



**REQUEST FOR PROPOSALS FOR LEGAL SERVICES**  
**WASHINGTON COUNTY COMMUNITY DEVELOPMENT AGENCY**  
February 26, 2024

**Introduction**

The Washington County Community Development Agency (the Agency) is inviting interested law firms with experience representing housing and redevelopment authorities and economic development authorities to submit written proposals to provide legal services for the Agency. The Agency is seeking proposals for general counsel as well as firms practicing in the areas of public finance, real estate, government relations, and appellate law. Contracts for service may start as early as May 2024. The Agency anticipates the original contract will be three (3) years in length with an option to extend an additional two (2) years. The firm or firms will be selected by the Agency’s Board of Commissioners and will work closely with the staff of the Agency.

**Background**

The Washington County Community Development Agency helps communities across the county achieve their housing and economic development goals. Our mission is to promote community and economic development, and provide and maintain affordable, decent and safe housing opportunities in Washington County. The Agency was established in 1974 pursuant to a special enabling law, and was organized by the Washington County Board in 1981. The Agency has all the powers and duties of a housing and redevelopment authority and of an economic development agency.

The Agency is empowered under state statute to initiate a broad array of housing, economic and community development programs to address the varying needs of the jurisdictions within the County. Attachment A provides an overview of the Agency’s programs and services including recent accomplishments, activities and initiatives. The Agency serves as a partner with local communities and provides ongoing resources, information and technical assistance for housing, economic and community development activities including offering various government programs.

The Agency operates under a seven-member Board of Commissioners, which are appointed by the Washington County Board of Commissioners. Five of the seven commissioners represent a district that matches the boundaries of the County Commissioner districts. One commissioner is an “At-Large” position, and the remaining commissioner is a “Public Assistance Commissioner” (or sometimes referred to as a Resident Commissioner. The “At-Large” position has been historically filled by a member of the County Board. Once appointed, the Agency’s Board of Commissioners exercises all oversight responsibilities including but not limited to matters of programs, personnel, management, finance, and budget. The Agency’s Board of Commissioners is responsible for the hiring of the Agency’s Executive Director, whose responsibility it is to carry out the policies of the board, to oversee the day-to-day operations of the Agency, and to act as hiring manager.

The Agency currently employs 35 people full-time in five departments: 1) Housing Assistance; 2) Finance; 3) Community Development; 4) Administration; and 5) Economic Development. Current initiatives are described in the next section. Staff who work with this requested legal counsel are primarily the department directors, community development staff, and executive director.

**Financial Status**

The Agency has an annual operating budget of just over \$28 million. Revenue sources include rents, federal and state grants, and special benefit tax levy. The Government Finance Officers Association of United States and Canada awarded the Agency a Certificate of Achievement the Authority for

Excellence in Financial Reporting every year since 2004. Agency financial statements are available on the agency website at [www.washingtoncountycda.org](http://www.washingtoncountycda.org)

The Agency is considered a discretely presented component unit of Washington County, Minnesota, since the Washington County Board of Commissioners appoints the Agency's Board of Commissioners and Washington County has a potential obligation relating to certain housing development bonds issued by the Agency. These bonds carry a general obligation pledge of the County, which enables the Agency to obtain lower borrowing costs for the purpose of financing the construction of housing facilities within the County.

Approximately 37% of the Agency's revenues comes from rents collected from its portfolio of rental properties. The Agency wholly owns and operates fifteen properties with over 950 units including 377 senior units, 569 family units and 40 Public Housing units. The Agency is the managing member of an additional 188 units across 3 properties; 121 senior units (funded with tax exempt, private activity bonds and 4% tax credits) and 67 family units (funded with 9% tax credits). The Agency currently contracts out for property management services of all properties.

Approximately 32% of the Agency's revenues are grant resources. The Agency has several federal grant contracts with the U.S. Department of Housing and Urban Development (HUD). Contracts include Community Development Block Grant (administering on behalf of Washington County), HOME Investment Partnerships (administering on behalf of Washington County), Public Housing, Housing Choice Voucher (including Veterans Affairs Supportive Housing, Family Unification, and Mainstream programs), Family Self-Sufficiency, and Comprehensive Housing Counseling (through Minnesota Homeownership Center as intermediary). The Agency has several state grants including the Statewide Local Housing Aid (administering on behalf of Washington County), State Rental Assistance Program (expected in 2024), Bridges rental assistance program, Rehabilitation Loan Program, and Emergency and Accessibility Loan Program. The Agency has an agreement with Washington County to administer its Local Affordable Housing Aid, funded through a metro area sales tax. The Agency is a sub-allocator of Low-Income Housing Tax Credits and has a gap financing program. The Agency is not an entitlement bond issuer.

The Agency collects a special benefit tax levy, which accounts for approximately 22% of the Agency annual revenue. The current amount is 68% of the maximum allowed. The levy funds bond debt service and coverage, capital improvements, the Agency's GROW Fund - a gap financing program, new affordable housing development, pre-development financing fund, and Open to Business program.

### **Major Agency Initiatives**

The Agency adopted a Strategic Plan which identifies the priorities guiding the work between 2023 and 2027 (Attachment B). Initiatives may include, but are not limited to:

- Completion of the development of an emergency housing services building. The Agency is the developer of a facility to be owned by Washington County which will provide temporary shelter to adults without minor children experiencing homelessness. The development is expected to be submitted for watershed and city approvals spring 2024, bid out in summer 2024, and open in summer 2025.
- Acquisition of supportive housing units. The Agency has a purchase agreement with a local non-profit to acquire a 6-unit supportive housing residence. The Agency will make a final decision in the next 60 days.
- Development of new program policies. The Agency expects to create new programs related to the preservation of naturally occurring affordable housing (NOAH) properties, expansion of

home improvement loan program, financial assistance to manufactured housing communities, and land-banking for future development of affordable housing.

- Financing of capital improvements. The Agency plans to finance capital improvements at its properties over the next two to three years by individual property or group of properties.
- New construction of deeply affordable apartments. The Agency plans to develop a 60-80 unit apartment development in the next five years. The Agency works collaboratively with cities within Washington County to acquire land for the purpose of constructing new affordable housing developments.
- Financing of affordable rental developments. The Agency anticipates 1-3 applications for 4% Low Income Housing Tax Credits annually and will hold a request for proposals in July 2024 for a competitive allocation of its 2025-2026 Low Income Housing Tax Credits. The Agency anticipates receiving additional financing applications for the creation or preservation of affordable housing units from other Agency resources as well.

### **Scope of Legal Services**

The Agency will consider proposals for each of the services below, separately or any combination of services listed including all.

- 1) General Counsel
- 2) Bond Counsel
- 3) Public Finance
- 4) Real Estate

### **Legal Services Requirements**

To follow are the primary responsibilities for each service area:

- 1) General Counsel Services, including but not limited to:
  - a. Ongoing advice and consultation on Open Meeting Law, Data Privacy Act, and record retention practices.
  - b. Research and submit legal opinions on various matters as requested.
  - c. Provide written updates on new state or federal legislation or judicial decisions impacting the Agency and suggested action or changes in operations or procedures to assure compliance.
  - d. As needed and directed, attendance at Agency's Board of Commissioners meetings (primarily third Tuesday of each month).
  - e. Ongoing advice and consultation on the Fair Housing Law and Minnesota Human Rights Act, especially in regard to program policy development and day to day activities in the Agency's rental assistance and homeownership programs.
  - f. Prepare and/or review property management agreements with the property management company, as needed.
  - g. Ongoing advice and consultation on appellate law, especially pertaining to the Section 8 Housing Choice Voucher Program including preparing findings of fact and submitting appeals to the Minnesota Court of Appeals as directed.
  - h. Ongoing advice and consultation on employment law, including discrimination, harassment, etc. (this service does not include collective bargaining law and representation).

- i. Ongoing advice and consultation on public bidding and construction law.
  - j. Lobbying activities on behalf of the Agency at the state legislature on matters that may affect the Agency.
  - k. Litigation matters may include matters affecting all aspects of the Agency's programs, including but not limited to, appeals on Section 8 Housing Choice Voucher terminations, contractual disputes, employment related matters, fair housing or property management related matters, etc. The Agency is not, at present, a named party in a lawsuit.
- 2) Bond counsel services pertaining to the issuance of the full spectrum of taxable and tax-exempt bonds as regulated by state and federal law pertaining to housing development activities, including but not limited to preparation and review of bond financing documents, issuance of opinions, and working with underwriter, financial advisor, trustee, and bondholder if necessary, assisting with compliance activities, conduit policy development etc. The Agency may issue bonds to fund development of Agency-owned housing units and of privately-owned housing units.
- 3) Public finance law specifically including preparation of Redevelopment Plans, Project Areas and Tax Increment Financing Plans, tax abatement programs, housing finance programs such as HOME, CDBG, local Housing Trust Funds, and Low-Income Housing Tax Credits, economic development programs, special tax levy and other typical public finance tools. Ongoing advice and consultation on Low Income Housing Tax Credit representing the Agency as a sub-allocator, including legal review of annual Qualified Allocation Plan and Program Compliance Manual, legal review tax credit applications, preparation of reservation and carry over agreements, 8609 forms, and all other legal matters.
- 4) Ongoing advice and consultation on real estate development and redevelopment initiatives including environmental law as it pertains to real estate transactions. Prepare and/or review real estate purchase/sale documents. Prepare and/or review joint powers agreements, development agreements, redevelopment contracts, or other legal agreements regarding real estate transactions. Knowledge of environmental laws pertaining to polluted properties, state and federal programs, liability matters is essential. Knowledge and experience of state and federal law regarding relocation requirements is also an essential component for consideration.

### **Proposal Submittal Instructions**

Responses must provide complete information as described in this request. Questions about this RFP may be made to Melissa Taphorn, Executive Director at [MelissaT@washingtoncountycda.org](mailto:MelissaT@washingtoncountycda.org) or 651-202-2821, prior to submission deadline.

The Agency reserves all right to accept or reject any or all proposals. Any proposal received after 4:00 PM on March 15 will not be considered. Any modification of a proposal must be submitted prior to the deadline, except a modification resulting from the CDA's request for a "best and final offer." Proposals may be withdrawn by written notice, including email, received at any time before award.

**An electronic copy must be submitted by 4:30 pm on Friday, March 15, 2024 to [MelissaT@washingtoncountycda.org](mailto:MelissaT@washingtoncountycda.org).**

## Required Proposal Elements

- **PROPOSED SERVICES.** Provide a list that clearly states which of the requested services the firm proposes providing.
- **FIRM DESCRIPTION.** Describe the nature of the law firm's practice. Describe why the firm is qualified to provide the services requested by the Agency.
- **CAPACITY AND TRAINING.** Describe the overall capabilities, qualifications, training, and areas of expertise for each of the principals, partners, and associates of the law firm who will serve the Agency for each service area. Include any proposed staffing changes should the Agency's legal services contract be awarded. Please include the information below:
  - Identify the individuals who will be designated to serve the Agency in each service area including the length of employment for each person, and her/his area of specialization. Additionally, identify personnel who will handle litigation matters.
  - For each identified individual, a description of all instances of discipline against that attorney by the official disciplinary body of any jurisdiction during the preceding five years. This includes all disciplinary complaints and matters which resulted in the issuance of any public sanction, but not limited to, warnings, admonitions, reprimands, and suspensions.
  - Include legal training and number of years of practice, including date of admission to the Minnesota Bar Association, number of years of municipal, housing and redevelopment authority, economic development authority, public housing agency, or other local public sector law practice as a full-time local government attorney and/or in a private law office specializing in local government.
  - Identify relevant professional affiliations, including recent recognitions or awards.
  - Describe how the firm will manage the volume of Agency work so that the Agency can operate in an effective and efficient manner.
  - Describe office staffing, including all permanent employees, general duties, and work schedules.
  - Describe the firm's procedures for providing continuing uninterrupted quality service if staffing changes or if the requested scope of services is significantly increased.
  - Identify any foreseeable or potential conflicts of interest both public and private that could result from such representation and the manner in which you would propose to resolve such conflicts.
- **LITIGATION.** If the firm or any of the attorneys employed by the firm, have ever been sued by cities or other clients for malpractice, been the subject of complaints filed with the State Bar Association, or had discipline imposed by the State Bar Association, please provide information about the nature of the incident, the dates of when the matter began and concluded, and the results of the situation.

- **DEMONSTRATED EXPERIENCE.** For each service area proposed, provide, at minimum, information on three relevant projects, cases, and/or work products that directly relate to the Agency’s programs that demonstrate the skills, knowledge and capacity to represent the Agency.
- **HRA, EDA, PUBLIC SECTOR AND RELEVANT EXPERIENCE.** List all housing agency, economic development agency, public, and other relevant clients for which the firm currently provides services under a fee for services basis or on a retainer basis.
- **PROFESSIONAL REFERENCES.** Provide three professional references for the partner assigned to the Agency, including addresses and work telephone numbers. References should be currently employed public agency officials or agents.
- **COST FOR SERVICES.** Provide the pricing schedule proposed to charge the Agency for each service area the firm is proposing.
  - Describe how the firm intends to charge legal services, either on an hourly or fixed-fee basis. The Agency will not entertain proposals with retainer charges.
  - Any not-to-exceed amount, to be charged for professional fees under each method or alternate method designated.
  - Provide the hourly rates for all partners, associates and paralegals or other employee classifications that will be assigned to the Agency.
  - Identify the minimum increment of time billed for each service including phone calls, correspondence, and personal conferences.
  - Indicate all other costs and reimbursables including travel (per mile), telephone, printing, photocopying, etc.
- **MALPRACTICE INSURANCE.** Provide the level of malpractice insurance carried, including the deductible amount, to cover errors and omissions, improper judgements, or negligence.

**Conditions Regarding Process**

The Agency will not reimburse any expenses incurred by the firm submitting responses including but not limited to, expenses associated with the preparation and submission of the response and attendance at interviews.

The Agency reserves the right to reject any and all proposals, to request additional information from any or all firms, and to suggest modifications to the terms and conditions or a retainer agreement from that offered by a firm.

**Public Record/Confidentiality**

Information supplied by each firm to the Agency is subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the “Act”). Responses submitted become a matter of public record as set forth therein. Such information shall become public unless it falls within one of the exceptions in the Act. If the firm believes any non-public information will be supplied, the firm shall take reasonable steps to identify and provide reasonable justification to the Agency regarding which data, if any, falls within the exceptions to the Act. However, the firm agrees as a condition of

submitting a response that the Agency will not be held liable or accountable for any loss or damage which may result from a breach of confidentiality as may be related to the response submitted. The Agency will not consider any cost information and references submitted by the firm to be non-public, confidential or trade secret material. Simply stating that the document is confidential or making a blanket claim of confidentiality without proper supporting justification is also not a valid reason to declare the document confidential.

### **Evaluation and Selection Process**

Proposals will be screened and evaluated by the Executive Director and department directors, who will provide a recommendation to the Board of Commissioners for selection. Top candidates may be interviewed. The criteria for evaluating the proposals are listed below in order of importance and weight given to them in evaluating each proposal:

- 1) Demonstrated depth and breadth of firm experience, expertise of the proposal team and lead attorney(s) in the practice of law proposed, as evidenced in the proposal.
- 2) Outcome of reference checks and oral interviews (if conducted) that demonstrate the capabilities for the area of law proposed.
- 3) Cost of services.
- 4) Ability to staff and perform legal services promptly and in a manner that permits the Agency to operate in an effective and efficient manner.
- 5) Lack of current or potential conflicts of interest with clients who do business with the Agency.

### **Proposed Agreement**

The selected firm(s) will enter into an agreement(s) which will identify the terms of the engagement, which will then be approved by the Agency's Board of Commissioners. Firms will be required to provide appropriate insurance. Other terms, as appropriate, will be discussed. Attachments C and D provide the requisite forms from the federal government (HUD 5369-B and 5369-C).





### **Publicly Owned Housing**

Ownership and operation of 1,160 units of affordable housing, senior housing units and workforce housing units, helps the Washington County CDA with its goal of sustaining long-term housing affordability. Fifteen percent of the units are subsidized through federal programs that set rents based on a tenant's income.

### **Tenant-Based Rental Assistance**

Affordable housing is put within reach of families through a variety of state and federal rental assistance programs: Housing Choice Vouchers (Section 8), Shelter Plus Care, and Bridges. Residents find housing in the private market and pay rent based on income, with the CDA administering subsidy dollars to fill in the gap.

### **Housing Finance**

The creation and rehabilitation of affordable housing, redevelopment, and other community development initiatives are supported through housing tax credits, bonds, and Tax Increment Financing. The CDA is the sub-allocator of the tax credits for our county which is a key tool to raise private equity for affordable rental developments. The CDA is also able and authorized to establish site-specific tax increment financing (TIF) districts for housing and redevelopment.

### **GROW Fund**

Critical housing and redevelopment initiatives are supported through the GROW Fund. The GROW Fund is a levy-supported local housing trust fund that helps communities to meet requirements by private developers and the state for local investment in qualified projects.

### **Home Improvement Loan Programs**

The Washington County CDA administers a number of loan programs that can help you to finance critical improvements to your home. These funds can be used for just about anything that makes your home safer or more energy efficient. Through a partnership with the Public Health & Environment Department, the CDA provides loans, and grants for income-qualified households, to help our rural residents update their noncompliant subsurface sewage treatment systems.

### **Homebuyer Financing**

Affordable mortgages are available to Washington County residents through participating lenders in the Minnesota Cities Participation Program (MCPP). First time homebuyers must meet median income limits and interest rates are kept low by funding mortgages through a bonding allocation.

### **Homebuyer and Homeowner Education and Counseling**

Homebuyers are prepared for successful homeownership through the CDA's educational workshops and professional counseling. The CDA is a HUD-approved housing counseling. Counseling is available to Washington County homeowners struggling with their mortgage payments, refinancing their mortgages, or seeking a reverse mortgage.

### **Community Development**

A wide variety of projects can be funded under the community development banner of CDBG and HOME programs. Home rehabilitation and crisis assistance for those at risk of homelessness are two of the most important. Funds also support initiatives in the areas of homebuyer assistance, affordable rental housing, property acquisition, public infrastructure improvements, and the development of facilities like food shelves or centers for persons with disabilities.

### **Economic Development**

The CDA is a go-to resource for information, incentives, technical assistance and development opportunities. Our focus is on business retention and expansion, along with bringing investment into the county and supporting quality of life initiatives.

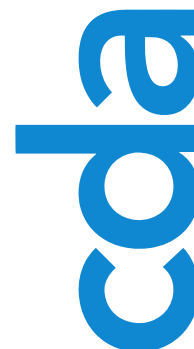






2023 – 2027

# STRATEGIC PLAN



WASHINGTON  
COUNTY  
Community  
Development  
Agency





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September 30, 2022

RE: Washington County CDA 2023-2027 Strategic Plan

To our Community Partners,

I am pleased to present to you the Washington County Community Development Agency 2023-2027 Strategic Plan. It provides a multi-year blueprint to frame our market and stay focused on priorities responsive to the needs of Washington County.

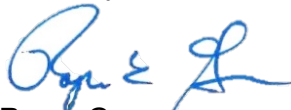
The Washington County CDA sees the benefits of defining the foundations of our work and having a shared vision of the future. This five-year plan lays out the current environment and our plans for how we will build a successful future for our residents and businesses to ultimately meet our mission:

*“To improve the lives of Washington County residents by providing access to affordable housing and supporting community and economic development in local municipalities.”*

Thank you to staff and leaders from Washington County, its municipalities, and other community partners that thoughtfully contributed to the development of this plan. When we bring our community together to build relationships, celebrate our collaborations, and honor people, we build positive momentum that can help us accomplish our goals.

I hope you'll partner with us to strengthen and increase the impact we have on our community. It's one more step in fostering a vibrant, prosperous, and growing County through extraordinary community development.

Sincerely,



Roger Green  
Chair, Washington County CDA Board of Commissioners

# EXECUTIVE SUMMARY

From February 2022 through May 2022, the Washington County CDA engaged in a strategic planning process. The process resulted in a strategic plan covering 2023-2027.

The plan consists of five **strategic priorities** — the issues of greatest importance to the Washington County CDA over the next five years. Associated with each priority is a set of **desired outcomes, key outcome indicators, and performance targets**, describing expected results and how the results will be measured. The plan also includes **strategic initiatives** that will be undertaken to achieve the targeted outcomes.

The planning effort began with an examination of the operating environment, Board interviews, Environmental Scan, Focus Groups, and a SWOT analysis. On May 5, 2022, the Board and senior management team held a day long strategic planning session where they established strategic direction, and confirmed the organization’s vision, mission, and values.

Based upon that direction, the senior management team met on May 17, 2022 to identify a set of strategic initiatives and develop detailed action plans. The strategic priorities, key outcome indicators, performance targets and strategic initiatives are summarized here and on the following page.



strategy

The Plan

## Five Strategic Priorities

- 1 FINANCIAL FLEXIBILITY
- 2 ECONOMIC VITALITY
- 3 EMPATHETIC, INTENTIONAL SERVICE
- 4 EXPANDED HOUSING OPPORTUNITIES
- 5 COMMUNITY PARTNERSHIPS



# STRATEGIC PLAN SUMMARY 2023–2027

## Washington County Community Development Agency

Strategic Priority	Desired Outcome	Key Outcome Indicator	Target	Strategic Initiatives
<b>FINANCIAL FLEXIBILITY</b> <i>"Sustaining a financially agile organization"</i>	Expanded revenue from non-traditional sources	- # of new sources	- 3 new revenue sources by 2027	a) Integrated CIP funding and implementation strategy b) Revenue expansion c) Develop strategy to deploy local resources
	Fully funded and maintained capital assets	- ___% of CIP funded - CIP debt issued - # projects completed	- Fully fund CIP by 2025 - >90% of planned CIP projects completed yearly	
	Local funds reflect strategic priorities	- Maximization of CDA funds	- Fully funded annual budget	
<b>ECONOMIC VITALITY</b> <i>"Supporting an economically vibrant County"</i>	County workforce needs are supported	- ___% of survey results - Workforce gaps addressed	- >75% of partners say CDA is a valued contributor to achieving workforce outcomes	a) Develop County-wide talent capacity strategy b) Evaluate collaborations w/ workforce c) Develop comprehensive business support program d) Expand programming for future site preparation
	Business expansion support	- Technical assistance delivered - Identified needs met	- 125 businesses/yr. receive technical assistance - >65% of identified business needs met	
	County-wide opportunity site support	- # of dollars deployed - # sites supported	- \$200,000/year deployed - Min. of four sites/year supported	
<b>EMPATHETIC, INTENTIONAL SERVICE</b> <i>"Understanding an individual's experience to guide our actions"</i>	Diverse organization fostering inclusive culture	- Diversity hiring goals met - Survey results confirm inclusive culture	- Diversity hiring goals met by 2027 - >85% surveyed confirm inclusive culture	a) Align DEI training w/ outcomes b) Develop comprehensive customer service standards c) Develop and implement customer service training
	An organization that demonstrates empathy	- Survey results confirm empathic service	- >75% surveyed indicate staff and close partners demonstrate empathy in service interactions	
	Program delivery that reflects intentionality	- ___% of programs meet standard - ___% satisfied clients	- All programs meet intentionality standards by 2027 - >75% client satisfaction	
<b>EXPANDED HOUSING OPPORTUNITIES</b> <i>"Addressing the County's affordable housing needs"</i>	Expanded supply of affordable housing	- # rental units at <60% AMI - # owned units at <80% AMI	By 2027, meet unit targets for: units at 30%-60% AMI; units at <50% AMI; rental units at <30% AMI; income-based rental units; owned units at <80% AMI	a) Create strategy to increase deeply affordable housing b) Develop a land banking strategy c) Create a strategy to reduce homeownership disparity d) Develop an affordable housing preservation plan e) Implement a landlord engagement plan
	Increased land supply for affordable housing	- # affordable sites owned	- 1 site purchased for 50 or more affordable housing units by 2027	
	Increased access to affordable housing	- Increase in availability of units targeted to historically underserved populations	By 2027, achieve targets for: landlord participation; new special needs units; homebuying program utilization by persons of color; homelessness set aside units	
	Preserve affordability of existing housing	- Net change in # of currently affordable units - # of homes rehabilitated	- <5% loss of currently affordable housing - 10% increase in home improvement loans	
<b>COMMUNITY PARTNERSHIPS</b> <i>"Collaborating to increase our impact"</i>	Positive partner relationships	- Positive Survey results - # of City presentations - Lack of opposition to proposals	- >80% partners & City staff confirm positive working relationship - >90% of affordable housing land use proposals approved by City Councils	a) Develop partner surveys b) Develop a legislative advocacy agenda c) Create a partner collaboration strategy d) Implement cohesive communications plan
	Increased community awareness	- # success stories shared - # partner contacts - Increase in program inquiries	- 10% increase in phone inquiries and website hits 2022-2027 - - 5 new partnerships formed	



## OUR VISION

To foster a vibrant, prosperous and growing County through extraordinary community development.



## OUR MISSION

Our mission is to improve the lives of Washington County residents. We do this by providing access to affordable housing and supporting community and economic development in local municipalities.



## OUR VALUES

### EMPATHY

We recognize, understand, and respond to the feelings and circumstances of others.

### PASSION

We find purpose and joy in our work.

### INTEGRITY

We act with honesty, impartiality, and respect for all.

### COLLABORATION

We learn from others and work together to achieve excellence.

### STEWARDSHIP

We responsibly and efficiently use the resources entrusted to us.

# Reviewing the Environment, Setting Strategic Priorities

An important part of the strategic planning process is a review of the current operating environment and an evaluation of the challenges confronting the organization. This was accomplished via a SWOT analysis--a process that examines the organization's internal strengths and weaknesses, as well as the opportunities and threats in the external environment. The results are displayed below.

## STRENGTHS

- Experienced/invested staff & ED
- Engaged and active Board
- Transparent & strong/stable finances
- Collaborative/responsive partnerships

## WEAKNESSES

- Staffing constraints
- Financial constraints
- Out of the CDA's control
- Facilities constraints

SWOT  
Analysis

- Collaboration with partners to achieve more
- Increase communication about issues and success
- Growing financial resources
- Adding to supply of affordable housing
- Support partnership/service providers efforts to end homelessness
- Attract and sustain businesses

## OPPORTUNITIES

## THREATS

- Change or loss of staff or leadership
- Political support/County Board support
- High cost of housing/land development
- Funding/economy
- Community collaboration/ City support



## STRATEGIC PRIORITY 1

# Financial Flexibility



### OUTCOME

Expanded revenue from non-traditional sources

### KEY OUTCOME INDICATOR

# of new sources

### TARGET

3 new revenue sources by 2027

### OUTCOME

Fully funded and maintained capital assets

### KEY OUTCOME INDICATOR

\_\_\_% of CIP funded, CIP debt issued, # projects completed

### TARGET

Fully fund CIP by 2025  
>90% of planned CIP projects completed yearly

### OUTCOME

Local funds reflect strategic priorities

### KEY OUTCOME INDICATOR

Maximization of CDA funds

### TARGET

Fully funded annual budget

## STRATEGIC INITIATIVES

- a. Integrated CIP funding and implementation strategy
- b. Revenue expansion strategy

- c. Develop strategy to deploy local resources

## STRATEGIC PRIORITY 2

# Economic Vitality



### OUTCOME

County workforce needs are supported

### KEY OUTCOME INDICATOR

\_\_% of survey results, workforce gaps addressed

### TARGET

>75% of partners say CDA is valued contributor to achieving workforce outcomes

### OUTCOME

Business expansion support

### KEY OUTCOME INDICATOR

Technical assistance delivered, identified needs met

### TARGET

125 businesses/yr. receive technical assistance  
>65% of identified business needs met

### OUTCOME

County-wide opportunity site support

### KEY OUTCOME INDICATOR

# of dollars deployed, # sites supported

### TARGET

\$200,000/year deployed  
Minimum of four sites/year supported

## STRATEGIC INITIATIVES

- Develop County-wide talent capacity strategy
- Evaluate collaborations with workforce

- Develop comprehensive business support program
- Expand programming for future site preparation

## STRATEGIC PRIORITY 3

# Empathetic, Intentional Service



### OUTCOME

Diverse organization fostering inclusive culture

### KEY OUTCOME INDICATOR

Diversity hiring goals met, survey results confirm inclusive culture

### TARGET

Diversity hiring goals met by 2027  
>85% surveyed confirm inclusive culture

### OUTCOME

An organization that demonstrates empathy

### KEY OUTCOME INDICATOR

Survey results confirm empathetic service

### TARGET

>75% surveyed indicate staff and close partners demonstrates empathy in service interactions

### OUTCOME

Program delivery that reflects intentionality

### KEY OUTCOME INDICATOR

\_\_% of programs meet standard, \_\_% satisfied clients

### TARGET

All programs meet intentionality standards by 2027  
>75% client satisfaction

## STRATEGIC INITIATIVES

- a. Align DEI training with outcomes
- b. Develop comprehensive customer service standards

- c. Develop and implement customer service training

# STRATEGIC PRIORITY 4

## Expanded Housing Opportunities



### OUTCOME

Expanded supply of affordable housing

### OUTCOME

Increased land supply for affordable housing

### OUTCOME

Increased access to affordable housing

### OUTCOME

Preserve affordability of existing housing

### KEY OUTCOME INDICATOR

# of rental units at <60% AMI, # owned units at <80% AMI

### TARGET

By 2027, meet unit targets for:

- units at 30%-60% AMI
- units at <50% AMI
- rental units at <30% AMI
- income-based rental units
- owned units at <80% AMI

### KEY OUTCOME INDICATOR

# affordable sites owned

### TARGET

1 site purchased for 50 or more affordable housing units by 2027

### KEY OUTCOME INDICATOR

Increase in availability of units targeted to historically underserved populations

### TARGET

By 2027, achieve targets for:

- landlord participation
- new special needs units
- homebuying program utilization by persons of color
- homelessness set aside units

### KEY OUTCOME INDICATOR

Net change in currently affordable units, # of homes rehabilitated

### TARGET

<5% loss of currently affordable housing  
10% increase in home improvement loans

## STRATEGIC INITIATIVES

- a. Create a strategy to increase deeply affordable housing
- b. Develop a land banking strategy

- c. Create a strategy to reduce homeownership disparity
- d. Develop an affordable housing preservation plan
- e. Implement a landlord engagement plan

## STRATEGIC PRIORITY 5

# Community Partnerships



### OUTCOME

Positive partner relationships

### KEY OUTCOME INDICATOR

Positive survey results, # of City presentations, lack of opposition to proposals

### TARGET

>80% partners & City staff confirm positive working relationship  
>90% of affordable housing land use proposals approved by City Councils

### OUTCOME

Increased community awareness

### KEY OUTCOME INDICATOR

# of success stories shared, # partner contacts, increase in program inquiries

### TARGET

10% increase in phone inquiries and website hits 2022-2027  
5 new partnerships formed

## STRATEGIC INITIATIVES

- Develop partner surveys
- Develop a legislative advocacy agenda
- Create a partner collaboration strategy
- Implement cohesive communications plan



## STRATEGIC PLANNING PARTICIPANTS

The strategic plan was developed with the hard work and dedication of many individuals. The Board led the way, taking time out their schedules to commit to long-term thinking. They defined a direction and a set of outcomes that are important to the citizens, businesses, and stakeholders with whom they partner and serve.

The Washington County Community Development Agency's senior staff supported the Board and offered challenges to conventional thinking.

### BOARD OF COMMISSIONERS

Roger Green, Chair

Steven Ryan, Vice Chair

Daniel Dingle, Secretary

John Belise, Member

Peg Larsen, Member

Fran Miron, Member/County Commissioner

Temmy Olasimbo, Member

Stan Karwoski, Alternate Member/County Commissioner

### STAFF

Melissa Taphorn, Executive Director

Aaron Christianson, Finance Director

Chris Eng, Economic Development Director

Ann Lindquist, Housing Assistance Director

Karly Schoeman, Deputy Executive Director

Alyssa Soderlund, Administration Director

### CONSULTANTS

Rapp Consulting Group

Craig Rapp

Mark Nagel

Craig Waldron



# Instructions to Offerors Non-Construction



## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.



(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

## 7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

## 8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

## 9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

**Please refer to the Washington County CDA Request for Proposals for Legal Services for offer/proposal submission instructions, and late submissions, modifications, and withdrawal of offers.**

# Certifications and Representations of Offerors

## Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

### 1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

(1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and

(2)  has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

(a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

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Signature & Date:

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Typed or Printed Name:

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Title:

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