

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 20-05-19-02

IN THE MATTER OF APPROVING AN OPTION AGREEMENT WITH HOMES FOR GOOD HOUSING AGENCY FOR PURCHASE OF FOUR LOTS AT 13TH AVENUE AND TYLER STREET IN EUGENE FOR PERMANENT SUPPORTIVE HOUSING AND DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO EXECUTE THE APPROVED AGREEMENT

**WHEREAS**, the Board has determined that more Permanent Supportive Housing units are needed to address homelessness in the community; and

**WHEREAS**, the Board identified .74 acres of property at the Lane Events Center as a site for Permanent Supportive Housing Units for families experiencing homelessness; and


**WHEREAS**, Homes for Good Housing Agency proposes to purchase the property and develop the property as Permanent Supportive Housing units for families experiencing homelessness; and

**WHEREAS**, the County and Homes for Good desire to enter into an option agreement to facilitate planning and financing for the proposed Permanent Supportive Housing development;

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

1. That the proposed option agreement with Homes for Good Housing Agency is approved, and
2. That the County Administrator is delegated authority to execute a final option agreement in substantially the form attached as Exhibit A, and such other documents, if any, as are necessary for planning the Permanent Supportive Housing development prior to purchase of the property.

**ADOPTED** this 19th day of May, 2020.



Heather Buch, Chair  
Lane County Board of Commissioners

## OPTION TO PURCHASE 13TH & TYLER PROPERTIES

### INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into by and between Lane County, a political subdivision of the State of Oregon ("County"), and the Housing Authority and Community Services Agency of Lane County dba Homes for Good Housing Agency, an Oregon unit of local government ("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 County and Agency desire to address the need for affordable housing and addressing homelessness, including permanent supportive housing.
- 1.3 County and Agency have determined that four County-owned tax lots at the Lane Events Center site are the most suitable location for development as permanent supportive housing.
- 1.4 Agency has obtained funding commitments sufficient to construct 15 units of supportive housing, provided that Agency obtains a suitable site.
- 1.5 County and Agency enter into this Agreement to establish the terms under which Agency may obtain the four County-owned tax lots at the Lane Events Center site for construction of permanent supportive housing.

#### 2. SCOPE OF AGREEMENT.

- 2.1 County grants Agency an exclusive option to purchase the four County-owned tax lots described in Exhibit A (collectively, the "Property"), subject to the terms and conditions of this Agreement, and will execute the documents incorporated in Exhibits B and C as part of this Agreement.
- 2.2 Determination of Sales Price. Agency shall bear the cost of hiring a mutually acceptable licensed appraiser to determine the fair market value of the Property. The Uniform Relocation Act requires the Agency to offer the County the fair market value determined by the appraisal. County may agree to contribute the difference between the appraised value and the final agreed sales price.
- 2.3 In consideration of the grant of the option to purchase the Property, Agency will:
  - .1 Conduct, at Agency's own expense, a due diligence examination of the Property, which may include:
    - Investigation of the Property to determine its suitability for construction of 15 units of supportive housing (the "Project"), including but not limited to: physical inspection of the Property, evaluation of soils, geology, and any other tests and evaluations related to the proposed use of the Property for the Project, which may include meetings with neighboring residents related to the Property.
    - Review of the condition of the title of the Property.
    - Investigation and determination of all legal requirements for construction, use, and occupancy of the Property for the Project.
  - .2 Obtain commitments for funding sufficient to allow acquisition of the Property and completion of the Project.
  - .3 Complete an Environmental Review. Notwithstanding any other provision of this Agreement, Agency shall have no obligation to purchase the Property, and no transfer of title to the Agency may occur, unless and until the City of Eugene as the Responsible Entity has provided Agency and/or County with a 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. The Responsible Entity shall use its best efforts to conclude the environmental review of the property expeditiously.

- .4 Provide required disclosures. Agency is required to disclose certain terms and conditions established under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA). Parties acknowledge and understand these terms by executing the Disclosures to Seller for Voluntary Acquisition, incorporated herein by reference.
- 2.4 The Parties acknowledge and understand the federal requirements to avoid choice-limiting actions on the Property by executing the Certification of Avoiding Choice-Limiting Actions on a Federalized Site, incorporated in this Agreement as Exhibit B.
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  
Exhibit B, Certification of Avoiding Choice-Limiting Actions on a Federalized Site  
Exhibit C, Disclosure to Sellers
4. **EXERCISE OF OPTION**
- 4.1 Provided that Agency is, in its sole judgment, satisfied with the results of its due diligence investigations and has obtained the financing necessary for acquisition of the Property and completion of the project, Agency shall give County written notice of its intent to exercise its option and purchase the Property not later than December 31, 2020.
- 4.2 If Agency provides notice to County in conformance with subsection 4.1 above, County will enter into a sale agreement with Agency for the property. Terms of the sale will include:
- Statutory warranty deeds for each separate parcel constituting the Property
  - A sales price agreed upon as provided in subsection 2.2 of this Agreement.
  - A closing date not later than March 31, 2021.
5. **EFFECTIVE DATE AND DURATION**
- 5.1 **Effective Date.** Upon the signature of all parties, this Agreement is effective.
- 5.2 **Duration.** Unless extended or terminated earlier in accordance with its terms, this Agreement will terminate December 31, 2020. 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. **INDEMNIFICATION.** To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claims Act, each party agrees to indemnify, defend, and hold harmless the other party and its officers, employees, and agents from and against all damages, losses and expenses, including but not limited to attorney fees and costs related to litigation, 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.
7. **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.
8. **MODIFICATION AND TERMINATION.**
- 8.1 **Modification.** No modification or amendment to this Agreement will bind either party unless in writing and signed by both parties.
- 8.2 **Termination.** 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 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 Agency with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings.
- 9.10 **Americans with Disabilities Act Compliance.** During the performance of this Agreement, County and Agency 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.

**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.**

**AGENCY:**

HOUSING AUTHORITY AND COMMUNITY  
SERVICES AGENCY OF LANE COUNTY,  
D/B/A HOMES FOR GOOD HOUSING AGENCY

By: \_\_\_\_\_

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

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

177 Day Island Rd.  
Eugene, Oregon 97401

**COUNTY:**

LANE COUNTY

By: \_\_\_\_\_

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

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

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

EXHIBIT A

PROPERTY DESCRIPTION

The Property consists of Four contiguous parcels of land located in Eugene, Oregon, and more particularly described as the following parcels as recorded in the records of Lane County, Oregon:

Parcel 1

Tax Lot 17-04-36-41-10200.

Parcel 2

Tax Lot 17-04-36-41-10300

Parcel 3

Tax Lot 17-04-36-41-10400

Parcel 4

Tax Lot 17-04-36-41-10500

EXHIBIT B

**CERTIFICATION OF AVOIDING CHOICE-LIMITING ACTIONS ON A  
FEDERALIZED SITE**

This form is designed for sponsors, City partners within the Eugene/Springfield HOME jurisdiction (Jurisdiction) and other owners who may own parcels of land that will site future HOME projects or projects that include other federal subsidies. This certification must be signed by both the Project Sponsor and Site Owner of a future project certifying that you recognize that the date an application for federal funds is submitted, the project becomes federalized. As such, no choice-limiting actions including but not limited to site acquisition, site work, storage of materials, environmental mitigation, soil removal or remediation or any other ground-disturbing activity, may occur on the site until the Jurisdiction, as the Responsible Entity for environmental reviews, issues an environmental completion letter to the Project Sponsor and Site Owner (if different).

**I hereby certify that no choice-limiting actions will occur on the site after the date the project is federalized, which is date an application is submitted for federal funds. I hereby understand the requirement and will not undertake any work on the site without prior consultation with the Jurisdiction. I hereby certify that any work on the site after the date an application for federal funds is submitted could affect the viability of the project moving forward.**

**Project Sponsor**

\_\_\_\_\_  
Jacob Fox  
Executive Director  
Homes for Good Housing Agency

\_\_\_\_\_  
Date

**Site Owner**

\_\_\_\_\_  
Steve Mokrohisky  
County Administrator  
Lane County

\_\_\_\_\_  
Date



## EXHIBIT C

177 Day Island Rd., Eugene, OR 97401 • PH 541-682-3755 • FAX 541-682-3411  
300 West Fairview Dr., Springfield, OR 97477 • PH 541-682-4090 • FAX 541-682-3875

Homes. People. Partnerships. Good. [www.homesforgood.org](http://www.homesforgood.org)



### Disclosures to Seller for Voluntary Acquisition Addendum to IGA

This addendum confirms certain terms and conditions related to the contemplated purchase of four County-owned tax lots at the Lane Events Center site located at 13<sup>th</sup> and Tyler Streets in Eugene, Lane County, Oregon (the Subject Property). The parties to the contemplated sale are: Homes for Housing Agency (Buyer) and Lane County (Seller).

Buyer is prepared to pay an amount of funds, to be determined in accordance with the option agreement, for clear title to the Subject Property except for items of record. Because Federal Funds are anticipated to be used for some or all of the purchase price, we are required to disclose to you as Seller certain terms and conditions established under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA).

1. Seller acknowledges that the sale of the property is voluntary.
2. Seller acknowledges that Buyer does have, but will not use, the power to acquire the site by condemnation (i.e. eminent domain).
3. Seller will be advised of the fair market value of the Subject Property prior to closing and the price will be agreed upon between free negotiations between the Buyer and Seller in accordance with the procedures for voluntary acquisition under URA. Seller may agree to contribute the difference between the appraised value and the actual sales price.
4. Seller acknowledges that owner-occupants of the Subject Property are not eligible to receive relocation assistance under URA because the contemplated sale is voluntary.

If this letter accurately reflects your understanding of the terms relating to the sale of the Subject Property, please so acknowledge the fact by signing and dating a copy of this letter in the place provided below.

#### Buyer

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

#### Seller

\_\_\_\_\_  
Steve Mokrohisky Date  
County Administrator  
Lane County