested by the City or Consultant. DLCD will review Consultant’s work, invoices, and progress reports. Additionally, DLCD will review the Consultant’s performance and deliverables with the City prior to paying invoices received by the Consultant. DLCD will assist in the mediation of Consultant/City conflicts, or issues with the project or deliverables.

## **VI. COMPENSATION AND COSTS**

Each Party shall assume its own costs of carrying out the tasks and responsibilities assigned to it under this Agreement. Under no circumstances is the Local Government responsible for payment of costs incurred under the contract between DLCD and the chosen Consultant.

## **VII. KEY CONTACTS**

### **City**

Eunice Kim, Long Range Planning Manager  
City of Salem  
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### **Department of Land Conservation and Development**

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## **DLCD IGA #21089 – City of Salem –Climate Friendly Area Study**

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### **Council of Governments**

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Mid-Willamette Valley Council of Governments  
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### **Public Engagement Consultant**

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A Party may designate a new authorized representative by written notice to the other Party.

### **VIII. TERMINATION**

- a) This Agreement may be terminated at any time by mutual written agreement of the Parties.
- b) This Agreement may be terminated by DLCD upon 45 days advance written notice and by Local Government upon 45 days advance written notice.

### **IX. NON-APPROPRIATION**

DLCD's obligation to perform its duties under this Agreement is conditioned upon DLCD receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any law limiting the activities, liabilities, or monetary obligations of DLCD.

### **X. STATEMENT OF WORK**

#### **Climate Friendly Area Designation Study – Mid-Willamette Valley Council of Governments**

##### **Task 1: Project Kickoff and Contract Management**

Objectives of this task: For City staff, MWVCOG, hereafter referred to as Consultant, and DLCD staff to hold Project Kickoff meeting to discuss: the final rule requirements; the elements of this study; confirm the objectives of the study; review the project schedule (and update it as the study progresses); and discuss how associated work by the jurisdictions for community engagement (which is a separate element from this contract, as noted in the background section) will affect study's tasks. Also included in Task 1 are Contract Management and Coordination tasks.

##### **1.1 Project Kick-Off with Project Management Team**

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The Project Management Team will include City Staff and Consultant staff. Consultant shall conduct Project Management Meeting #1 to review project tasks and schedule and to discuss issues and approaches to be used during the study. Relevant City staff shall attend the meeting. Consultant shall prepare Project Management Meeting #1 Summary notes.

### **1.2 Community Engagement**

As noted in the background section, Community Engagement is the responsibility of the City and DLCD’s Community Engagement Consultant (CEC). Consultant (MWVCOG) has budgeted 8 hours for supplying information and/or preparing maps to the City or CEC to help with Community Engagement.

#### **Task 1 City Deliverables:**

- Attend Project Management Team Meeting #1.

***Timeline: September 2022***

### **Task 2: Identify CFA Needs, Identify and Analyze Candidate CFA’s**

**Objectives:** The first part of Task 2 will identify and document the number of needed housing units for the analysis (task 2.1); identify the candidate Climate Friendly Areas (CFAs) to include in the initial analysis (task 2.2); and work between Salem and Marion County (and Keizer, as necessary) to coordinate the analysis of any potential CFAs within the county’s portion of the UGB and adjacent to Salem and/or Keizer city limits (task 2.3).

The second part of Task 2 will summarize existing developments standards in candidate CFAs and develop alternative development standards (task 2.5); calculation of dwelling unit capacity in CFAs using existing and alternative development standards (task 2.6) to produce the technical memos of this work. This analysis will help to determine if candidate CFA boundaries should be adjusted.

Consultant may refer to the “Climate Friendly Area Designation Methods Guide” provided by DLCD as the basis for assessing and analyzing CFA zones for the City and portion of Marion County within the Salem-Keizer Urban Growth Boundary (UGB).

### **2.1 Identify Housing Needs within CFAs**

Consultant shall prepare a draft Technical Memo #1 identifying the estimated dwelling unit requirements of the CFA(s) per the 30 percent of total units (per rule section 0315(1)), as well as 40 percent of total units. The analysis shall be based on the City’s most recently adopted Housing Needs Analysis (HNA) or Housing Capacity Analysis (HCA) to identify existing housing units and needed housing. (If the City does not have an adopted HNA/HCA, the City shall use best available sources such as Census and Portland State University Research Center population projection).

The technical memo will describe the data and process to calculate the amount of required housing in CFAs to meet the 30 percent requirement in OAR 660-012-0315(1) for the City. Preliminary

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estimates (for the purposes of scoping) of future housing and housing unit requirements in CFA are shown in table 1 below but will be subject to revision as part of this task<sup>1</sup>:

**Table 1:** Preliminary Estimates of Housing Units in CFAs by Jurisdictions.

	Existing Housing 2020	Share of the Salem UGB	Future housing need	<b>Total Housing Units (HU) at Horizon year</b>	HU in CFAs (30% of total)	HU in CFAs (40% of total)*
Keizer - City Limits Only	15,268	n/a	3,820	<b>19,088</b>	5,726	7,635
Salem- City Limits Only	67,213	81%	18,987	<b>86,200</b>	25,860	34,480
Marion County inside UGB	14,228	19%	4,368	<b>18,596</b>	5,579	7,438
* The 40% calculation is to develop a larger initial set of candidate CFA areas, from which to analyze in tasks 2 and 3 and later reduce in Task 5.1.						

### **2.2 Identify Initial sets of Candidate Climate-Friendly Area (for City of Salem)**

City of Salem staff will work with Consultant to identify initial candidate CFAs within their jurisdictions, meeting the size and locational criteria of OAR 660-012-0310(1). Consultant and the City will initially identify the most promising candidate CFA-type areas of their respective jurisdictions to accommodate approximately **40 percent** of the jurisdiction’s housing needs, as illustrated in the table 1. A description of this work and maps of the candidate CFAs for Salem will be put in draft Technical Memo #2

Note: These initial candidate areas will be taken through the process of housing capacity analysis and anti-displacement (Task 3 and 4, respectively). After Tasks 3 and 4 are completed, the City and Consultant shall coordinate on narrowing/refining the candidate CFAs so the City has **at least 30 percent** of the necessary housing units (as identified in Technical Memo #1) within CFAs, which will be documented in tasks 5.1 and 5.2 and Technical memo #8.

### **2.3 Identify Climate-Friendly Area Candidate Study Areas (within the Marion County part of Urban Growth Boundary, contiguous to the Salem or Keizer city limits)**

<sup>1</sup> The future housing need target numbers are from Keizer’s 2019 HNA and from Salem’s Our Salem 2019 HNA. Keizer’s horizon year is 2039 and Salem’s horizon year is 2035. The percentage share of the Salem portion of the UGB is the estimate of the current population that lives inside or outside of Salem city limit and still within the UGB. As Marion County has no HNA/BLI work representing the area inside the Salem-Keizer UGB, this is a method to estimate Marion County’s future housing need as a portion of the total future need already identified by the City of Salem’s previous HNA work.

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In addition to the work in Task 2.2, Marion County staff will work with City of Salem staff, City of Keizer staff as necessary, and the Consultant to identify one or more CFA areas in Marion County (contiguous to the Salem city limits or Keizer city limits - as per OAR 660-012-0310(1)(e) -- that meet the size and locational requirements of OAR 660-012-0310(1)(a)-(d). Per 660-012-0310(2), City of Salem, City of Keizer, and Marion County staff will coordinate on how these CFA area(s) will be used in the report to DLCD.

From this work, Consultant will prepare draft Technical Memo #3 identifying Marion County's candidate CFAs contiguous to the Salem or Keizer city limits.

### **2.4 Project Management Team Meeting #2**

Consultant and City staff shall hold Project Management Meeting #2 to discuss the drafts of Technical Memo #1, Technical Memo #2, and Technical Memo #3 so Consultant can prepare final versions of these memos.

### **2.5 Existing and Potential Development Standards Analysis**

Consultant will work with the City of Salem staff to summarize the current development standards for the City as they would apply to candidate CFAs, including applicable setbacks, allowed building heights, open space requirements, on-site parking requirements, and other parameters described in 012-0315-(2). In addition to the current development standards, the Consultant will work with the City to develop one alternative set of development standards, based on development standards that that the City anticipates will be needed for CFAs. From this work of summarizing current development standards and developing an alternative set of development standards, Consultant will prepare draft Technical Memo #4.

Consultant and City staff shall hold Project Management Meeting #3 to review draft Technical Memo #4. Based on that review, Consultant will revise draft Technical Memo #4

### **2.6 Dwelling Unit Capacity Analysis for CFAs**

*Note: the following is a general set of steps for the dwelling unit capacity analysis, based on the content in Rule 0315. It may be altered when the "Climate Friendly Area Designation Methods Guide" is finalized by DLCD.*

- a. Calculate the net developable area (NDA) for each candidate CFA. See 0315-(2)(a) for discussion of setbacks, building heights, on-site parking, open space, and similar regulations and work from task 3.1 and Technical Memo #4
- b. For each candidate CFA, apply the existing and alternative development standards from Technical Memo #4 to the NDA to calculate buildable square footage within the candidate CFA.
- c. Calculate the dwelling unit capacity of each candidate CFA based on parameters listed in 0315-(2) including: building height maximums and height bonuses; the assumption that

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residential dwellings shall occupy 30% of zoned building capacity; and average dwelling size of 900 square feet.

- d. Compare the dwelling unit capacities of CFAs from task 3.2.c to the identified housing need from Technical Memo #1.

From this work, Consultant will prepare **draft Technical Memo #5**. Consultant and City staff shall hold Project Management Meeting #4 prior to finalizing Technical Memo #5.

### **2.7 Additional Consultant/City staff meetings and PMT meetings**

This is to cover the expectation that for Task 3 there will be multiple one-one-one meetings (beyond the group PMT meetings) between the Consultant (COG) and City to review the designations of CFAs; refine alternative development standards; refine methodologies for calculating dwelling unit capacities; meetings between COG staff and DLCD’s provided consultant (CEC); and additional Project Management Team meetings if needed.

### **2.8 PMT meeting to discuss Adjustments to CFAs and development standards**

Based on public outreach and other processes used by the City, the PMT will meet (Project Management Team #5) to discuss desired changes to the CFAs and/or development standards. Following this meeting, Consultant will **revise Technical Memo #4 and Technical Memo #5** and send to the City. Following the City review and changes, Consultant will complete final versions of **Technical Memo #4 and Technical Memo #5**.

#### Task 2 City Deliverables:

- Meetings between City and Consultant to identify the initial set of CFAs for analysis;
- Coordination between Marion County staff, Salem staff, Keizer staff, and Consultant on CFA area(s) in Marion county and adjacent to city of Salem and city of Keizer for Task 2.3
- Attend Project Management Team Meeting #2, #3, #4, #5; and
- Provide feedback on draft Technical Memos for Consultant to prepare final memos.

**Timeline: September 2022 – May 2023**

### **Task 3: Anti-Displacement Analysis**

Objectives of this task: Identify plans for achieving fair and equitable housing outcomes within climate friendly areas.

Per 012-0315(4)(f), the Anti-Displacement analysis shall include “...analysis of spatial and other data to determine if the rezoning of potential climate friendly areas would be likely to displace residents who are members of state and federal protected classes. The local government shall also identify actions that may be employed to mitigate or avoid potential displacement.”

In this task:

- Consultant will provide GIS spatial analysis of the CFAs (task 4.1).

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- City of Salem staff will undertake the policy and strategy analysis, identifying policies and/or actions that may be employed to mitigate or avoid potential displacement (task 4.2).

### **3.1 Anti-Displacement Spatial Analysis**

The purpose of this task is to identify if candidate CFA designation within any of the studied areas would have a significant potential to displace members of state and federal protected classes. Consultant shall base this analysis on the Anti-Displacement Map layer provided by DLCD (or other state agency) that includes a typology of neighborhoods based on the following types of data:

- (1) Income Profile
- (2) People Vulnerable to Displacement
- (3) Precarious Housing
- (4) Housing Market Activity
- (5) Housing Demographic Change

The analysis of CFAs will determine the amount of overlap between each CFA and the neighborhood typology, with results in maps and data tables. For example, the overlay analysis may have results such as “City of Salem CFA #1 is an 100% Early Gentrification area; City of Salem CFA #2 is approximately 40% Late Gentrification area and 60% Active Gentrification area, etc.” Consultant will provide their analysis in draft Technical Memo #6.

### **3.2 PMT meeting to discuss Anti-Displacement Technical Memos**

Consultant and City staff shall hold Project Management Meeting #6 to review draft Technical Memo #6. Based on that review, Consultant will revise Technical Memo #6 to produce **Final Technical Memo #6**.

### **3.3 Anti-Displacement Policy and Strategy Analysis**

The purpose of this task is to identify and mitigate potential negative side effects of adopting Climate Friendly Area zoning for key populations. City staff shall use the results of Anti-Displacement Spatial Analysis and actions described in DLCD’s *Anti-Displacement and Gentrification Toolkit* to identify potential policies and/or strategies that could be employed to mitigate or avoid potential displacement. **City staff will be responsible for identifying potential policies and/or strategies.**

#### Task 3 City Deliverables:

- Attend Project Management Team Meeting #6
- Anti-Displacement Policy Strategies (from Task 3.3)

**Timeline: January 2023 – May 2023**

## **Task 4 - Prepare materials for Climate Friendly Area Designation Studies**



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Objective of this task: to develop the materials needed by City of Salem to create their Climate Friendly Area Designation Study they will submit to DLCD, as enumerated in 012-0315(4). **Submittal of the final report to DLCD will be the responsibility of the City.**

### **4.1 Determination (narrowing) of candidate CFAs to study-final CFAs to meet the 30 percent of needed housing; create maps of CFA - [0315(4)(a)]**

Based on earlier tasks to identify potential CFAs – plus the subsequent displacement analysis and public outreach -- City staff will work with Consultant to select the “study-final” CFA locations within its jurisdiction to include in the study report to be submitted to DLCD. (It is assumed that from the initial set of potential CFAs developed in task 2, City will narrow the number of CFAs and/or modify the boundaries of the initial CFA boundaries.) The selection of these study-final CFA locations and boundaries must cumulatively contain sufficient average buildable residential area to accommodate at least thirty percent of the total identified number of housing units necessary to meet all current and future housing needs over the planning period within each individual jurisdiction. Consultant shall prepare maps showing the location and size of these study-final CFAs and include in draft **Technical Memo #7**

### **4.2 Calculations of zoned residential building capacity and dwelling unit capacity - [0315(4)(b)]**

Based on the selection of study-final CFAs in task 5.1, Consultant shall calculate the zoned residential building capacity and resultant residential dwelling unit capacity within each potential climate friendly area. Consultant shall include the results in draft **Technical Memo #7**.

### **4.3 Preliminary Evaluation of Existing Development Standards and Potential Changes necessary to comply with OAR 660-012-0320 – [0315(4)(e)]**

Based on the work in Technical Memo #4 (existing and alternative development standards) and working with each local jurisdiction, Consultant will do a preliminary analysis summarizing whether existing development standards in the City will be sufficient to comply with OAR 660-012-0320 in potential climate friendly areas and/or if any changes are necessary to comply with OAR 660-012-0320. Consultant shall include the results in draft **Technical Memo #7** for the jurisdictions’ review.

### **4.4 Analysis of how each potential climate friendly area complies, or may be brought into compliance, with the requirements of OAR 660-012-0310(1)– [0315(4)(d)]**

Consultant will work with City staff to produce an analysis of how each potential CFA complies or may be brought into compliance with OAR 660-012-0310(1). Consultant shall include this analysis in draft **Technical Memo #7**.

### **4.5 Project Management Team Meeting #7**

Consultant and City staff shall hold Project Management Meeting #7 to discuss the draft Technical Memo #7. After feedback from the City, Consultant will prepare final versions Technical Memo #7.

### **4.6 City elements for final study to DLCD**

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The two other required elements of 0315(4) that are needed for the study report to DLCD are listed below. These will be the responsibilities of the City of Salem staff to complete.

- **0315(4)(c)** – A community engagement plan for the designation of climate friendly areas.
- **0315(4)(–)** - Plans for achieving fair and equitable housing outcomes within climate friendly areas, as identified in OAR 660-008-0050(4)(a)-(f) [see task 4.3 and Technical Memo #7.]

### Task 4 City Deliverables:

- Completion of elements - described in rule **0315(4)(c)** and **0315(4)(f)** - that are needed for the final report.

**Timeline: April 2023 – June 2023**

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## **Community Engagement Plan – Climate Friendly Area Designation – Kearns And West**

### **Project Objectives and Major Deliverables**

The project aims to create a community engagement plan for Climate-Friendly Area study, designation, and zoning work in the City of Salem, and to support the city in conducting meaningful community involvement during the study phase.

Particular attention must be paid to:

- Ensuring the public is meaningfully engaged in the decision-making process.
- Centering the voices of underserved populations in the process.

The Consultant shall use relevant information and methods from the DLCD *Putting the People in Planning* guide and current community engagement best practices to:

- Prioritize community-led engagement for the decision-making process with specific attention to underserved populations;
- Engage in outreach activities with underserved populations;
- Consider the effect of plans, policy, and public investments on underserved populations; and

Include decision-making factors that recognize historic and current inequities in order to reduce them.

### **Project Management Teams**

A Project Management Team (“PMT”), comprising a City Project Manager, Agency Project Manager, and a Project Manager from Kearns And West (Consultant), shall provide overall guidance for the project.

The PMT shall meet as specified by the statement of work (“SOW”) to coordinate logistics of the project and to give feedback to Consultant. PMT shall meet by telephone, video conference, or in person; each meeting shall not exceed two hours.

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The City will be responsible for leading any necessary planning commission and city council work sessions, staff reports, necessary public notices, and notifications.

### **Key Personnel**

Consultant acknowledges and agrees that Agency selected Consultant, and is entering into this contract, because of the special qualifications of Consultant’s key personnel. In particular, Agency, through this contract, is engaging the expertise, experience, judgment, and personal attention of **Sylvia Ciborowski** (“Key Personnel”). Consultant’s Key Personnel shall not delegate performance of the management powers and responsibilities that Key Personnel is required to provide under this contract to another (other) Consultant employee without first obtaining the written consent of Agency.

### **Agency Support**

To assist in the project, the Agency will provide GIS layers reflecting concentrations of underserved populations (as data are available), an Anti-Displacement Map, an Anti-Displacement Toolkit, a Climate-Friendly Area Community Engagement Blueprint, a draft public handout regarding Climate-Friendly Areas, and a list of potential key indicators to demonstrate progress over time to assist with the equity summary in Task 5.

Agency will also provide additional equity resources, including the [Climate Equity Blueprint](#), [Putting the People in Planning](#), (and [associated resources](#)), a guide to tribal engagement, [best practices guide to pronoun usage](#), basic information about Oregon’s history of inequities in land use and transportation, translation services for materials, and, as resources allow, interpretation services at meetings.

### **Task 1. Creation of Local Community Engagement Plans**

This task has two purposes. First, for the Consultant to confirm the objectives of the project and to refine the project schedule. Second, for the City to work with the Consultant to create a Local Community Engagement Plan to guide the actual engagement work.

#### **1.1 Overview Memos**

Consultant shall prepare Memo #1 that includes a project approach and identifies major milestones. The memo will be provided to the City one week prior to Project Management Meetings #1.

#### **1.2 Project Kick-Off; Review Community Engagement Plan Components**

Consultant shall schedule and conduct Project Management Team (PMT) Meeting #1 with the City to confirm project objectives, discuss issues, and approach.

The Meeting will be to review the DLCD Climate-Friendly Area Community Engagement Blueprint provided by the Agency, review and amend the worksheet for the City to complete, and to determine the Consultant and City responsibilities for completing a plan promptly.

That Blueprint will include a guide to selecting what level of influence community members have in the decision-making process, a worksheet on selecting which underserved populations should be engaged, guidance in engaging community-based organizations or other representatives of those populations, a guide to community engagement activity selection, sample event registration forms with demographic information, a media and public communications guide, a draft schedule, and any draft budget.

The schedule shall include high-level steps for the second phase of Climate-Friendly Area work – the designation and zoning – and more detailed steps for the Study phase with engagement activities under this contract.

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It shall also include high-level steps and cohesive narrative for both the scenario planning and transportation system plan updates that are also scheduled to occur over the next two to four years.

### **1.3 Draft Community Engagement Plans**

The City will work with the Consultant to complete a worksheet from the DLCD Climate-Friendly Area Community Engagement Blueprint for the Consultant. The Consultant shall schedule and conduct a 30 to 60-minute phone conversation to clarify answers.

Consultant shall interview 3-5 key City of Salem community leaders, including people representing underserved populations if possible, and as appropriate, an elected official. These interviews will inform the development of the Community Engagement Plan.

Consultants shall write a draft Community Engagement Plan for the City, based significantly on the Blueprint.

### **1.4 Final Community Engagement Plans**

The City shall review plan regarding engagement tools, schedules, messages, and audiences and provide the Consultant with suggestions for improvements within two weeks of receiving them. Consultant will review suggestions and incorporate edits as within one week of receiving comments from the City.

#### *Task 1 City Deliverables:*

*1.A Attend Project Management Team Meeting #1*

*1.B Review Community Engagement Plan*

*1.C Complete Worksheet for Community Engagement Plan Blueprint*

*1.D Review and comment on final Community Engagement Plan*

## **Contingent Task 2. Materials Review**

The purpose of this task is to make sure the core outreach materials to be used in conducting the community engagement tasks are accessible to the general public, provided in plain language descriptions, and translated where necessary. Translation services will be provided by the Agency as required.

Upon approval of Agency Project Manager (APM), Consultant shall conduct this task or subtasks as directed by the APM.

### **2.1 Draft Handout from Consultant**

Consultant shall customize a brief, one-to-four page public handout about climate-friendly areas identification, based on a template provided by the Agency, for each jurisdiction. It shall include images of development types that comply with Climate-Friendly Area requirements, dates of community engagement and adoption timelines, and contact information of the City's lead staff members.

Consultant shall provide the handout to the City for edits and corrections. The City will offer edits and corrections within one week of receiving it.

### **2.2 Final Materials from Consultant**

Consultant shall incorporate edits and corrections to handouts within one week of receiving them.

### **2.3 Draft Materials from the City**

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The City may provide up to five pages of additional project materials to consultant for review. Consultant shall review materials to ensure readability and facilitate discussions about potential locations for Climate-Friendly Areas and provide suggested edits within ten days of receipt.

### *Task 2 City Deliverables:*

- 2.A Review and Edit Draft Handout from Consultant; and*
- 2.B Provide additional project material to Consultant if available.*

### **Task 3. Implement Community Engagement Plans**

This task implements the Community Engagement Plan developed in Task 1.

#### **3.1 Schedule and conduct engagement activities with underserved populations**

Consultant shall coordinate with the City to implement a subset of strategies selected while developing the community engagement plans, potentially including:

- attendance and presentation at pre-existing meetings of Community-Based Organizations
- focus groups
- one-on-one interviews
- on-line surveys
- intercept surveys
- creation and facilitation of an advisory committee
- attend other community events (farmers markets, events in the park, celebrations, etc.)

In doing so Consultant and the City shall gather, collect, and value lived experience, qualitative, and quantitative information from the community on how climate-friendly area designation could benefit or burden underserved populations.

Consultant shall solicit specific examples of localized land use and transportation problems impacting underserved communities, and how a proposed change might benefit or burden underserved populations.

Consultant shall have contingent funds to provide financial support to participants from underserved populations as needed to ensure participation. Such funds may be dispersed upon authorization of the Agency Project Manager.

Consultants shall provide examples of key past land use, transportation and other decisions that allowed specific climate disruption and racism-based problems to occur in the locations they have.

Consultants shall assess potential impacts of future development in Climate-Friendly Areas, sharing the Anti-Displacement Map provided by the Agency.

Consultants shall solicit feedback on specific strategies to create greater equity and minimize negative consequences, such as those in the Anti-Displacement Toolkit provided by the Agency.

#### **3.2 Schedule and conduct broader engagement activities**

Consultant shall schedule and conduct no fewer than two broader community engagement activities in the City. Activities for Marion County shall be conducted at events with the City of Salem. At least one activity shall be held in person, and at least one shall allow virtual participation. These activities shall be held at varying times of day and locations, with a specific effort to make them accessible to underserved populations, including those using non-English primary languages, people with disabilities, and renters or people experiencing homelessness.

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During the activities, Consultant shall solicit specific examples of localized climate-change and racism-based problems impacting underserved communities, particularly related to land use and transportation. Consultant shall inquire how the proposed Climate-Friendly Area changes could benefit or burden underserved populations.

### **3.3 Project Management Team Meetings #2 and #3**

Consultant shall schedule and conduct PMT Meetings #2 and #3 at appropriate times to share learning from community engagement efforts as they are occurring. PMT Meetings #2 shall occur after Task 1 is complete but prior to community engagement. PMT Meetings #3 shall happen after some but not all community engagement efforts have occurred.

Consultant shall send out agendas at least one week in advance of said meetings and notes within one week after the meeting. The City will attend PMT meetings.

### **3.4 (Contingent) Project Management Team Meeting #4-6**

Upon approval of Agency Project Manager (APM), Consultant shall schedule and conduct between 1 and 3 additional PMT meetings at appropriate times to discuss community engagement work and adjust as needed.

Consultant shall send out agendas at least one week in advance of said meetings and notes within one week after the meeting. The City will attend PMT meetings. Meetings shall last no longer than one hour.

#### *Task 3 Consultant Deliverables:*

*3.A Attend PMT Meetings #2 and #3*

*3.B Attend PMT Meeting #4-6 (if necessary)*

## **Task 4. Report Back from Engagement Efforts**

This task reports back from engagement efforts.

### **4.1 Report Back from Engagement Efforts**

Consultant shall provide one-to-four page summary of the community engagement efforts. Summary shall include what was heard, and what changed in response to that input for each jurisdiction. Each summary will include multiple images.

*No City Deliverables required for this task.*

## **Task 5. Summary of Equity Issues**

This task summarizes equity issues raised during community engagement activities and next steps.

The City will report the information learned from equity questions asked during the community engagement activities in Task 3.

The summary will list unresolved equity issues.

The summary will explain how the feedback heard during Task 3 and summarized in Task 4 will inform future work to identify, select and adopt climate-friendly areas, and potential anti-displacement strategies to be taken in response.

The summary will include potential key indicators to measure progress over time, as required under OAR 660-012-0135.

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## Task 6. Update of Community Engagement Plan

The City will update its Community Engagement Plan as appropriate to prepare for the Climate-Friendly Area zoning and designation work required in the second phase.

### TIMELINE

#### Task 1 – Community Engagement Plan Creation

Memo – Project Scoping	No later than July 31, 2022
PMT meetings #1	No later than August 20, 2022
Draft Community Engagement Plans	No later September 16, 2022
Final Community Engagement Plans	No later September 30, 2022

#### Task 2 – Materials Creation

Draft materials for engagement	By October 14, 2022
Final materials for engagement	By October 28, 2022

#### Task 3 – Community Engagement Activities

PMT meetings #2	By October 7, 2022
Engagement activities with underserved populations	October 2022 – May 2023
Community engagement activities	October 2022 – May 2023
PMT meetings #3	By March 1, 2023
Contingent PMT meetings #4, #5, #6	By June 30, 2023

#### Task 4 – Report Back

Report summaries on engagement	By June 16, 2023
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#### Task 5 – Report back on equity analysis

Report back on equity analysis	By July 31, 2023
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#### Task 6 – Update of Community Engagement Plan

Update of Plan as needed

### XI. OTHER CONSIDERATIONS

Except as provided herein, nothing in this agreement shall be construed as obligating the other party to expend funds or obligate future payment of money authorized by law and administratively available for this work.

### SIGNATURE BLOCK

City Of Salem

\_\_\_\_\_  
Keith Stahley, City Manager

\_\_\_\_\_  
Date

**DLCD IGA #21089 – City of Salem –Climate Friendly Area Study**

**Department of Land Conservation & Development**

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Brenda G. Bateman, Ph.D., Director

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Date