

Received

SEP 22 2022

City of Cottage Grove
City Manager's Office



To:

Richard Meyers
City of Cottage Grove
400 E. Main Street
Cottage Grove, 97222

From:

Kris McAlister, Executive Director
Carry It Forward
501(c)3 Non-Profit Corporation
3692 Hickory Ave.
Eugene, OR 97401

Regarding:

Request for Proposals: Highway 99 Emergency Shelter Operations and Services

Dear Richard,

Thank you for the opportunity to apply to serve Cottage Grove's unhoused community. We appreciate the level of engagement, leadership, and forethought that has gone into this project, and if chosen, Carry It Forward will be honored to work in collaboration with the City of Cottage Grove and community partners to make this project a success.

Kris McAlister, Executive Director
Contract, authorized to Represent and Sign
Phone: 541-517-9723
Kris@carryitforward.net

B. Required Narrative.

1. Describe how an emergency shelter for individuals who are homeless fits within your agency's mission.

Carry It Forward is a 501(c)3 organization that serves unhoused people in Lane County, Oregon, with primary concentration of services in Eugene and Springfield. The name "Carry It Forward" is meant to highlight the mutual benefits of direct service to our unhoused neighbors. All of our programs are actively informed by the population we serve, and approximately 65% of employees have lived experience with homelessness.

Our work is designed to reduce suffering by meeting basic human needs while developing a sustainable employment model that engages unhoused individuals in simultaneously working toward their own goals and helping the community. Our PAVE Program (Personally Assessed Vocational Engagement) consists of unhoused workers who receive wrap-around support to overcome barriers and accomplish personal goals, while being employed in various service projects that improve access to resources for the larger unhoused community.

2. Describe your agency's previous experience in providing emergency shelter operations and/or services to individuals who are literally homeless. If no direct experience, what other similar, relevant experience does the agency have?

From our beginning in winter of 2016, Carry It Forward has provided emergency supplies to individuals on the street. In 2018, we started our first vocational engagement training with our laundry program. In this program, unhoused people provided laundry services to four sanctioned camps, White Bird and HIV Alliance clients, and 2 unsanctioned camps on a regular schedule for three years.

During the first three months of COVID-19, we ran a 24/7 respite shelter in collaboration with Lane County and the City of Springfield, hosted four temporary respite camps in collaboration with the City of Eugene and White Bird, and provided laundry services for the Wheeler COVID shelter run by Occupy Medical and Lane County. We also provided laundry services to Sponsors for post-release individuals in quarantine, and shower services in Springfield. Our workers and guests are well-trained in CDC guidelines for reducing the spread of COVID-19.

Toward the end of 2019, we opened a 12-bed emergency shelter for individuals or couples at highest risk of death from COVID if contracted. We ran this shelter for 18 months with private donor and county funding. Simultaneously, we provided outreach services to Springfield and rural areas in East Lane County, including Cottage Grove.

Ongoing projects include operation of Safe Sleep Sites in Eugene, street outreach and delivery of survival-based items (clothing, camping gear, basic hygiene and first aid items) and services that include Case Management and housing navigation.

In all of these projects we incorporated our unique employment model, utilizing strengths-based empowerment strategies to help employees and residents engage, build skills, and accomplish steps toward their own goals. Many of our shelter residents were examples of people who have fallen through the cracks of traditional services due to COVID-19, and other barriers presented by systemic inequities based on race, gender, mental and physical disability, and medical complexity. We were able to recruit five new PAVE members from our work in the temporary COVID shelter and camps, who represent all of

these underserved communities. Several of these individuals hope to be contributors in the project described in this proposal.

3. Describe your agency’s emergency shelter program design for Cottage Grove community members who are experiencing homelessness including how you plan to operate the program in alignment with the scope of work. Be sure to address the following:

a. How will the program be staffed for Operations of the facility? What activities will support operations of the facility (i.e. Food prep, maintenance, front desk, etc.)?

Carry it Forward will have staff on site or by camera 24/7 with additional support from a Shift Lead and a Case Manager. Staff will be divided into two or three shifts, either eight or twelve hours. All support staff have active food handlers licenses and working in collaboration with Food for Lane County and local community sharing kitchens will provide three meals a day for the clients. Utilizing food boxes from Food for Lane County, weekly menus will be created for the camp. Primarily focusing on balanced meals using the items provided and preparing the meals at the shared local community kitchen to be dispersed on site. Clean up and dishes will be handled on site by support staff. A case manager will be designated for the Cottage Grove site and will be available Monday through Friday to assist the clients. Due to the variety of skills Carry it Forward’s staff possess we have many support staff members with backgrounds in many fields ranging from maintenance to customer service. Support staff will be able to handle basic site maintenance from yard upkeep, minor electrical issues with the shelters, and other basic household issues. Front desk reception tasks will be handled by a combined effort from all staff on the current shift utilizing a dedicated phone. Our staff have experience answering calls from providers, taking notes for clients and case managers, and building proper scheduling to assist the social workers and case managers. The regular staff and case managers will be reinforced by AM and PM Shift Leads whose skills and leadership are available to support the team on site with any complications in a timely manner. All staff will complete training in low-barrier, trauma informed care and de-escalation techniques.

b. How will the program be staffed for Services? Describe the services and amenities provided at the facility. Please specify which activities will be supported with in-house resources and which will utilize outside vendors or collaborations. Please include a sample staffing schedule if available.

In addition to operations staff, we will provide a case manager for every participant. Case management services are detailed below. A regular part of case management is to contact external service providers that already work with the client, and/or refer clients to providers that suit their needs.

Food service and preparation will be a combination of partnerships with Community Sharing, Food For Lane County, and partnerships with vendors

Sample schedule

Supervision	Clay	Clay	Clay	Clay	Arwen	Clay	Arwen
	Punky	Kris	Kris	Arwen	Punky	Arwen	Punky
	Paula	Carey	Carey	Carey	Carey	Paula	Paula
	Thursda	Friday	Saturday	Sunday	Monday	Tuesday	Wednesda

	y						y
8:00 AM	Pat	Pat	Pat	Pat	Malachi	Malachi	Malachi
9:00 AM	Pat	Pat	Pat	Pat	Malachi	Malachi	Malachi
10:00 AM	Pat	Pat	Pat	Pat	Malachi	Malachi	Malachi
11:00 AM	Pat	Pat	Pat	Pat	Malachi	Malachi	Malachi
12:00 AM	Pat	Pat	Pat	Pat	Malachi	Malachi	Malachi
1:00 PM	Pat	Pat	Pat	Pat	Malachi	Malachi	Malachi
2:00 PM	Pat	Pat	Pat	Pat	Malachi	Malachi	Malachi
3:00 PM	Pat	Pat	Pat	Pat	Malachi	Malachi	Malachi
4:00 PM	Pat/Sabra	Pat/Sabra	Pat/Paula	Pat/Paula	Liliana/Paula	Liliana/Paula	Liliana/Paula
5:00 PM	Pat/Sabra	Pat/Sabra	Pat/Paula	Pat/Paula	Liliana/Paula	Liliana/Paula	Liliana/Paula
6:00 PM	Pat/Sabra	Pat/Sabra	Pat/Paula	Pat/Paula	Liliana/Paula	Liliana/Paula	Liliana/Paula
7:00 PM	Pat/Sabra	Pat/Sabra	Pat/Paula	Pat/Paula	Liliana/Paula	Liliana/Paula	Liliana/Paula
8:00 PM	Alec	Derrick	Derrick	Derrick	Carlos	Alec	Alec
9:00 PM	Alec	Derrick	Derrick	Derrick	Carlos	Alec	Alec
10:00 PM	Alec	Derrick	Derrick	Derrick	Carlos	Alec	Alec
11:00 PM	Alec	Derrick	Derrick	Derrick	Carlos	Alec	Alec
12:00 AM	Alec	Derrick	Derrick	Derrick	Carlos	Alec	Alec
1:00 AM	Alec	Derrick	Derrick	Derrick	Carlos	Alec	Alec
2:00 AM	Alec	Derrick	Derrick	Derrick	Carlos	Alec	Alec
3:00 AM	Alec	Derrick	Derrick	Derrick	Carlos	Alec	Alec
4:00 AM	Alec	Derrick	Derrick	Derrick	Carlos	Alec	Alec
5:00 AM	Alec	Derrick	Derrick	Derrick	Carlos	Alec	Alec
6:00 AM	Alec	Derrick	Derrick	Derrick	Carlos	Alec	Alec
7:00 AM	Alec	Derrick	Derrick	Derrick	Carlos	Alec	Alec

c. What activities will support participants in completing housing and health goals? What case management model or best practices will be used to support participants in entering permanent housing as quickly as possible?

Our case managers are trained for the following:

- Help people set goals, navigate through systems, remove barriers to stability, build tools, and scaffold toward longer-term housing.
- Provide education and coaching for self reliance.
- Encourage guests to invest and contribute positively to the community.

- Perform Front Door Assessments and other documentation in HMIS.
- Also serve as advocates, both internally and externally to the organization.

Our case management model is comprehensive and collaborative. Clients participate in setting goals in the first week of establishing service. The Case Manager obtains releases of information for any provider that impacts the client's life, so that we can facilitate continuity of care. The case manager makes a quick inventory of items needed to obtain housing and any steps that have already been taken. Then, the case manager helps the participant work toward their goals, including helping apply for housing opportunities and accomplishing health goals.

d. Describe or provide a copy of the policies demonstrating a low-barrier approach, including plans for accommodating pets (and service animals), partners, and possessions.

Partners are allowed if they meet criteria for the camp and if we have a couple's unit available. Traditionally, we have kept the couple ratio 1 couple per 10 individuals.

Possessions are expected to be kept inside the individual's unit. Clients are allowed to maintain a small amount of overflow outside the unit, behind or in between units, that must fit under a 10x10 tarp and stay tidy in appearance.

Service Animals and Pets: Per ADA requirements, our shelter makes reasonable accommodation for service animals. Other pets are considered on a case-by-case basis and evaluated based on how many pets are currently in camp.. Note: emotional support, therapy, comfort, or companion animals are not considered service animals under the ADA unless they have been trained to perform a specific job or tasks. Pets must be kept on a leash at all times and never left unattended. Carry It Forward's current policy allows any service animal onsite with proper documentation. Other clients are limited to one pet per unit. It is the clients responsibility to clean up after their pet at all times and are prohibited from leaving said pet unattended.

We strive particularly to help those who might otherwise "fall through the cracks" of traditional services. We believe that all unhoused individuals deserve access to these services. We do not deny services due to disabilities or mental health challenges, lack of income/employment, criminal history, current or past substance use or other challenges that traditionally exclude members from obtaining services. That said, we do not take level 3 sex offenders or people with violent criminal history. We determine a person's "fit" based on behaviors and interest in working on positive goals.

e. Describe policies to help maintain cleanliness and minimize the accumulation of materials.

Carry It Forward's policies on maintaining a clean camp environment stem from previous and ongoing experiences running shelters in the Eugene & Springfield areas. Our clients are responsible for keeping the areas in and around their shelter clean at all times. Cleaning supplies/tools are provided if needed to assist clients in keeping their areas tidy. Currently clients are not allowed to collect personal items in front of their respective shelter, unless it is to beautify the unit (i.e. flower boxes, welcome mat). This reinforces a sense of cleanliness of their personal space that we hope that they bring with them into their permanent housing. For clients that have personal belongings that cannot be stored in their shelter it is our policy for those items to be stored behind the shelter in an area no larger than 10'X10' and covered with a tarp. Clients may also store personal belongings in their vehicle parked onsite. Carry It Forward does not assume any liability for lost or stolen items on the property.

4. Please describe other resources and partnerships your agency would contribute to this program to support clients who may need assistance from a caregiver or may need other accommodations to safely stay at the shelter. Include previous Emergency Shelter Operations and Services RFP experience in collaborating with Senior and Disability Services, Healthcare providers, and other community organizations.

Over Carry it Forward's lifespan we've been able to cultivate many community partners and collaborators who share our passion in assisting the unhoused. Our fellow collaborators within the healthcare spectrum such as Trillium, Peacehealth, PacificSource, and PacificSource Foundation are committed to supporting our efforts in assisting unhoused individuals demonstrating a spectrum of medical needs. Our relationships with White Bird/Cahoots, HIV Alliance, and Occupy Medical have been supportive additions for the unhoused community in the healthcare areas as well providing a larger blanket of services for the "harder to help" members of the community. South Lane Mental Health and Laurel Hill have pledged interest in assisting us with access to mental health services for clients in Cottage Grove. Jennifer Ferraez, licensed therapist private practice, has also offered her services on a volunteer basis to assist in times of need for those experiencing a mental health crisis. Below is a list of other organizations with whom we have active partnership that benefit all of our projects:

South Lane Mental Health
Community Sharing
Cottage Grove Lyon's Club
ShelterCare
ODI/FAIR program
Escudo Latino
CALC, Shelter Rights Alliance
G.Street Oasis, Springfield
White Bird / CAHOOTS
HIV Alliance
Occupy Medical
CORE (Community Outreach Through Radical Empowerment)
Laurel Hill

St. Vincent dePaul
Eugene Mission
SquareOne Villages
Community Supported Shelters
Nightingale Hosted Shelters
Food for Lane County
Lane County Health and Human Services
City of Eugene
City of Springfield
Veterans Affairs HUD-VASH program
PacificSource (OHP) and PacificSource Foundation
Trillium (OHP)
PeaceHealth
Development and Disability Services

5. Describe how the agency will work to reduce disparities in service accessibility and outcomes for people experiencing homelessness who may live with disabilities, have limited English proficiency, and may be part of historically marginalized groups such as LGBTQ+ youth and adults, immigrants and refugees, and Black, Indigenous and People of Color. Give examples of equity issues you have identified within service delivery and any changes the agency has made in order to respond to the issues identified and better meet the needs of diverse communities.

Equity is central to our work. We work to remove obstacles and provide increased access to essential resources. We understand that homelessness is intersectional, and we acknowledge, value, and learn from the broad overlapping spectrum of racial, cultural, linguistic, and regional diversity of the people we serve. Our equity lens includes building relationships, getting to know each client's context, learning their skills and strengths, and meeting their individualized needs in a way that is responsive and respectful of cultural and linguistic

differences. For those who speak Spanish, we have the capacity for 24/7 access to Spanish-speaking staff to help facilitate translation, complete applications, navigate phone calls with providers, and advocate for needs. We also have staff who speak Hindi.

All staff and volunteers must attend a 3-part initial training we developed to target our work with unhoused people from diverse backgrounds. This training covers confidentiality, professional boundaries, ethics, non-discrimination policy to ensure fidelity, and our organizational philosophy and procedures that include a solid commitment to treating all people with dignity and respect. This training is framed as a starting point and leads to the next training series on trauma-informed care, de-escalation, and the importance of a low barrier service model.

We seek to continue our equity work and ongoing development of a workplace culture of open engagement, protected space for difficult conversations, and an expectation of professional behavior that includes self-reflection and willingness to change. Lastly, we know that we are constantly learning and committed to an ongoing process of engagement, reflection, training, and change within our systems and staff.

Two examples that illustrate our application of the model and outcomes we seek for clients:

“Edward” is an African-American man in his 70’s with complex medical issues, and had been on the street for 10 years. At first, he was suspicious of our shelter and did not want to come. After speaking with the Executive Co-Directors he decided to give it a try because we “treated him with respect.” His self-defined goals were medical care and housing. He engaged closely with his case manager who helped him get medical care until he stated being “80% healed,” then got a housing voucher and eventually his own apartment. At the end of his time with us, Edward insisted on making a speech to the entire shelter about his gratitude, and called our shelter “a healing place.” Edward was in our shelter for 9 months.

“Mateo” is an under-documented mono-lingual man who speaks Spanish but cannot write it. His goals were to stop drinking, connect with his family, and get housing. Within the first week, Mateo stopped drinking. Initially we were concerned that he would feel isolated in our shelter, since no other residents spoke Spanish. We helped him connect with his family, and worked on alternative housing options. We labeled everything in the shelter in Spanish and English, and encouraged all our staff to practice and speak Spanish. One of our employees offered weekly Spanish classes for employees and residents, which also helped Mateo learn English. He opened up and was very social with staff. He worked with a Spanish-speaking case manager, who collaborated and translated meetings with our housing navigator. We supported him with rides to work, and he eventually found housing. Mateo was in our shelter for one year.

6. Describe previous experience utilizing Service Point / Wellsky and/or Homeless Management Information System (HMIS). How will the Provider ensure data entry and data quality expectations are met? What experience does your agency have in conducting outcomes follow-up after participants have left a program? Please include your agency’s quality assurance practices and how outcome goals described in the scope of work will be reviewed and monitored.

Our agency has utilized HMIS for all county-funded projects since 2020, and currently utilizes HMIS for our safe sleep site in Eugene. Case Managers typically enter all data required for service documentation, and we assign data quality review and reporting duties to a central staff person. This person tracks

quarterly data quality and maps follow-up dates for outcomes. For Cottage Grove, HMIS monitoring will be done by administrative staff, who may also be responsible for monitoring the wait list. We have used HMIS to screen, do intakes, perform FDAs, and review client data for reporting purposes.

7. Describe or attach the COVID-19 protocols your agency will have in place to reduce the transmission of COVID-19 in this setting.

As facilities relax limitations in accordance with this guidance, it is essential that infection control practices continue to be carefully observed. The following core principles and best practices help reduce the risk of COVID-19 transmission:

- Screening of all who enter the facility for signs and symptoms of COVID19 (e.g. temperature checks, questions about and observations of signs or symptoms), and denial of entry of those with signs or symptoms or those who have had close contact with someone with COVID-19 infection in the prior 14 days.
- Practicing proper hand hygiene, promoting frequent hand washing with soap and using alcohol-based hand rub.
- Social distancing of at least six feet between persons.
- Universal use of face coverings or masks (covering mouth and nose) by all staff and strongly encouraged use for all clients.
- Instructional signage throughout the facility and proper visitor education on COVID-19 signs and symptoms, infection control precautions, other applicable facility practices (e.g. use of face coverings/masks, specified entries, exits and routes to designated areas, hand hygiene).
- (Hourly staff) Cleaning and disinfecting frequently touched surfaces in the facility, lavatories, congregate outdoor areas, and designated case manager/social worker areas after each visit. Visitor areas will also be cleaned after every visit and hourly after visitations are allowed.
- Strict compliance for use of personal protective equipment by staff.

8. This program is expected to start by October 3 - 10, 2022, through June 30, 2024. Please outline an estimated timeline of proposed activities including hiring of staff, training, securing vendor and supplies, development of policies and procedures, and implementation start date.

Carry it Forward currently has adequate staff to run operations in Cottage Grove and in preparation for this camp the company has hired two full time support staff, two full time shift lead/supervisors, and have hiring prospects available if need be.

During the first operational week we will review current camp policies and procedures then tailor them for the needs of the site in Cottage Grove. We will familiarize staff with the new location and expectations for the site. We currently have a relationship with food for Lane County and a vendor "Reality Kitchen" who are ready to work with us on food needs. We will also be working closely with the local church and food distribution network already existing in Cottage Grove.

Operational week 2: We will establish a cognito process for referrals work with community partners to receive individuals that fit site criteria, including established local presence requirements. Allowing for location of approved campers; we can start accepting and screening referrals in week 2.

C. Services

Complete the table below by selecting the service/activity that will be provided. Indicate whether the service will be provided directly by the emergency shelter. If the service will be provided by a third-party agency, or if the service will not be provided.

Service / Activity	Service will be provided by the emergency shelter provider	Service will be provided by a third party agency	Services will not be provided
Case Management	x	*	
Mental Health supports		x	
Substance use treatment		x	
Meal preparation/provision Breakfast Lunch Dinner	x	*	
Security	x		
Building Maintenance		x	
Coordination with Senior and Disability	x		
Fresh linens	X initial bedding		
24-hour onsite management	x		
Pet Accommodations	x		
Laundry		x	
Transportation		x	
Acute medical care		x	
Personal care (ADL)		x	x

Medication management		x	x
Work training or volunteer opportunities	x		
Other	• (education)		

Budget

1. Provide full program operations and services budget that shows the full cost for a period of 9 months (October 3 - June 30) and provide an estimate for the second year (July 1, 2023-June 30, 2024). Use template provided. Distinguish one-time start-up costs and ongoing expenses.

Budget Item	Total Budget Year One	Total Est. Budget Year Two	Notes
One-Time Start Up Costs			
500\$	Client services Computer, client need tablet, camera access equipment	100\$	Technology costs help offset distance and support move on
150\$	Smoking area resources		
200\$	Kitchenwares	100\$	Dishes and cookware
60\$	Microwave		
30\$			
300\$	First aid/ppe	175\$	Services
1186\$		375\$	
Total Start Up Costs			
Personnel			
1003\$	Onboarding staff training in Cottage Grove	500\$	Refresher/new employee onboarding

350\$	Volunteer safety and community support training	350\$	Volunteer safety and community support training
152640\$	9 months staff	203520\$	One year staff
153,993\$		204370\$	
Total Personnel			

Budget Narrative:

- a. Total cost per bed night per individual served
- b. A listing of all one-time start-up costs expected and the total amount of nonrenewable expenses.
- c. A listing of staff, including titles, utilized in the program, the specific duties of each staff person as it relates to the budget and the methodology for determining the amount of FTE charged to the program budget for each staff person.

Staff	Title	FTE
Kris McAlister	Executive Director	0.25
Merinda Pulver	Administrative Assistant	0.25
Punky McKnight	Logistics Manager	0.25
Paula Applegate	Remote Camera	1
Clay Allen	Shift Supervisor	1
Carey Myers	Shift Supervisor	1
Johanis Tadeo	Case Manager	1
Alec Pollara	Support	1
Patrick Sheehan	Support	1
Carlos Garcia	Support	1
Malachi Maas-DeSpain	Support	1
Derrick Manning	Support (PAVE)	1

- d. A general explanation/justification of all non-staff related program expenses.
- e. A listing, including amounts, of all other non-City funding that will be contributed to the project.
- f. A listing of any in-kind contributions committed to the project.
- g. Any other clarification needed for the budget provided.

Our current cost per bed per night is at 21\$ a night, which includes safety, basic

support, and emergency services, with the exception of case management. The amount afforded in the RFP covers approximately 16\$ of this, and we will be looking at ways to support the case management component, externally. By maintaining that only Cottage Grove residents utilize services at the site, we will be doing additional screening and local referrals as part of our external services.

Supplies and materials will be maintained on site to help keep people safely and productively staying in place during COVID risk times, and working on housing and other stabilizing needs. From time to time, volunteers and other service providers may be brought in to help support staff or train to respond to new situations or best practices for the community goals.

We are sharing oversight and administrative costs with a couple of camps set up the same way, as to help reduce the burden on the contract, as well as contributing our resource catalog and donation warehouse supplies to the camp, partnering with Community Sharing and ARC locally, and coordinating with meal services and food boxes for our clientele.

We will continue coordinating with local volunteers and groups to help reduce the staff presence needed, while having local residents be part of the supportive changes for camp clients. This will present a need for additional training funds potentially down the road.

CIF will afford its internal vocational programming and community support efforts to all clients enrolled in the Cottage Grove Camp. This will help with skill development and local inclusion in employment efforts., and be in alignment with regional workforce investment pathways.

We look forward to utilizing healthcare focused training to support through CCO billable services in the short term, as well.

ATTACHMENT A

PROPOSER'S RESPONSE FORM

Submitted by: Kris McAlister

Address: 3692 Hickory Avenue, Eugene, OR 97401

Date: 9/22/22

Phone number: 541-517-9723

Fax: 541-243-7365

E-Mail: kris@carryitforward.net

The undersigned, through the formal submittal of this proposal response, declares that Proposer has examined all related proposal documents, including Addenda A and B, and read the instruction and conditions, and hereby proposes to furnish Facility Operations Services in accordance with the proposal documents herein, for the price set forth in the proposal submittal attached hereto, and forming a part of this proposal.

By Proposer's signature below, Proposer hereby represents as follows:

(a) That no Director, officer, agent or employee of the City of Cottage Grove (City) is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the City, its councilors, officers, agents, or employees had induced Proposer to enter into this contract and the papers made a part hereof by its terms;

(b) The Proposer and each person signing on behalf of any Proposer certifies, in the case of a joint proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Proposer prior to the proposal deadline, either directly or indirectly, to any other Proposer or competitor;
3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restraining trade;
4. Proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman or emerging small business enterprise certified under ORS 200.055, or against a business enterprise that is owned or controlled by, or that employees a disabled veteran as defined in ORS 408.225.

5. The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in its proposal.
6. Proposer is a resident Proposer, as defined in ORS 279A.120. If not a resident, Proposer's resident state is _____.
7. Proposer hereby agrees to comply with all applicable Oregon Public Contracting Code provisions, as more specifically described in the attached contract and associated Exhibit C.

The names of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

Name Title : Kris McAlister, Executive Director

Name Title

Name Title

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand on this ____ day of _____, 2022.

Name of Firm

Signature of Proposer

Phone, email, and fax

(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers on this __22__ day of ____September____, 2022.

Name of Corporation : Carry It Forward

By Kris McAlister

Title Executive Director

CONTRACT MANAGER:

Name Title: Kris McAlister, Executive Director

Telephone number: 541-517-9723

Email and fax number kris@carryitforward.net, Fax: 541-243-7365

Attachment B

CITY OF COTTAGE GROVE

PERSONAL SERVICE AGREEMENT FOR EMERGENCY SHELTER OPERATIONS AND SERVICES

BASED UPON the proposals submitted in response to the Request for Proposals for Facility Operations Services (RFP) issued by City of Cottage Grove (City), City and _Carry It Forward _ (Contractor) hereby enter into an agreement for the provision of personal services in accordance with the RFP and Contractor's Proposal.

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

- (1) Exhibit A – Request for Proposals
- (2) Exhibit B – Contractor's Proposal
- (3) Exhibit C – ORS 279B requirements for Personal Service Contracts

In the event of any conflict, the terms of this Agreement shall control, followed by Exhibits A, C, then B, in that order.

1. Term. The term of this Agreement shall extend from October 3, 2022, to June 30, 2024, unless extended for up to two additional one-year terms in writing by City.
2. Scope of Work. Contractor agrees to perform during the term of this Agreement, the following services:
 - 2.1 Generally, Contractor shall provide all materials and services associated with providing facility operations services to City (City Services).
 - 2.2 Specifically, Contractor shall perform the services set forth as set forth in City's RFP for Highway 99 Emergency Shelter Operations and Services dated September 13, 2022, and Contractor's proposal dated October 3, 2022, incorporated herein as Exhibits A and B, respectively.
 - 2.3 Contractor shall not perform and City shall not pay for Contractor's services which are outside the work described in this Section 2, unless City provides prior written consent for such work. Contractor's services which are outside of the Scope of Work and approved by City shall be charged as provided in Exhibit B.
3. Compensation.
 - 3.1 Compensation. For the services described and performed by Consultant, the City agrees to pay, and the Consultant agrees to accept, compensation in the maximum not to exceed amount of \$200,000.

3.2 Invoices. Invoices for Contractor's services shall be based upon Contractor's fees and hourly rates as set forth in Exhibit B, up to the maximum amounts, above.

These amounts shall be billed to City in summary form, detailing the previous month's fees and costs and the percentage of the project completed to date, on or about the 7th 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 City's request.

3.3 Payments.

(A) City 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, City shall pay the invoice amount in full within thirty (30) days of invoice date.

(B) If City fails to make any payment due Contractor for services and expenses within thirty (30) days of the 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 City, 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.

(C) City 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. City shall not reimburse for any expense, unless Contractor first obtains City'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 this Agreement and will not engage in any activity that is or may be contrary to the welfare, interest, or benefit of City.

5. City Responsibilities. In addition to City's payment obligations, as set forth in Section 3.3 above, City 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.

6. Termination.

6.1 Termination for Convenience. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other or at any time upon mutual written consent to parties. If terminated for default, the notice of termination shall set forth the manner in which the other 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.

Upon termination under this Section, unless terminated for breach, 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 and any claim(s) City has against Contractor. Pursuant to this Section, Contractor shall submit an itemized invoice for all unreimbursed work completed before termination and all Agreement closeout costs actually incurred by Contractor. City 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.

7. Disengagement Agreement. Upon receiving a notice of termination, and except as otherwise directed in writing by City, Contractor will continue to perform Facility Operations Services to the date agreed upon as the termination date.
8. 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 in the Facility Operations Services required under this Agreement without undue delay and without additional costs.
9. Remedies. In the event of breach of this Agreement, the parties shall have the following remedies:
 - 9.1 If terminated by City due to a breach by Contractor, City 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 City the amount of the reasonable excess.
 - 9.2 In addition to the above remedies for a breach by Contractor, City also shall be entitled to any other equitable and legal remedies that are available.
 - 9.3 If City breaches this Agreement, Contractor's remedy shall be limited to termination of the Agreement and receipt of Agreement payments to which Contractor is entitled.
 - 9.4 City shall not be liable for any indirect, incidental, consequential, or special damages under the Agreement or any damages arising solely from terminating the Agreement in accordance with its terms.
10. 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 City information.
11. 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:

City: City of Cottage Grove
400 E. Main Street
Cottage Grove, OR 97424

Contractor: Carry It Forward _____
3692 Hickory Avenue _____
Eugene, OR 97401 _____

12. Insurance. Contractor shall maintain the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

12.1 General Commercial liability insurance -- \$2,000,000 aggregate

12.2 Professional liability insurance -- \$3,000,000 aggregate

12.3 Workers' Compensation insurance -- \$1,000,000

12.4 Automobile Liability Insurance -- \$1,000,000 each accident

Contractor shall: (a) provide City with a copy of a current Certificate of Insurance with the coverages listed above; (b) include City as an additional insured for General Commercial Liability (subject to the terms and conditions of the applicable Contractor insurance policy); and (c) provide City with 30-day notice prior to cancellation.

13. Access to Records. The Contractor shall maintain, and the City and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

14. Indemnity. To the extent permitted by law, Contractor shall protect, defend, indemnify and hold City 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 City.

15. 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.

16. Independent Contractor. Contractor is an independent contractor for all purposes and is not entitled to any compensation other than the compensation provided for under this Agreement. While City reserves the right to set various schedules and evaluate the quality of Contractor's completed work, City 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. 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 City to cover Contractor's tax obligations. Contractor is not eligible for any City fringe benefit plans. It is recognized that Contractor may or will be performing work during the term for other parties and that City is not the exclusive user of the services that Contractor provides.
17. 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.
18. 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 selfemployed individual.
19. 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.
20. Assignment. Contractor shall not assign or subcontract any of its obligations under this Agreement without City's prior written consent, which may be granted or withheld in City's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Agreement. City'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 City shall incur no obligation other than its obligations under this Agreement. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.
21. Public Contracting Requirements. Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth in Exhibit C.
22. Governing Law. This Agreement is to be governed by and under the laws of the State of Oregon.

23. 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.
24. Arbitration. If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, rescission, or enforcement of this Agreement, the parties shall, upon the request of City, 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.
25. 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 City shall make payments as required by the Agreement for undisputed portions of work.
26. Attorney Fees. If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Agreement, 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. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this Agreement without initiating litigation, Contractor agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.
27. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.
28. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile or other electronic transmission shall be binding as original signatures.
29. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Facility Operations Services. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of both parties, except as otherwise authorized herein.
30. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party.

CITY:

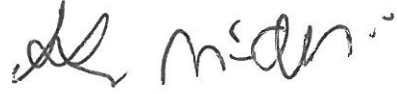
CONTRACTOR:

Richard Meyers, City Manager
City of Cottage Grove

Carry it Forward
[INSERT CONTRACTOR NAME]

Title: Date: Date:

By: _____
By: _____
Title: _____



Contractor
Carry It Forward
Kris McAlister
Executive Director
9/22/22

EXHIBIT A
REQUEST FOR PROPOSALS

EXHIBIT B
CONTRACTOR'S PROPOSALS

EXHIBIT C

ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS PERSONAL SERVICES

- (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 City 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, City 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 his surety from his or its obligation with respect to any unpaid claim. If City is unable to determine the validity of any claim for labor or material furnished, City 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 City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Contractor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318 and Chapter 539 Oregon Laws 2015 (SB 675). Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which City may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law.
- (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.