

# AGENDA

Homes for Good Housing Agency

BOARD OF COMMISSIONERS

Location of the meeting:

Homes for Good Administrative Building

100 W 13<sup>th</sup> Avenue

Eugene, OR 97405



Zoom

This meeting will be conducted in person with option to join via public video call and conference line (see details below).

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Wednesday, October 26<sup>th</sup>, 2022 at 1:30pm

The October 26<sup>th</sup>, 2022 Homes for Good Board of Commissioners meeting will be held at the Homes for Good Administrative Building. It will also be available via a public video call with dial-in capacity. The public has the option to participate in person or by joining via video call or conference line.

Join Zoom Meeting:

<https://us02web.zoom.us/j/88069630164>

## 1. PUBLIC COMMENTS

(Maximum time 20 minutes: Speakers will be taken in the order in which they sign up and will be limited to 3-minutes per public comments. If the number wishing to testify exceeds 10 speakers, then additional speakers may be allowed if the chair determines that time permits or may be taken at a later time.)

## 2. COMMISSIONERS' RESPONSE TO PUBLIC COMMENTS AND/OR OTHER ISSUES AND REMONSTRANCE (2 min. limit per commissioner)

## 3. ADJUSTMENTS TO THE AGENDA

## 4. **COMMISSIONERS' BUSINESS**

## 5. EMERGENCY BUSINESS

## **6. EXECUTIVE SESSION**

The Homes for Good Board of Commissioners will hold an executive session pursuant to ORS **192.60(d)**, "To conduct deliberations with persons designated by the governing body to carry on labor negotiations." (Estimated time 15 minutes)

## **7. ADMINISTRATION**

**A.** Executive Director Report

**B.** Approval of 09/28/22 Board Meeting Minutes

**8.** PRESENTATION: Overview of Strategic Equity Plan and Quarter 1 Progress Report  
(Jacob Fox, Executive Director) (Estimated time 30 minutes)

**9.** PRESENTATION: The Executive Director Performance Evaluation Process  
(Ela Kubok, Communications Director) (Estimated time 15 minutes)

**10.** ORDER 22-26-10-01H In the Matter of Updating the Administrative Plan, Project Based Vouchers – Organization of the Waiting List  
(Beth Ochs, Rent Assistance Director) (Estimated time 15 minutes)

**11.** ORDER 22-26-10-02H In the Matter of Authorizing the Executive Director or Designee to Acquire Real Property in Florence Oregon to Develop Affordable Housing  
(Steven Ochs, Real Estate Development Director) (Estimated time 15 minutes)

**12.** ORDER 22-26-10-03H In the Matter of Authorizing the Executive Director or Designee to Apply for HOME funds and other local financing for the 13<sup>th</sup> Avenue Property in Eugene, Oregon  
(Matt Salazar, Project Developer) (Estimated time 10 minutes)

**13.** ORDER 22-26-10-04H In the Matter of Continuity of Operations Plan Contract Award Approval  
(Jasmine Leary, Executive Support Coordinator) (Estimated time 5 minutes)

**14.** ORDER 22-26-10-05H In the Matter of Professional Janitorial Services Contract Award Approval  
(Jasmine Leary, Executive Support Coordinator) (Estimated time 5 minutes)

## **15. OTHER BUSINESS**

Adjourn.

As last reported in the July ED Report, we are actively working with three organizational development consultants to support our continued transformation as an organization. Moss Adams has begun their assessment of our Accounting/Finance Department and is currently interviewing 14 staff members who work in Accounting/Finance or who frequently engage with these functions including all members of the Leadership Team. This assessment with the correlating recommendations for improvement is scheduled to be complete by the end of 2022. Government Leadership Solutions (GLS) has developed a scope of work specific to how we approach board development and we have a meeting scheduled with Char and the GLS team the week of October 24th to move this body of work forward. Tusk is in the process of developing a scope of work that will be focused on supporting the Equity Strategy Team as they oversee the implementation of the Strategic Equity Plan as well as supporting relationship building and collaboration between members of the management team.



Homes for Good is an active participant in the membership organization, Housing Authorities of Oregon (HAO), which is comprised the 22 public housing authorities (PHA) from across the state of Oregon. The primary participants in these meetings are executive directors and senior leaders and we most recently had a meeting in Hood River September 26th, 27th and 28th. Historically the focus has been to develop a legislative priorities for the Oregon Legislative sessions and engage with senior leadership from the Department of Housing and Urban Development (HUD) Portland Field Office and Oregon Housing and Community Services (OHCS). Over the past year the HAO meetings have shifted in focus to supporting Executive Directors in their efforts to prioritize diversity, equity and inclusion (DEI) efforts within their organizations and communities. Our meeting in Hood River focused on how to support the implementation of DEI efforts by PHA's across Oregon.

Sponsor's, Inc. and Homes for Good have a long standing partnership in support of proving an affordable home to people returning to Lane County after completion of a prison sentence. Through this partnership Homes for Good has built two affordable housing apartment communities, Roosevelt Crossing and The Oaks at 14th. Roosevelt Crossing was built in 2010 and the original agreement negotiated between leadership from both organizations at that time was when the Low Income Housing Tax Credit period expired after 15 years, ownership of the property would transfer from Homes for Good to Sponsor's, Inc. Also there is a property adjacent to Roosevelt Crossing that is currently owned by Homes for Good where Sponsor's, Inc. improved the property by building small homes on it. We want to flag for the Homes for Good Board that there will be future Board agenda items related to the transfer of these properties. On a related note earlier this year Sponsor's long time Executive Director, Paul Solomon, informed the Sponsor's Board that he planned to retire. Subsequently the Sponsor's Board initiated a national search for his replacement and I had the opportunity to interview the two finalists and provide my feedback on their professional backgrounds and my experience/perspective on how the interview went. The partnership between Homes for Good and Sponsor's, Inc. is of highest priority to us and we look forward to continuing this innovative partnership in support to people returning to Lane County after completion of a prison sentence.

HAs reported in last month's Executive Director report numerous Leadership Team members including myself are very focused on stabilizing the resident behavior and the financial wellbeing of The Commons on MLK. We have partnered with Lane County leadership to engage with senior leadership from ShelterCare, the supportive service provider, and Quantum, the property manager. Currently there are numerous meetings happening weekly focused on the stabilizing The Commons on MLK. The Keystone residents are doing well and there has not been any reported neighbor conflict over the past month. The Nel lease up is going very well. We have 35 of the 45 units occupied and Laurel Hill Center, the supportive service provider, and Quantum, the property manager are working very effectively together in support of the formally chronically homeless people who have moved into The Nel over the past two months.



# MINUTES

Homes for Good Housing Agency

BOARD OF COMMISSIONERS



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**Wednesday, September 28<sup>th</sup>, 2022, at 1:32 p.m.**

Homes for Good conducted the September 28<sup>th</sup>, 2022, meeting in person at the Homes for Good administrative building and via a public video call with dial-in capacity. The public was able to join the call, give public comment, and listen to the call.

## CALL TO ORDER

Board Members present: **Char Reavis, Heather Buch, Michelle Thurston, Justin Sandoval, Pat Farr, Kirk Strohmman, Chloe Tirabasso, Larissa Ennis, Joel Iboa**

Board Members absent: None

Quorum Met

### 1. PUBLIC COMMENT

None

### 2. COMMISSIONERS' RESPONSE TO PUBLIC COMMENTS AND/OR OTHER ISSUES AND REMONSTRANCE

*Kirk Strohmman asked about the procedures for public notice of Homes for Good Board meetings*

*Ela Kubok clarified that Public notice is given 6-7 days prior to the board meeting. Board meetings are scheduled annually and listed on the website. Anyone can sign up for email notifications of board meetings as well.*

### 3. ADJUSTMENTS TO THE AGENDA

None

### 4. COMMISSIONERS' BUSINESS

*Jacob Fox*

*We have a busy agenda, so I will support Char regarding time checks. Staff members presenting are aware to keep presentations succinct to allow for all agenda items to be discussed.*

### 5. EMERGENCY BUSINESS

None

### 6. EXECUTIVE SESSION

*The Homes for Good Board of Commissioners held an executive session pursuant to ORS 192.660(d), "To conduct deliberations with persons designated by the governing body to carry on labor negotiations."*

## **7. ADMINISTRATION**

### **A. Executive Director Report**

*Jacob Fox discussed a previous issue of timing and board approvals. Communication had been to residents regarding lease modifications prior to Board approval. A retraction was sent out to residents with a new communication released after the Board approval. The approved lease modifications were pushed back a month.*

*Jacob Fox discussed the real estate acquisition and land acquisition opportunities that come up in between scheduled Board meetings. Commitment of earnest for these opportunities are generally not more than \$50,000. As the Executive Director has the approval threshold of \$150,000 this is often a non-issue. Ultimately the Board approves all acquisitions. The following is an overview of potential acquisition opportunities:*

*Real Estate Division Director, Steve Ochs and Executive Director, Jacob Fox are reviewing a parcel of land in Cottage Grove. They intend to initiate the purchasing process by issuing a Letter of Intent.*

*Additionally, there is a 100-unit property in Springfield with expiring OHCS Afford Restrictions. The State would prefer this property to be affordable housing. Homes for Good has made an offer, therefore if and when the owner intends to sell the property, Homes for Good will be in a position to match other offers.*

*Jacob Fox noted that moving forward it would be beneficial to have a Real Estate Development Subcommittee consisting of some Board members and community members. This will encourage a more dynamic engagement in between scheduled Board meetings. December 2022 Board meeting will have an agenda item to discuss Real Estate Development.*

### **B. Approval of August 24<sup>th</sup>, 2022, Board Meeting Minutes**

Motion: **Michelle Thurston**

Second: **Larissa Ennis**

Discussion: *None*

#### **Vote**

Ayes: **Char Reavis, Heather Buch, Michelle Thurston, Justin Sandoval, Pat Farr, Kirk Strohmman, Chloe Tirabasso, Larissa Ennis, Joel Iboa**

Abstain: *None*

Absent: *None*

**The August 24<sup>th</sup>, 2022, meeting minutes were passed 9/0/0**

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## **8. ORDER 22-28-09-01H, In the Matter of Adopting the Fiscal Year 2022-2023 Budget**

*Finance Director, Jeff Bridgens discussed why the budget is higher in revenue and expenditure compared to last year. The reasons being:*

- *Increase in Rent Assistance Programs fully operating than in previous years, specifically the Section 8/Housing Choice Voucher Program (HCV)*
- *Increases in personnel expense*
- *The Keystone property is open and fully operational*

*There have been changes since the Board of Commissioners Work Session FY 2023 Budget on Wednesday, September 14<sup>th</sup>, 2022. The following changes are:*

- *The deficit in Rent Assistance was eliminated by shifting administrative costs from the Special Purpose Voucher Program to the HCV program costs.*
- *The deficit in Public Housing Properties was eliminated with the receipt of Short Fall Funding from Hud in the amount of \$109,000.*
- *The previously estimated developer fees were increased due to timing of receipt from FY22.*
- *The Central Office Cost Center budget will no longer necessitate the use of scattered site sale proceeds to offset the deficit due to reassessment of the timing of the receipt of developer fees*
- *Moving to Work (MTW) reporting will also permit opportunities for new regulatory relief and the potential of associated cost savings.*

*Pat Farr inquired if the shifting of funds will cause issues for next year's budget*

*Jacob Fox responded the Board will need to determine if it's sustainable for Homes for Good to be heavily dependent on the Real Estate Development developer fees.*

*Pat Farr inquired if the Agency has always depended on developer fees*

*Jacob Fox responded, based on community needs, Homes for Good has increased spending in development to provide housing/resources for community members.*

*Kirk Strohman inquired as to what the Agency is doing to ensure we have a sustainable Real Estate Development group and what the Agency is doing over the next year to increase that stability?*

*Jacob Fox responded, it's about continuing to develop as much housing as possible. PacificSource wants to set up a pre-development fund (from their OHA reserves). Which would eliminate pre-development and land acquisition costs from our organizational budget and all that Homes for Good would need to budget for is:*

- *Overhead costs*
- *Developer Fees*
- *Real Estate Development team personnel costs*

*Kirk Strohman expressed interest in the upcoming presentation from the Real Estate Development Division in December.*

*Chloe Tirabasso stated it's important to have diverse revenue streams and not be solely dependent on federal funding. In 6-8 months, Homes for Good will have a better perspective on funding levels from HUD.*

*Jeff Bridgens stated it will be important to look at the Administrative overhead capacity and costs and determine what Homes for Good is capable of taking on in terms of new projects and programs.*

*Jacob Fox noted that the Agency has historically said yes to opportunities. Moving forward the Agency needs to be more analytical moving forward in terms of new projects and programs over the next 2-3-years.*

*Chloe Tirabasso asked if Jacob Fox and Jeff Bridgens feel confident about the budget as it currently stands.*

*Jacob Fox responded that the current budget did not warrant major expense reductions, nor did it assume spending down the scattered site proceeds. To have a budget that doesn't include expense or staffing reductions is a positive outcome.*

*Jeff Bridgens echoed Jacob Fox's comment. Administrative expenses are primarily covered by the developer fees. Should the expected funding not come through then the Agency may need to reassess if it's right sized.*

*Steve Ochs added there will be a future pressure on developer fees and they could be realized this year.*

*Kirk Strohman expressed appreciation for the budget work session and suggested a Finance Subcommittee in the future.*

*Jeff Bridgens stated the Agency is asking for the adoption of budgeted expenditures which would allow for other financing sources of Agency's expenses.*

*Heather Buch shared how the Lane County Commissioners will review their budget quarterly and that might be a beneficial budget review cadence.*

*Jacob Fox added that the Agency utilizes Moss Adams and underwriting investors throughout the year for additional accountability.*

*Pat Farr expressed appreciation for the new governance and the questions asked.*

**Approval Of: ORDER 22-28-09-01H, In the Matter of Adopting the Fiscal Year 2022-2023 Budget**

Motion: **Michelle Thurston**

Second: **Heather Buch**

Discussion: *None*

**Vote**

Ayes: **Char Reavis, Heather Buch, Michelle Thurston, Justin Sandoval, Pat Farr, Kirk Strohman, Chloe Tirabasso, Larissa Ennis, Joel Iboa**

Abstain: *None*

Absent: *None*

**Board Order 22-28-09-01H was passed 9/0/0.**

**9. ORDER 22-28-09-02H, In the Matter of Approving the Public Housing Operating Budget for the Fiscal Year Ending September 30<sup>th</sup>, 2023**

*The budgets for Public Housing and the COCC were included in the Fiscal Year 2022-2023 budget. The approval of this order is for administrative purposes. The application for operating subsidy next calendar year require approval and signing of the HUD form.*

**Approval Of: ORDER 22-28-09-02H, In the Matter of Approving the Public Housing Operating Budget for the Fiscal Year Ending September 30<sup>th</sup>, 2023**

Motion: **Michelle Thurston**

Second: **Kirk Strohman**

Discussion: *None*

**Vote**

Ayes: **Char Reavis, Heather Buch, Michelle Thurston, Justin Sandoval, Pat Farr, Kirk Strohman, Chloe Tirabasso, Larissa Ennis, Joel Iboa**

Abstain: *None*

Absent: *None*

**Board Order 22-28-09-02H was passed 9/0/0.**



**10. ORDER 22-28-09-03H, In the Matter of Approving the Flooring Improvement Contract Award**

*The Agency would like to award The Flooring Company with a flooring improvement contract. The amount is over the signing authority of the Executive Director (\$150,000) and therefore requires Board approval.*

*This contract was solicited with an equitable lens – by offering to not only local businesses but Section 3, minority-owned, women-owned and/or emerging small business (MWESB). While the contract was not ultimately awarded to a Section 3 or MWESB business efforts were made to increase the diversity of those receiving the opportunity to bid.*

*Jacob Fox added that the Agency as part of their Strategic Equity Plan is working on equitable contracting in all aspects including who the Agency partners with.*

*Joel Iboa asked if the Board could be provided with an overview document of the Agency's procurement policy.*

*Jacob Fox responded that said document could be drafted and provided to the Board.*

**Approval Of: ORDER 22-28-09-03H, In the Matter of Adopting the Fiscal Year 2022-2023 Budget**

Motion: **Michelle Thurston**

Second: **Heather Buch**

Discussion: *None*

**Vote**

Ayes: **Char Reavis, Heather Buch, Michelle Thurston, Justin Sandoval, Pat Farr, Kirk Strohman, Chloe Tirabasso, Larissa Ennis, Joel Iboa**

Abstain: *None*

Absent: *None*

**Board Order 22-28-09-03H was passed 9/0/0.**

**11. ORDER 22-28-09-04H, In the Matter of Approving the 2022-2026 Capital Fund Program Five-Year Action Plan**

*This year's CAP plan grant increased \$314,000, totaling \$1.652 million. For the funds to be released to the Agency, the final requirement is Board approval. Several new projects were added to the plan building:*

- *Generators for high rise apartment complexes*
- *Parkview Terrace exterior window replacement (exterior)*
- *Cresview security measures*

*Jacob Fox expressed appreciation to the CAP team for getting the property improvement completed. Next the focus will be on improving the interior of the units. Regarding the budget we have the option to take funding from CAP and apply to the administrative overhead – but the Agency has opted not to at this time.*

*Heather Buch asked how the projects are submitted to HUD.*

*Jared Young answered EPIC breaks everything down by AMP (Asset Management Project) for HUD submission.*

*Kirk Strohman requested clarification on why the plan is renewed annually if it's a 5-year plan.*

*Jared Young clarified, it is a 5-year rolling plan with new projects added annually or on an emergency basis.*

Motion: **Michelle Thurston**

Second: **Larissa Ennis**

Discussion:

*Michelle Thurston expressed gratitude to the CAP team for involving the resident feedback.*

*Char Reaves echoed the sentiment.*

**Vote**

Ayes: **Char Reavis, Heather Buch, Michelle Thurston, Justin Sandoval, Pat Farr, Kirk Strohman, Chloe Tirabasso, Larissa Ennis, Joel Iboa**

Abstain: *None*

Absent: *None*

**Board Order 22-28-09-04H was passed 9/0/0.**

**12. ORDER 22-28-09-05H, In the Matter of Updating the Family Self-Sufficiency Program Action Plan**

*The plan is a required HUD document similar to the Section 8 Administration Plan or ACOP Public Housing document. Every Agency must submit an Action plan before enrolling new residents in the program.*

*HUD made changes to the program that would allow for more residents to be served including:*

- *Multi-family housing*
- *Residents within a household versus head of household*

*Larissa Ennis expressed gratitude and excitement for the resident impact.*

*Emily Yates agreed and expressed interest in using MTW as a resource in the future.*

*Chloe Tirabasso asked if Homes for Good tracks the outcomes for resident graduates.*

*Emily Yates explained that once people leave housing there's not many opportunities to track. It is something that Resident Services hopes to do with the MTW in the form of focus groups or past FSS participants. It would be ideal to demonstrate measurable success.*

*Jacob Fox added, this program has helped people buy homes, service debt etc. It's a program the Agency hopes to expand.*

Motion: **Michelle Thurston**

Second: **Kirk Strohman**

Discussion:

**Michelle Thurston:**

*Thank you again for keeping the residents involved for feedback and input.*

**Char Reaves:**

*Yes, thank you for being so gracious.*

**Vote**

**Ayes: Char Reavis, Heather Buch, Michelle Thurston, Justin Sandoval, Pat Farr, Kirk Strohman, Chloe Tirabasso, Larissa Ennis, Joel Iboa**

Abstain: *None*

Absent: *None*

**Board Order 22-28-09-05H was passed 9/0/0.**

**13. Other Business**

*None*

**Meeting adjourned at 3:23 p.m.**

*Board Minutes Taken By: Jasmine Leary*



# BOARD OF COMMISSIONERS AGENDA ITEM

**BOARD MEETING DATE:** 10/26/2022

**AGENDA TITLE:** Overview of Strategic Equity Plan and Quarter 1 Progress Report

**DEPARTMENT:** Executive

**CONTACT :** Jacob Fox

**EXT:**

**PRESENTER:** Jacob Fox

**EXT:**

**ESTIMATED TIME :** 30 minutes

- ORDER/RESOLUTION
- PUBLIC HEARING/ORDINANCE
- DISCUSSION OR PRESENTATION (NO ACTION)
- APPOINTMENTS
- REPORT
- PUBLIC COMMENT ANTICIPATED

**Approval Signature**

**EXECUTIVE DIRECTOR:**

A handwritten signature in black ink, appearing to be "JAF", is written over a horizontal line.

**DATE:** 10/18/2022

**LEGAL STAFF :**

**DATE:**

**MANAGEMENT STAFF:**

**DATE:**



# Strategic Equity Plan

**We have identified four  
main areas of focus for our plan:**

**Homes for Good's Strategic Equity Plan is unlike other strategic plans in that it infuses our Diversity, Equity, and Inclusion goals into a larger strategic plan for the Agency to make sure all of our efforts are steering us in the direction of more equitable and inclusive services.**

**Our Strategic Equity Plan is an annual plan that outlines our goals, and the actions we are going to take to achieve those goals. Each goal builds and transforms over a three year period and the steps to achieve those are evaluated and adjusted on an annual basis based on progress.**

## **Listen to our Communities**

Our Agency lives within the the sphere of our community, and can not be separated from that context. In order to be a responsible community organization, we must collaborate-- and most importantly listen-- to other organizations and people within our community. We must learn from their experiences and base operational changes on them to improve their experience. These goals focus on local partnership and collaboration.

## **Tell the Human Story**

The people we serve are the heart of our work. As a social service organization, we work for and with people. These goals focus on keeping a human-centered approach. They include efforts to gather participant feedback and use that in programmatic changes, amplifying those voices on our media platforms, and improved empathy and client interactions for non-client facing staff.

## **Create Pathways to Self-Sufficiency**

We usually associate "Self-Sufficiency" with our "Family Self-Sufficiency Program," but creating pathways to self-sufficiency looks to improve more than just one program. With these goals, we hope to make process and programmatic improvements to promote wealth building, and improve the mental and physical health of our all of our Residents and Program Participants.

## **Lead and Grow Ethically**

"Leading and Growing Ethically" means we will lead the way in creating a racially and socially just organizational culture. These goals focus on improving our employee experience, recruiting and retaining a diverse workforce, utilizing technologies to provide more access to our programs, and reducing the Agency's carbon footprint.



## Strategic Equity Plan

Quarter 1: July-September 2022

Progress Report

### Listen to our Communities

Our Agency lives within the the sphere of our community, and can not be separated from that context. In order to be a responsible community organization, we must collaborate-- and most importantly listen-- to other organizations and people within our community. We must learn from their experiences and base operational changes on them to improve their experience. These goals focus on local partnership and collaboration.

We will develop new client engagement systems to share with clients the programmatic improvements we are achieving, and we will seek guidance from our clients on how we can continue to make programmatic improvements based on direct feedback from the people we serve. We will intentionally focus this client engagement on clients from the BIPOC community clients with disabilities.

- FY23 Annual Plan process included more intentional resident/participant engagement with listening sessions
- DEI resource page added to quarterly resident newsletter
- Developing FSS focus groups for Oct 2022
- Focus groups held for insights into the waitlist experience for applicants and community partners

We will offer to develop new relationships with culturally specific organizations, organizations serving the BIPOC Communities and BIPOC leaders in Lane County.

- Hosted events at NAACP and Centro Latino Americano during Waitlist Connect
- Participated in 4J Hispanic Heritage Celebration, educated the community about access to
- In discussions with Centro Latino Americano regarding local preference for tenant based vouchers

We will continue to seek opportunities to support the non-profit network, local and state jurisdictions and the business community through preferences and partnerships.

- Revision of the MOU with HIV Alliance in process for tenant based vouchers to better capture the populations they serve
- Revised MOU complete for local preference with Lane Council of Governments for elderly and disabled
- Meetings held with Transponder and First Step Florence to discuss local preference

We will use specific instances of housing discrimination faced by our prospective and existing clients to identify trends in housing discrimination occurring in Lane County. We will pay careful attention to specific instances and trends of housing discrimination that are being experienced by people from the BIPOC community and people with disabilities.

- Collected data at WL Connect about housing situations
- Focus groups held to assess the waitlist/housing search experience for applicants. Focus group facilitated by Verb.
- Have engaged with community partners in Eugene and Florence to determine accessibility needs for The Coleman, Naval Reserve site, Florence and BOB. More engagements are scheduled for all projects.
- Focus group was held by Sponsors to determine accessibility needs at The Coleman.
- Accessible unit, community space inventory/survey completed by 3rd Part of all PH and 3rd Party managed properties. Analysis of survey is just beginning.



## Strategic Equity Plan

Quarter 1: July-September 2022

Progress Report

### Tell the Human Story

The people we serve are the heart of our work. As a social service organization, we work for and with people. These goals focus on keeping a human-centered approach. They include efforts to gather participant feedback and use that in programmatic changes, amplifying those voices on our media platforms, and improved empathy and client interactions for non-client facing staff.

We will translate our data into stories that educate our staff in a manner that grows our ability to be emphatic towards the challenges faced by people experiencing poverty in our apartment communities and rent assistance programs.

- FSS sharing success stories in newsletter monthly
- PSH listening sessions & resident engagement
- Waitlist focus group gathered vignettes from those we serve

Staff that don't engage with our clients as part of their core responsibilities will be provided the opportunities to be directly in service to increase empathy and understanding of the people we serve. All staff receive training on empathy and de-escalation for people experiencing trauma and crisis.

- Waitlist Connect volunteer opportunities
- Community Night Out volunteer opportunities
- Camp Rosenbaum opportunities

Homes for Good's external communication channels are used as a platform to share and amplify the stories of Homes for Good clients with an emphasis on clients from the BIPOC community and people with disabilities.

- Introduction series to the new board members via social media + website, including board members of color

Homes for Good will educate the business community about efforts to implement a Strategic Equity Plan to infuse equity into the culture and growth of our organization and our efforts to target our housing resources to communities most marginalized in our community with an emphasis on people from the BIPOC community and people with disabilities.

- Participated in panel discussion at Eugene Area Chamber of Commerce regarding homeless initiatives





## Strategic Equity Plan

Quarter 1: July-September 2022

Progress Report

### Create Pathways to Self-Sufficiency

We usually associate "Self-Sufficiency" with our "Family Self-Sufficiency Program," but creating pathways to self-sufficiency looks to improve more than just one program. With these goals, we hope to make process and programmatic improvements to promote wealth building, and improve the mental and physical health of our all of our Residents and Program Participants.

We will determine what funding resources would be necessary to make the Family Self Sufficiency program automatic enrollment program for any qualified client. Programmatic outreach will focus on BIPOC and Spanish speaking clients.

- Piloting auto-enrollment/opt out model at the Keystone
- Translating core FSS documents, outreach materials and contract of participation into Spanish
- Bilingual FSS Coordinator hired

We will communicate our goal of improving educational achievement for children and youth that are served by Homes for Good to education leaders in Lane County and seek their input and partnership in this effort.

- Increased youth programming, introduction of kids club and teen club, youth volunteers for summer lunch

We will determine how to continue to grow resident services supports including developing initiatives to improve the mental and physical health of residents living in our apartment communities with an emphasis on clients from the BIPOC community and clients with disabilities.

- Meyer Memorial funds for health related services at PSH sites
- Expansion of Resident Services to 3rd party managed sites
- New partnership with Cascade Mobility - free bikeshare memberships for participants

We will continue affordable housing production and the rehabilitation of existing affordable within the metro area and rural areas. We will experiment with housing types and scale for rural Lane County based on input from local residents and especially the BIPOC community.

- Have had community outreach events with Florence community partners to discuss and poll about housing types needed there.
- Beginning discussions with Centro Latino Americano and NAACP for partnerships and providing input on location and types of housing needed.
- Have started the equitable contracting initiative process which includes Section 3/MWESB and additional Homes for Good Strategies. Draft of the implementation plan is in progress and outreach meetings with all HFG departments have occurred. Recent partnerships to achieve the initiative include joining the Lane County Contracting Alliance for Diversity and Equity (CADE) and participating in the Oregon Association of Minority Entrepreneurs (OAME).



## Strategic Equity Plan

Quarter 1: July-September 2022

Progress Report

### Create Pathways to Self-Sufficiency

We usually associate "Self-Sufficiency" with our "Family Self-Sufficiency Program," but creating pathways to self-sufficiency looks to improve more than just one program. With these goals, we hope to make process and programmatic improvements to promote wealth building, and improve the mental and physical health of our all of our Residents and Program Participants.

Homes for Good's programmatic resources, like the Housing Choice Voucher Home Ownership Program, that are proven to build wealth have been assessed with the goal to increase wealth for clients from the BIPOC community.

We have developed the framework of a plan to expand client employment opportunities and expand the number of contracts we have with businesses owned by people from the BIPOC community and businesses owned by women.

- The equitable contracting initiative referenced previously includes a framework for expanding employment opportunities and contracts with businesses who meet Section 3/MWESB definitions including BIPOC owned businesses and women owned businesses.
- For recent service needs and procurements a staff member has reached out to BIPOC owned businesses. For example, when transitioning to a new auto repair company a staff member contacted BIPOC owned auto repair businesses in an attempt to create new business relationships. Another example, is using the State of Oregon MWESB business directory and reaching out to BIPOC businesses who we have not worked with before.



## Strategic Equity Plan

Quarter 1: July-September 2022

Progress Report

### Lead and Grow Ethically

"Leading and Growing Ethically" means we will lead the way in creating a racially and socially just organizational culture. These goals focus on improving our employee experience, recruiting and retaining a diverse workforce, utilizing technologies to provide more access to our programs, and reducing the Agency's carbon footprint.

We will focus on educating staff about our vision for a racially and socially just organizational culture. This education will leverage our current strengths related to compliance and organizational growth as we embrace newer elements of our evolving organizational culture to include social justice advocacy, individual DEI competence and the value and interdependence of human beings.

- \$633 spent on DEI resource materials for employee education via individual resource requests from January 1, 2022 to October 1, 2022
- GARE + Partners in Diversity memberships and training opportunities for staff

We will review hiring, promotion and retention practices with an emphasis on supporting the career growth for existing employees while also recruiting externally and attracting diverse talent including people from the BIPOC Community and people with disabilities.

- Identified a demographic shift from 17% of employees identifying as non-white in 2018 to 28.7% of employees identifying as non-white in October of 2022.
- Reviewed and charted employee turnover data from 2019 to present
- Reviewed and charted job applicant data by race and gender from 2019 - 2022.

We will develop a plan to expand our employee assistance program to include an emphasis on improving health outcomes, retirement outcomes, savings outcomes and educational outcomes.

We will collect and understand best practices for an organization wide carbon footprint reduction and greenhouse gas reductions.

- We have started collecting data on carbon footprint from all the weatherization jobs completed
- We are starting the carbon data collection of our division internal processes



## Strategic Equity Plan

Quarter 1: July-September 2022

Progress Report

### Lead and Grow Ethically

"Leading and Growing Ethically" means we will lead the way in creating a racially and socially just organizational culture. These goals focus on improving our employee experience, recruiting and retaining a diverse workforce, utilizing technologies to provide more access to our programs, and reducing the Agency's carbon footprint.

We will continue our efforts to develop systems of resiliency that anticipate hazards that may disrupt essential functions and processes. We will continue to develop Annexes to the Continuity of Operations plan as prioritized by the Hazard and Vulnerability Analysis.

- Finalized Integrated Preparedness Plan for next 3 years
- Finalized Riverview Terrace Fire & Flood Evacuation Procedures
- Finalizing Workplace Violence & Active Shooter Annex

We will provide communication and programmatic enhancements to clients who don't speak/read English as their first language.

- Language Line services are now available to all staff
- SHD core document translation in process including FSS/PH/MFH
- Spanish language bar added to newsletters
- RA Division core document translation complete. Documents being inserted into software
- Waitlist Connect Booklet provided in Spanish

We will identify and document clients who don't have the skills, access or resources to utilize modern technology for communication and submission of required forms and documentation.

- Expansion of laptop check out system with 1:1 support
- Collaborative and in person training for residents transitioning to coinless laundry and online rent payment portal

We will identify and document federal and state statutes and regulations that create barriers to access and active participation in Homes for Good governance, programs and apartment communities.

- FY23 Annual Plan approved plan
- Added remote options for briefings and informal reviews
- Allow applicants who owe money to other PHAs to still obtain housing
- Expanded from three to 14 business days for Homes for Good to provide hearing documentation to participants.
- Change of Homes for Good governance structure

We will determine the financial viability of a desired growth plan for the Supportive Housing Division in coordination with our efforts to secure capital and supportive services for new permanent supportive housing apartment communities.

- Proposed staffing plan developed for The Commons on MLK
- Building staffing plan for BoB NOFA application



# BOARD OF COMMISSIONERS AGENDA ITEM

**BOARD MEETING DATE:** 10/26/2022

**AGENDA TITLE:** In the Matter of the Executive Director Performance Evaluation Process

**DEPARTMENT:** Executive

**CONTACT :** Bailey McEuen

**EXT:** 2520

**PRESENTER:** Ela Kubok

**EXT:** 2506

**ESTIMATED TIME :** 15 minutes

- ORDER/RESOLUTION
- PUBLIC HEARING/ORDINANCE
- DISCUSSION OR PRESENTATION (NO ACTION)
- APPOINTMENTS
- REPORT
- PUBLIC COMMENT ANTICIPATED

**Approval Signature**

**EXECUTIVE DIRECTOR:**

A handwritten signature in black ink, appearing to be "BAILEY MCEUEN", written over a horizontal line.

**DATE:** 10/18/2022

**LEGAL STAFF :**

**DATE:**

**MANAGEMENT STAFF:**

**DATE:**



# 2022 EXECUTIVE DIRECTOR PERFORMANCE EVALUATION



# OUR PROCESS

## **SELF ASSESSMENT**

**Executive Director  
completes self-  
assessment  
November 1st -  
November 16th**

## **GOAL SETTING & PERFORMANCE PREVIEW**

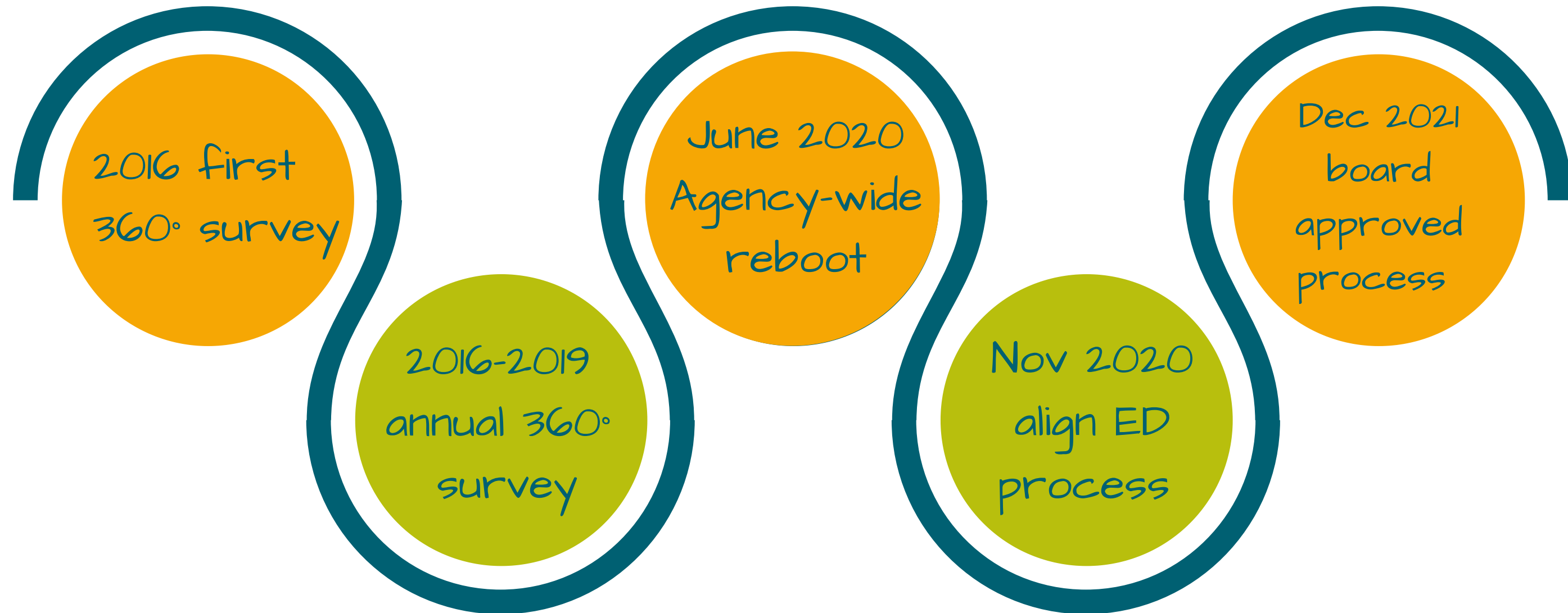
**Goal setting &  
performance  
"preview" exercise  
is completed with  
the self-assessment.  
3-5 goals, at least 1  
must center DEI.**

## **360° FEEDBACK SURVEY**

**360° feedback  
survey is conducted.  
Survey Scope:**

**Even years: Internal  
& external  
Odd years: Internal  
only**

# OUR PERFORMANCE JOURNEY





# 2020 PERFORMANCE REBOOT

## PERFORMANCE REVIEW

- Fails to drive performance
- Impedes reception of feedback
- Limits honest dialogue
- Emphasizes negative
- Focuses on the past
- Does not align goals
- Doesn't offer opportunities to develop professionally



## PERFORMANCE PREVIEW

- Strengthen employee's connection to our mission
- Focuses on capability & future performance
- Growth mindset
- Aligns goals across Agency
- Rewards collaboration & knowledge sharing
- Values genuine, organic, ongoing performance discussions

# ED PROCESS ALIGNMENT

Self-Assessment

## SELF ASSESSMENT

Executive Director  
completes self-  
assessment  
November 1st -  
November 16th

Executive Director completes  
self-assessment, rating  
performance using questions  
and format from 360°  
survey.



# ED PROCESS ALIGNMENT

## Goal Setting Exercise

### GOAL SETTING & PERFORMANCE PREVIEW

Goal setting & performance "preview" exercise is completed with the self-assessment. 3-5 goals, at least 1 must center DEI.

Executive Director sets 3-5 goals. At least one must be related to Diversity, Equity & Inclusion.

Goals should align with Agency goals of:

- Expanding access to affordable housing throughout Lane County communities
- Engrain DEI into our organizational DNA
- Foster an environment of collaboration

### SEP Overarching Goals Added for 2022

1. Listen to our community
2. Tell the Human Story
3. Create Pathways to Self-Sufficiency
4. Lead & Grow Ethically

# ED PROCESS ALIGNMENT

Performance Preview



## Performance Preview

- My connection to our mission is...
- What I will bring over the next performance cycle...
- Where I want to go and what I need to get there...

# ED PROCESS ALIGNMENT

360° Survey

## 360° FEEDBACK SURVEY

360° feedback survey is conducted.  
Survey Scope:

Even years: Internal & external  
Odd years: Internal only

- Use SurveyMonkey tool
- 2022 survey will be sent to both internal & external participants including board members, community partners, Homes for Good team members, Union leadership & other local leaders

## Executive Director Performance Evaluation Timeline

Date	Task/Action
Self-Assessment	
November 1st	<ul style="list-style-type: none"> <li>HR provides ED with self-assessment form and timeline</li> </ul>
November 15th	<ul style="list-style-type: none"> <li>Self-Assessment due to HR</li> </ul>
360 Feedback Survey	
October 15 <sup>th</sup> – November 1st	<ul style="list-style-type: none"> <li>Identify 360 feedback participants and discuss names with Commissioners*</li> </ul>
November 1st	<ul style="list-style-type: none"> <li>360 feedback participants list due to HR – 5:00pm</li> </ul>
November 2nd	<ul style="list-style-type: none"> <li>HR sends 360 Survey to participants*</li> </ul>
November 15th	<ul style="list-style-type: none"> <li>HR sends survey reminder</li> </ul>
November 23rd	<ul style="list-style-type: none"> <li>Survey closes</li> </ul>
November 23 <sup>rd</sup> – 30th	<ul style="list-style-type: none"> <li>HR creates executive summary of survey results</li> </ul>
Performance Review & Preview	
December 1st	<ul style="list-style-type: none"> <li>HR provides Board Self-Assessment &amp; Performance Evaluation Executive Summary</li> </ul>
December 1 <sup>st</sup> – Board Meeting Date	<ul style="list-style-type: none"> <li>Board members consider information about performance</li> </ul>
December board meeting	<ul style="list-style-type: none"> <li>Executive session discussion of performance and future goals</li> </ul>
December board meeting	<ul style="list-style-type: none"> <li>Public session to summarize executive session discussion and award merit if applicable.</li> </ul>
December board meeting	<ul style="list-style-type: none"> <li>Board meeting to document performance, goals, and merit. Must be completed at least 60 days prior to contract expiration date.</li> </ul>
April 1st	<ul style="list-style-type: none"> <li>Contract notification deadline</li> </ul>

\*360 will include external stakeholders and community partners every other year. An internal 360 survey will be sent each year.

# HOMES FOR GOOD ED PERFORMANCE EVALUATION TIMELINE



## OCTOBER 15TH - NOVEMBER 1ST - IDENTIFY 360 PARTICIPANTS

ED & HR compile 360 feedback participants and share with Commissioners for comments/edits.

## NOVEMBER 1ST - SELF ASSESSMENT

HR Provides ED with Self Assessment & timeline

## NOVEMBER 1ST - 360 PARTICIPANTS TO HR

Final list of 360 feedback participants due to HR by 5pm

## NOVEMBER 2ND - SEND 360

HR sends 360 survey to selected participants

## NOVEMBER 15TH - SELF ASSESSMENT DUE TO HR

ED completes Self-Assessment by November 15th

## NOVEMBER 15TH - SURVEY REMINDER

HR sends 360 survey reminder

## NOVEMBER 23RD - SURVEY CLOSES

## NOVEMBER 23RD - 30TH - HR CREATES EXECUTIVE SUMMARY

## DECEMBER 1ST - HR PROVIDES BOARD WITH SELF ASSESSMENT & EXEC. SUMMARY

## DECEMBER 1ST - DECEMBER BOARD MTG DATE - BOARD MEMBERS REVIEW

## DECEMBER BOARD MEETING

Executive session discussion of performance and goal setting

## DECEMBER BOARD MEETING

Public session to summarize executive session discussion & award merit increase if applicable

## DECEMBER BOARD MEETING

Board order to document performance, goals and merit. Must be completed 60 days prior to contract expiration

## APRIL 1ST - CONTRACT NOTIFICATION DEADLINE

# WHAT'S NEXT?

*What you can expect*

**Nov 1st**

- Survey is released

**Nov 15th**

- HR sends survey reminder

**Nov 23rd**

- Survey closes

**Dec 7th**

- Results summary posted in board packet

**Dec Board Meeting**

- Executive & public sessions. Order to document performance & approve merit increase





# SURVEY CONTENT

Likert scale from 1-5 stars rating. Questions are tied to our tagline 

**Homes. People. Partnerships. Good**

## **Homes.**

**Program Leadership Competency**  
**Planning & Organization Competency**

## **People.**

**People Leadership Competency**  
**Diversity, Equity & Inclusion Competency**

## **Partnerships.**

**Collaboration Competency**  
**Communications Competency**

## **Good.**

**Innovation Competency**  
**Crisis Response Competency**

**Ends with open ended questions for highlighting  
specific strengths & opportunities**

# Questions?





# BOARD OF COMMISSIONERS AGENDA ITEM

**BOARD MEETING DATE:** 10/26/2022

**AGENDA TITLE:** In the Matter of Updating the Administrative Plan, Project Based Vouchers - Organization of the Waiting List

**DEPARTMENT:** Rent Assistance Division

**CONTACT :** Beth Ochs

**EXT:** 2547

**PRESENTER:** Beth Ochs

**EXT:** 2547

**ESTIMATED TIME :** 15min

- ORDER/RESOLUTION**
- PUBLIC HEARING/ORDINANCE**
- DISCUSSION OR PRESENTATION (NO ACTION)**
- APPOINTMENTS**
- REPORT**
- PUBLIC COMMENT ANTICIPATED**

**Approval Signature**

**EXECUTIVE DIRECTOR:**

A handwritten signature in black ink, appearing to be "B. Ochs", is written over a horizontal line.

**DATE:** 10/18/2022

**LEGAL STAFF :**

**DATE:**

**MANAGEMENT STAFF:**

**DATE:**



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## HOMES FOR GOOD MEMORANDUM

TO: Homes for Good Board of Commissioners  
FROM: Beth Ochs, Rent Assistance Division Director  
TITLE: In the Matter of Updating the Administrative Plan – Project Based Vouchers – Organization of the Waiting List  
DATE: October 26<sup>th</sup>, 2022

---

### MOTION:

It is moved that the Homes for Good Board of Commissioners approve preferences for Veterans Assisted Supportive Housing (VASH) Vouchers at the following Project Based Voucher (PBV) sites: Sheldon Village, Ketanji Court, and Market District Commons.

### DISCUSSION:

#### A. Issue

Public Housing Agencies are permitted to establish local preferences, and to give priority to serving families that meet those criteria. Public Housing Agencies may establish selection criteria or preferences for the Project Based Voucher Program as a whole, or for occupancy of a particular PBV development(s) or units.

#### B. Background

In partnership with the Veteran's Administration Office (VA) and Housing and Urban Development (HUD), Homes for Good manages the VASH Program. The VASH program serves homeless veterans and their families.

There are 269 VASH Vouchers in Lane County.

Current utilization of VASH as of Sept 2022 is 223 Vouchers.

There has not been a point in time where utilization of VASH has been at 100%.

Administrative Fees are earned for vouchers that are being utilized (a lease needs to be in place with a landlord). Homes for Good currently earns between (before pro-ration) \$105.43 and \$112.96 per voucher used per month. Pro-ration on fees earned is currently at 89.2% for January through June of 2022. The pro-ration factor can change throughout the year.



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In August 2022, HUD announced the opportunity for the VA in partnership with Homes for Good to apply for additional vouchers. We applied and are awaiting a response from HUD on approval, and if approved the number of vouchers that will be awarded to Homes for Good.

Often, HUD requires a certain utilization rate be in place for a PHA to apply for additional vouchers. For example, in August 2022 VASH had to have a utilization rate of 70% to apply.

Preference on a PBV Waitlist allows the local preference partner to be placed at the top of the waitlist.

### C. Analysis

VA reports that they have limited capacity to manage enough referrals for VASH vouchers to reach 100% utilization. Case managers assist voucher holders in searching for housing.

With a preference for PBV in place, the need to search for housing for some VASH families would be removed. In turn, this would provide the VA increased capacity to increase referrals.

With a preference for PBV in place, the need for increased referrals may also be reduced, assuming some VASH families want to occupy an available PBV unit.

In turn, a preference within PBV increases the likelihood of VASH vouchers reaching 100% utilization.

100% utilization allows Homes for Good to obtain the maximum amount of Administrative Fee available.

Homes for Good Intake team is spending a substantial amount of time contacting families on waiting lists that do not result in movement towards a lease up. For example, Ketanji Court's waitlist opened in July 2022 for two weeks. 190 families joined the waitlist. 13 PBV units need to be filled. 145 application packets were mailed out. 99 did not respond. 45 responded, of the 45, 32 did not meet initial income and/or occupancy eligibility standards. Intake will continue to vet the remaining 13 and have also sent out another 45 packets in case the 13 being vetted do not qualify/complete the process. In partnering with the VA, the VA can pre-vet families to ensure they qualify and work with families to stay engaged through the lease up process.

Allowing VASH to have priority at the top of a waitlist may impact others on the waitlist who do not have a local preference resulting in a slower lease up time. Homes for Good will monitor the utilization of PBV by VASH. If high, Homes for Good can revisit the allocation of PBV at a project and explore expanding it.



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D. Furtherance of the Strategic Equity Plan

Partnering with the VA to provide preference to VASH families is in alignment with our Strategic Equity Plan goal of, "continue to seek opportunities to support the non-profit network, local and state jurisdictions and the business community through preferences and partnerships."

E. Alternatives & Other Options

Homes for Good could designate some PBV units as VASH PBV, allowing only VASH families to occupy them. This could result in vacancy loss for the PBV project if the VA does not have a family who desires to move into the unit.

F. Timing & Implementation

Following Board Approval:

Homes will update its Administrative Plan and notify the VA of the approved change.

Homes for Good will update its website adding the VA for VASH vouchers as a local preference.

G. Recommendation

Homes for Good recommends the board approve this request as it expands housing to homeless veterans in our community.

H. Follow Up

None

I. Attachments

None

IN THE BOARD OF COMMISSIONERS OF THE  
HOMES FOR GOOD HOUSING AGENCY, OF LANE COUNTY OREGON

ORDER 22-26-10-01H

In the Matter of Updating the Housing Choice  
Voucher Administrative Plan, Project Based  
Vouchers – Organization of the Waiting List

WHEREAS, Homes for Good may use the same selection preferences that are used for the tenant-based voucher program, establish selection criteria or preferences for the PBV program as a whole, or for occupancy of particular PBV developments under 24 CFR 983.251(d)

NOW IT IS THEREFORE ORDERED THAT:

The Housing Choice Voucher Administrative Plan for Fiscal Year 2023 shall be revised as follows:

Page 17-39 is amended to state under Selection from the Waiting List,

**The PHA will provide a selection preference when required by the regulation (e.g., eligible in-place families, elderly families or units with supportive services, or mobility impaired persons for accessible units). The PHA reserves the right to add additional preferences as new PBV units are developed.**

**Market District Commons:**

Preference will be given to:

*Elderly and/or Disabled Family Preference*

This preference applies to elderly and/or disabled families. Families must be referred by a Homes for Good approved entity (an entity with an active MOU/MOA with Homes for Good). The definition of ‘disabled’ and “elderly” for this purpose will be included in the MOU/MOA with the qualified entity.

*Homeless Veteran Family Preference*

This preference applies to homeless veteran families who have been referred from a Homes for Good approved entity (an entity with an active MOU/MOA with Homes for Good). The definition of ‘homeless’ and ‘veteran’ for this purpose will be included in the MOU/MOA with the qualified entity.

*Veteran's Assisted Supportive Housing (VASH) voucher participants*

This preference applies to families with an active VASH voucher who are referred to Homes for Good by the local Veteran's Administration Office.

Families will be selected on a first-come, first-served basis according to the date and time their local preference referral is received by Homes for Good.

**Sheldon Village:**

Preference will be given to:

*Veteran's Assisted Supportive Housing (VASH) voucher participants*

This preference applies to families with an active VASH voucher who are referred to Homes for Good by the local Veteran's Administration Office.

Families will be selected on a first-come, first-served basis according to the date and time their local preference referral is received by Homes for Good.

**Ketanji Court:**

Preference will be given to:

*Veteran's Assisted Supportive Housing (VASH) voucher participants*

This preference applies to families with an active VASH voucher who are referred to Homes for Good by the local Veteran's Administration Office.

Families will be selected on a first-come, first-served basis according to the date and time their local preference referral is received by Homes for Good.

**Commons on MLK:**

Preference will be given to:

*Transitional Homeless Family Preference*

This preference applies to transitional housing person who are homeless and who are referred from a Homes for Good approved entity (an entity with an active MOU/MOA with Homes for Good). The definition of "homeless" and "transitional" for this purpose will be included in the MOU/MOA with the qualified entity.

Families will be selected on a first-come, first-served basis according to the date and time their local preference referral is received by Homes for Good.

**The Keystone:**

Preference will be given to:

*Transitional Homeless Family Preference*

This preference applies to transitional housing person who are homeless and who are referred from a Homes for Good approved entity (an entity with an active MOU/MOA with Homes for Good). The definition of



“homeless” and “transitional” for this purpose will be included in the MOU/MOA with the qualified entity.

Families will be selected on a first-come, first-served basis according to the date and time their local preference referral is received by Homes for Good.

**The Nel:**

Preference will be given to:

*Transitional Homeless Family Preference*

This preference applies to transitional housing person who are homeless and who are referred from a Homes for Good approved entity (an entity with an active MOU/MOA with Homes for Good). The definition of “homeless” and “transitional” for this purpose will be included in the MOU/MOA with the qualified entity.

Families will be selected on a first-come, first-served basis according to the date and time their local preference referral is received by Homes for Good.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Chair, Homes for Good Board of Commissioners

\_\_\_\_\_  
Secretary, Homes for Good Board of Commissioners



# BOARD OF COMMISSIONERS AGENDA ITEM

**BOARD MEETING DATE:** 10/26/2022

**AGENDA TITLE:** In the Matter of Authorizing the Executive Director or Designee to Acquire Real Property in Florence Oregon to Develop Affordable Housing.

**DEPARTMENT:** Real Estate Development Division

**CONTACT :** Steven Ochs

**EXT:** 2530

**PRESENTER:** Steven Ochs

**EXT:** 2530

**ESTIMATED TIME :** 15 minutes

- ORDER/RESOLUTION**
- PUBLIC HEARING/ORDINANCE**
- DISCUSSION OR PRESENTATION (NO ACTION)**
- APPOINTMENTS**
- REPORT**
- PUBLIC COMMENT ANTICIPATED**

**Approval Signature**

**EXECUTIVE DIRECTOR:**

A handwritten signature in black ink, appearing to be "S. Ochs", is written over a horizontal line.

**DATE:** 10/18/2022

**LEGAL STAFF :**

**DATE:**

**MANAGEMENT STAFF:**

**DATE:**



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## HOMES FOR GOOD MEMORANDUM

TO: Homes for Good Board of Commissioners  
FROM: Steve Ochs, Real Estate Development Director  
TITLE: In the Matter of Authorizing the Executive Director or Designee to Acquire Real Property in Florence Oregon to Develop Affordable Housing  
DATE: October 26, 2022

---

### MOTION:

It is moved that the Homes for Good Board of Commissioners approve the order in the matter of authorizing the Executive Director or Designee to acquire an approximately 6.88-acre property located at 505 Quince Street in Florence, Oregon (Map & Tax lots: 18-12-26-33-00400 and 18-12-35-22-03200) to develop affordable housing.

### DISCUSSION:

#### A. Issue

On September 14, 2021, Homes for Good Housing Agency entered into an option agreement with Florence PC, LLC to purchase two parcels of land totaling almost 7 acres of land at 505 Quince Street in Florence. The option agreement allowed time for Homes for Good to do due diligence on the property and requires that Homes for Good exercise the option to purchase by November 8, 2022. If Homes for Good exercises the option to purchase, the purchase will need to be completed by December 7, 2022. Board approval is required for acquisition of all real property purchases.

#### B. Background

In the fall of 2021 Homes for Good was approached by the owner of the 6.88-acre site at 505 Quince Street in Florence about the possibility of a purchase. The site is undeveloped with no structures currently on site. Several acres of the site to the west and north are heavily vegetated and have a slope to them, while the rest of the site is relatively flat. Only the flat portion of the site will be developed. The property was primarily used as the Siuslaw School District's baseball field. The school district's bus garage previously used a portion of this property up until 2006. The site is located just south of the Florence Events Center and within walking distance of a grocery store, other commercial services, the Port of Siuslaw and Old Town Florence.

On September 14, 2021, Homes for Good entered into an option agreement to purchase the property for \$1,250,000. With two extensions, this option allowed for Homes for Good until November 8, 2022, to conduct due diligence and exercise the option to purchase. In January



2022 an appraisal report from BBG Real Estate Services concluded the value of the two parcels at \$1,420,000. It was subsequently agreed that the purchase price was adjusted to \$1,420,000 with \$1,335,000 coming from Homes for Good upon close of escrow and \$85,000 in charitable contribution for the owners.

Homes for Good conducted due diligence on the property to include an ALTA Survey, Appraisal, and Phase 1 Environmental Assessment. The Environmental Assessment noted that the subject property is listed as having had two Underground Storage Tanks for gasoline and diesel. Both tanks were decommissioned in 1989 and no release was documented during removal. In addition, the report recommended that an existing above ground storage tank be removed and properly disposed. This is a Historical Recognized Environmental Condition (HREC) as the potential source of contamination has been removed. The report concluded that there are no existing Recognized Environmental Conditions (REC).

Homes for Good also met with City of Florence staff to discuss the suitability of this site for housing and discuss any impediments to development of the site. The site is zoned Old Town District / Area B for the larger portion and Area C for the smaller parcel. City staff indicated that the zoning was appropriate for multi-family development and that all needed services are available nearby including sewer, water, and electricity. Part of the southern portion of the site is in a Tsunami Inundation Zone. The zone does not preclude development but comes with requirements for provision of easy access out of that portion of the site. A site review land use process will be required to approve the development.

Homes for Good is working with BDA Architecture and Planning on the initial layout of the site. This design and housing type was informed by a series of outreach meetings. The first meeting was for all Homes for Good staff to provide input based on experiences in different departments of the agency. A meeting was also held with Florence area community organizations and businesses to provide input on the type of housing we might provide in this location. Based on this feedback Homes for Good intends to develop a multi-generational housing community which will provide a variety of unit options for families as well as seniors. Homes for Good will work closely with these community partners through the design process to ensure the proper accessibility and amenities are provided on the site.

### C. Analysis

With board approval, Homes for Good will exercise the option to purchase prior to November 8, 2022, and proceed to closing prior to the December 7, 2022, deadline. Funding for the acquisition will come from one of two sources. If available, Homes for Good will use a pre-development fund that PacificSource is working to establish. This fund will total 4 million dollars and be available to use for pre-development work including acquisition. If that funding source is not available by December, Homes for Good proposes to use Rental Assistance Demonstration (RAD) sales proceeds until the PacificSource funds are available. In either scenario, once funding is awarded for the project, the acquisition cost will be repaid to either the PacificSource fund or the RAD proceeds.



Once acquisition occurs, staff will refine the design and submit the site review application. During this time staff will continue to work with community partners and neighbors to ensure the community achieves the housing goals for the community.

Homes for Good intends to submit a funding application for the development to Oregon Housing and Community Services in the spring of 2023. If awarded funding, construction would begin approximately a year later.

D. Furtherance of the Strategic Equity Plan

While this board order is related to the purchase of a property, the purchase allows facilitation of strategies and tactics related to the Strategic Equity Plan as noted below.

Pillar #1 Listen to our communities

- Will work with community and use this data to make decisions on how many accessible units to include in the development
- Hold focus groups with people with disabilities to review design and amenities

Pillar #3 Create Pathways to Self-Sufficiency

- Identify funding streams for different housing types
- Discuss with communities their need for housing

E. Alternatives & Other Options

If the board does not approve the order, Homes for Good would notify the seller and not move forward with the acquisition/development.

If the board wished to delay the purchase, Homes for Good would try to negotiate an extension of the purchase which would require additional option payments if the negotiations were successful.

F. Timing & Implementation

With board approval, Homes for Good will exercise the option to purchase prior to November 8, 2022, and proceed to closing prior to the December 7, 2022, deadline.

G. Recommendation

It is recommended that the Board of Commissioners approve this motion to allow for purchase of the property.

H. Follow Up

If purchase is approved, there will be numerous future approvals needed from the board to move forward with development of the site as affordable housing. These board orders will include approval of apply for a variety funding sources, the formation of Limited Partnerships, entering into the construction contract, and final approval of the financing and borrowing.



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I. Attachments

Attachment A: Vicinity Map

Attachment B: Site Photos

Attachment C: Cascadia Subduction Zone Map

Attachment D: Tsunami Inundation Zone Map

Attachment E: 2012 Aerial Photo of Site

IN THE BOARD OF COMMISSIONERS OF THE  
HOMES FOR GOOD HOUSING AGENCY, OF LANE COUNTY OREGON

ORDER 22-26-10-02H

In the Matter of Authorizing the Executive  
Director or Designee to Acquire Real Property  
in Florence Oregon to Develop Affordable  
Housing

WHEREAS, Housing and Community Services Agency of Lane County doing business as Home for Good Housing Agency (the "Authority") is a public body corporate and politic, exercising public and essential governmental functions, and having all the powers necessary or convenient to carry out and effectuate the purposes of the ORS 456.055 to 456.235 (the "Housing Authorities Law"); and

WHEREAS, a purpose of the Authority under the Housing Authorities Law is to construct, acquire, manage and operate affordable housing for persons of lower income; and

WHEREAS, the Authority is authorized by ORS 456.120 to form, finance and have a nonstock interest in, and to manage or operate, partnerships, nonprofit corporations and limited liability companies in order to further the purposes of Homes for Good Housing Agency; and

WHEREAS, the Authority will use loan funds from Pacific Source or RAD scattered site sale proceeds to facilitate the purchase of the property; and

WHEREAS, consistent with its purposes and powers, the Authority intends to develop affordable housing on the property.

NOW IT IS THEREFORE ORDERED THAT:

The Authority shall acquire the real property located at 505 Quince Street in Florence Oregon at Map & Tax lot 18-12-26-33-00400 and 18-12-35-22-03200; and that the Executive Director, or Designee is authorized to execute the necessary documents to carry out this acquisition.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022

---

Chair, Homes for Good Board of Commissioners

Please contact Homes for Good via  
[executivedirector@homesforgood.org](mailto:executivedirector@homesforgood.org)  
to request the attachment images





# BOARD OF COMMISSIONERS AGENDA ITEM

**BOARD MEETING DATE:** 10/26/2022

**AGENDA TITLE:** In the Matter of Authorizing the Executive Director or Designee to Apply for HOME funds and other local financing for the 13th Avenue Property in Eugene, Oregon

**DEPARTMENT:** Real Estate Development Division

**CONTACT :** Matt Salazar

**EXT:** 2528

**PRESENTER:** Matt Salazar

**EXT:** 2528

**ESTIMATED TIME :** 10 minutes

- ORDER/RESOLUTION**
- PUBLIC HEARING/ORDINANCE**
- DISCUSSION OR PRESENTATION (NO ACTION)**
- APPOINTMENTS**
- REPORT**
- PUBLIC COMMENT ANTICIPATED**

**Approval Signature**

**EXECUTIVE DIRECTOR:**

A handwritten signature in black ink, appearing to be "MS", is written over a horizontal line.

**DATE:** 10/18/2022

**LEGAL STAFF :**

**DATE:**

**MANAGEMENT STAFF:**

**DATE:**



## HOMES FOR GOOD MEMORANDUM

TO: Homes for Good Board of Commissioners

FROM: Matt Salazar, Project Developer

TITLE: In the Matter of Authorizing the Executive Director or Designee to Apply for HOME funds and other local financing for the 13<sup>th</sup> Avenue Property in Eugene, Oregon

DATE: October 26, 2022

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### MOTION:

It is moved that the Homes for Good Board of Commissioners authorizes the Executive Director or Designee to apply for HOME funds, the city-owned parcel of land on 13<sup>th</sup> Avenue, and System Development Charge (SDC) Exemption from the Eugene-Springfield HOME Consortium for development of the Naval Reserve Apartment Community and Early Learning Center on 13<sup>th</sup> Avenue in Eugene, Oregon.

### DISCUSSION:

#### A. Issue

On September 14, 2022, the Eugene-Springfield HOME Consortium released a Request for Proposals (RFP) for Affordable Housing Acquisition and/or Rehabilitation or New Construction. Resources available in the RFP include: 1) HOME Investment Partnership Program funds; 2) a parcel of land on 13<sup>th</sup> Avenue; and 3) City of Eugene Systems Development Charge (SDC) Exemption. The amount of HOME funds available is \$3,300,751 (approximately \$1,176,575 in Eugene and \$2,124,176 in Springfield). Eugene will prioritize HOME awards for development of the 13<sup>th</sup> Avenue property. Proposals are due by November 16, 2022.

Homes for Good wishes to apply for this funding to develop a new affordable housing apartment community along with an early learning center on the city-owned parcel of land on 13<sup>th</sup> Avenue. One requirement of the RFP is a board resolution authorizing the respondent to apply for specific program funds, accepting program regulations and responsibilities, and indicating the authorized signers. This memorandum requests such board authorization.

#### B. Background

On January 24, 2022, the Eugene City Council approved the Housing Implementation Pipeline (HIP), a document outlining key goals and actions to increase housing stability and accessibility over the next five years in Eugene. The HIP included goals related to making City-owned property



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on 13th Avenue east of Chambers, also known as the Naval Reserve site, available in the fall of 2022 for affordable housing development through the federal HOME request for proposal (RFP) process that happens annually each fall.

At the state level, during the 2021 Regular Session, there was a \$10 million appropriation in Oregon House Bill 5011 intended to support affordable rental housing developments that include early care and education (ECE) facilities on-site. A report was issued in February 2022 that identified challenges with co-locating ECE facilities with affordable housing, broad recommendations for improving the abilities of housing developers and ECE providers to co-locate, and rationale for how the state might design the Oregon Co-Location Fund. The state has taken steps to contract with an intermediary organization to manage the fund, track development pipelines, and provide technical assistance.

Homes for Good has been engaged in conversation with community partners for over a year about how to combine the development of affordable housing and early learning facilities. With the new funding available at the state soon, staff believe it is a perfect time to move forward with this type of development. Staff have identified the city-owned 13<sup>th</sup> Avenue site offered in the city RFP as an ideal location to develop the co-location of affordable housing and early learning. The site is directly adjacent to César E. Chávez Elementary School and is nearby other youth services such as Looking Glass' Riverfront School and University of Oregon College of Education's Early Childhood CARES. The property is zoned Public Land (PL) and city staff has confirmed that both uses will be allowed on this site.

Homes for Good has worked with PIVOT Architecture to develop a conceptual design for the property and staff are in the process of selecting a contractor to prepare a budget estimate. The Naval Reserve Apartment Community and Early Learning Center development would be an 81-unit multifamily housing community serving singles and families. The development on this property will consist of two 4-story, elevator-served buildings with a mix of one-, two- and three-bedroom apartments, common areas, and space for supportive services. A 10,000 square foot Early Learning Center consisting of five classrooms, movement space, and offices would be located on the ground floor of one of the buildings.

#### C. Analysis

With board approval, Homes for Good will continue efforts in preparing our proposal to develop the Naval Reserve Apartment Community and Early Learning Center on the 13<sup>th</sup> Avenue site. Staff will submit our response to the city RFP by the deadline of November 16, 2022.

In addition to city resources, Homes for Good will need to apply for other sources of funding for this project including Project-Based Vouchers for rental subsidy in December 2022 and Local Innovation and Fast Track (LIFT) and 4% Low-Income Housing Tax Credits from Oregon Housing and Community Services (OHCS) in Spring 2023. If all these sources of funding are secured, the estimated timeline is to start construction in spring 2024 with completion in the summer of 2025.

#### D. Furtherance of the Strategic Equity Plan



In furtherance of the Strategic Equity Plan (SEP)'s goal of supporting non-profits through preferences and partnerships, Homes for Good is exploring a variety of preferences and partnerships for this project with a particular focus on preferences that will allow low-income families and Black, Indigenous, and other People of Color (BIPOC) to access this housing and services. Foremost among these partnerships are those with the childcare providers who will allow low-income families throughout the community at-large increased access to childcare.

Additionally, this project and the development of new affordable housing units also furthers the SEP's goal of continuing affordable housing production. The approach of maximizing the number of units that can be fit onsite into two four-story buildings also represents a commitment to "experiment with housing types and scale."

E. Alternatives & Other Options

If the board does not approve the order, Homes for Good will stop efforts to develop the 13<sup>th</sup> Avenue property as described above and will not apply for city resources through the current RFP.

F. Timing & Implementation

The funding application is due to the Eugene-Springfield HOME Consortium on November 16, 2022. Final award decisions will be made by the Eugene-Springfield HOME Consortium Governing Board in February 2023. If awarded, staff will pursue additional sources of funding outlined above.

G. Recommendation

It is recommended that the Board of Commissioners approve the attached board order to allow Homes for Good Housing Agency to apply for the city-owned property, HOME funding, and SDC exemption.

H. Follow Up

If successful in the city RFP, there will be numerous future approvals needed from the board to move forward with development of the site. These board orders will include approval to apply to OHCS for funding, the formation of Limited Partnerships, entering into the construction contract, and final approval of the borrowing and financing.

I. Attachments

None.

IN THE BOARD OF COMMISSIONERS OF THE  
HOMES FOR GOOD HOUSING AGENCY, OF LANE COUNTY OREGON

ORDER 22-26-10-03H

In the Matter of Authorizing the Executive  
Director or Designee to Apply for HOME  
funds and other local financing for the 13th  
Avenue Property in Eugene, Oregon

WHEREAS, Housing and Community Services Agency of Lane County doing business as Home for Good Housing Agency (the "Authority") is a public body corporate and politic, exercising public and essential governmental functions, and having all the powers necessary or convenient to carry out and effectuate the purposes of the ORS 456.055 to 456.235 (the "Housing Authorities Law"); and

WHEREAS, a purpose of the Authority under the Housing Authorities Law is to construct, acquire, manage and operate affordable housing for persons of lower income; and

WHEREAS, the Authority is authorized by ORS 456.120 to form, finance and have a nonstock interest in, and to manage or operate, partnerships, nonprofit corporations and limited liability companies in order to further the purposes of Homes for Good Housing Agency; and

WHEREAS, the Authority will use loan funds from Pacific Source or RAD scattered site sale proceeds to facilitate the purchase of the property; and

WHEREAS, the Authority wishes to obtain assistance from the City of Eugene, the Eugene-Springfield HOME Consortium, and other sources to provide funding for this housing development.

NOW IT IS THEREFORE ORDERED THAT:

The Authority shall propose to develop the 13<sup>th</sup> Avenue Property with affordable housing and an Early Learning Center;

The Executive Director or Designee is authorized to apply for gap funding necessary to develop the property;

The Executive Director or Designee is authorized to apply to the Eugene-Springfield HOME Consortium for HOME funds, the parcel of land on 13<sup>th</sup> Avenue, and City of Eugene System Development Charge (SDC) exemption;

The Authority will accept the responsibilities and requirements of the funds that are requested though the HOME Application and other gap funding;

The Executive Director or Designee is authorized to execute the program and legal documents associated with accepting the land, HOME loan, and SDC exemption programs;

The Executive Director or Designee is authorized to release project information to the Eugene-Springfield HOME Consortium or other organizations providing gap funding as required to complete its due diligence; and

The Executive Director or Designee is authorized to sign all draw requests, monthly progress reports, and miscellaneous forms associated with funds awarded to the project.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022

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Chair, Homes for Good Board of Commissioners



# BOARD OF COMMISSIONERS AGENDA ITEM

**BOARD MEETING DATE:** 10/26/2022

**AGENDA TITLE:** In the Matter of Continuity of Operations Plan Contract Award Approval

**DEPARTMENT:** Executive

**CONTACT :** Jasmine Leary

**EXT:** 2501

**PRESENTER:** Jasmine Leary

**EXT:** 2501

**ESTIMATED TIME :** 5 minutes

- ORDER/RESOLUTION**
- PUBLIC HEARING/ORDINANCE**
- DISCUSSION OR PRESENTATION (NO ACTION)**
- APPOINTMENTS**
- REPORT**
- PUBLIC COMMENT ANTICIPATED**

**Approval Signature**

**EXECUTIVE DIRECTOR:**

A handwritten signature in black ink, appearing to be "JL", is written over a horizontal line.

**DATE:** 10/18/2022

**LEGAL STAFF :**

**DATE:**

**MANAGEMENT STAFF:**

**DATE:**



## HOMES FOR GOOD MEMORANDUM

TO: Homes for Good Board of Commissioners  
FROM: Jasmine Leary, Executive Support Coordinator  
TITLE: In the Matter of Continuity of Operations Plan Contract Award Approval  
DATE: October 26<sup>th</sup>, 2022

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### MOTION:

It is moved that the Homes for Good Board of Commissioners approve the award of Continuity of Operations Plan Contract. The intended awardee is Coordinated Consulting Services for a 5-year contract. The 5-year contract value is: \$322,000. The service area will be the Agency as whole entity.

### DISCUSSION:

#### A. Issue

The Continuity of Operations Plan Contract (COOP) contract is a 5-year contract, totaling a maximum term of 5 years. The annual value of the contract is approximately: \$64,363. The 5-year not to exceed contract value is: \$322,000. The contract signing threshold for the Executive Director is \$150,000, therefore the contract award must be approved by the Homes for Good Board of Commissioners. The previous COOP contract, drafted COOP contract, current COOP document, and sole source memo that includes Agency-specific preferences can be found in Section I: Attachments.

#### B. Background

The purpose of a COOP is to ensure that the primary operations and functions of the Agency during a wide range of emergencies (i.e., acts of nature, accidents, technological, attack-related emergencies, etc.). The first COOP contract the Agency signed was in 2020 with Coordinated Consulting Services. Coordinated Consulting Services was procured under the sole source method on an emergency basis in response to the COVID-19 pandemic. The previous contract from 2020-2022 totaled: \$149,000. With the increased stability and clarity surrounding the pandemic the Agency engaged in market research to determine if there were other like and competitive emergency-preparedness consulting firms. The term "competitive" was based on the following factors:

- Cost
- Experience working with a Public Housing Authority





- Active medical and public health expertise on the consulting team
- Federal Emergency Management Agency (FEMA) certification and experience

The market research for a new COOP contract began on August 19<sup>th</sup>, 2022. Five local emergency-preparedness consulting firms in the Pacific Northwest Pacific Northwest, were contacted for responses. The businesses were provided the Agency's previous COOP contract, current COOP document and the specific preferences as listed above. The results from the three responsive emergency-preparedness consulting firms as documented in Section I: Attachments showed that Coordinated Consulting Services was the most qualified based on cost and experience.

#### C. Analysis

The goal of this board order request is to sign a COOP contract with Coordinated Consulting Services which will allow the continued creating and maintaining of the Agency's emergency-preparedness and response plans for both employees and residents. The financial impact will total approximately: \$322,000. All expenses related to the procurement, execution and maintenance of this contract will be allocated across the organization based on how the contracted work is supportive of specific organizational functions..

#### D. Furtherance of the Strategic Equity Plan

In support of Pillar the Certification Office for Business Inclusion and Diversity (COBID) site was referred to for local minority-owned, women-owned and/or emerging small business (MWESB) for janitorial services. An MWESB not found for this procurement. This procedure aligns with Pillar 3 of the Strategic Equity Plan.

In having a Continuity of Operation Plan in place for both employees and residents, this ensures the Agency can be proactive versus reactive to the needs and safety of those we service which aligns with Pillar 2 of the Strategic Equity Plan.

#### E. Alternatives & Other Options

Should the Homes for Good Board of Commissioners have alternative suggestions in lieu of awarding the COOP contract to Coordinated Consulting Services, Homes for Good will respond accordingly.

Should the Homes for Good Board of Commissioners determine the contract cannot be approved, the Homes for Good staff can re-solicit the contract opportunity. This will extend the award of a contract for at least 4-5 months and lead to additional administrative costs.

#### F. Timing & Implementation



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If the Homes for Good Board of Commissioners approve the board order Homes for Good staff will send the attached drafted contract for Coordinated Consulting Services to review. Once all contractual edits are finalized, Homes for Good and Coordinated Consulting Services will execute a Continuity of Operation Plan contract. The intent is to have all agreements signed by the first week of November 2022.

G. Recommendation

It is recommended that the Homes for Good Board of Commissioners approve the contract award of COOP consulting to Coordinated Consulting Services.

H. Follow Up

Follow-up from the Homes for Good Board of Commissioners will not be needed for this board order.

I. Attachments

- [Previous COOP contract](#)
- [Drafted COOP contract](#)
- [Sole Source Memo](#)
- [Current COOP document](#)

IN THE BOARD OF COMMISSIONERS OF THE  
HOMES FOR GOOD HOUSING AGENCY, OF LANE COUNTY OREGON

ORDER 22-26-10-04H

In the Matter of Continuity of Operations Plan  
Contract Award Approval

WHEREAS, Homes for Good is permitted to award the Continuity of Operations Plan Contract to Coordinated Consulting Services; and

WHEREAS, a market research analysis was initiated on August 19<sup>th</sup>, 2022 in which five emergency-preparedness firms were contacted for quotes and information

WHEREAS, Coordinated Consulting Services was determined the most qualified based on cost and experience

WHEREAS, notice of sole source intent to award will be advertised in the Register Guard on October 17<sup>th</sup> and October 24<sup>th</sup> with options to contest

WHEREAS, Pillars 2 and 3 of the Homes for Good Strategic Equity Plan (SEP) were followed.

NOW IT IS THEREFORE ORDERED THAT:

The Homes for Good Board of Commissioners approve award of the Continuity of Operations Plan contract to Coordinated Consulting Services.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022

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Chair, Homes for Good Board of Commissioners

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Secretary, Homes for Good Board of Commissioners



## PROFESSIONAL SERVICES AGREEMENT

### FOR CONTINUITY OF OPERATIONS PLAN DEVELOPMENT

This Agreement is entered into this 19th day of May, 2020 (Effective Date), by and between Homes for Good Housing Agency ("Agency") and Coordinated Consulting Service ("Contractor"), to provide professional services for Continuity of Operations Plan Development ("Project"). All terms of the following exhibits are hereby incorporated by reference into this Agreement, and Contractor agrees to comply with each:

- Exhibit A – Scope of Work
- Exhibit B – Professional Fees
- Exhibit C – Insurance Coverage Required
- Exhibit D – Public Contracting Requirements

WHEREAS, Agency has a need for the type of professional services provided by Contractor;

WHEREAS, Contractor agrees that it is qualified to perform the services and desires to provide those services to Agency;

NOW, THEREFORE, THE PARTIES AGREE:

1. Term. The Term of this Agreement shall extend from the Effective Date, above, to December 31, 2020 or as stated in the Scope of Work, or earlier terminated pursuant to provisions of this Agreement.
2. Scope of Work.
  - 2.1 Generally, Contractor shall provide Agency all materials and services associated with providing professional services for the Project.
  - 2.2 Specifically, Contractor shall provide the professional services for the Project, as specified in the attached **Exhibit A**, "Scope of Work."
  - 2.3 If Agency requests Contractor to expand the Scope of Work, Contractor will submit a requested change in work and price, if any, in writing to Agency with associated explanations for the changes. All modifications to the Scope of Work shall be in writing and signed by an authorized representative of each party before Contractor undertakes any such work or incurs associated costs. Any additional work will be provided on a time and expense basis up to an agreed upon not-to-exceed price, which will be added to the compensation set in Section 3 of this Agreement.
3. Compensation.
  - 3.1 In consideration for Contractor's performance of the Scope of Work, Agency agrees to pay, and Contractor agrees to accept, Compensation in

the maximum not to exceed amount of \$50,000 based upon the fees set forth in the attached **Exhibit B**, "Professional Fees." Contractor shall not perform and Agency shall not pay for Contractor's services which are outside the Scope of Work, unless this Agreement is amended per Sections 2.3 and 16.

3.2 Agency shall not be obligated to pay any amount greater than that stated in Section 3.1. Contractor shall perform such additional work as may be necessary to correct errors in the services required under this Agreement without undue delays and without additional cost.

3.3 Invoices for Contractor's services shall be based upon Contractor's fees and hourly rates as set forth in **Exhibit B**. These amounts shall be billed to the Agency in summary form, detailing the previous month's fees and costs and the percentage of the Project completed to date, on or about the 15th day of each month for all services performed through the last day of the prior month. Backup invoices, supporting documentation, and records evidencing the progress made on the Project to date shall be provided by Contractor at Agency's request.

#### 3.4 Payments.

3.4.1 Agency will review Contractor's invoice and within ten (10) days of receipt notify Contractor in writing if there is a disagreement or dispute with the invoice. If there are no such disputes, Agency shall pay the invoice amount in full within thirty (30) days of invoice send date.

3.4.2 If Agency fails to make any payment due Contractor for services and expenses within thirty (30) days of the send date on Contractor's invoice therefore, late fees will be added to amounts due Contractor at the rate of 1.0 percent (1%) per month from original invoice date. In addition, Contractor may, after giving seven (7) days' written notice to Agency, suspend services under this Agreement until Contractor has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.

3.4.3 Agency shall reimburse Contractor for pre-approved expenses reasonably incurred by Contractor in furtherance of its duties under this Agreement. Such expenses may include mileage, meals, or hotel accommodations. Agency shall not reimburse for any expense, unless Contractor first obtains Agency's prior written authorization before incurring such expense. Contractor will provide appropriate documentation and receipts of such expenditures when submitting them for reimbursement.

4. Covenants. Contractor agrees to faithfully and diligently perform the duties required by the Agreement and will not engage in any activity that is or may be

contrary to the welfare, interest, or benefit of the Agency. At all times during the term of this Agreement, Contractor shall have all licenses and permits necessary to perform the Scope of Work.

5. Agency Responsibilities.

5.1 In addition to Agency's payment obligations, as set forth in Section 3.4 above, Agency shall report the total amount of all payments to Contractor, including any expenses, in accordance with federal Internal Revenue Services and State of Oregon Department of Revenue Regulations.

5.2 Agency shall make all provisions for Contractor to enter upon public and private property as necessary to perform Contractor's duties under this Agreement. Agency shall also provide all licenses and permits necessary to perform this Agreement.

6. Independent Contractor.

6.1 Contractor is an independent contractor for all purposes and is not entitled to any compensation other than the compensation provided for under this Agreement. The performance of this Agreement is at Contractor's sole risk. Contractor is not an officer, employee or agent as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to any claims between Agency and Contractor.

6.2 While Agency reserves the right to set various schedules and evaluate the quality of Contractor's completed work, Agency cannot and will not control the means and manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work provided for under this Agreement.

6.3 Contractor is responsible for all federal and state taxes applicable to compensation and payment paid to Contractor under this Agreement and will not have any amounts withheld by Agency to cover Contractor's tax obligations. Any subcontractor hired by Contractor is similarly responsible.

6.4 Contractor is not eligible for any Agency fringe benefit plans.

6.5 It is recognized that Contractor may or will be performing work during the term for other parties and that Agency is not the exclusive user of the services that Contractor provides.

6.6 Contractor, its subcontractors, if any, and all employees working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all their subject workers or be exempt under ORS 656.126.

7. Federal Funds. If payment under this Agreement is to be charged against federal funds, Contractor is not currently employed by the federal government and the amount charged does not exceed Contractor's normal charge for the type of service provided.
8. No Benefits. Contractor will not be eligible for any federal Social Security, state Worker's Compensation, unemployment insurance or Public Employees Retirement System benefits from payments made pursuant to this Agreement, except as a self-employed individual.
9. PERS. Contractor is not a member of the Oregon Public Employees Retirement System and is not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
10. Indemnity. To the extent permitted by law, Contractor shall protect, defend, indemnify and hold the Agency harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Agreement or Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of Agency.
11. Insurance. Contractor shall provide all insurance called for on **Exhibit C**, "Insurance Coverage Required". Carrier shall be rated A- or better by A.M. Best, and authorized to do business in the State of Oregon.
  - 11.1 Contractor shall: (a) provide the Agency with a copy of a current Certificate of Insurance with the coverages listed on **Exhibit C** to: Homes for Good Housing Agency, FAO Ela Kubok, 100 W 13<sup>th</sup> Avenue, Eugene, OR 97401; (b) include Agency as an additional insured for insurance required in **Exhibit C**; and (c) provide Agency with 30-day notice prior to cancellation.
  - 11.2 Should any policy be canceled before final payment by Agency to Contractor and should Contractor fail to immediately procure other insurance as specified, Agency reserves the right to procure such insurance and to deduct the cost thereof from any sum due Contractor under this Agreement. Any insurance bearing any adequacy of performance shall be maintained after completion of the Agreement for the full guaranteed period.
  - 11.3 Responsibility for payment of damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from Contractor's operation under this Agreement.

12. Public Contracting Requirements. Contractor shall comply with all federal, state and local laws and ordinances applicable to the work done under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contract Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth on **Exhibit D**, "Public Contracting Requirements."
13. Non-Collusion. By execution of this Agreement, Contractor certifies under penalty of perjury that Contractor and all of its employees are independent of Agency and Contractor has not employed any person to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee.
14. Standard of Care. The standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professionals performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation, and shall perform such additional work as may be necessary to correct errors required under this Agreement without undue delay and without additional costs.
15. Work Product. All work performed by Contractor and compensated by Agency pursuant to this Agreement shall be the property of Agency upon full compensation for that work performed or document produced by Contractor, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers and grants to Agency all rights of reproduction and the copyright to all such documents. However, in the event Agency reuses or modifies any materials furnished to Agency by Contractor, without Contractor's involvement or consent, then Contractor shall not be responsible for the materials.
16. Amendment. Modifications or amendments to this Agreement shall be effective only if in writing and signed by an authorized representative of each party.
17. Dispute Resolution. The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, the parties shall submit all disputes, including interpretation, rescission, validity or enforcement, except for claims which may have been waived by the making or acceptance of final payment, to arbitration in accordance with the Oregon Uniform Arbitration Act, ORS 36.600, et seq. Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Lane County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties. Arbitrator shall establish rules for the arbitration which include the following conditions:



- 17.1 The location of the arbitration shall be in Eugene, Oregon;
- 17.2 The Agreement is to be governed by and under the laws of the State of Oregon;
- 17.3 Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees. The prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements; and
- 17.4 Judgment upon award rendered by the Arbitrator may be entered in a court in Lane County, Oregon.
18. Continuation During Disputes. Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute and Agency shall make payments as required by the Agreement for undisputed portions of work.
19. Consent to Jurisdiction. The parties hereby consent to jurisdiction of the Lane County Circuit Court, Lane County, Oregon, over all legal matters pertaining to this Agreement, including, but not limited to, its enforcement, interpretation or rescission.
20. Termination.
- 20.1 Termination for Convenience. This Agreement may be terminated by mutual consent of the parties upon written notice at any time. In addition, Agency may terminate all or part of this Agreement for any or no reason by giving seven (7) days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Upon termination under this section, Contractor shall be entitled to payment in accordance of the terms of this Agreement for work completed and accepted before termination, less previous amounts paid in any claims Agency has against Contractor. Contractor shall submit an itemize invoice for all uncompensated work completed before termination and all Agreement close-out costs actually incurred by Contractor. Agency shall not be liable for any costs invoiced later than thirty (30) days after termination, unless Contractor can show good cause beyond its control for the delay.
- 20.2 Termination for Default.
- 20.2.1 If the Agency fails to perform in the manner called for in this Agreement or if the Agency fails to comply with any other provisions of the Agreement, the Contractor may terminate this Agreement for default after giving the Agency the notice and opportunity to cure required by this Section. Prior to termination for default, the Contractor must give the Agency written notice of the breach and of the Contractor's intent to terminate. If the Agency has not entirely cured the breach within fifteen (15) days

of the date of the notice, then the Contractor may terminate the Agreement at any time thereafter by giving the Agency a written notice of termination.

20.2.2 If the Contractor fails to perform in the manner called for in this Agreement or if the Contractor fails to comply with any other provisions of the Agreement, the Agency may terminate this Agreement for default. Termination shall be affected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor shall be paid the Agreement price only for services performed in accordance with the manner of performance as set forth in this Agreement.

21. Remedies. In the event of breach of this Agreement, the parties shall have the following remedies:
- 21.1. If terminated under Section 20.2 by Agency due to a breach by Contractor, Agency may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the compensation to Contractor as provided under this Agreement, then Contractor shall pay to Agency the amount of the reasonable excess.
  - 21.2. In addition to the above remedies for a breach by Contractor, Agency also shall be entitled to any other equitable and legal remedies that are available.
  - 21.3. If Agency breaches this Agreement, Contractor's remedy shall be limited to termination of the Agreement and receipt of Agreement payments to which Contractor is entitled.
  - 21.4. Agency shall not be liable for any indirect, incidental, consequential, or special damages under the Agreement or any damages arising solely from termination the Agreement in accordance with its terms.
22. Disengagement Agreement. Upon receiving a notice of termination, and except as otherwise directed in writing by Agency, Contractor will continue to perform services to the date agreed upon as the termination date.
23. Force Majeure. Contractor shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such failure is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.
24. Waiver. Failure of the Agency to enforce any provision of the Agreement shall not constitute a waiver or relinquishment by the Agency of the right to such performance in the future nor of the right to enforce that or any other provision of this Agreement.

25. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of any confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality. Contractor shall require similar agreements from any Contractor subcontractors to maintain the confidentiality of Agency information.
26. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:
- |  |  |
|--|--|
| <p>AGENCY:</p> <p>Homes for Good Housing Agency<br/>100 West 13<sup>th</sup> Avenue<br/>Eugene, OR 97401</p> | <p>CONTRACTOR:</p> <p>Coordinated Consulting Services, Inc.<br/>10445 SW Canyon Road, Suite #242<br/>Beaverton, OR 97005</p> |
|--|--|
27. Assignment. Contractor shall not assign or subcontract any of its obligations under this Agreement without Agency's prior written consent, which may be granted or withheld in Agency's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Agreement. Agency's consent to any assignment or subcontract shall not release Contractor from liability under this Agreement or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment, or subcontract, and Agency shall incur no obligation other than its obligations under this Agreement.
28. Severability. If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
29. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.
30. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Project.
31. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party.

AGENCY

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Jacob Fox, Executive Director  
Homes for Good Housing Agency

CONTRACTOR

DATE: 6-30-20 \_\_\_\_\_

BY:  \_\_\_\_\_

April Lawless, Chief Executive Officer  
Coordinated Consulting, Inc.

## EXHIBIT A

### Scope of Work

#### **Continuity of Operations Plan (COOP) Update /Expansion:**

- COOP Phases (Base Plan).
  - Initial response.
  - Relocation.
  - Devolution.
  - Business recovery.
  - Restoration/reconstitution.
  - Preparedness.
- Additional Annexes.
  - Pandemic and infectious disease of high consequence (IDHC) annex.
    - Descriptions, assumptions, and indicators for a tiered response.
    - Response actions for each tier.
    - Continuity actions for each tier.
  - Earthquake plan annex.
  - Other hazard-specific annexes based on the hazard vulnerability assessment (HVA) or jurisdictional HVA.
  - Expanded Restoration/Reconstitution Procedures
- Integration of existing continuity and preparedness documentation into standardized plan format

#### **Hazard Vulnerability Assessment (HVA)**

- Review of jurisdictional HVAs and other assessments/analyses.
- Identification of hazards.
- Selection of impact categories.
- Finalization of HVA tool.
- Facilitation of workshop to obtain stakeholder input for HVA tool.
- Development of HVA report.

#### **Organization-wide Business Impact Assessment (BIA)**

- Customization of BIA data collection tool.
  - Establishment of recovery time objectives (RTOs).
  - Identification of impact categories
- Facilitation of interviews and workshops to collect data from subject matter experts.
- Data aggregation and analysis.
- Departmental BIA reports.
- Overall Organization BIA report

## **Training and Evaluation.**

- Existing COOP plans, procedures, COVID-19 guidance, safety protocols, risk communication
  - Evaluate current response with regards to staff well-being and concerns, communication and IT systems, new work space, etc.
- Future training.
  - Explanation of business continuity phases and hazard-specific annexes.
  - Discussion based exercise (tabletop) designed to evaluate planning, training, exercising, and preparedness equipment and supplies.

EXHIBIT B

PROFESSIONAL FEES

**Hourly Rates for Project Staff by Position**

<b>Position</b>	<b>Job Description</b>	<b>Hourly Rate</b>
Project Manager/Principal	This position oversees the execution of project deliverables and tasks by providing strategic direction during all phases of the project. This person will also conduct a final review of all client deliverables.	\$110
Lead Preparedness Planner	This position manages the development of draft and final continuity plans, emergency preparedness and response procedures, training materials, exercise materials, and other deliverables as required by the project. This person may also serve as a primary point of contact throughout the project.	\$95
Preparedness Planner	This position assists with the development of plans and related documents, conducts project-related research, and supports the Lead Preparedness Planner throughout the course of the project.	\$75
Project Assistant	This person will assist in the execution of project tasks and deliverables by scheduling meetings and conference calls, taking meeting minutes, following up on action items, document management and formatting, and facilitating communication as needed during the project.	\$55

## EXHIBIT C

### INSURANCE COVERAGE REQUIRED

General Liability Insurance with a limit of no less than \$1,000,000 per occurrence and an aggregate limit of no less than \$2,000,000.

Homes for Good Housing Agency listed as additional insured.

Professional Indemnity Insurance (Errors & Omissions) \$1,000,000 minimum.

Workers' Compensation Insurance for Contractor's employees at no less than statutory limits.

Automobile Insurance with liability coverage at no less than statutory limits.



## EXHIBIT D

### PUBLIC CONTRACTING REQUIREMENTS

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the Agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or their surety from their or its obligation with respect to any unpaid claim. If the Agency is unable to determine the validity of any claim for labor or material furnished, the Agency may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).
- (8) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq). ORS 279B.235(3).
- (9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a

notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).

(10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.

(11) The contract may be canceled at the election of Agency for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

(12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385. Contractor represents and warrants that the contractor has complied with the tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor covenants to continue to comply with the tax laws of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state before the contractor executed the public contract or during the term of the public contract is a default for which a contracting agency may terminate the public contract and seek damages and other relief available under the terms of the public contract or under applicable law. ORS 279B.045 and 305.385.

(13) Contractor certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.

(14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.



Professional Services Agreement

*Continuity of Operations Plan Development &  
Maintenance*



100 West 13th Avenue, Eugene, OR 97401 • PH 541-682-3755 • FAX 541-682-3411

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## BASIC OVERVIEW

This Agreement is entered into this [REDACTED] day of [REDACTED], 2022 (Effective Date), by and between Homes for Good Housing Agency ("Agency") and Coordinated Consulting Service ("Contractor"), to provide professional services for Continuity of Operations Plan Development and Maintenance ("Project"). All terms of the following exhibits are hereby incorporated by reference into this Agreement, and Contractor agrees to comply with each:

- ❖ Agreements
- ❖ Exhibit A: Scope of Work
- ❖ Exhibit B: Professional Fees
- ❖ Exhibit C: Insurance Coverage Required
- ❖ Exhibit D: Public Contracting Requirements

WHEREAS Agency has a need for the type of professional services provided by Contractor

WHEREAS Contractor agrees that it is qualified to perform the services and desires to provide those services to Agency



## AGREEMENTS

Now therefore, both parties agree to:

### 1. TERM

The term of this Agreement shall extend from the Effective Date, above to [REDACTED], 2027 or as stated in the Scope of Work, or earlier terminated pursuant to provisions of this Agreement

### 2. SCOPE OF WORK

- 2.1 Generally, Contractor shall provide Agency all materials and services associated with providing professional services for the Project.
- 2.2 Specifically, Contractor shall provide the professional services for the Project, as specified in the attached Exhibit A, **"Scope of Work."**
- 2.3 If Agency requests Contractor to expand the Scope of Work, Contractor will submit a requested change in work and price, if any, in writing to Agency with associated explanations for the changes. All modifications to the Scope of Work shall be in writing and signed by an authorized representative of each party before Contractor undertakes any such work or incurs associated costs. Any additional work will be provided on a time and expense basis up to an agreed upon not-to-exceed price, which will be added to the compensation set in Section 3 of this Agreement.

### 3. COMPENSATION

- 3.1 In consideration for Contractor's performance of the Scope of Work, Agency agrees to pay, and Contractor agrees to accept, Compensation with not to exceed amount of \$322,000 based upon the fees set forth in the attached Exhibit B, **"Professional Fees."** Contractor shall not perform, and Agency shall **not pay for Contractor's services which** are outside the Scope of Work, unless this Agreement is amended per Sections 2.3 and 16.
- 3.2 Agency shall not be obligated to pay any amount greater than that stated in Section 3.1. Contractor shall perform such additional work as may be necessary to correct errors in the services required under this Agreement without undue delays and without additional cost.
- 3.3 **Invoices for Contractor's services shall be based upon Contractor's fees and hourly rates** as set forth in Exhibit B. These amounts shall be billed to the Agency in summary **form, detailing the previous month's fees and costs and the percentage of the Project** completed to date, on or about the 15th day of each month for all services performed through the last day of the prior month. Backup invoices, supporting documentation, and records evidencing the progress made on the Project to date shall be provided by **Contractor at Agency's request.**
- 3.4 Payments



- 3.4.1 **Agency will review Contractor's invoice and within ten (10) days of receipt** notify Contractor in writing if there is a disagreement or dispute with the invoice. If there are no such disputes, Agency shall pay the invoice amount in full within thirty (30) days of invoice send date.
- 3.4.2 If Agency fails to make any payment due Contractor for services and expenses **within thirty (30) days of the send date on Contractor's invoice therefore, late fees** will be added to amounts due Contractor at the rate of 1.0 percent (1%) per month from original invoice date. In addition, **Contractor may, after giving seven (7) days'** written notice to Agency, suspend services under this Agreement until Contractor has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.
- 3.4.3 Agency shall reimburse Contractor for pre-approved expenses reasonably incurred by Contractor in furtherance of its duties under this Agreement. Such expenses may include mileage, meals, or hotel accommodations. Agency shall not reimburse **for any expense, unless Contractor first obtains Agency's prior written authorization** before incurring such expense. Contractor will provide appropriate documentation and receipts of such expenditures when submitting them for reimbursement.

#### 4. COVENANTS

Contractor agrees to faithfully and diligently perform the duties required by the Agreement and will not engage in any activity that is or may be contrary to the welfare, interest, or benefit of the Agency. At all times during the term of this Agreement, Contractor shall have all licenses and permits necessary to perform the Scope of Work.

#### 5. AGENCY RESPONSIBILITIES

- 5.1 **In addition to Agency's payment obligations, as set forth in Section 3.4 above,** Agency shall report the total amount of all payments to Contractor, including any expenses, in accordance with federal Internal Revenue Services and State of Oregon Department of Revenue Regulations.
- 5.2 Agency shall make all provisions for Contractor to enter upon public and private property **as necessary to perform Contractor's duties under this Agreement. Agency shall also** provide all licenses and permits necessary to perform this Agreement.

#### 6. INDEPENDENT CONTRACTOR

- 6.1 Contractor is an independent contractor for all purposes and is not entitled to any compensation other than the compensation provided for under this Agreement. **The performance of this Agreement is at Contractor's sole risk. Contractor is not an officer,** employee or agent as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to any claims between Agency and Contractor.
- 6.2 While Agency reserves the right to set various schedules and evaluate the quality of **Contractor's completed work, Agency cannot and will not control the means and manner**



of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work provided for under this Agreement.

6.3 Contractor is responsible for all federal and state taxes applicable to compensation and payment paid to Contractor under this Agreement and will not have any amounts **withheld by Agency to cover Contractor's tax obligations**. Any subcontractor hired by Contractor is similarly responsible.

6.4 Contractor is not eligible for any Agency fringe benefit plans.

6.5 It is recognized that Contractor may or will be performing work during the term for other parties and that Agency is not the exclusive user of the services that Contractor provides.

6.6 Contractor, its subcontractors, if any, and all employees working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all their subject workers or be exempt under ORS 656.126.

## 7. FEDERAL FUNDS

If payment under this Agreement is to be charged against federal funds, Contractor is not currently employed by the federal government and the amount charged does not exceed **Contractor's normal charge for the type of service provided**.

## 8. NO BENEFITS

**Contractor will not be eligible for any federal Social Security, state Worker's Compensation, unemployment insurance or Public Employees Retirement System benefits from payments made pursuant to this Agreement, except as a self-employed individual.**

## 9. PERS

Contractor is not a member of the Oregon Public Employees Retirement System and is not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

## 10. INDEMNITY

To the extent permitted by law, Contractor shall protect, defend, indemnify and hold the Agency harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods **provided under this Agreement or Contractor's violation of any law, ordinance or regulation**, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of Agency.





## 11. INSURANCE

Contractor shall provide all insurance called for on Exhibit C, **"Insurance Coverage Required"**. Carrier shall be rated A- or better by A.M. Best and authorized to do business in the State of Oregon

11.1 Contractor shall:

11.1.1 Provide the Agency with a copy of a current Certificate of Insurance with the coverages listed on Exhibit C to: Homes for Good Housing Agency, Attn: Jasmine Leary, 100 W 13<sup>th</sup> Ave, Eugene, OR 97401

11.1.2 Include Agency as an additional insured for insurance required in Exhibit C

11.1.3 Provide Agency with 30-day notice prior to cancellation.

11.2 Should any policy be canceled before final payment by Agency to Contractor and should Contractor fail to immediately procure other insurance as specified, Agency reserves the right to procure such insurance and to deduct the cost thereof from any sum due Contractor under this Agreement. Any insurance bearing any adequacy of performance shall be maintained after completion of the Agreement for the full guaranteed period.

11.3 Responsibility for payment of damages: Nothing contained in these insurance **requirements is to be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from Contractor's operation under this Agreement.**

## 12. PUBLIC CONTRACTING REQUIREMENTS

Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work done under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contract Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth on Exhibit D, **"Public Contracting Requirements."**

## 13. NON-COLLUSION

By execution of this Agreement, Contractor certifies under penalty of perjury that Contractor and all its employees are independent of Agency and Contractor has not employed any person to solicit or secure this Agreement for a commission, percentage, brokerage, or contingent fee.

## 14. STANDARD OF CARE

**The standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professionals performing the same or similar services at the time such services are performed.** Contractor will re-perform any services not meeting this standard without additional compensation and shall perform such additional work as may be necessary to correct errors required under this Agreement without undue delay and without additional costs.

## 15. WORK PRODUCT

All work performed by Contractor and compensated by Agency pursuant to this Agreement shall be the property of Agency upon full compensation for that work performed or document



produced by Contractor, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers and grants to Agency all rights of reproduction and the copyright to all such documents. However, in the event Agency reuses or modifies any materials **furnished to Agency by Contractor, without Contractor's involvement or consent, then Contractor shall not be responsible for the materials.**

#### 16. AMENDMENT

Modifications or amendments to this Agreement shall be effective only if in writing and signed by an authorized representative of each party.

#### 17. DISPUTE RESOLUTION

The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, the parties shall submit all disputes, including interpretation, rescission, validity or enforcement, except for claims which may have been waived by the making or acceptance of final payment, to arbitration in accordance with the Oregon Uniform Arbitration Act, ORS 36.600, et seq. Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Lane County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. **The arbitrator's decision shall be binding upon the parties. Arbitrator shall establish rules for the arbitration which include the following conditions:**

- 17.1 The location of the arbitration shall be in Eugene, Oregon.
- 17.2 The Agreement is to be governed by and under the laws of the State of Oregon.
- 17.3 Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees. The prevailing party shall recover, and the losing party hereby agrees to **pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements.**
- 17.4 Judgment upon award rendered by the Arbitrator may be entered in a court in Lane County, Oregon.

#### 18. CONTINUATION DURING DISPUTES

Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute and Agency shall make payments as required by the Agreement for undisputed portions of work.

#### 19. CONSENT TO JURISDICTION

The parties hereby consent to jurisdiction of the Lane County Circuit Court, Lane County, Oregon, over all legal matters pertaining to this Agreement, including, but not limited to, its enforcement, interpretation, or rescission.



## 20. TERMINATION

### 20.1 Termination for Convenience

This Agreement may be terminated by mutual consent of the parties upon written notice at any time. In addition, Agency may terminate all or part of this Agreement for any or no reason by giving seven (7) days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Upon termination under this section, Contractor shall be entitled to payment in accordance with the terms of this Agreement for work completed and accepted before termination, less previous amounts paid in any claims Agency has against Contractor. Contractor shall submit an itemize invoice for all uncompensated work completed before termination and all Agreement close-out costs actually incurred by Contractor. Agency shall not be liable for any costs invoiced later than thirty (30) days after termination, unless Contractor can show good cause beyond its control for the delay.

### 20.2 Termination for Default

20.2.1 If the Agency fails to perform in the manner called for in this Agreement or if the Agency fails to comply with any other provisions of the Agreement, the Contractor may terminate this Agreement for default after giving the Agency the notice and opportunity to cure required by this Section. Prior to termination for default, the Contractor must give the Agency written notice of the breach and of the **Contractor's intent to terminate**. If the Agency has not entirely cured the breach within fifteen (15) days of the date of the notice, then the Contractor may terminate the Agreement at any time thereafter by giving the Agency a written notice of termination.

20.2.2 If the Contractor fails to perform in the manner called for in this Agreement or if the Contractor fails to comply with any other provisions of the Agreement, the Agency may terminate this Agreement for default. Termination shall be affected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor shall be paid the Agreement price only for services performed in accordance with the manner of performance as set forth in this Agreement.

## 21. REMEDIES

In the event of breach of this Agreement, the parties shall have the following remedies:

- 21.1 If terminated under Section 20.2 by Agency due to a breach by Contractor, Agency may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the compensation to Contractor as provided under this Agreement, then Contractor shall pay to Agency the amount of the reasonable excess.
- 21.2 In addition to the above remedies for a breach by Contractor, Agency also shall be entitled to any other equitable and legal remedies that are available.
- 21.3 **If Agency breaches this Agreement, Contractor's remedy shall be limited to termination of the Agreement and receipt of Agreement payments to which Contractor is entitled.**



21.4 Agency shall not be liable for any indirect, incidental, consequential, or special damages under the Agreement or any damages arising solely from termination the Agreement in accordance with its terms.

22. DISENGAGEMENT AGREEMENT

Upon receiving a notice of termination, and except as otherwise directed in writing by Agency, Contractor will continue to perform services to the date agreed upon as the termination date.

23. FORCE MAJEURE

Contractor shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such failure is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion, or war.

24. WAIVER

Failure of the Agency to enforce any provision of the Agreement shall not constitute a waiver or relinquishment by the Agency of the right to such performance in the future nor of the right to enforce that or any other provision of this Agreement

25. CONFIDENTIALITY

Contractor shall maintain the confidentiality, both external and internal, of any confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality. Contractor shall require similar agreements from any Contractor subcontractors to maintain the confidentiality of Agency information

26. NOTICE

Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally recognized private express courier:

*AGENCY:*

Homes for Good Housing Agency  
100 W 13<sup>th</sup> Ave  
Eugene, OR 97401

*CONTRACTOR:*

Coordinated Consulting Services, Inc.  
10445 SW Canyon Road, Suite #242  
Beaverton, OR 97005

27. ASSIGNMENT

Contractor shall not assign or subcontract any of its obligations under this Agreement without **Agency's prior written consent, which may be granted or withheld in Agency's sole discretion.** Any subcontract made by Contractor shall incorporate by reference all the terms of this **Agreement. Agency's consent to any assignment or subcontract shall not release Contractor** from liability under this Agreement or from any obligation to be performed under this Agreement,



whether occurring before or after such consent, assignment, or subcontract, and Agency shall incur no obligation other than its obligations under this Agreement.

#### 28. SEVERABILITY

If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

#### 29. FACSIMILE SIGNATURES

The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

#### 30. ENTIRE AGREEMENT

This Agreement shall be the exclusive agreement between the parties for the Project.

#### 31. SIGNATURES

This Agreement is not effective unless and until it is approved, signed, and dated by an authorized representative of each party.



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*AGENCY*

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Jacob Fox, Executive Director  
Homes for Good Housing Agency

*CONTRACTOR*

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_



## Exhibit A: Scope of Work

### [INTRODUCTION]

Homes for Good has developed this four-year Integrated Preparedness Plan (IPP) based on hazards and **threats identified in the agency's 2021 Hazard Vulnerability Assessment**. The assessment identified **several priority areas that will strengthen Homes for Good's ability to prevent, mitigate, respond to, and recover from threats and hazards that may occur**. These priority areas and activities have been **incorporated into this IPP to support Homes for Good's commitment to enhancing whole-community preparedness**.

### [PURPOSE]

The purpose of the Homes for Good IPP is to document and organize the processes needed to strengthen preparedness capabilities. The IPP supports engagement in activities that will help build resilience for **Homes for Good's organization, staff, and clients**. Successful execution and implementation of the proposed activities will ultimately support faster recovery from emergencies and disasters.

### [PREPAREDNESS SCHEDULES]

This IPP outlines a progressive approach for improving all-hazards preparedness for Homes for Good. In keeping with the Homeland Security Exercise and Evaluation Program (HSEEP) guidelines, this IPP contains preparedness schedules for four years (2022 – 2025). The schedules address the following five priority areas:

- ❖ Planning
- ❖ Organizing
- ❖ Equipping
- ❖ Training
- ❖ Exercises

**The preparedness schedules display Homes for Good's training and exercise activities for 2022-2025**. The activities promote communication and collaboration with community and corporate partners and helps to reduce duplication of efforts by identifying existing opportunities and collaborative efforts. The IPP is dynamic and will be used as an Agency guide to continuity activities and does not require that all activities are completed in each quarter. The IPP will be reviewed quarterly to verify the planned continuity activities align with current Agency goals and capacity. Larger updates will occur annually



during the Integrated Preparedness Planning Workshop (IPPW). Additional activities may be added each year as the organization expands its capabilities and community partnerships.

[2023 INTEGRATED PREPAREDNESS SCHEDULE]

	PLANNING	ORGANIZING	EQUIPPING	TRAINING	EXERCISES
Q1	<p>Perform annual review and update COOP, annexes, procedures, IPP</p> <p>Perform annual review and update of Olive bldg. safety procedures</p> <p>Earthquake (COOP) annex</p>	<p>ICS structure – refine and adjust as needed</p>	<p>Emergency communications equipment – consider additional units</p> <p>Safety Systems Check *</p> <p>First Aid and Safety Supplies Check**</p>	<p>IS-325: Earthquake Basics: Science, Risk, and Mitigation (all staff)</p>	<p>Fire/evacuation drill</p> <p>Annual communications drill – test emergency comms with residents</p>
Q2	<p>Perform annual review and update of heat and wildfire smoke plans</p>	<p>Coordination with local first responders – outreach and plan synchronization</p>	<p>Generator for residential buildings with elevators and for Laurelwood Homes in Florence</p>	<p>COOP training for select staff</p> <p>Annual heat and wildfire smoke training</p>	<p>Great Oregon Shakeout</p> <p>Mini-Tabletop: Tsunami</p>
Q3	<p>Tsunami procedures</p>	<p>Coordinate with local planners and residents around local tsunami planning and preparedness</p>		<p>IS-326: Community Tsunami Preparedness (management staff only)</p>	
Q4	<p>Personal preparedness guidelines for staff – initial development</p>	<p>Safety Committee – conduct meeting to review routine and emergency response safety issues</p> <p>Full-time safety planner and trainer</p>	<p>Emergency preparedness supplies for critical staff (e.g., backpacks, snow tires, etc.)</p>		<p>Yearly tabletop or operational exercise: Earthquake</p>

\* Safety Systems Check - Fire extinguishers, smoke alarms and sprinkler system – ensure they are onsite, not expired, and in working order (consult with bldg. mgmt. if needed)

\*\* First Aid and Safety Supplies Check - First aid kits and emergency supplies (flashlights, bottled water [one gallon per staff member], hand-crank radio, etc.) – ensure on site





[2024 INTEGRATED PREPAREDNESS SCHEDULE]

	PLANNING	ORGANIZING	EQUIPPING	TRAINING	EXERCISES
Q1	<p>Perform annual review and update COOP, annexes, procedures, IPP</p> <p>Facilities disruption procedures (electrical, communication, HVAC, sewer)</p>	<p>ICS structure – refine and adjust as needed</p>	<p>Emergency communications equipment – consider additional units</p> <p>Safety Systems Check *</p> <p>First Aid and Safety Supplies Check**</p>	<p>IS-906: Workplace Security Awareness (all staff)</p>	<p>Fire/evacuation drill</p> <p>Annual communications drill – test emergency comms</p>
Q2	<p>Perform annual review and update of heat and wildfire smoke plans</p>	<p>Coordination with local first responders – outreach and plan synchronization</p>		<p>Annual heat and wildfire smoke training</p>	<p>Great Oregon Shakeout</p> <p>Mini-Table Top: Facilities disruption <u>OR</u> Information systems failure</p>
Q3	<p>Business Impact Analysis (BIA review and update)</p> <p>Annual influenza procedures</p> <p>HCID/Pandemic (COOP) annex review and update</p>	<p>Coordination with county preparedness partners – conduct outreach and plan synchronization</p>	<p>High-lift, 4-wheel drive vehicles/trucks equipped with emergency supplies (2)</p>		<p>Mini-Tabletop: COOP during influenza pandemic</p>
Q4	<p>Memoranda of Understanding (MOU) (with essential vendors and service providers) – initial development</p>	<p>Safety Committee – conduct meeting to review routine and emergency response safety issues</p>	<p>Annual review of emergency preparedness supplies for critical staff (e.g., backpacks, snow tires, etc.)</p>	<p>IS-907: Active Shooter: What You Can Do (all staff)</p>	<p>Yearly tabletop or operational exercise: Information systems failure <u>OR</u> facilities disruption</p>

\* Safety Systems Check - Fire extinguishers, smoke alarms and sprinkler system – ensure they are onsite, not expired, and in working order (consult with bldg. mgmt if needed)

\*\* First Aid and Safety Supplies Check - First aid kits and emergency supplies (flashlights, bottled water [one gallon per staff member], hand-crank radio, etc.) – ensure on site



[2025 INTEGRATED PREPAREDNESS SCHEDULE]

	PLANNING	ORGANIZING	EQUIPPING	TRAINING	EXERCISES
Q1	<p>Perform annual review and update COOP, annexes, procedures, IPP</p> <p>Suspicious package/substance procedure</p>	<p>ICS structure – refine and adjust as needed</p> <p>Part-time or full-time continuity lead</p>	<p>Emergency communications equipment – consider additional units</p> <p>Safety Systems Check *</p> <p>First Aid and Safety Supplies Check **</p>	<p>CPR training including defibrillator (refresher training for staff and new hires as needed)</p>	<p>Mini-Tabletop: Suspicious package/substance</p> <p>Fire/evacuation drill</p> <p>Annual communications drill – test emergency comms with residents</p>
Q2	<p>Perform annual review and update of heat and wildfire smoke plans</p>	<p>Coordination with local first responders – outreach and plan synchronization</p>		<p>COOP training for select staff</p> <p>Annual heat and wildfire smoke training</p>	<p>Great Oregon Shakeout</p>
Q3	<p>Damaging winds procedures</p>	<p>Coordination with county preparedness partners – conduct outreach and plan synchronization</p>		<p>First aid training including Narcan administration (refresher training for staff and new hires as needed)</p>	<p>Mini-Tabletop: damaging winds</p>
Q4	<p>Olive building safety procedures – review and update</p>	<p>Safety Committee – conduct meeting to review routine and emergency response safety issues</p>	<p>Annual review of emergency preparedness supplies for critical staff (e.g., backpacks, snow tires, etc.)</p>		<p>Yearly tabletop or operational exercise: scenario TBD</p>

\* Safety Systems Check - Fire extinguishers, smoke alarms and sprinkler system – ensure they are onsite, not expired, and in working order (consult with bldg. mgmt if needed)

\*\* First Aid and Safety Supplies Check - First aid kits and emergency supplies (flashlights, bottled water [one gallon per staff member], hand-crank radio, etc.) – ensure on site



## Exhibit B: Professional Fees

Position	Job Description	Hourly Rate	Designated Hours
Project Manager	This position oversees the execution of project deliverables and tasks by providing strategic direction during all phases of the project. This person will also conduct a final review of all client deliverables.	\$125	187 hours (1/3)
Lead Planner	This position manages the development of draft and final continuity plans, emergency preparedness and response procedures, training materials, and exercise materials, and other deliverables as required by the project. This person may also serve as a primary point of contact throughout the project.	\$110	373 hours (2/3)
Estimated Annual Total Hours			560
Annual Total			\$64,363



## Exhibit C: Insurance Coverage Required

### GENERAL LIABILITY INSURANCE

- ❖ A limit of no less than \$1,000,000 per occurrence
- ❖ Aggregate limit of no less than \$2,000,000
- ❖ Homes for Good Housing Agency listed as additional insured with an attached Endorsement Page, showing the additional insured as:

Homes for Good Housing Agency  
100 West 13th Avenue  
Eugene, OR 97401

### PROFESSIONAL INDEMNITY INSURANCE

- ❖ Errors & Omissions \$1,000,000 minimum

### **WORKERS' COMPENSATION INSURANCE**

- ❖ For Contractor's employees
- ❖ At no less than statutory limits

### AUTOMOBILE INSURANCE

- ❖ With liability coverage
- ❖ At no less than statutory limits



## Exhibit D: Public Contracting Requirements

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
4. Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
5. Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the Agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or their surety from their or its obligation with respect to any unpaid claim. If the Agency is unable to determine the validity of any claim for labor or material furnished, the Agency may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
6. Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
7. All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).



8. Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq). ORS 279B.235(3).
9. The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).
10. All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
11. The contract may be canceled at the election of Agency for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
12. Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385. Contractor represents and warrants that the contractor has complied with the tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor covenants to continue to comply with the tax laws of this state during the **term of the public contract. Contractor's failure to comply with the tax laws of this state** before the contractor executed the public contract or during the term of the public contract is a default for which a contracting agency may terminate the public contract and seek damages and other relief available under the terms of the public contract or under applicable law. ORS 279B.045 and 305.385.
13. Contractor certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.
14. **As used in this section, "nonresident contractor" means a contractor that has not paid** unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, **does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident** contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.



Professional Services Agreement  
*Continuity of Operations Plan &  
Development Maintenance*

# memo

To: Homes for Good Board of Commissioners  
 From: Jasmine Leary, Solicitation Coordinator  
 Date: October 26<sup>th</sup>, 2022  
 Re: Continuity of Operations Plan Maintenance

Description: The contract is for consulting, development, **and maintenance of Homes for Good’s Continuity of Operations Plan (COOP)**

History: Homes for Good has had one contract previously for COOP. It was solicited as an emergency non-competitive contract in response to the COVID-19 pandemic.

Rationale: After solicitation of several sources, competition is determined inadequate.

Efforts: Homes for Good sent inquiries to five (5) emergency management and preparedness consulting agencies. Along with the inquires for quotes, Homes for Good provided the current COOP for reference, a current scope of work and highlighted specific qualifications the Agency deemed pivotal to a successful COOP. Three consulting agencies responded to the inquiry.

Future Efforts: In the future Homes for Good would like to seek out more local and diverse businesses. To encourage more local engagement and increase opportunities, the Contract would be awarded to multiple consultants with a collaborative Scope of Work.

Market Results:

	Experience with PHA	Active medical & public health expertise	FEMA certification & experience	Hourly Rates
Consultant #1	YES	YES	YES	<ul style="list-style-type: none"> <li>▪ Project Manager \$125.00</li> <li>▪ Lead Planner \$100.00</li> </ul>
Consultant #2	<i>City and County experience</i>	NO	YES	<ul style="list-style-type: none"> <li>▪ Project Executive \$215.72</li> <li>▪ Subject/Industry Matter Specialist \$197.46</li> <li>▪ Project Manager \$188.35</li> <li>▪ Senior Consultant \$159.25</li> <li>▪ Consultant \$134.74</li> </ul>
Consultant #3	YES	<i>Public Health experience (Tillamook) but not active medical staff on team</i>	YES	<ul style="list-style-type: none"> <li>▪ Annual Maintenance of COOP \$15,000.00</li> <li>▪ Additional Hourly Services \$85.00</li> </ul>



# authorization

*Jasmine D. Leary*

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Solicitation Coordinator, Jasmine Leary

10.14.2022

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Date

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Executive Director, Jacob Fox

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Date

# Homes for Good Continuity of Operations Plan

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Second Edition  
February 2022

Please contact Homes for Good via  
[executivedirector@homesforgood.org](mailto:executivedirector@homesforgood.org)  
to request a full copy of the  
Continuity of Operations Plan.



# BOARD OF COMMISSIONERS AGENDA ITEM

**BOARD MEETING DATE:** 10/26/2022

**AGENDA TITLE:** In the Matter of Professional Janitorial Services Contract Award Approval

**DEPARTMENT:** Supportive Housing Division

**CONTACT :** Jasmine Leary

**EXT:** 2501

**PRESENTER:** Jasmine Leary

**EXT:** 2501

**ESTIMATED TIME :** 5 minutes

- ORDER/RESOLUTION**
- PUBLIC HEARING/ORDINANCE**
- DISCUSSION OR PRESENTATION (NO ACTION)**
- APPOINTMENTS**
- REPORT**
- PUBLIC COMMENT ANTICIPATED**

**Approval Signature**

**EXECUTIVE DIRECTOR:**

A handwritten signature in black ink, appearing to be "JL", is written over a horizontal line.

**DATE:** 10/18/2022

**LEGAL STAFF :**

**DATE:**

**MANAGEMENT STAFF:**

**DATE:**



100 West 13th Avenue, Eugene, OR 97401 • PH 541-682-3755 • FAX 541-682-3411

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## HOMES FOR GOOD MEMORANDUM

TO: Homes for Good Board of Commissioners  
FROM: Jasmine Leary, Executive Support Coordinator  
TITLE: In the Matter of Professional Janitorial Services Contract Award Approval  
DATE: October 26<sup>th</sup>, 2022

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### MOTION:

It is moved that the Homes for Good Board of Commissioners approve the award of the Professional Janitorial Services Contract. The intended awardee is Bay Area Enterprises for a 1-year contract with two 1-year options to renew, totaling a maximum contract term of three years. The 3-year contract value is: \$218,000. The service area will be the following Agency-owned properties:

- Parkview Terrace
- Maplewood Meadows
- Veneta Villa
- Abbie Lane
- Fourteen Pines
- Village Oaks

### DISCUSSION:

#### A. Issue

The Professional Janitorial Services contract is a 1-year contract with two 1-year options of renew, totaling a maximum contract term of three years. The annual value of the contract is: \$72,503.12. The 3-year contract value is: \$218,000. The contract signing threshold for the Executive Director is: \$150,000 therefore the contract award must be approved by the Homes for Good Board of Commissioners. The Invitation to Bid (IFB), Intent to Award and a drafted contract can be found in Part I: Attachments.

#### B. Background

The solicitation for a new janitorial contract was posted on the Homes for Good website, advertised in the Register Guard, offered to local Oregon Forward participants and local MWESB's. Oregon Forward are DAS approved business that employ those with qualifying disabilities. MWESB's are Minority-owned, Women-owned and/or Emerging Small Businesses. A voluntary pre-bid meeting was held for bidders to ask questions and receive clarification on the solicitation



packet. Homes for Good received three bids. The submitted quotes from the other two businesses are under the \$150,000 threshold. Bay Area Enterprises during bid opening was deemed responsive and responsible. Further analysis was conducted on the submitted quotes by the Portfolio Manager and Solicitation Coordinator. Homes for Good previously had two janitorial contracts for two Agency-owned properties: Parkview Terrace and Riverview Terrace. Total costs for the previous contracts from 2020-2022 totaled: \$50,946.

C. Analysis

The goal of this board order passing is to sign a portion of the Professional Janitorial Services contract with Bay Area Enterprises an Oregon Forward organization and supplement a Notice to Proceed with work. The financial impact for will total: \$218,000. All expenses related to the procurement, execution and maintenance of this contract have been budgeted and accounted for by the Supportive Housing Division.

D. Furtherance of the Strategic Equity Plan

The Certification Office for Business Inclusion and Diversity (COBID) site was referred to for local minority-owned, women-owned and/or emerging small business (MWESB) for janitorial services. One minority-owned business submitted a bid, and their quotes are within the Executive Director approval threshold.

E. Alternatives & Other Options

If the Homes for Good Board of Commissioners has alternative suggestions in lieu of awarding a portion of the Professional Janitorial Services contract to Bay Area Enterprises an Oregon Forward organization, Homes for Good will respond accordingly.

Should the Homes for Good Board of Commissioners determine this contract cannot be approved, the Homes for Good staff is willing to re-solicit the contract opportunity. This will extend the award of a contract for at least 2-3 months and require more administrative costs.

F. Timing & Implementation

If the Homes for Good Board of Commissioners approve the board order Homes for Good will send the attached drafted contract for Bay Area Enterprises to review. Once all contractual edits (as needed) are finalized, Homes for Good and Bay Area Enterprises will sign and enter into a Professional Janitorial Services contract. The intent to have all agreements signed by the first week of November 2022. A Notice to Proceed will be provided to Bay Area Enterprises, an Oregon Forward organization to initiate janitorial services at Agency-owned properties.



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G. Recommendation

It is recommended that the Board of Commissioners approve the partial contract award of Professional Janitorial Services to Bay Area Enterprises an Oregon Forward organization.

H. Follow Up

Follow-up from the Homes for Good Board of Commissioners will not be needed if this board order is approved.

I. Attachments

- [Invitation for Bid](#)
- [Addendum One](#)
- [Addendum Two](#)
- [Addendum Two Exhibit A](#)
- [Intent to Award](#)
- [Draft: Professional Janitorial Services Contract](#)

IN THE BOARD OF COMMISSIONERS OF THE  
HOMES FOR GOOD HOUSING AGENCY, OF LANE COUNTY OREGON

ORDER 22-26-10-05H

In the Matter of Professional Janitorial  
Services Contract Award Approval

WHEREAS, Homes for Good is permitted to award the Professional Janitorial Services Contract to Bay Area Enterprises; and

WHEREAS, a bid packet was released on the Homes for Good website on August 16<sup>th</sup>, 2022;

WHEREAS, an advertisement was placed in the Register Guard for two consecutive weeks starting August 28<sup>th</sup>, 2022

WHEREAS, Pillars 1 and 3 of the Homes for Good Strategic Equity Plan (SEP) were followed; and

WHEREAS, a voluntary pre-bid meeting was held virtually on September 8<sup>th</sup>, 2022, at 4:00 p.m.; and

WHEREAS, bid opening was held on September 20<sup>th</sup>, 2022 at 4:15 p.m. Three responsive and responsible bids were received and evaluated.

NOW IT IS THEREFORE ORDERED THAT: The Homes for Good Board of Commissioners approve award of a portion of the Professional Janitorial Services Contract to Bay Area Enterprises

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022

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Chair, Homes for Good Board of Commissioners

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Secretary, Homes for Good Board of Commissioners





## Routine Professional Janitorial Services

*CONTRACT #: 22-P-0037*

### Bids Due

Tuesday, September 20<sup>th</sup>, 2022 at 4:00 p.m.

### Voluntary Pre-Bid Meeting

Thursday, September 8<sup>th</sup>, 2022 at 4:00 p.m.

<https://us02web.zoom.us/j/82429197412>

### Bid Opening

Tuesday, September 20<sup>th</sup>, 2022 at 4:15 p.m.

Homes for Good  
100 W. 13<sup>th</sup> Ave  
Eugene, OR 97408

Solicitation Coordinator

Jasmine Leary

PH: (541) 682-2501

Email: [jleary@homesforgood.org](mailto:jleary@homesforgood.org)



### REQUEST FOR QUOTE:

The Homes for Good Housing Agency is now accepting bids from qualified professional janitorial businesses for routine professional janitorial cleaning at eight (8) Agency-managed sites:

These sites are:

1. Lindeborg Place, 840 Holly St., Junction City, OR 97448
2. Cresview Villa, 350 S. 2<sup>nd</sup> St., Creswell, OR 97426
3. Riverview Terrace, 925 W. Main St., Cottage Grove, OR 97424
4. McKenzie Village, 300 W. Fairview, Springfield, OR 97477
5. Fairview (Central Maintenance), 300 W. Fairview, Springfield, OR 97477

### PLEASE NOTE: NUMBERS 1 THROUGH 5 HAVE APPLICABLE WAGE RATES

6. Firwood Apartments, 2111-2139 W. 12<sup>th</sup> Ave, Eugene, OR 97402
  - This contract is for *1-year, with two-1-year options to renew for a total period of 3 years, with a not to exceed total contract value of \$150,000.00*. A labor and material rate increase may be discussed within the first three (3) months of each calendar year only if materials and/or labor have increased.
  - Homes for Good, at its sole discretion, reserves the right to award this contract to more than one firm if it is determined a demand exists.
  - General Conditions and Specifications of work apply to all work done on this contract.
  - All Qualified contractors, all Minority Business Enterprises and Section 3 businesses are encouraged to participate in this solicitation.
  - Please review the linked forms.
  - HUD Determined Wage Rates apply to this request and can be found below.
  - Please review and complete the forms located at the end of this packet
  - All questions should be directed to the Solicitation Coordinator

### SCOPE OF WORK:

The request is for professional janitorial service to clean areas as described in this request and consists of but are not limited to, offices, hallways, bathrooms, lobbies, stairways, elevators, and shared community spaces. The scope involves general janitorial cleaning, mopping, waxing, sanitizing, sweeping, and emptying trash and recycling. The chosen contractor and employee(s) should be well training, familiar with the trade and industry standards, have professional appearance and works well with people. **List under "Attached Documents" are more specific details regarding the sites, specifications, and contract.**

### WAGE RATE DETERMINATION:

There will be applicable Minimum Wage Rates for sites numbered 1 through 5 as listed above that are established by HUD Department of Labor Relations for all work performed under this contract. There will be no minimum wage rates required for numbers 6 through 8 as listed above.

### QUALIFICATIONS:

REFERENCES: A minimum of three references must be supplied by a low bidder, along with information regarding the owners and work force available, and longevity and history of business.



The Agency may verify and visit the three referenced sites. The Agency may choose to not award a contract based upon these reference checks or other pertinent information. If this occurs, then the next lowest bidder may be considered.

#### AWARD OF CONTRACT:

This contract will be awarded to the qualified bidder offering the best value for this Agency. Best Value includes but is not limited to lowest price submitted by a qualified bidder, ability of the **bidder's** company to supply trained, licensed, and experienced personnel, references, appropriate equipment for performing the required work, employees available.

Qualified bidders may be contacted for an informal interview for more detailed information and confirmation of quoted information. Homes for Good reserves the right to not award any firm if it is in the best interest of this Agency to do so or based upon the results of credit and reference checks, review of the quality of work of the bidding Contractor.

*Homes for Good reserves the right to reject any, and all bids not in compliance with the described public bid requirements and may reject for good cause or waive any informality in bids received whenever such rejection or waiver is in the public interest to do so. The Agency complies with State and Federal laws and regulations relating to discrimination and employment, including the Americans with Disabilities Act (ADA 1990).*

*This Agency may review any the following prior to selection of the Contractor:*

- A job cost breakdown, work force availability, work history.
- Number of anticipated work hours per week/month.
- Previous contract performance with this Agency.
- Site review/inspection of Contractors current work.
- An evaluation of references and other non-Agency work history.
- Applicable experience.

#### ADDITIONAL WORK:

During the awarded contract period, Homes for Good may request additional work and the Contractor will be asked to provide a cost for that work. This Agency may or may not authorize such additional work to the awarded contractor and reserves the right to use another Contractor.

#### INSURANCE COVERAGE REQUIREMENTS

At signing of contract, the awarded Contractor is required to provide the Agency with Certificates of Insurance showing the following Insurance is in force and will insure all operations under this contract:

**Contractors shall not cancel, materially change, or not renew insurance coverage's during the period of this contract.** Any insurance bearing any adequacy of performance shall be maintained after completion of the contract for the full warrant/guarantee period.

Nothing **contained in the insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from the Contractor's operation under a contract with Homes for Good.**



## GENERAL CONTRACTOR

(1) *WORKERS' COMPENSATION*, in accordance with State Law. The general Contractor, its subcontractor, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, or otherwise be exempt under ORS 656.126.

(2) *AUTOMOBILE LIABILITY*, for owned and non-owned motor vehicles used on the site or in connections therewith for a combined single limit for bodily injury and property damage of not less than \$500,000 per occurrence.

(3) *COMMERCIAL GENERAL LIABILITY*, and *Professional Liability*: the minimum limit of liability shall be \$1,000,000 per occurrence written, with a combined single limit for bodily injury and property damage.

**The General Contractor's General Liability policy shall name the Agency as "Additional Insured" for this project, with an attached Endorsement Page, showing the additional insured as:**

Homes for Good Housing Agency  
100 West 13th Avenue, Eugene, OR 97401

## PLEASE READ THE ATTACHED DOCUMENTS

- [Drug Free Workplace Requirement](#)
- [HUD 5369 – B: Instructions to Offerors – Non-Construction](#)
- [HUD 5370 – C: General Conditions for Non-Construction Contracts](#)
- [HUD Determined Wage Rate](#)
- [Cleaning Specifications](#)
- [General Contract Conditions](#)
- [Homes for Good Site Location Property Contacts](#)

## PLEASE COMPLETE THE FOLLOWING FORMS

- *Bid Forms*
- *Independent Contractor Certification Form*
- *Section 3 Clause and Certification Form*
- *Reference Sheet*
- *Bidder Attestation*



## BID FORMS

The undersigned, having familiarized [ ] themselves with the local conditions affecting the cost of the work, and with the Specifications including, Invitation for Bid, Instructions to Bidder, this Bid, Contract Specifications, the General Conditions, the Description of the Work, and Addenda, if any thereto, as prepared by Homes for Good and on file at: 100 West 13th Avenue, Eugene, OR 97401, hereby propose to furnish all labor, equipment, and materials for the Routine Professional Janitorial Services as detailed in the Request for Proposal and listed herein.

In submitting this (these) bid(s), it is understood that the right is reserved by the Homes for Good Housing Agency to reject any, and all bids. If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within 30 days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond (if any) within ten (10) days after the contract is presented to them for signature.

Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.

### PLEASE REVIEW INSTRUCTIONS TO BIDDERS

When the proposing firm is unsure of the process or forms completion, it is their responsibility to contact the Solicitation Coordinator for clarification.

### INSTRUCTIONS TO BIDDERS

#### *Routine Professional Janitorial Services*

When preparing the total bid, carefully review all the requirements per site. Work includes all labor, equipment, and materials.

The bid forms included in the next section must be completed in-total for a bid to be considered responsive. You can submit forms in-person prior to the due date and time. You may also send in your proposal in an envelope marked as: *Contract #: 22-P-0037 Routine Professional Janitorial Services*. Addressed to 100 West 13th Avenue, Eugene, OR 97401., Attn: Jasmine Leary. (No faxed bids).

Bidder will record a fee per service for all work to be performed. Bids must accurately reflect the cost of performing the work, and be based upon the specifications, and any minimum HUD Determined or other minimum wage rate payment requirements.



Quote Form

- Column 2 indicates each sites preferred cleaning frequency
- Calculate the estimated cost for a singular cleaning occurrence based off the preference specification (i.e.: how much does it cost to complete all the tasks for a singular weekly, bi-weekly, monthly, quarterly, or annual visit)
- Multiply the Column 3 by the number indicated in Column 4

SITE (1)	SITE FREQUENCY (2)	COST (3)	ANNUAL COST (4)
Lindeborg Place 840 Holly St. Junction City, or 97448	Monthly		(x12) =
	Quarterly		(x4) =
	Annually		(x1) =
Cresview Villa 350 S. 2 <sup>nd</sup> St. Creswell, OR 97426	Quarterly		(x4) =
	Annual		(x1) =
Riverview Terrace 925 W. Main St. Cottage Grove, OR 97424	Bi-Weekly/Weekly		(x26) =
	Annually		(x1) =
McKenzie Village 300 W. Fairview Springfield, OR 97477	Weekly		(x52) =
	Quarterly		(x4) =
	Annually		(x1) =
Fairview Central Maintenance 300 W. Fairview Springfield, OR 97477	Weekly		(x52) =
	Quarterly		(x4) =
	Annually		(x1) =
Firwood Apartments 2111-2139 W. 12 <sup>th</sup> Ave Eugene, OR 97402	Quarterly		(x4) =

[See next page]



The proposer represents that they [ ] have, [ ] have not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that they [ ] have, [ ] have not, filed all required compliance reports; and those representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.

**Certification of Non-Segregated Facilities:** By signing this proposal, the proposer certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. They certify further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their work at any location, under their control, where segregated facilities are maintained. The proposer agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. They further agree that (except where they have obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that they will retain such certifications in their files; and that they will forward a notice to their proposed subcontractors as provided in the instruction to proposers.

**Drug Free Environment Certification:** By signing this proposal, the proposer certifies that they will, or will continue to, provide a drug-free workplace while performing work at the contracted location, and will adhere and perform to the directions stipulated in the Special Conditions, item 18, Drug Free Workplace Requirement.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.



INDEPENDENT CONTRACTOR CERTIFICATION FORM

NOTE: Oregon law, ORS 701.075, requires your business to qualify as an independent contractor (demonstrate that you are in business for yourself and not an employee) in-order to be registered with the Construction Contractors Board (formerly called the Builders Board).

You can qualify as an independent contractor by certifying that you meet all the following standards as required by ORS chapters 310, 316, 656, 657, 670 and 701;

- (1) You provide labor and services free from direction and control, subject only to the accomplishment of specified results.
(2) You are responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law.
(3) You furnish the tools or equipment necessary to do the work.
(4) You have the authority to hire and fire employees to perform the work.
(5) You are paid on completion of the project or based on a periodic retainer.
(6) You are registered with the Construction Contractors Board (as required).
(7) You filed Federal and state income tax returns for the business for the previous year if you performed labor or services as an independent contractor in the previous year.
(8) You represent to the public that you are an independently established business, by indicating that you meet four (4) or more of the following:
A) You work primarily at a location separate from your residence.
B) You have purchased commercial advertising, business cards, or have a trade association membership.
C) You use a telephone listing and service separate from your personal residence listing and service.
D) You perform labor or services only pursuant to written contracts.
E) You perform labor or services for two or more different persons within a period of one year.
F) You assume financial responsibility for defective workmanship and breach of contract, as evidenced by performance bonds or liability insurance coverage.

I hereby certify that the above information is correct.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_
(Owner, partner, or corporate officer)

Entity: \_\_\_\_\_





## SECTION 3 COMPLIANCE

In order for Homes for Good to meet the requirements of Section 3 documentation, each contractor is requested to certify whether or not they are a Section 3 business concern. Information in this section will assist in making that determination. Please complete and submit to Homes for Good as appropriate.

**The purpose of 'Section 3' is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted project covered by Section 3, shall, to the greatest extent feasible, be directed to low – and very low-income persons, particularly persons who are recipients of HUD assistance for housing.**

Work to be performed under a Homes for Good contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. 1701u (Section 3).

In such case as the Award is not from a Formal Bid Process, the contractor will be required to complete the form and submit it with the contract documents.

- A. The work to be performed under this contract is subjected to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of the workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employee and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled
  1. after the contractor is selected but before the contract is executed, and
  2. with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.



- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination, and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible:
1. preference and opportunities for training and employment shall be given to Indians, and
  2. preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.

Parties to this contract will be required to comply with the provisions of Section 3 of Housing and Urban Development Act of 1968 as amended (herein referred to as Section 3 requirements). Such provisions require that economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, be given to low income residents of the metropolitan area in which the project is located and to businesses that provide economic opportunities for these persons.

*Contracts exceeding **\$1.00** are considered "**Section 3 Covered Contracts**" and are thus subject to the provisions contained in 24 CFR Part 75. Bids or proposals exceeding \$1.00 must include an indication of whether or not the firm submitting the bid or proposal **is a "Section 3 Business Concern"***



### SECTION 3 CLAUSE & CERTIFICATION FORM

Examples of efforts to offer training and employment opportunities to Section 3 residents include, but is not limited to, practices like those listed here. Please check those that apply to your company.

- Establishing training programs, which are consistent with the requirements of the Department of Labor, for public housing residents and other Section 3 residents in the building trades.
- Advertising the training and employment positions available by distributing flyers (which identify the positions available and the application process) to every occupied dwelling unit in the housing development where the funds are to be expended.
- Advertising the training and employment positions by posting flyers (which identify the positions available and the application process) in the common areas or other prominent areas of the housing development or developments.
- Posting job descriptions with transitional housing in the service area of the Section 3 covered project.
- Contacting Resident councils with employment opportunity information and request their assistance in notifying residents of training and employment opportunities.
- Sponsoring a job informational meeting to be conducted by Homes for Good or contractor representative at a location in the housing development.
- Arranging assistance in completing job applications and conducting job interviews for residents of the housing development or developments where the project is located.
- Arranging for a location within the development or developments where completed applications may be delivered to and collected by a recipient or contractor representative.
- Contacting agencies administering HUD Youthbuild Programs for their help in recruiting applicants.
- Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for training and employment opportunities.
- Advertising the jobs to be filled through the local media.
- Employing a job coordinator to match contractor needs with eligible and qualified Section 3 residents.
- Where there are more qualified Section 3 residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 residents for future employment positions.
- Undertaking job counseling education and related programs in association with local educational institutions.
- Undertaking continued job training efforts to ensure that the continued employment of Section 3 residents previously hired for employment opportunities.



**INSTRUCTIONS.**

In order for Homes for Good to meet the requirements of Section 3, each contractor is asked to certify whether or not they are a Section 3 business concern. The following information will assist in making that determination. After reviewing the information, please complete the certification at the bottom of the page which states that you are or are not a Section 3 Contractor.

Section 3 of the Housing and Urban Development Act of 1968 states that, to the greatest extent feasible, opportunities for training and employment should be given to very low/low income residents of the HUD-assisted project area. In the case of a Section 3 Certified business, should a job opening occur as a result of this contract, "a good faith effort" must be made to hire and/or train lower-income persons.

**A SECTION 3 BUSINESS CONCERN IS...**

- a. That is 51% or more owned by Section 3 residents; or
- b. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents or, within three (3) years of the date of first employment with the business concern, were Section 3 residents; or
- c. That provides evidence of a commitment to subcontract in excess of 25 percent (%) of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth above.

**A SECTION 3 RESIDENT IS...**

- a. A public housing resident; or
- b. An individual who resides in the metropolitan area in which the Section 3 covered assistance is expended, and who is low-income person or a very low-income person. The following income limits are considered low or very low-income persons

	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Extra Low Income	\$16750.00	\$19150.00	\$23030.00	\$27750.00	\$32470.00	\$37190.00	\$41910.00	\$46630.00
Very Low Income	\$27900.00	\$31850.00	\$35850.00	\$39800.00	\$43000.00	\$46200.00	\$49400.00	\$52550.00
Low Income	\$44600.00	\$51000.00	\$57350.00	\$67300.00	\$68800.00	\$73900.00	\$79000.00	\$84100.00

COMPLETE AND SUBMIT THE FORM ON THE NEXT PAGE WITH DOCUMENTS



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HAVING READ THE SECTION 3 CLAUSE, I HEREBY CERTIFY THAT I AM [ ] OR AM NOT [ ] A SECTION 3 BUSINESS CONCERN AND THAT I WILL TAKE STEPS TO THE "GREATEST EXTENT FEASIBLE" TO OFFER TRAINING AND EMPLOYMENT OPPORTUNITIES THAT MAY ARISE FROM THIS PROJECT TO SECTION 3 RESIDENTS:

NAME OF COMPANY: \_\_\_\_\_

NAME OF SIGNER: \_\_\_\_\_  
(PLEASE PRINT)

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

*COMPLETE AND SUBMIT THIS FORM WITH DOCUMENTS*



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THREE REFERENCES FOR SIMILAR WORK  
(May include work previously provided for Homes for Good)

REFERENCE #1:

NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE \_\_\_\_\_

PERIOD OF PERFORMANCE: From \_\_\_\_\_ to \_\_\_\_\_

DESCRIPTION OF WORK: \_\_\_\_\_

REFERENCE #2:

NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE \_\_\_\_\_

PERIOD OF PERFORMANCE: From \_\_\_\_\_ to \_\_\_\_\_

DESCRIPTION OF WORK: \_\_\_\_\_

REFERENCE #3:

NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE \_\_\_\_\_

PERIOD OF PERFORMANCE: From \_\_\_\_\_ to \_\_\_\_\_

DESCRIPTION OF WORK: \_\_\_\_\_

*I attest that the information presented is true and accurate. Permission is granted for the Homes for Good to contact and/or review work with each of the above sites and companies.*

Signature: \_\_\_\_\_

COMPLETE AND SUBMIT THIS FORM WITH DOCUMENTS



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**BIDDER SIGNATURE**  
ATTESTING QUOTE AMOUNTS AND OTHER CERTIFICATIONS

NAME OF BIDDER (Company): \_\_\_\_\_

COMPANY OFFICIAL ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

COMPANY FEDERAL ID #: \_\_\_\_\_ PHONE #: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
(SIGN ORIGINAL ONLY)

For your bid to be accepted, please check the box at the left verifying that you have read this document, the attachments, and fully understand the work requested and that you have also reviewed the [Standard Agency Contract](#) that will be initiated after the contract award process.

COMPLETE AND SUBMIT THIS FORM WITH DOCUMENT



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## ADDENDUM NUMBER ONE

Project #: 22-P-0037

Routine Professional Janitorial Services

Eugene, Oregon

August 23<sup>rd</sup>, 2022

### CHANGES TO REQUEST FOR QUOTE

Request for Quote [pg. 2]

Add: The Homes for Good Housing Agency is now accepting bids from qualified professional janitorial businesses for routine professional janitorial cleaning at twelve (12) Agency managed sites:

These sites are:

1. Parkview Terrace, 255 High St. Eugene, OR 97401
2. Lindeborg Place, 840 Holly St., Junction City, OR 97448
3. Cresview Villa, 350 S. 2<sup>nd</sup> St., Creswell, OR 97426
4. Riverview Terrace, 925 W. Main St., Cottage Grove, OR 97424
5. McKenzie Village, 300 W. Fairview, Springfield, OR 97477
6. Fairview (Central Maintenance), 300 W. Fairview, Springfield, OR 97477
7. Maplewood Meadows, 2855 Matt Dr. Eugene, OR 97408
8. Veneta Villa, 25115 E. Broadway, Veneta, OR 97487

PLEASE NOTE: NUMBERS 1 THROUGH 8 HAVE APPLICABLE WAGE RATES

9. Firwood Apartments, 2111-2139 W. 12<sup>th</sup> Ave, Eugene, OR 97402
10. Abbie Lane, 1011 Abbie Lane Eugene, OR 97401
11. Fourteen Pines 2712-2844 Willakenzie Rd., Eugene, OR 9701
12. Village Oaks, 3602-3.622 W. 18<sup>th</sup> Eugene, OR 97402



CHANGES TO QUOTE FORM

Quote Form [pg. 6]

Add: Quote form reflecting newly added properties to RFQ can be found in *Exhibit A: Quote Form*

GENERAL

General:

Note: All implied, inferred, or direct verbal responses from Solicitation Coordinator, agents of owner (stated at Pre-Bid walk through, by phone, email etc.) are not valid or binding unless noted in writing in this addendum

General:

Note: Use enclosed Addenda Receipt, or similar Addenda Receipt, to acknowledge receipt of this Addendum when submitting your Bid.

Addendum Number One issued August 23<sup>rd</sup>, 2022, and authorized by: Jasmine Leary, Solicitation Coordinator

*Jasmine d. Leary*

Jasmine Leary

Solicitation Coordinator



Addendum Receipt

For Project Number: 22-P-0037
Titled: Routine Professional
Janitorial Services
Addendum Numbered: ONE
Dated: August 23rd, 2022
With Pages Numbered: 1-2

By my signature below I acknowledge:

- Receipt of the noted Addendum
That is has been fully reviewed, and
That all terms included therein are incorporated into the Bid

Name \_\_\_\_\_

Title \_\_\_\_\_

Business \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

COMPLETE THIS FORM AND SUBMIT WITH BID DOCUMENTS

All bidders must complete and sign this form, or similar Addendum Receipt form, for each Addendum issued. The form is to be submitted with he bid documents. A bid may be considered non-responsive if a completed Addendum Receipt is not submitted with the quote, for each Addendum issued.



EXHIBIT A			
SITE (1)	SITE FREQUENCY (2)	COST (3)	ANNUAL COST (4)
Parkview Terrace 255 High St. Eugene, OR 97401	Weekly		(x52) =
	Monthly		(x12) =
	Annually		(x1) =
Lindeborg Place 840 Holly St. Junction City, or 97448	Monthly		(x12) =
	Quarterly		(x4) =
	Annually		(x1) =
Cresview Villa 350 S. 2 <sup>nd</sup> St. Creswell, OR 97426	Quarterly		(x4) =
	Annual		(x1) =
Riverview Terrace 925 W. Main St. Cottage Grove, OR 97424	Bi-Weekly/Weekly		(x26) =
	Annually		(x1) =
McKenzie Village 300 W. Fairview Springfield, OR 97477	Weekly		(x52) =
	Quarterly		(x4) =
	Annually		(x1) =
Fairview Central Maintenance 300 W. Fairview Springfield, OR 97477	Weekly		(x52) =
	Quarterly		(x4) =
	Annually		(x1) =
Maplewood Meadows 2855 Matt Dr. Eugene, OR 97408	Quarterly		(x4) =
Veneta Villa 25115 E. Broadway Veneta, OR 97487	Quarterly		(x4) =
	Annually		(x1) =
NO HUD WAGE RATE BELOW			
Firwood Apartments 2111-2139 W. 12 <sup>th</sup> Ave Eugene, OR 97402	Quarterly		(x4) =
Abbie Lane 1011 Abbie Lane Eugene, OR 97401	Bi-Weekly		(x26) =
	Annually		(x1) =
Fourteen Pines 2712-2844 Willakenzie Rd. Eugene, OR 97401	Weekly		(x52) =
	Bi-Weekly		(x26) =
	Annually		(x1) =
Village Oaks 3602-3622 W. 18 <sup>th</sup> Eugene, OR 97402	Weekly		(x52) =
	Bi-Weekly		(x26) =
	Annually		(x1) =



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## ADDENDUM NUMBER TWO

Project #: 22-P-0037

Routine Professional Janitorial Services

Eugene, Oregon

September 8<sup>th</sup>, 2022

CHANGES TO HOMES FOR  
GOOD SITE LOCATION  
PROPERTY CONTACT

Homes for Good Site Location Property Contact [pg. 4]

Add: Email for Property Managers included as a point of contact. See link: [Exhibit A](#)

CHANGES TO INSTRUCTIONS  
TO BIDDERS

Instruction to Bidders [pg. 5#]

Add: Bidders can request to visit a specific site by contacting the Property Manager directly. **Property Managers' contact information is listed on the Homes for Good Site Location Property Contact sheet.** Bids can be submitted for all properties or for a select **few properties. It at the bidder's discretion.**



GENERAL

General:

- ❖ Note: All implied, inferred, or direct verbal responses from Solicitation Coordinator, agents of owner (stated at Pre-Bid walk through, by phone, email etc.) are not valid or binding unless noted in writing in this addendum
- ❖ Note: Use enclosed Addenda Receipt, or similar Addenda Receipt, to acknowledge receipt of this Addendum when submitting your Bid.

Addendum Number One issued September 8<sup>th</sup>, 2022, and authorized by: Jasmine Leary, Solicitation Coordinator

*Jasmine d. Leary*

Jasmine Leary

Solicitation Coordinator



Addendum Receipt

For Project Number: 22-P-0037
Titled: Routine Professional Janitorial Services
Addendum Numbered: TWO
Dated: September 8th, 2022

By my signature below I acknowledge:

- Receipt of the noted Addendum
That is has been fully reviewed, and
That all terms included therein are incorporated into the Bid

Name \_\_\_\_\_

Title \_\_\_\_\_

Business \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

COMPLETE THIS FORM AND SUBMIT WITH BID DOCUMENTS

All bidders must complete and sign this form, or similar Addendum Receipt form, for each Addendum issued. The form is to be submitted with he bid documents. A bid may be considered non-responsive if a completed Addendum Receipt is not submitted with the quote, for each Addendum issued.





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## EXHIBIT A

SITE	PROPERTY MANAGER	PHONE	Email
Parkview Terrace 255 High St. Eugene, OR 97401	Nicole Tarricone	(541) 682.2591	<a href="mailto:ntarricone@homesforgood.org">ntarricone@homesforgood.org</a>
Lindeborg Place 840 Holly St. Junction City, or 97448	Nicole Tarricone	(541) 682.2591	<a href="mailto:ntarricone@homesforgood.org">ntarricone@homesforgood.org</a>
Veneta Villa 25115 E. Broadway Veneta, OR 97487	Nicole Tarricone	(541) 682.2591	<a href="mailto:ntarricone@homesforgood.org">ntarricone@homesforgood.org</a>
Cresview Villa 350 S. 2 <sup>nd</sup> St. Creswell, OR 97426	Travis Baker	(541) 682.2595	<a href="mailto:tbaker@homesforgood.org">tbaker@homesforgood.org</a>
Riverview Terrace 925 W. Main St. Cottage Grove, OR 97424	Travis Baker	(541) 682.2595	<a href="mailto:tbaker@homesforgood.org">tbaker@homesforgood.org</a>
McKenzie Village 300 W. Fairview Springfield, OR 97477	Maryanne Bussey	(541) 682.2569	<a href="mailto:mbussey@homesforgood.org">mbussey@homesforgood.org</a>
Maplewood Meadows 2855 Matt Dr. Eugene, OR 97408	Maryanne Bussey	(541) 682.2595	<a href="mailto:mbussey@homesforgood.org">mbussey@homesforgood.org</a>
Abbie Lane 1011 Abbie Lane Eugene, OR 97401	Alli Schwartz	(541) 682.2573	<a href="mailto:aschwartz@homesforgood.org">aschwartz@homesforgood.org</a>
Fourteen Pines 2712-2844 Willakenzie Rd. Eugene, OR 97401	Alli Schwartz	(541) 682.2573	<a href="mailto:aschwartz@homesforgood.org">aschwartz@homesforgood.org</a>
Village Oaks 3602-3622 W. 18 <sup>th</sup> Eugene, OR 97402	Alli Schwartz	(541) 682.2573	<a href="mailto:aschwartz@homesforgood.org">aschwartz@homesforgood.org</a>
Firwood Apartments 2111-2139 W. 12 <sup>th</sup> Ave Eugene, OR 97402	Travis Baker	(541) 682.2595	<a href="mailto:tbaker@homesforgood.org">tbaker@homesforgood.org</a>
Fairview (Central Maintenance)	Maryanne Bussey	(541) 972.0992	<a href="mailto:mbussey@homesforgood.org">mbussey@homesforgood.org</a>



EXHIBIT A

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October 7<sup>th</sup>, 2023

Bay Are Enterprises  
200 N. Ross  
Coos Bay, OR 97420

RE: Intent to Award

Dear Bay Area Enterprises:

It is the intent of this Agency to award to your company contract # 22-P-0037 for Routine Professional Janitorial Services in the amount of \$218,000.

Please find attached the contract document and a Federal W-9 form, for an authorized signer. Please sign on page 9 of the contract. Return the contract and W-9 form to Jasmine Leary as soon as possible via postal mail or email: [jleary@homesforgood.org](mailto:jleary@homesforgood.org).

A digital version of the contract documents will be returned to you following signing by our Executive Director.

Please forward the following insurance certificates issued by your insurance company to:

Homes for Good Housing Agency  
Attn: Jasmine Leary  
100 W. 13<sup>th</sup> Avenue  
Eugene, Oregon 97401

**GENERAL LIABILITY INSURANCE**

- ❖ A limit of no less than \$1,000,000 per occurrence
- ❖ Homes for Good Housing Agency listed as additional insured with an attached Endorsement Page, showing the additional insured as:

Homes for Good Housing Agency  
100 West 13th Avenue  
Eugene, OR 97401

**WORKERS' COMPENSATION INSURANCE**

- ❖ For Contractor's employees
- ❖ At no less than statutory limits

**AUTOMOBILE INSURANCE**

- ❖ With liability coverage
- ❖ At no less than statutory limits.



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Please email the Solicitation Coordinator: Jasmine Leary at [jleary@homesforgood.org](mailto:jleary@homesforgood.org) if you have any questions or concerns regarding the contract documents.

Sincerely,

*jasmine l. leary*

Jasmine Leary  
*Solicitation Coordinator*



Materials & Services Agreement

*Routine Professional Janitorial Services*

*Contract #22-P-0037*



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## BASIC OVERVIEW

This Agreement is entered into this 1<sup>st</sup> day of November 2022 (Effective Date), by and between Homes for Good Housing Agency (“Agency”) and Bay Area Enterprises (“Contractor”), to provide routine professional janitorial services for Agency-owned properties (“Project”) located at:

- ❖ Parkview Terrace: 255 High St. Eugene, OR 97401
- ❖ Maplewood Meadows: 2855 Matt Dr. Eugene, OR 97408
- ❖ Veneta Villa: 25115 W. Broadway Veneta, OR 97487
- ❖ Abbie Lane: 1011 Abbie Lane Eugene, OR 97401
- ❖ Fourteen Pines: 2712-2844 Willakenzie Rd. Eugene, OR 97401
- ❖ Village Oaks: 3602-3622 W. 18<sup>th</sup> Ave. Eugene, OR 97401

All terms of the following exhibits are hereby incorporated by reference into this Agreement, and Contractor agrees to comply with each:

- ❖ Agreements
- ❖ Exhibit A: Scope of Work
- ❖ Exhibit B: Professional Fees
- ❖ Exhibit C: Insurance Coverage Required
- ❖ Exhibit D: Public Contracting Requirements

WHEREAS, Agency has a need for the type of professional services provided by Contractor

WHEREAS Contractor agrees that it is qualified to perform the services and desires to provide those services to Agency

In consideration of the covenants set forth below:

Bay Area Enterprises  
200 N. Ross  
Coos Bay, OR 97420

Hereinafter referred to as CONTRACTOR, and Homes for Good, hereinafter referred to as AGENCY, mutually contract as follows:





## AGREEMENTS

### 1. SCOPE OF SERVICES

CONTRACTOR will provide all permits, labor and materials to provide routine professional janitorial services as **described within CONTRACTOR'S proposal and AGENCY'S** RFQ for routine professional janitorial services at:

- ❖ Parkview Terrace: 255 High St. Eugene, OR 97401 [*applicable wage rates apply*]
- ❖ Maplewood Meadows: 2855 Matt Dr. Eugene, OR 97408 [*applicable wage rates apply*]
- ❖ Veneta Villa: 25115 W. Broadway Veneta, OR 97487 [*applicable wage rates apply*]
- ❖ Abbie Lane: 1011 Abbie Lane Eugene, OR 97401
- ❖ Fourteen Pines: 2712-2844 Willakenzie Rd. Eugene, OR 97401
- ❖ Village Oaks: 3602-3622 W. 18<sup>th</sup> Ave. Eugene, OR 97401

CONTRACTOR agrees and covenants with AGENCY that CONTRACTOR will comply with the requirements of the bid attachments, conditions, specifications, or proposal; any attached work description or specifications; and the highest industry standards in performing the above-described services.

### 2. COMPENSATION

For the satisfactory performance of this contract, AGENCY agrees to pay CONTRACTOR an amount not to exceed \$218,000 over the contract term. CONTRACTOR will not exceed this maximum Contract amount without AGENCY prior written approval.

PAYMENT shall be made in periodic monthly payments within 30 days of receipt of any proper billing or invoice for performance accepted by AGENCY. In the event of non-payment due to a fee dispute, CONTRACTOR shall continue to perform Contract services.

### 3. CONTRACT DOCUMENTS

Together with this Contract, the documents listed below, **constitute the "Contract Documents"**. In the event of a conflict, the terms of this Contract will govern, followed by Exhibits C, A and B, in that order.

This Contract is subject to:

- ❖ **AGENCY'S** solicitation and scope of work, attached hereto as Exhibit A
- ❖ **CONTRACTOR'S quote, attached as** Exhibit B
- ❖ Applicable ORS 279B provisions, attached as Exhibit C.

### 4. TERM

Unless otherwise terminated in accordance with Section 5, below, this Contract will be valid until November 1<sup>st</sup>, 2023, one (1) year from the date of execution at which time AGENCY may choose to renew for one (1) year for two years – totaling a three (3) year contract period.



## 5. TERMINATION

AGENCY may terminate this Contract effective upon notice to CONTRACTOR for any willful failure or refusal on the part of CONTRACTOR to faithfully perform the Contract according to its terms. In addition, AGENCY may terminate the Contract without cause upon thirty (30) days written notice to CONTRACTOR. Notice shall be provided in accordance with the Notice provision in Section 20. AGENCY will pay CONTRACTOR for all satisfactory work performed up to the termination date.

## 6. INDEMNIFICATION

CONTRACTOR agrees that its performance under this Contract is at **CONTRACTOR'S sole risk and** that CONTRACTOR shall indemnify AGENCY, its commissioners, agents, officers and employees, against, and hold them harmless from, any and all liability for damages, costs, losses and expenses resulting from, arising out of, or in any way connected with this Contract, or from **CONTRACTOR'S failure to perform fully hereunder**, and CONTRACTOR further agrees to defend AGENCY, its commissioners, agents, officers and employees, against all suits, actions or proceedings brought by any third party against them for which CONTRACTOR would be liable hereunder.

## 7. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR is an independent CONTRACTOR and acknowledges that it is responsible for all state and federal taxes related to payments made pursuant to this Contract.

- 7.1 CONTRACTOR is not currently employed by AGENCY and will not be under the direct control of AGENCY.
- 7.2 CONTRACTOR will not be eligible for any federal Social Security, state Workmen's Compensation, unemployment insurance or Public Employees Retirement System benefits from this Contract payment, except as a self-employed individual.
- 7.3 CONTRACTOR is not a member of the Oregon Public Employees Retirement System, nor employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
- 7.4 AGENCY shall report the total amount of all payments to CONTRACTOR, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

## 8. INSURANCE

CONTRACTOR shall maintain during the life of this Contract and provide certification of the following minimum public liability and property damage insurance, which shall protect CONTRACTOR from claims for injuries including accidental death, as well as from claims for property damage, which may arise from the performance of work under this Contract:

- 8.1 Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability naming AGENCY as



an additional insured. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000. CONTRACTOR shall not cancel, materially change, or not renew insurance coverages. Any insurance bearing any adequacy of performance shall be maintained after completion of the Contract for the full guaranteed period.

Nothing contained in these insurance requirements shall be construed as limiting the extent of **CONTRACTOR'S responsibility for payment of damages** resulting from **CONTRACTOR'S operation under this Contract**.

- 8.2 Auto liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability naming AGENCY as an additional insured. The combined single limit for bodily injury and property damage shall not be less than the statutory limit.
- 8.3 Statutory workers' compensation and employer's liability insurance for the State of Oregon.

## 9. MINIMUM WAGE

CONTRACTOR agrees to adhere to all minimum hourly wage payments and record keeping requirements under this Contract for wage determination as issued by the U.S. Department of Labor and as stated in the Wage Determination for Routine Maintenance, Janitor/Laborer effective October 1<sup>st</sup>, 2021, and any updates sequentially thereafter.

## 10. DRUG FREE ENVIRONMENT CERTIFICATION

By signing this Contract, CONTRACTOR certifies CONTRACTOR will provide a drug-free workplace while performing work at the contracted location.

## 11. LICENSING

CONTRACTOR certifies CONTRACTOR has all necessary licenses, permits or certificates of registration necessary to perform the work covered by this Contract, and certifies that all subcontractors shall likewise have all necessary licenses, permits or certificates before performing any work. The failure of CONTRACTOR to have or maintain such licenses, permits or certificates is grounds for immediate termination of the Contract.

## 12. WARRANTY

CONTRACTOR warrants that work performed, or goods provided under this Contract will be free of any defect in equipment, material, or workmanship performed by CONTRACTOR. This warranty shall continue for a period of one (1) year from the date of final acceptance of the work or goods. Additionally, CONTRACTOR shall transfer any and all manufacturer warranties to AGENCY. Failure of AGENCY to enforce any provision of this Contract shall not constitute a waiver or relinquishment by AGENCY of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.

## 13. CONFIDENTIALITY



CONTRACTOR shall protect the confidentiality of all information concerning applicants for and recipients of services funded by this Contract and shall not release or disclose any such information except as directly connected with the administration of this Contract. All records and files shall be appropriately secured to prevent access by unauthorized persons.

#### 14. RESIDENTIAL PERFORMANCE

CONTRACTOR understands that work under this Contract will be delivered to and/or performed at AGENCY-owned residential complexes, and that residents and visitors shall be treated respectfully and in a professional manner.

#### 15. MODIFICATION OR AMENDMENT

No amendment to this Contract shall be valid, unless in writing and signed by the parties.

#### 16. SUBCONTRACTS AND ASSIGNMENT

CONTRACTOR shall not subcontract, assign or transfer any of the work scheduled under this Contract, without the prior written consent of AGENCY. Notwithstanding AGENCY approval of a subcontractor, CONTRACTOR shall remain obligated for full performance hereunder, and AGENCY shall incur no obligation other than its obligations to the Contract hereunder. CONTRACTOR agrees that, if subcontractors are employed in the performance of this Contract, CONTRACTOR and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, **Workers' Compensation.**

#### 17. ERRORS

CONTRACTOR shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.

#### 18. ARBITRATION

If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Contract, the parties shall, upon the request of AGENCY, submit such dispute to binding arbitration under the Oregon Uniform Arbitration Act, ORS 36.600 et seq. Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Lane County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. **The arbitrator's decision shall be binding upon the parties.**

Notwithstanding any dispute under this Contract, whether before or during arbitration, CONTRACTOR shall continue to perform work under this Contract pending resolution of the dispute, and AGENCY shall make payments as required by this Contract for undisputed portions of work.



## 19. ATTORNEY FEES

If either party commences any arbitration, legal action, suit, or proceeding against the other to rescind, interpret or enforce the terms of this Contract, the parties agree that the prevailing party shall be awarded reasonable attorney's fees and costs incurred in any such arbitration, action, suit or proceeding and in any later appeals filed as a consequence thereof. Such costs shall bear interest at the maximum legal rate from the date incurred, until the date paid by losing party.

## 20. NOTICE

Any notice provided pursuant to the terms of this Contract may be hand-delivered or sent via first-class mail, and will be deemed given immediately, if hand-delivered, and three days after the date of mailing, if sent via first-class mail. Notices shall be addressed to the parties at the addresses provided below, or as updated by the parties from time to time.

## 21. SEVERABILITY

If any part, term or clause of this Contract is held by a court or arbitrator to be unenforceable, of no effect or in conflict with any law, the validity of the remaining provisions and clauses shall not be affected and the rights and obligations of the parties shall be construed and in force as if the Contract did not contain the particular part, term or clause held to be unenforceable.

## 22. ENTIRE AGREEMENT

This Contract represents the entire understanding of AGENCY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be a force or effect with respect to those matters covered hereunder.



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*CONTRACTOR:*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Federal Business I.D. Number: \_\_\_\_\_

Contractor's License Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

*AGENCY:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jacob Fox, Executive Director  
Homes for Good Housing Agency



## EXHIBIT A: SCOPE OF WORK

The request is for professional janitorial service to clean areas as described in this request and consists of but are not limited to, offices, hallways, bathrooms, lobbies, stairways, elevators, and shared community spaces. The scope involves general janitorial cleaning, mopping, waxing, sanitizing, sweeping, and emptying trash and recycling. The chosen contractor and employee(s) should be well training, familiar with the trade and industry standards, have professional appearance and works well with people.

### GENERAL

The following information is provided by the Agency for general guidelines. In all cases this information is not the total extent of the work and is to be considered the minimum guidelines acceptable for the detail of cleaning. In this request it is not possible to detail every aspect of cleaning. Contractors are to exhibit self-initiative and thoroughness to obtain the optimal results.

It is expected that any Contractor awarded to work under this contract will be a professional with knowledge and abilities to perform the work completely and to the highest standards. The Agency reserves the right to evaluate the professional level capabilities and status of any company considered for award of the contract

In all cases, the specifications are the minimum performance expected. Supplies and equipment are not **specified. It is the Contractor’s responsibility to provide supplies and equipment needed to accomplish the** standard of cleanliness desired by this Agency.

### CLEANING SCHEDULE

	WEEKLY • BIWEEKLY	MONTHLY • QUARTERLY	ANNUAL TASK
CEILINGS	X	X	--
COMMUNITY ROOM	X	X	*Floors
ELEVATOR   ELEVATOR LANDINGS	X	X	--
FOYERS   HALLS   LOBBY	X	X	*Floors *Carpet *Upholstery
GARBAGE ROOM   GARBAGE LANDINGS	X	X	--
INTERIOR DOORS	X	X	--
LAUNDRY AREAS	X	X	--
MISCELLANEOUS	X	X	--
OFFICE AREAS	X	X	*Floors
POST OFFICE BOX	X	X	
RESTROOMS [PUBLIC & OFFICE]	X	X	*Floors
STAIRWELLS [ALL FLOORS]	X	X	--
WALLS	X	X	--
WINDOWS   WINDOW COVERINGS	X	X	--

\*: Indicates the duties entailed in that task are annual cleaning activities



## AREAS TO BE CLEANED

*These are the general items of work for the areas of cleaning which may be applicable to some or all of the sites. Please discuss office cleaning preferences with each Property Manager as their preferences may differ from the specifications listed below.*

### CEILINGS

- Remove cobwebs as they appear, and spot lean any obvious stains

### \*CARPET

- Steam clean

### COMMUNITY ROOM

*Move furniture as needed to perform floor work, then re-set as found originally*

- Sweep, wet mop all floors
- Clean and sanitize doors, frames, and walls
- Dust blinds windowsills, shelves, and pictures if present
- Sanitize table surfaces

### ELEVATOR | ELEVATOR LANDINGS

- Sweep, wet mop floors
- Buttons
- Plates
- Walls
- Floors
- Doors
- Bars
- Dust blinds, windowsills, shelves, and pictures if present

### \*FLOORS

*Contractor will accept vinyl flooring in its existing condition and will assume responsibility per the cleaning guidelines below. Vinyl floor tiles and sheet goods require high quality professional standards to obtain shine and protection of the floor, with no debris, hair, or rough finish of wax on vinyl*

- Strip
- Seal
- Wax (2 coats)

### FOYERS | HALLS | LOBBIES

- Sweep, wet mop all floors [*including each hallway level*]
- Clean and sanitize doors, frames, and walls
- Dust and clean blinds, windowsills, shelves, and pictures if present
- Vacuum entry mats place inside/outside entry doors





### GARBAGE ROOM | GARBAGE LANDINGS

- Sweep, wet mop floors
- Dust blinds, windowsills, shelves, and pictures, if present
- Hose down garbage chutes to remove residue
- Lid covers need to be cleaned regularly

### INTERIOR DOORS

- Remove fingerprints and grime
- Wipe all door moldings
- Remove dust from frame above doors
- Polish door metal as needed
- Clean window glass, interior and exterior, as needed

### LAUNDRY AREAS

- Remove lint and dirt from drainpipe and exhaust vent(s)
- Sweep, wet mop all floors
- Countertops
- Machine exterior and interior
- Washer seal (on front loading machines)
- Doors
- Dust blinds, windowsills, shelves, and pictures if present
- Ask Property Manager what to do with articles left in the laundry rooms

### POST OFFICE BOX

- Clean post office box faces

### OFFICE AREAS

- Sweep, wet mop all floors
- Dust blinds, windowsills, shelves, and pictures if present
- Empty trash, recycling containers, and replace liners in the offices

### RESTROOMS

- Sweep, wet mop floors (grout included)
- Clean, sanitize, fixtures, doors, stall barriers and counters
- Replace papers and soaps as needed
- Clean exterior of toilet and sanitize bowl, remove stains
- Clean and polish mirrors
- Clean exhaust fans. Remove cover to clean cobwebs and grime. Reinstall cleaned cover, including intake covers
- Clean and polish sinks, fixtures, counters, towel bars and grab bars
- Clean floor drain covers



#### STAIRWELLS

- Sweep, wet mop all floors
- Dust blinds, windowsills, shelves, and pictures if present
- Pick up miscellaneous debris from all floors

#### \*UPHOLSTERY

- Shampoo

#### WALLS

- Remove obvious fingerprints and grime
- Spot clean any dried runs, spots
- Maintain walls in a clean condition

#### WINDOW COVERINGS

- Cloth draperies are not the responsibility of the Contractor
- All horizontal and vertical blinds installed in areas of the Contractors responsibility are to be cleaned

#### WINDOWS

- Clean exterior glass of ground floor areas of responsibility
- Clean window tracks of all dirt and mildew
- Wash all frames and molding
- Remove, wash, and reinstall window screens
- Windowsills in all areas of contract are to be dusted and cleaned regularly

#### MISCELLANEOUS

- Clean cobwebs, insects, and dust in exterior and interior light fixtures
- Buff floors to shine and apply additional coats of wax when needed
- Sanitize tabletops
- Switch plates and electrical outlet covers in public areas
- Contractors are not responsible for cleaning appliances in the kitchen areas. If wax or cleaner is accidentally splashed, Contractor is responsible for removal and any necessary repairs



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## EXHIBIT B: FEES

PROPERTIES	SCHEDULE	BAY AREA ENTERPRISES
Parkview Terrace	Weekly	\$16,764.58
	Annually	\$458.34
Maplewood Meadows	Quarterly	\$3,034.40
Veneta Villa	Quarterly	\$3,034.40
	Annually	\$256.81
Abbie Lane	Alternate Weeks	\$12,518.16
	Annually	\$256.81
Fourteen Pines	Weekly	\$17,832.80
	Annually	\$256.81
Village Oaks	Weekly	\$17,832.80
	Annually	\$256.81
<b>ANNUAL TOTAL COST</b>		<b>\$72,503.12</b>



## EXHIBIT C: INSURANCE REQUIREMENTS

Homes for Good Housing Agency listed as additional insured with an attached Endorsement Page, showing the additional insured as:

Homes for Good Housing Agency  
100 West 13th Avenue  
Eugene, OR 97401

### GENERAL LIABILITY INSURANCE

- ❖ A limit of no less than \$1,000,000 per occurrence
- ❖ Aggregate limit of no less than \$4,000,000

### WORKERS' COMPENSATION INSURANCE

- ❖ For Contractor's employees
- ❖ At no less than statutory limits

### PROFESSIONAL INDEMNITY INSURANCE

- ❖ Errors & Omissions \$1,000,000 minimum

### AUTOMOBILE INSURANCE

- ❖ With liability coverage
- ❖ At no less than the statutory limits.



## EXHIBIT D: PUBLIC CONTRACTING REQUIREMENTS

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
4. Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
5. Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the Agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or their surety from their or its obligation with respect to any unpaid claim. If the Agency is unable to determine the validity of any claim for labor or material furnished, the Agency may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
6. Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
7. All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).
8. Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq). ORS 279B.235(3).
9. The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location



frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).

10. All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
11. The contract may be canceled at the election of Agency for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
12. Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385. Contractor represents and warrants that the contractor has complied with the tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor covenants to continue to comply with the tax laws of this state during the term of the public contract.  
**Contractor's failure to comply with the tax laws of this state before the contractor executed the public contract or during the term of the public contract is a default for which a contracting agency may terminate the public contract and seek damages and other relief available under the terms of the public contract or under applicable law. ORS 279B.045 and 305.385.**
13. Contractor certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.
14. **As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.**