

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 18-07-10-06

IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH HOMES FOR GOOD FOR THE HOUSING FIRST BUILDING SITE AND DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO SIGN THE APPROVED AGREEMENT IN THE DEPARTMENT OF HEALTH & HUMAN SERVICES

WHEREAS, the Housing First model is effective for people that have long histories of homelessness with complex service needs and provides permanent stable housing as a first priority; and

WHEREAS, The Housing and Community Services Agency of Lane County, dba Homes for Good Housing Agency of Lane County ("Homes for Good") has undertaken the development of a Housing First Apartment Community on Lane County property adjacent to the Lane County Behavioral Health Building; and

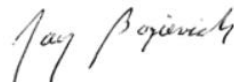
WHEREAS, Homes for Good is seeking funding from the Oregon Health Authority Health Systems Division that requires an option agreement to purchase the project property; and

WHEREAS, Lane County has the aforementioned property available that is zoned (PL) public land where specialized housing is permitted as an outright use when it is operated by the public agency that owns the development site;

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. An option to transfer ownership of Lane County property adjacent to Lane County Behavioral Health to Homes for Good for the price of one dollar once conditions laid out in the attached Intergovernmental Agreement are met is approved.
2. An Intergovernmental Agreement between Lane County and Homes for Good for the Housing First building site is approved in a final form to be negotiated by the parties.
3. The County Administrator is delegated authority to execute the resulting Intergovernmental Agreement.

ADOPTED this 10th day of July, 2018.



Jay Bozievich, Chair
Lane County Board of Commissioners

APPROVED AS TO FORM

Date 6-28-18

LANE COUNTY OFFICE OF LEGAL COUNSEL

**INTERGOVERNMENTAL AGREEMENT
FOR
HOUSING FIRST BUILDING SITE**

This Agreement is entered into by and between Lane County, a political subdivision of the State of Oregon (“County”), and The Housing And Community Services Agency of Lane County, (“HACSA”) dba Homes for Good Housing Agency of Lane County, (“Housing Agency”), referred to collectively in this Agreement as the Parties.

County and Agency agree as follows:

1. RECITALS

- 1.1** ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers, or agents, have authority to perform.
- 1.2** The Parties recognize the need to address the issue of people in our community that have been chronically homeless.
- 1.3** The Parties recognize the chronically homeless use proportionally a much higher per capita share of community resources, including shelters, emergency services and have a higher rate of incarceration and recidivism.
- 1.4** Building on past successful collaborative efforts, the Lane County Board of Commissioners and the Housing Agency Board of Commissioners have determined that it is in their mutual interests to develop, operate and provide Housing First services in support of chronically homeless adjacent to the County Behavioral Health Building; histories of homelessness with complex service needs and recognize the need to provide permanent stable housing as the first priority.
- 1.5** The Housing Agency has undertaken the development of a Housing First Apartment Community on Martin Luther King Boulevard in Eugene Oregon to address this community need.
- 1.6** The Housing Agency wishes to obtain assistance from the Oregon Health Authority Health Systems Division to provide funding for units specifically set aside for individuals with severe and persistent mental illness.
- 1.7** The Parties desire to build on past successful collaborative efforts, the Lane County Board of Commissioners and the Housing Agency Board of Commissioners have determined that it is in their mutual interests to develop, operate and provide Housing First services in support of chronically homeless adjacent to the County Behavioral Health Building.
- 1.8** The County has property available adjacent to the County Behavioral Health Building that is available for the development of a 50-unit Housing First building that is zoned (PL) public land where specialized housing is permitted as an outright use when it is operated by the public agency that owns the development site. The property is described in Exhibit “A”.

- 1.9** ORS 271.330(1) permits Lane County to transfer title to its real property to a governmental body if the property is used for a public purpose for not less than 20 years.
- 1.10** Housing And Community Services Agency of Lane County dba Homes for Good Housing Agency of Lane County is a governmental body as that term is defined in ORS 271.330(1).

2. SCOPE OF AGREEMENT.

2.1 County shall:

- .1** The County will transfer ownership of the property in Exhibit A to Housing Agency for the price of one dollar for the development of a 50 unit Housing First Building once the conditions in Section 2.2 are met.
- .2** Commitment of all financing for the services for the project by County. County will be utilizing certain forms of financial assistance provided for by federal and state law, and by County policy. This assistance may include, but is not limited to, the use of Continuum of Care funding, Emergency Housing Account funding, billable Medicaid services under the Oregon Health Plan. County shall use its best efforts to determine availability of public financial assistance as expediently as possible.
- .3** Commitment of all financing for the operations by the parties. The Housing Agency and County will be utilizing certain forms of financial assistance provided by federal and state law, and the parties policies. The assistance may include Project Based Section 8 Certificates and Continuum of Care funding, and others. The parties shall use their best efforts to determine availability of public assistance as expediently as possible.

2.2 Housing Agency shall:

- .1** Complete a Due Diligence Investigation: Housing Agency shall have the right to conduct an investigation of the Property to determine, among other things, its suitability for use as low income housing. This Due Diligence Investigation, which is at Housing Agency's sole cost and expense, may include, but is not necessarily limited to, a physical inspection of the Property, including, without limitation, soil, geological, environmental, structural, mechanical, engineering, title review, and any other assessments and tests the Housing Agency deems necessary or desirable. Such Due Diligence Investigation may also include investigation of financial, legal and political matters, which may affect the Housing Agency's ability to develop the property as it proposes.
- .2** Complete an Environmental Review: The Housing Agency shall have no obligation to purchase the Property, and no transfer of title to Housing Agency may occur,

unless and until Housing Agency has provided County written notification that: (1) it has completed a federally required environmental review and its request for release of federal funds has been approved and, subject to any other Contingencies in this Agreement, (a) the purchase may proceed, or (b) the purchase may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the property; or (2) it has determined that the purchase is exempt from federal environmental review and a request for release of funds is not required.

- .3 Complete a Partition of the Property: Housing Agency shall arrange for a surveyor to develop plot map for legal partition of property. County shall review and approve the partition.
- .4 Commitment of all financing for the development of the entire project by Housing Agency: Housing Agency intends to finance the purchase of the property and development of the housing by utilizing certain forms of financial assistance provided for by federal and state law, and by Housing Agency policy. This assistance may include, but is not limited to, the use of tax-exempt mortgage financing, federal low income housing tax credits, exemptions from real and personal property taxation, Community Development Block Grant, HOME Investment Partnerships Program, payment of building permit fees and system development charges, and low interest loans. Housing Agency shall use its best efforts to determine the availability of public financial assistance as expediently as possible.
- .5 Commitment of all financing for the services for the project by County. County will be utilizing certain forms of financial assistance provided for by federal and state law, and by County policy. This assistance may include, but is not limited to, the use of Continuum of Care funding, Emergency Housing Account funding, billable Medicaid services under the Oregon Health Plan. County shall use its best efforts to determine availability of public financial assistance as expediently as possible.
- .6 Commitment of all financing for the operations by the parties. Housing Agency and County will be utilizing certain forms of financial assistance provided by federal and state law, and the parties policies. The assistance may include Project Based Section 8 Certificates and Continuum of Care funding, and others. The parties shall use their best efforts to determine availability of public assistance as expediently as possible.

3. DOCUMENTS FORMING THE AGREEMENT

- 3.1 The Agreement. The Agreement consists of this document and all exhibits listed below, which are incorporated into this Agreement.
- 3.2 Exhibits. With this document, the following exhibits are incorporated into the Agreement: Exhibit A: Property description.

4. CONSIDERATION AND PAYMENT

4.1 In consideration for Housing Agency's performance under this Agreement, County shall:

- .1 The County will transfer ownership of the property in Exhibit A to Homes Agency for the price of one dollar for the development of a 50 unit Housing First Building.

4.2 In consideration for County's performance under this Agreement, Housing Agency shall:

- .1 Develop, build and operate a 50 unit Housing First Apartment facility on the property.

5. EFFECTIVE DATE AND DURATION

5.1 Effective Date. Upon the signature of all parties, this Agreement is effective on July 19, 2018 whichever is sooner.

5.2 Duration. Unless extended or terminated earlier in accordance with its terms, this Agreement will terminate two (2) years from July 10, 2018. However, such expiration shall not extinguish or prejudice either party's right to enforce this agreement with respect to any breach or default in performance which has not been cured.

6. **AUTHORIZED REPRESENTATIVES**. Each of the parties designates the following individuals as their authorized representatives for administration of this Agreement. Any notice required under this Agreement must be addressed to the authorized representative stated here. A party may designate a new authorized representative by written notice to the other.

6.1 **County's Authorized Representative**. Steve Manela, Lane County Health & Human Services, Steve.Manela@co.lan.or.us , 541-682-3797

6.2 **Housing Agency's Authorized Representative**. Jacob Fox, Homes for Good Housing Agency, jfox@homesforgood.org, 541-682-2527

7. **INDEMNIFICATION**. To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claims Act, and to the extent otherwise provided for in private contracts of insurance, each party agrees to indemnify, defend, and hold the other and its officers, employees, or agents, harmless from all damages, losses and expenses, including but not limited to attorney fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the indemnifying party's negligence in the performance of or failure to perform under this Agreement. No party to this Agreement will be required to indemnify or defend the other party for any liability arising solely out of wrongful acts of another party, or that party's own officers, employees, or agents.

8. MODIFICATION AND TERMINATION. No modification or amendment to this Agreement will bind either party unless in writing and signed by both parties. The parties may jointly agree to terminate this Agreement at any time by written agreement.

9. MISCELLANEOUS PROVISIONS

- 9.1 Disputes.** The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.
- 9.2 Waiver.** Failure of either party to enforce any provision of the Agreement does not constitute a waiver or relinquishment by the party of the right to such performance in the future nor of the right to enforce that or any other provision of this Agreement.
- 9.3 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 are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 9.4 Time is of the Essence.** The parties agree that time is of the essence with respect to all provisions of this Agreement.
- 9.5 No Third-Party Beneficiaries.** County and Housing Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Agreement.
- 9.6 Headings.** The headings and captions in this Agreement are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Agreement.
- 9.7 Force Majeure.** Neither party will be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party.
- 9.8 Multiple Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.
- 9.9 Merger.** This Agreement contains the entire agreement of County and Housing Agency with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

HOUSING AGENCY, DBA:
HOMES FOR GOOD OF LANE COUNTY

COUNTY:
LANE COUNTY, OREGON

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Homes for Good Housing Agency
177 Day Island Road
Eugene, Oregon, 97401

Lane County, Public Service Building
125 E. 8th Avenue
Eugene, Oregon 97401