

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 21-10-12-01

ORDER/ IN THE MATTER OF APPROVING
AN INTERGOVERNMENTAL AGREEMENT
TO TRANSFER REAL PROPERTY AT
HIGHWAY 99 AND ROOSEVELT
BOULEVARD TO HOMES FOR GOOD FOR
PERMANENT SUPPORTIVE HOUSING
AND DELEGATING AUTHORITY TO THE
COUNTY ADMINISTRATOR TO SIGN THE
APPROVED AGREEMENT.

WHEREAS, the County purchased property at Highway 99 and Roosevelt Boulevard (the "99 & Roosevelt property") in January, 2020 as a location for its Parole & Probation office; and

WHEREAS, the 99 & Roosevelt property contains vacant land not needed for the Parole & Probation office or other current County needs; and

WHEREAS, the County issued a request for letters of interest for use of the vacant land at the 99 & Roosevelt property, and received one response, from Sponsors, Inc.; and

WHEREAS, the Sponsors response proposed a project in collaboration with Homes for Good Housing Agency involving construction of a facility for permanent supportive housing and support services to serve individuals recently released from incarceration; and

WHEREAS, the Lane County Strategic Plan identifies as a Strategic Priority protecting and enhancing safety and health by improving access to prevention programs and collaborative initiatives; and

WHEREAS, ORS 271.330 grants the County power to transfer unneeded property to another agency, provided the property is used for low income housing or social services; and

WHEREAS, the County has prepared a proposed intergovernmental agreement to transfer an unused portion of the 99 & Roosevelt property to Homes for Good Housing Agency for the purposes proposed by Sponsors, a copy of which is attached to this Order as Exhibit A;

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

1. The intergovernmental agreement authorizing transfer of a portion of the 99 & Roosevelt property, in substantially the form attached as Exhibit A, is approved.
2. The County Administrator is delegated authority to execute the final intergovernmental agreement, and other necessary documents authorized under the agreement.

ADOPTED this 12th day of October, 2021.



Joe Berney, Chair
Lane County Board of Commissioners



September 11, 2020

Jeff Kincaid
Lane County Administration
125 East 8th Avenue
Eugene, OR 97401

Re: Request for Letters of Interest for Lease or Development of the County-owned Property Located at the Northeast Corner of Roosevelt Boulevard and Highway 99 North in Eugene, OR

Dear Mr. Kincaid:

I submit this letter on behalf of Sponsors, Inc. to express the organization's interest in developing the property currently identified as "Potential Development Site A" in the County's Site Plan: Option 2 (RFLOI Exhibit A: Supplemental Property Information, p. 2).

Sponsors is a nonprofit reentry organization that works in close collaboration with Lane County Parole & Probation and other community partners to provide housing and wraparound services to Lane County residents with conviction histories. The organization currently oversees more than 245 beds of transitional, long-term and permanent supportive housing for individuals recently released from incarceration, and we prioritize access to these much-needed resources for those who are homeless and assessed as being at highest risk to become reengaged with the criminal justice system. Sponsors' Roosevelt Crossing campus; home to our Men's Transitional Housing Program (86 beds), Reentry Resource Center, Mentorship Program, Tiny House Community, and administrative offices; is located directly across the street from Lane County's new property on Roosevelt and Highway 99 North. The location is ideal for the organization's continued expansion and for the development of new affordable housing to serve this vulnerable population.

Sponsors seeks to develop a mixed-use facility that would include 40-50 units of permanent supportive housing for individuals with conviction histories, as well as meeting and office space to provide services including group treatment sessions, educational workshops, and behavioral health services; and to facilitate prosocial engagement including but not limited to parent-child visitation, mentorship activities, and a participant art gallery. We are envisioning a dynamic space influenced by the principles of trauma-informed care that will expand and complement the existing evidence-based services provided through our program.

While Sponsors has grown tremendously in recent years, the need for our services (and safe, affordable housing, in particular) continues to outpace our capacity. The waiting list for our existing long-term housing units is months-long. The majority of the individuals who successfully complete our Transitional Housing Program have stable income, but their

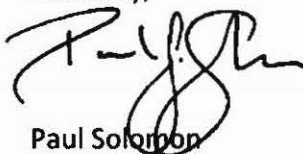
conviction histories hamper their ability to compete in a rental market defined by housing scarcity and rigid screening protocols. This new development will provide much-needed housing for individuals who are working hard to reshape their lives but who are at risk of continued homelessness without help. It will reduce homelessness and recidivism (as evidenced by The Way Home permanent supportive housing program, a partnership with Lane County Parole & Probation and Homes for Good), provide additional access to evidence-based reentry services, and will contribute to building a more inclusive and equitable community that supports all Lane County residents.

Sponsors partners closely with Lane County Parole & Probation (P&P), and this development would serve to deepen that relationship. We have on-site parole offices at our three largest housing facilities, and we are excited that the P&P headquarters will be relocated to Four Corners in the coming months. Our program participants benefit from our collaborative approach, and we communicate closely with P&P about every individual on post-prison supervision in Lane County, as well as those participating in diversion programs, cognitive behavioral programs held in the Lane County Adult Corrections Facility and on our campuses, and individuals who receive services through our Reentry Resource Center and Mentorship Program. We have also developed a number of programs and grant-funded projects in collaboration with P&P.

Sponsors has been in early conversations with Homes for Good regarding potential partnership on this development. The two agencies have a long-standing relationship and have partnered on several affordable housing properties serving Sponsors' participants, including The Oaks at 14th (a \$9 million, 54-unit apartment complex opened in 2017), Bothy Cottage (a five-unit home specifically designed for women reuniting with their children opened in 2014), and Roosevelt Crossing (a \$6 million, 86-bed transitional housing facility for men opened in 2011). The Oaks at 14th and Roosevelt Crossing are Low-Income Housing Tax Credit (LIHTC) properties, which were funded through a combination of tax credits, HOME funds, and foundation grants. We anticipate a similar funding model for this prospective new development at Four Corners.

Thank you for the opportunity to submit this letter of interest for your consideration of this initial proposal. Please do not hesitate to be in touch with any questions you may have.

Sincerely,



Paul Solomon
Executive Director
Sponsors, Inc.

INTERGOVERNMENTAL AGREEMENT

FOR HWY. 99 & ROOSEVELT PROPERTY IN EUGENE, OREGON

DATE: _____, 2021 ("Effective Date")

FROM: Lane County, ("County")
a political subdivision of the State of Oregon

TO: Housing Authority & Community Services Agency of Lane
County, dba Homes for Good Housing Agency, ("Homes for Good")
an Oregon governmental body

RECITALS

A. County and Homes for Good desire to cooperate for the transfer of title of County-owned property located at the northeast corner of Highway 99 and Roosevelt Boulevard in Eugene, Oregon for development of up to 60 units of supportive housing.

B. County owns approximately 3.84 acres of real property at Highway 99 and Roosevelt Boulevard, consisting of Tax Lots 4500, 4600, 4700, 4800, and 4900, as shown on Assessors Tax Map number 17-04-26-13, purchased in January, 2000 as a new location for its Parole and Probation office. County's Parole and Probation Office occupies the easterly portion of the property, and County has set aside the remainder of the 3.84 acre property for services related to the needs of persons who are served by the Parole and Probation office.

C. Homes for Good, in cooperation with Sponsors, Inc., desires to acquire a certain portion of the property at Highway 99 and Roosevelt Boulevard to develop up to 60 units of new permanent supportive housing and support services space for persons recently released from incarceration.

D. Under the authority granted in ORS 271.330(1), County is willing relinquish title to approximately 1.22 acres of the property at Highway 99 and Roosevelt Boulevard to Homes for Good for development of new permanent supportive housing and support services, with a reversionary interest that is removable under ORS 271.335.

E. The property to be transferred under this Agreement is an approximately .84 acre parcel consisting of Tax Lot 04600, Tax Lot 04700, and approximately .38 acres of the southwest portion of Tax Lot 04500, more or less, as shown on Lane County Tax Map number 17-04-26-13, and as further described in Exhibit A (the "Property.")

F. County and Homes for Good wish to enter into this Agreement to set forth their mutual understandings regarding the option.

AGREEMENT

In consideration of the terms and conditions and the mutual understandings and promises of the

parties set forth herein, County and Homes for Good agree as follows:

Section 1. Grant of Option. County grants to Homes for Good the sole and exclusive option to purchase the Property for permanent supportive housing purposes in the manner and for the price stated in this Agreement.

Section 2. Terms.

2.1 Term. The initial term of this Agreement (the "Initial Term") commences on the Effective Date and will continue for a period of one (1) year, which may be extended by mutual agreement of the parties. The Initial Term and any extension of the term are referred to collectively in this Agreement as the "Term." If the last day of the Term falls on a Saturday, Sunday, or a holiday recognized by the federal government or the State of Oregon, all of Homes for Good's rights during such time period will extend through the next business day.

2.2 Exercise of Option. Homes for Good will have no obligation to purchase or receive title to the Property under this Agreement until Homes for Good give written notice to County (the "Exercise Notice") stating that Homes for Good has elected to purchase the Property. This notice will be effective only if the Option may be exercised only with respect to the entire Property, and nothing contained herein may be construed as permitting Homes for Good to acquire less than all of the Property under this Agreement. Upon giving the Exercise Notice, Homes for Good will be obligated to purchase the Property from County, and County will be obligated to sell the Property to Homes for Good, for the price and in the manner described in this Agreement.

2.3 Failure to Give Exercise Notice. If Homes for Good fails for any reason to give the Exercise Notice in the manner stated in § 2.2 within the Term of this Agreement, Homes for Good will have no further claim against or interest in the Property or the Consideration. In the event of that Homes for Good does not give Exercise Notice, or otherwise declines to purchase the Property, Homes for Good will provide County with any instruments that County reasonably deems necessary for the purpose of removing from the public record any cloud on title to the Property that is attributable to the grant under this Agreement.

Section 3. Purchase Price. The purchase price for the Property (the "Purchase Price") will be the sum of One Dollar (\$1.00). The entire balance of the Purchase Price must be paid in cash at time of conveyance.

Section 4. Creation of Property Parcel. Not later than one hundred twenty (120) days following the Effective Date of this Agreement, County will complete a partition or property line adjustments, or both, in a manner acceptable to the City of Eugene Planning Department for the housing project contemplated, to establish the Property as a separate legal parcel and Tax Lot. County will furnish a survey of the Property so established.

Section 5. Property Investigation.

5.1 Access to Information and the Property. At all times during the Term, Homes for Good will have the right to conduct investigations of the Property (the "Due Diligence Investigation") which may include, physical inspections of the Property, such as soil, geological, environmental, structural, mechanical, engineering and any other assessments and tests Homes for Good, in its sole discretion, deems necessary or desirable. County grants to Homes for Good and its agents the right to enter on the Property at any reasonable time before the conveyance or termination, for the purpose of conducting tests or studies that Homes for Good may deem necessary or appropriate in connection with its acquisition of the Property. Homes for Good will bear the cost of all tests and studies undertaken. County will cooperate with Homes for Good in making such tests and studies. Within thirty (30) days of the

Effective Date, County will create, and provide to Homes for Good a copy of, a list of all documents in County's possession, custody or control relating to the Property, including, without limitation, all soil tests; asbestos surveys; engineering reports; and environmental assessments, reports and studies. Upon Homes for Good's request, County will within thirty (30) days of such request provide Homes for Good with copies of any requested documents and other information in County's possession, custody or control, regarding the condition of the Property.

5.2 Approval/Disapproval of the Due Diligence Investigation. Homes for Good will have the right to approve or disapprove the results of Homes for Good's Due Diligence Investigation, in the exercise of Homes for Good's sole and absolute discretion, by written notice delivered to County not later than the expiration of the Due Diligence Period. If Homes for Good does not provide written approval of the results of Homes for Good's Due Diligence Investigation before the expiration of the Due Diligence Period, then Homes for Good shall be deemed to have disapproved the condition of the Property. In such event, this Option Agreement shall automatically terminate. Homes for Good may thereafter exercise any remedy available to Homes for Good if the condition was not approved by reason of a breach of this Option Agreement by County.

Section 6. Other Conditions Precedent to Purchase. In addition to any other conditions contained in this Agreement, set forth below are certain conditions precedent for the benefit of Homes for Good (the "Conditions"). The Conditions are intended solely for the benefit of Homes for Good and Homes for Good will have the right to waive, by written notice, any of the Conditions, at its sole discretion. In the event any Condition is not satisfied or waived on or before the deadline for satisfaction specified herein, then Homes for Good will have the right to terminate this Agreement, in its sole election, by giving County notice of termination before the deadline expires. If Homes for Good does not give County notice of termination before the applicable deadline, then Homes for Good will be deemed to have waived the termination privilege with respect to the Condition in question. The Conditions specifically delineated in this Section 5 are the following:

6.1 County must have completed establishment of a legal parcel for the Property in the manner described in § 4.

6.2 Homes for Good must have completed its Due Diligence investigation of the Property to determine its suitability for use as low-income permanent supportive housing.

6.3 Homes for Good must (1) have completed a federally required environmental review, and its request for release of federal funds must have been approved, subject to any other contingencies only if certain conditions to address issues in the environmental review will be satisfied before or after the purchase of the property; or (2) have determined that the purchase is exempt from federal environmental review and a request for release of funds is not required.

6.4 Homes for Good must have received commitment of all financing for the development of the project. Homes for Good 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 Homes for Good's policy, which 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 expeditiously as possible.

6.5 Homes for Good must have received commitment of all funding for the services and operations to be provided by the parties and other parties necessary to operation of the supportive services. Homes for Good will utilize certain forms of financial assistance provided by federal and state agencies, and by other parties, which may include Project Based Housing Choice Vouchers, and others. Homes for Good will use its best efforts to determine availability of public assistance as expeditiously as

possible. County will not be providing any assistance for this project other than the Property to be transferred under this Agreement.

Section 7. Closing of Sale. Provided that Homes for Good provides the Exercise Notice in accordance with § 2.2, the parties will coordinate for the sale and transfer of title to the property.

7.1 Conveyance. County will execute, acknowledge, and deliver to Homes for Good a Bargain and Sale Deed (the "Deed") conveying to Homes for Good fee simple absolute title in the Property, subject only to Permitted Exceptions and a removable reversionary interest as provided in ORS 271.335.

7.2 Recording. Homes for Good will arrange for and pay the fee for recording the conveyance.

Section 8. Possession. Homes for Good will be entitled to exclusive possession of the Property on immediately upon recording of the Deed.

Section 9. Warranties and Representations of County. Except for the specific representations and warranties of County contained herein, Homes for Good agrees that Homes for Good is not relying and will not be relying on any representations or warranties, direct or indirect, by County or on behalf of County, oral or written, express or implied, to Homes for Good or any agents, representatives or employees of Homes for Good, with respect to the Property, its condition, its fitness or suitability for any particular purpose, its compliance with any laws or any restrictions related to the development of the Property.

Section 10. Status of County. County warrants that County is not a foreign person, foreign partnership, foreign corporation, or foreign trust, as those terms are defined in Internal Revenue Code §1445 and ORS 314.258.

Section 11. No Liens. At all times during the Term, County shall keep the Property free and clear of all liens and claims of liens for labor, services, materials, supplies, or equipment performed on or furnished to the Property. If any such lien shall at any time be filed against the Property, County will, within thirty (30) days after notice to County of the filing thereof, cause the same to be discharged. During the Term, Homes for Good will have the right to post and maintain notices of non-responsibility.

Section 12. Authorized Representatives and Notice. Each of the parties designates the following individuals as its authorized representative for administration of this Agreement. Either party may designate a new authorized representative by written notice to the other.

12.1 County's Authorized Representative. Shawn Waite, Lane County Administration Operations, Facilities and Capital Planning, Shawn.Waite@lanecountyor.gov, 541-682-6267.

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

Any notice, demand, consent, approval, or other communication to be given under this Agreement must be in writing and provided by email addressed to the party's authorized representative, except as provided below in this section. However, if, in either party's discretion, email is not the most appropriate method for providing notice, then notice may be provided by personal delivery; certified mail, postage prepaid, return receipt requested; or nationally recognized overnight courier. The effective date of notice shall be: for notice by email, the date and time sent if sent between the hours of 8 am and 5 pm, otherwise effective at 8am the following Business Day; for notice delivered in person, the date and time of delivery; for notice by U.S. mail, three days after the date of certification; and for notice by overnight courier, the next business day after deposit with the courier. If no representative is identified in this section, notice may be given to the person executing the Agreement on behalf of that party below.

Section 13. Risk of Loss. County will bear the risk of all loss or damage to the Property from all causes, through the date of the Deed.

Section 14. Public Body Status. In providing the services specified in this Agreement (and any associated services) both parties are public bodies and maintain their public body status as specified in ORS 30.260. Both parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.

Section 15. Modification and Termination.

15.1 Modification. No modification or amendment to this Agreement will bind either party unless in writing and signed by both parties.

14.2 Termination. The parties may jointly agree to terminate this Agreement at any time by written agreement.

Section 16. Miscellaneous Provisions

16.1 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 other cooperative dispute resolution process.

16.2 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.

16.3 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.

16.4 Governing Law, Forum, and Venue. All matters in dispute between the parties to this Agreement arising from or relating to the Agreement, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. This section does not constitute a waiver by County of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court. All disputes and litigation arising out of this Agreement will be decided by the state or federal courts of Oregon. Venue for all disputes and litigation will be in Lane County, Oregon.

16.5 Time is of the Essence. The parties agree that time is of the essence with respect to all provisions of this Agreement.

16.6 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.

16.7 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.

16.8 Force Majeure. Neither party will be held responsible for delay or default due to force majeure acts, events, or occurrences, including but not limited to fires, riots, wars, and epidemics, unless

such delay or default could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party.

16.9 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.

16.10 Merger and Construction. 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. This Agreement is the result of bilateral negotiations between the parties, and the provisions of this Agreement are to be interpreted and their legal effects determined as a whole, with no part to be construed against the drafter of such part.

16.11 Compliance with Law, ADA. County and Housing Agency agree to comply with all federal, state and local laws applicable to the parties or the subject matter of this Agreement. During the performance of this Agreement, the parties will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq., and Section 504 of the Rehabilitation Act of 1973.

Section 17. Authority of County Administrator. The authority granted by the Lane County Board of Commissioners to the County Administrator in approving this Agreement in the form included in Board Order _____, includes the authority of the Administrator to execute all documents and instruments necessary to carry out the terms of this Agreement, including but not limited to: modification of property lines and parcels, execution of deeds and conveyances, modifications to existing mortgage and property documents, waivers, granting of easements.

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.

HOMES FOR GOOD:

COUNTY:

HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY OF LANE COUNTY, DBA HOMES FOR GOOD HOUSING AGENCY

LANE COUNTY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

100 W. 13th Avenue
Eugene, Oregon 97401

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

Attachments:

Exhibit A – Description of Property