



Memorandum

Date: September 17, 2020
To: Denny Braud - PDD Executive Director
From: Lori Miller – PDD Contract Administrator
Subject: SIGNATURES NEEDED – City Contract #2021-03104

Please sign the attached Personal Services contract between the City and Healthy Democracy Fund for lottery-selected review panel for Middle Housing Code Updates project.

Healthy Democracy will facilitate the use of a lottery-selected Review Panel for the City of Eugene in 2020-2021, as part of the Middle Housing Code Amendments Project – the City’s strategy to comply with zoning code mandates in HB 2001.

Total estimated cost for the services is \$50,000, of which \$25,000 is being funded through a State of Oregon Department of Land Conservation and Development grant. Your signature authorizes the contract.

If you have any questions, please contact Terri Harding at Tharding@eugene-or.gov.

Thank you

ROUTING:

1. Melysa Slavkovsky - initial
2. Terri Harding - Initial
3. Alissa Hansen – Initial
4. Denny Braud – Signature
5. Return to Lori Miller – Atrium/PDD-Admin

- FOR INTERNAL USE ONLY -
PDD Contract Routing Form

DATE: September 17, 2020

Contract #	2021-03104
Amendment#	Chge order#

TO:

- Melysa/ Terri Initials
 Alissa Hansen Initials
 Denny Braud Initials

FOR:

- Signature
 Signature

Return to: PDD Contract Administrator: Lori Miller, Atrium Bldg @ 99 W.10th

Contractor: Healthy Democracy Fund
 Contract Title: Lottery-Selected Public Review Panel for Middle Hsg Code Project
 PDD Manager: Terri Harding
 Authorization: Denny Braud

Begin Date: 9/1/2020 Review Date: 7/15/2021 Term Date: 8/31/2021

Term Condition: Renewable Renewals:

Description of contract/agreement:

Contractor will facilitate use of a lottery-selected Review Panel for use by the City of Eugene in 2020-2021, as part of the Middle Housing Code Amendments Project – the City’s strategy to comply with zoning code mandates in HB 2001.

PO#: 2110001076
 REQ#: 2150001082 RFQ/RFB/RFP#:

<input type="checkbox"/> Grant	<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expense
<input type="checkbox"/> Services Only	<input type="checkbox"/> IGA/MOU	<input type="checkbox"/> Operating

Existing Contract / Amendment Totals:		\$	50,000.00
Account code:	<small>Loc</small> 011-4314-301-617900-440005-10000-1001		\$25,000.00
Account code:	011-4314-301-617900-435105-10000		\$25,000.00
Account code:			
Account code:			
Account code:			
New Contract / Amendment Total:			\$50,000.00

Grant \$

Notes:

Contractor is part of Public Outreach/Marketing Consultants Qualified Pool. Contract is partially funded by State of Oregon DLCD Grant.

Forward To: Purchasing City Recorder City Attorney
 CC: Contract Manager File

PERSONAL SERVICES CONTRACT

Public Outreach/Democratic Engagement

BETWEEN: The City of Eugene, an Oregon
Municipal Corporation (City)

AND: Healthy Democracy Fund (Contractor)
a non-profit organized and existing under the laws of the
State of Oregon

CONTRACT NO.: 2021-03104

TAX ID NUMBER: 27-1457207

EXPIRATION DATE: August 31, 2021

RECITALS

- A. Contractor is engaged in the business of Public Outreach Consulting.
- B. City desires to engage Contractor to provide the Services described in this Agreement and Contractor is willing to provide such Services on the terms and conditions set forth herein.
- C. The Contract described herein was awarded under the exemption or procedure authorized by City of Eugene Administrative Order 44-14-08F, Public Contracting Rules 2014, Class Exemption E-19 (13) Public Outreach/Marketing Consultants Qualified Pool.

AGREEMENT

1. Incorporation of Exhibits; Definitions; Contractor's Representations and Warranties.

1.1 **Exhibits.** The Contract between the parties (the "Contract") includes and incorporates into this document (this "Agreement") all of the following:

1.1.1 **Exhibit A** summarizes certain federal, state and municipal laws that apply to government contracts. The provisions of **Exhibit A** are statements of law and may not be modified, and take precedence in the event of an inconsistency with the Agreement.

1.1.2 **Other Exhibits.** The Contract also includes and incorporates the following exhibits. The provisions of this Agreement will have priority over all conflicting provisions of the following exhibits.

Exhibit B Scope of Services

Exhibit C Compensation Schedule

- 1.2 **Definitions.** With the exception of proper nouns, capitalized terms not otherwise defined herein shall have the following meanings.
- 1.2.1 **“Agreement”** means this document, entitled Personal Services Contract and ending with the signatures of all parties.
- 1.2.2 **“Contract”** means the written statement of the parties’ mutual and respective agreements, promises, undertakings and rights as set forth in this Agreement and all incorporated exhibits.
- 1.2.3 **“Services”** means all of the products, properties and Services to be provided by Contractor under this Contract, as described in Exhibit B.
- 1.3 **Contractor’s Representations and Warranties.** Contractor makes the following representations and warranties to City:
- 1.3.1 Contractor and Contractor’s personnel are, and will at all times hereunder be, fully qualified by all necessary education, training, experience, licensure and certification to perform the Services.
- 1.3.2 As of the date of execution hereof, there are no claims or suits or proceedings, or threats thereof, seeking to enjoin the execution of the Contract by Contractor or the effect of which could prevent Contractor from performing or having the authority to perform the Services.
- 1.3.3 Neither the execution of the Contract nor the performance of the Services will constitute a breach or violation of any other contract, agreement, or law by which Contractor is bound or to which Contractor or any of its personnel who will perform the Services are subject.

2. **Services.**

- 2.1 **Commencement.** Contractor shall begin to provide the Services on September 1, 2020 or, if later, as soon as this Contract has been executed by all parties.
- 2.2 **Key Personnel.** Contractor has agreed that certain key personnel shall be assigned to perform certain parts of the Services, as described below. Removal of these key personnel from the specified tasks without the prior approval of City will be a material breach of the Contract.: None.
- 2.3 **Security.** If the Services will be performed on City property, Contractor will comply with all of City’s security policies and procedures.

3. **Term.**

- 3.1 **Initial Term.** The initial term of the Contract shall expire, unless terminated or renewed, on the expiration date shown in the caption of this Agreement.
- 3.2 **Renewal.** Upon completion of the initial term, the City may elect to extend the Contract by mutual agreement of the parties.

4. **Compensation.** Subject to City's right of offset for breach, Contractor will bill City for the Services by submitting periodic invoices that conform to the requirements of **Exhibit C**. City will make payments within thirty (30) days of receipt of a properly submitted invoice. Notwithstanding the foregoing, City will have the right to withhold payment for any item which City disputes in good faith, provided that City pays for all non-disputed items and takes commercially reasonable action to resolve the dispute.
5. **Termination.** Notwithstanding any other provisions hereof to the contrary, the Contract may be terminated as follows:
 - 5.1 The parties, by mutual written agreement, may terminate the Contract at any time.
 - 5.2 Either party may terminate the Contract if the other party is in breach of any provision hereof which breach continues for more than 30 days after a notice describing the breach has been given unless, in the case of a breach which cannot be cured within such 30-day period, the breaching party immediately initiates and diligently prosecutes a plan of curative action that is acceptable to the non-breaching party. Notwithstanding the foregoing, termination for a recurring breach may be made if the breach is uncured within seven days after the second notice in any twelve-month period and immediately, without opportunity for cure, in the third or any subsequent notice of breach in any twelve-month period.
 - 5.3 City may terminate the Contract immediately and without prior notice upon Contractor's failure to have in force any insurance required by the Contract, if Contractor breaches the City's security requirements, if Contractor fails to maintain any certificate or license required for performance of the Services, or as provided in Exhibit A.
 - 5.4 The City may terminate the Contract on any date specified in a notice if funding for the Services becomes unavailable or if the City determines that termination of the Contract is required by the public interest.
6. **Remedies.**
 - 6.1 In the event of a termination of the Contract by City because of a breach by Contractor, City may complete the Services either by itself or by contract with other persons, or any combination thereof. Contractor shall be liable to City for any costs or losses incurred by City arising out of or related to the breach, including costs incurred in selecting other contractors, time-delay losses, attorney fees and the like, less the remaining unpaid balance of the consideration provided in the Contract. City may withhold payment of sums due Contractor for Services performed to the date of termination until City's costs and losses have been determined, at which time City may offset any such amount due Contractor against the costs and losses incurred by City.
 - 6.2 The foregoing remedies provided to City for breach of the Contract by Contractor shall not be exclusive. City shall be entitled to exercise any one or more other legal or equitable remedies available because of Contractor's breach with or without termination.

6.3 In the event of breach of the Contract by City, Contractor's remedy shall be limited to termination of the Contract and payment for Services performed to the date of termination less any offset to which City is entitled.

7. **Records/Inspection.** Contractor shall maintain records of its charges to City under the Contract for a period of not less than three years following Contractor's completion of the Contract. Upon reasonable advance notice, City or its authorized representatives may from time to time inspect, audit and make copies of any Contractor's records that relate to the Contract. If any audit by City discloses that payments to the Contractor were in excess of the amount to which Contractor was entitled under the Contract, Contractor shall promptly pay to City the amount of such excess. If the excess charged by Contractor for any audited period is greater than two percent of the amount that should have been charged for that period, Contractor shall also reimburse City its reasonable costs incurred in performing the audit.
8. **Indemnification.** Contractor shall indemnify and hold City, and its officers, agents and employees, harmless from and against all claims, actions, liabilities, costs, including attorney fees and other costs of defense, arising out of the acts, errors or omissions, whether alleged or actual, of Contractor, its subcontractors, agents and employees in performing or failing to perform the Services, failing to strictly comply with any provision of the Contract or any other actions or failures to act by Contractor and Contractor's employees, agents, and subcontractors. In the event any such action or claim is brought against City, Contractor shall, if City so elects and upon tender by City, defend the same at Contractor's sole cost and expense, promptly satisfy any judgment adverse to City or to City and Contractor, jointly, and reimburse City for any loss, cost, damage or expense, including attorney fees, suffered or incurred by City. City shall notify Contractor, within a reasonable time, of any claim, threat of claim or legal action.
9. **Insurance.** Contractor shall have and maintain the insurance policies specified below. Each policy of insurance shall be written as a primary policy, not contributing with or in excess of any coverage which City may carry. A copy of each policy or a certificate satisfactory to City shall be delivered to City prior to commencement of the Services. The adequacy of all insurance policies for compliance with this Section shall be subject to approval by City's Risk Manager. Failure to maintain any insurance coverage required by the Contract shall be cause for immediate termination of the Contract by City.

Unless otherwise specified, each policy shall be written on an "occurrence" form with an admitted insurance carrier licensed to do business in the state of Oregon; and shall contain an endorsement entitling City to not less than 30 days prior written notice of cancellation. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limit coverage requirements specified below, City shall have the right to require that Contractor increase the coverage limits of all liability policies by the amount of the increase in the statutory limit.

- 9.1 **Commercial General Liability.** Contractor shall maintain a broad form commercial general liability insurance policy reflecting limits of not less than \$1,000,000 combined single limit per occurrence, with an annual aggregate of \$2,000,000 for bodily injury, personal injury or property damage. Such policy shall contain a contractual liability endorsement to cover Contractor's indemnification obligations under this Contract. The policy shall also contain an endorsement naming City as an additional insured, in a form satisfactory to City, and expressly providing that the interest of City shall not be affected by Contractor's breach of policy provisions.

- 9.2 **Workers' Compensation Insurance.** Contractor shall comply with the Oregon Workers' Compensation law by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. Contractor shall provide City with such further assurances as City may require from time to time that Contractor is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law. Contractor is a subject employer that will comply with ORS 656.017.
10. **Subcontracting.** Contractor was selected for its special knowledge, skills and expertise, and shall not subcontract the Services, in whole or in part, without City's prior written approval, which may be withheld for any reason. Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to comply with all obligations of Contractor specified in the Contract. Notwithstanding City's approval of a subcontractor, Contractor shall remain obligated for full performance of the Contract and City shall incur no obligation to any subcontractor. Contractor shall indemnify, defend and hold City harmless from all claims of subcontractors.
11. **Assignment.** Contractor shall not assign the Contract, in whole or in part, or any right or obligation hereunder, without City's prior written approval, which approval shall not be subject to a reasonableness standard. If Contractor is a corporation or partnership, a change in ownership of Contractor resulting from a voluntary transfer of stock or partnership interests, or a transfer upon death or disability of any owner, shall not constitute an assignment unless the transferor is one of the key personnel specified in Section 2.2 of this Agreement.
12. **Independent Contractor.** Whether Contractor is a corporation, partnership, other legal entity or an individual, Contractor is an independent Contractor. If Contractor is an individual, Contractor's duties will be performed with the understanding that Contractor is a self-employed person, has special expertise as to the Services which Contractor is to perform and is customarily engaged in the independent performance of the same or similar Services for others. The manner in which the Services are performed shall be controlled by Contractor; however, the nature of the Services and the results to be achieved shall be specified by City. Contractor is not to be deemed an employee or agent of City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided herein.
13. **Confidential Information.** To be considered "Confidential Information" under the Contract, information must be clearly marked as "confidential information," in a manner that will be obvious immediately upon access. Each party will limit its use of Confidential Information to the purpose for which it was disclosed by the other party and will use a reasonable level of care to prevent the intentional or inadvertent misuse, theft or inappropriate disclosure of such information. Contractor understands that all records held by the City are public records and subject to public disclosure under public records law, and Contractor agrees that City shall have no liability for the disclosure of any Confidential Information properly disclosed under the law or under a court order in response to a public records request. Contractor also understands and agrees that the Contract documents and all records of Contractor's fees and charges may not be considered Confidential Information, and are public records for which no exemption to public disclosure applies.

14. Compliance with Laws. Contractor shall comply with all applicable Federal, State and local laws, rules, ordinances and regulations at all times and in the performance of the Services, including all applicable provisions of Exhibit A.

15. Ownership of Work Product.

15.1 All tangible or electronic copies of compilations, reports, plans, drawings, techniques, formulas, works of art, literature or music, or other personal property produced or created specifically for City under the Contract (“Work Products”) shall be delivered to the City prior to the completion or termination of the Services and shall be the sole and exclusive property of the City.

15.2 In addition to ownership of the Work Products, City shall also be the owner of all copyrights, if any, existing in any Work Product under the federal copyright act except for those rights of attribution and integrity described in 17 USC 106A.

15.3 Unless expressly provided to the contrary herein, Contractor waives all rights of attribution and integrity with respect to any work of visual art except the right to prevent the use of his or her name as the author of the work of visual art in the event of a distortion, mutilation or other modification of the work which would be prejudicial to his or her honor or reputation.

15.4 With the exception of Work Products that incorporate City’s databases or City’s Confidential Information, Contractor may retain and display copies of any Work Product for marketing or demonstration purposes, and Contractor shall have the right to make derivative products based on a Work Product, but Contractor may not sell or commercially exploit any Work Product or reproduction of a Work Product.

15.5 Nothing in this Section 15 is intended to appropriate to City any personal property not created for City under the Contract or any property used or incorporated into a Work Product that was owned by Contractor or a third party prior to its use for the Services, or that is merely a minor development or enhancement of Contractor’s pre-existing proprietary process, formula or technology.

15.6 City shall remove Contractor’s name and trademarks, if any, from any copy of a Work Product that is modified except when modified by Contractor, and Contractor shall have no responsibility for any modification of a Work Product that is not made under Contractor’s supervision.

16. Notices. Any notice permitted or required by the Contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, and with return receipt requested, to the persons and addresses shown below. In addition, if directions for telephonic or electronic transmission (fax or email) are set forth below, notices may be delivered by fax or email. Notices sent by certified mail will be deemed delivered three business days after placement in the mail and notices sent by fax or email will be deemed delivered when successful transmission is electronically confirmed. Except as expressly provided in the Contract, required notices must be signed by the person designated to receive notices, or that person’s designee or attorney.

Contractor: Linn Davis, Program Manager
Healthy Democracy
5100 SW Macadam Avenue, Ste 360
Portland, OR 97239
linn@healthydemocracy.org
503-841-6865

City: Terri Harding, Metro Community Planning Manager
Planning & Development/
99 W 10th Avenue
Eugene, Oregon 97401
tharding@eugene-or.gov
541-682-5635

Each party shall notify the other of any change in the name, address or fax or email instructions to be used for delivery of notices.

17. Dispute Resolution.

17.1 **Continued Performance.** Unless the Contract is terminated, neither party shall suspend performance of its obligations hereunder pending the resolution of a dispute.

17.2 **Negotiation/Mediation.** The parties shall use all reasonable attempts to resolve disputes informally through conferral and negotiation. In the event such efforts are unsuccessful, the parties may mutually agree to voluntary mediation. The parties shall share equally in all common costs of mediation.

17.3 **Construction of Contract.** This Contract shall not be construed against either party regardless of which party drafted it. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

17.4 **Forum.** Any litigation between the City and the Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Lane County Circuit Court; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon, Eugene Division. In no event shall this Subsection be construed as a waiver by the City of Eugene of any form of defense or immunity, whether sovereign immunity, governmental immunity or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

18. **Integration.** The Contract embodies the entire agreement of the parties concerning the Services. There are no promises, terms, conditions or obligations other than those contained herein. The Contract shall supersede all prior communications, representations or agreements, either oral or written, between the parties. The Contract shall not be amended except in writing, signed by both parties.

19. **Survival.** Any duty, liability or obligation of a party which arises under this Contract, including without limitation, obligations with respect to indemnification, shall survive the termination or

expiration of this Contract and shall be legally enforceable until satisfied by performance or payment, or until enforcement is legally precluded by lapse of time.

20. No Third-Party Beneficiaries. There are no third-party beneficiaries of this Contract. The parties agree and intend that this Contract shall be enforceable only by the parties and their duly authorized representatives.

In witness whereof, the parties have, through their duly authorized representatives, executed this Agreement on the dates set forth below.

City of Eugene TH MS AHH
TH MS AHH

Signature:  Date: 09/23/2020

Print Name: Denny Braud

Title: Executive Director, Planning & Development

Certifications of Contractor: Pursuant to ORS 305.385, Contractor hereby certifies that it is not in violation of any tax laws as defined in ORS 305.380. If Contractor is other than one or more individuals who have signed below, the individual(s) signing on behalf of Contractor hereby further certifies and swears under penalty of perjury and warrants to City that: (a) the full legal name and status of Contractor are as set forth in the caption to this Agreement, and (b) s/he is authorized to execute and deliver this Agreement and the Contract to City of behalf of, and as the act of Contractor.

Signature:  Date: 09/17/2020
Linn Davis (Sep 17, 2020 17:44 PDT)

Print Name: Linn Davis

Title: Program Manager

EXHIBIT A

CITY OF EUGENE - STANDARD CONTRACT PROVISIONS Contracts Subject to ORS Chapter 279B Goods and Services including Personal Services OTHER THAN Architects, Engineers, Land Surveyors on Public Improvements

The following provisions, if applicable, are hereby included in and made a part of the attached contract between the City of Eugene and the Contractor named thereon as provided for in the Eugene Code, 1971, the Eugene Public Contracting Rules, the revised statutes of the State of Oregon, and Federal laws, rules, regulations, and guidelines. The Contractor AND EVERY SUBCONTRACTOR shall include these provisions in every subcontract SO THAT THESE PROVISIONS WILL APPLY TO, AND BE BINDING ON EVERY SUBCONTRACTOR. Failure to comply with any of the applicable provisions below shall be a material breach of the contract and may result in debarment of the Contractor or subcontractor from City contracts for up to three (3) years.

1. Fair Employment Practice Provisions (Eugene Code, 1971, Section 4.625 and Eugene Public Contracting Rule 137-046-0500(2))

- 1.1 Non-Discrimination Requirements. During the performance of this contract, the Contractor and each subcontractor agrees to comply with sections 4.613 to 4.655 of the Eugene Code, 1971, and as follows:
 - (a) The Contractor and each subcontractor agrees that it will not discriminate against any employee or applicant for employment because of an individual's race, religion, color, sex, national origin, marital status, familial status, age, sexual orientation or source of income, a juvenile record that has been expunged pursuant to ORS 419A.260 and 419A.262, or because an individual is a person with a disability which, with reasonable accommodation by the employer does not prevent the performance of the work involved, unless based upon a bona fide occupational qualification reasonably necessary to the normal operation of the employer's business.
 - (b) The Contractor and all subcontractors employing 15 or more individuals will develop and implement an affirmative action plan to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, age or national origin. Such plan shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
 - (c) The Contractor and each subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Human Rights Commission setting forth the provisions of this nondiscrimination clause.
- 1.2 Reporting. The Contractor and each subcontractor will, prior to commencement and during the term of the contract, provide to the City such documentation, and permit any inspection of records as may be required or authorized by rules adopted by the city manager to determine compliance with subsection 1.1 above.
- 1.3 Violations. If upon an investigation conducted pursuant to rules adopted by the city manager in accordance with section 2.019 of the Eugene Code, 1971 there is reasonable cause to believe that the Contractor or any subcontractors of the Contractor have failed to comply with any of the terms of subsections 1.1 or 1.2, a determination thereof shall be made by the city manager. Such determination may result in the suspension, cancellation or termination of the principal contract in whole or in part and/or the withholding of any funds due or to become due to the Contractor, pending compliance by the Contractor and/or its subcontractors, with the terms of subsections 1.1 and 1.2. Such determination may further result in debarment of the Contractor in accordance with the adopted rules.
- 1.4 Failure to Comply. Failure to comply with any terms of subsections 1.1 and 1.2 above shall be a material breach of the contract.
- 1.5 Inclusion of Fair Employment Practices Provisions in Contracts with Subcontractors. The contractor shall include the provisions of subsections 1.1 through 1.4 above in contracts with subcontractors so that the provisions will be binding upon each subcontractor.
- 1.6 Contractor Defined. As used in this section 1, "contractor" means all persons, wherever situated, but excluding local, state or federal units of government or their officials, from whom the City purchases Goods and/or Services costing \$2,500 or more in any fiscal year.

2. ORS 279A.120 Nonresident Contractors.

- 2.1 As used in this section, "nonresident contractor" means a contractor that: (A) 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, (B) does not have a business address in this state and (C) stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120.

- 2.2 If the Contractor is 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 of Revenue the total contract price, terms of payment, length of contract and such other information as the Department of Revenue may require before the Contractor may receive final payment on the public contract. The City may not award a Public Improvement Contract or a Public Works Contract to a nonresident bidder that is an educational service district. The City shall satisfy itself that the requirement of this subsection has been complied with before the City issues a final payment on a public contract.
3. **ORS 279B.220 and Eugene Rule 137-046-0500(5) Conditions concerning payment, contributions, liens, withholding.** The Contractor shall:
- (a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
 - (b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
 - (c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
4. **ORS 279B.225 Condition concerning salvaging, recycling, composting or mulching yard waste material.** If the contract will include lawn and landscape maintenance the Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
5. **ORS 279B.230 and Eugene Rule 137-046-0500(6) Condition concerning payment for medical care and providing workers' compensation.**
- 5.1 The Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
 - 5.2 All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
6. **ORS 279B.235 and Eugene Rule 137-046-0500(7) Condition concerning hours of labor.** The contractor shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).
- 6.1 Personal Services Contracts. In the case of Personal Services Contracts, the employee shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under Personal Services Contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 et seq. from receiving overtime.
 - 6.2 Contracts for Services. In the case of contracts for services, persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement, in ORS 279B.020(1)(b)(B) to (G), or in ORS 279C.540 (1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one (1) day or in excess of forty (40) hours in any one (1) week, whichever is greater.
7. **ORS 279B.240 Exclusion of recycled oils prohibited. Lubricating oil and industrial oil may include recycled oils or oils that are not manufactured from virgin materials.**
8. **ORS 279A.110 Discrimination in subcontracting prohibited; remedies.**
- 8.1 The Contractor may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.
 - 8.2 By entering into the contract, the Contractor certifies that it has not discriminated and will not discriminate, in violation of subsection 8.1, against any minority, women or emerging small business enterprise in obtaining any required subcontract.
9. **Eugene Rule 137-046-0500(1) Right to Audit Records.**
- 9.1 Cost or Pricing Data. The Purchasing Agent may, at reasonable times and places, audit the books and records of any Person who has submitted cost or pricing data in connection with a contract to the extent that such books and records relate to such cost or pricing data. Any Person who receives a contract for

which cost or pricing data are required, shall maintain the books and records that relate to the cost or pricing data for three (3) years from the date of final payment under the contract, unless a shorter period is authorized by the Purchasing Agent in writing.

- 9.2 Contract Audit. The Purchasing Agent shall be entitled to audit the books and records of the contractor or any subcontractor to the extent that the books and records relate to the performance of the contract. The contractor and each subcontractor shall maintain books and records for a period of three (3) years from the date of final payment under the contract or subcontract, as applicable, unless a shorter period is authorized by the Purchasing Agent in writing.

10. Eugene Rule 137-046-0500(3) Right to Inspect Plant.

- 10.1 Time for Inspection. The Purchasing Agent may, at reasonable times, inspect the part of the plant or place of business of the contractor or any subcontractor that is related to the performance of any contract awarded.
- 10.2 Contractual Provisions. The City may inspect supplies and Services at the contractor's or subcontractor's facility and perform tests to determine whether they conform to the contract requirements.
- 10.3 Procedures for Trial Use and Testing. The Purchasing Agent may establish operational procedures governing the testing and trial use of equipment, materials, and the application of resulting information and data to Specifications or Procurement.
- 10.4 Location. When an inspection is made in the plant or place of business of a contractor or subcontractor, such contractor or subcontractor shall provide without charge all reasonable facilities and assistance for the safety and convenience of the person performing the inspection or testing.
- 10.5 Time of Testing or Inspection. Inspection or testing of supplies and Services performed at the plant or place of business of any contractor or subcontractor shall be performed at reasonable times during normal business hours.
- 10.6 Inspection of Construction Projects. Onsite inspection of construction shall be performed in accordance with the provisions of the contract.

11. Eugene Rule 137-046-0500(4) Termination in the Public Interest.

- 11.1 Termination Provisions. The City may terminate the contract for any reason considered by the City to be in the public interest. Reasons for termination in the public interest include but are not limited to:
- (a) The contractor cannot complete the work for reasons beyond the control of either the contractor or the City;
 - (b) Necessary materials are not available;
 - (c) A lack of funds;
 - (d) A phenomenon of nature of catastrophic proportions or intensity;
 - (e) Executive orders of the President related to national defense;
 - (f) Congressional or state acts related to funding or changes in applicable laws; or
 - (g) The presence of other circumstances or conditions such that it is impracticable within a reasonable time to complete the work.
- 11.2 Payment When Contract Is Terminated. When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual items of work completed under the contract, or by mutual agreement, for items of work partially completed. No claim for loss of anticipated profits will be allowed.
- 11.3 Payment for Construction Services. The City may provide in a contract for construction services, detailed provisions under which the contractor shall be entitled, as a matter of right, to compensation upon termination of the contract on account of any reason considered to be in the public interest.

12. Eugene Rule 137-046-0500(8) Governing Law; Jurisdiction

- 12.1 Governing Law. This contract shall be governed, construed, and enforced in accordance with the laws of the state of Oregon, unless otherwise approved by the City Attorney or designee.
- 12.2 Jurisdiction. Contractor agrees and consents to the exclusive jurisdiction of the courts of the state of Oregon for all purposes regarding the contract and further agrees and consents that venue of any action brought under the contract shall be exclusively in Lane County, Oregon, unless otherwise approved by the City Attorney or designee.

13. ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318 and Chapter 539 Oregon Laws 2015 (SB 675) Compliance with Tax Laws. 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.

Exhibit B

Scope of Services

1) Overview

Contractor will facilitate the use of a lottery-selected Review Panel by the City of Eugene in 2020-2021, as part of the Middle Housing Code Amendments Project – the City’s strategy to comply with zoning code mandates in HB 2001.

The Panel’s work would occur in two parts:

- Part 1 – Fall 2020
 - Guiding question: What principles should guide code and policy changes that the City of Eugene needs to make in order to comply with HB 2001?
 - Goal: To set principles and equity-based decision-making criteria related to HB 2001 compliance.
- Part 2 – Spring 2021
 - Guiding question: How well do proposed policy and code changes support the established principles?
 - Goal: To evaluate policy changes and code language proposed by staff and consultants, then draft final recommendations for consideration by the Planning Commission and City Council.

To answer these two substantial questions, the Panel would rely on the lived experience of its members, information presented by a diverse array of stakeholders and experts, other public engagement inputs (e.g., surveys), and detailed work with technical staff.

This Review Panel would build on the work of [Envision Eugene](#) and the [Housing Tools & Strategies Working Group](#). Its design also follows the best practices detailed in the Climate Action Plan Equity Panel’s [final report](#) (see pg. 15), including those related to universal accessibility, maximizing deliberative time, independent facilitation, evaluation, and valuing Panelists’ expertise.

Contractor suggests general principles and procedures for the process, a basic timeline and budget, divisions of responsibility and decision-making, and deliverables.

2) Principles

The following are basic principles common to most lottery-based deliberative Panels, including Healthy Democracy’s Review Panels.

Please see Appendix A for details on the key differences between Review Panels and typical community advisory committees.

- **A paradigm of Panelists-on-the-dais**, not in the audience.
 - Think of Review Panels as fact-finding commissions, task forces, or advisory boards – just not focus groups.
- **A direct path to decision-makers** – real influence over public policy.
- **An emphasis on collaborative decision-making.**
 - Working toward shared solutions, without forcing consensus.
- **Accountable and transparent governance** over the process.

- A Steering Committee makes key high-level decisions, not staff alone, and includes diverse stakeholders, process staff, and Panelists themselves.
- **Independence from outside political interference.**
 - Everyone involved agrees to certain guidelines to prevent undue political manipulation in the Review Panel’s work – this includes guidelines for Panelists, City staff, City electeds, process staff (i.e., Healthy Democracy), presenting experts, public observers, media, and others. Standard guidelines are available from HD upon request and are open to local variation.
- **Random and representative selection** of Panelists.
 - Randomly selected from the general public, but
 - Representative on a number of demographic and political factors.
- **A substantial information-gathering phase**, including:
 - Materials provided by the City.
 - Information presented by experts and stakeholders selected by the Steering Committee.
 - Information presented by experts and stakeholders selected by the Review Panel itself.
 - Other public input, including online engagement and surveying.
- **A structured, in-depth deliberation phase.**
 - Designed by professional process designers and based on research.
 - Moderated by professional, trained moderators.
- **An actionable final report** of prioritized recommendations.
 - Written by the Panelists themselves, with no writing or editing by staff.
 - From the full Panel but with room for minority opinions and individual voices.
- **Third-party evaluation** of process design and execution.

3) Procedures

Work of the Review Panel

The work of the Review Panel is divided into two parts. The following are basic procedures we propose for this specific Review Panel:

1. Develop guiding principles that will inform the project team’s work in drafting policy and code changes.
2. Evaluate drafts of policy and code changes based on their adherence to those guiding principles.

These two parts will happen a number of months apart, to allow time for the project team to write draft policy and code language.

Members of this uniquely diverse Review Panel will bring a wide range of life experience to both the formulation of principles and the evaluation of draft policy and code. The inherent expertise of the panel, as residents from all walks of life and all corners of the city, will be its most significant asset. But the Panel will also draw on background documents, stakeholder and expert information, and public input to further inform its work.

The Panel will begin its work online and may or may not move to in-person meetings later in its process. As noted in the Timeline section below, we have developed two scenarios for the project – dependent on COVID-19 risk through 2020-21. See the later sections of this document for details on the Panel's timeline, stipend, and deliverables.

Selection of the Review Panel

We propose the following selection method for this Panel, to be conducted by Healthy Democracy (HD). Except where noted, these are HD's standard selection methods – and common across most practitioners in the field.

1. **Send a 5,000-piece mailing to randomly selected residential addresses** in the City of Eugene and unincorporated land within its UGB (supplied by the City's GIS staff).
 - a. Send a reminder, if necessary – to all addresses or to a randomly selected subset.
 - b. For US-based projects, we typically receive a 2–3% response rate to mailings.
2. Depending on gaps in respondent demographics, **conduct additional targeted outreach**.
 - a. If the response rate is at least 2.5%, we do not expect this to be necessary.
 - b. We will still only accept respondents who live at the 5,000 randomly selected addresses.
3. **Compile demographic targets** for the Panel, based on Census and other data. See Appendix B for further information.
4. **Conduct a public Selection Event**, where a second random selection process is done from among the collected respondents.
 - a. This event typically also includes a presentation from City and process staff on the project and serves as the press-friendly kickoff of the Review Panel.
 - b. This second selection is done on-screen and in real-time using open-source software developed by a fellow deliberative democracy NGO in the UK.
 - c. All personal Panelist data is kept fully anonymous during this event. (In general, all personal data is kept private in perpetuity by HD, except for first names and last initials used during the Review, or by specific written permission from Panelists.)
5. **Respondents are notified** within 1–2 days.
 - a. Those selected receive further instructions related to their involvement. Those not selected receive other information about how they can stay involved.
 - b. HD's Operations Manager is in personal contact with each Panelist several times before the Review begins, to attend to individual needs and questions.

Process Staff

Healthy Democracy (HD) will act as project manager, Panelist selector, Panelist logistics coordinator, and lead process designer, and Carrie Bennett, subcontractor of HD, will act as process design advisor.

What both parties bring to the project:

- Carrie Bennett brings 6 years of process facilitation and mediation experience, including recent past experience facilitating processes with the City of Eugene. She previously worked with HD in 2014 and is familiar with HD's flagship process, the Citizens' Initiative Review, and the unique moderation challenges of these events.
- Healthy Democracy brings 12 years of process design and coordination experience (4 years under current program staff). Based in Portland, Oregon, it is a leading international deliberative democracy lab. In addition to management, Panelist selection, and process design, HD will offer logistical and marketing support to the City throughout the project.

City Staff

We propose that City staff work with process staff on the following tasks:

- Coordinate with process staff on access to City materials and experts.
- Coordinate technical policy experts as part of the feedback-loop process.
- Work with HD and Carrie on all project- and process-design questions in advance of the formation of the Steering Committee.
- Work with HD to provide logistical support for the Panel (e.g., venue, catering, technology).
- Work with process staff to coordinate the Panel's activities within the larger HB 2001 compliance project.
- Communicate regularly and openly about project details and challenges.

Steering Committee

We propose that a Steering Committee be convened in advance of the Panel's first session. The Steering Committee serves several purposes:

- Providing oversight of the overall process structure and fairness – not related to the content of the Panel's work, but of the process itself,
- Elevate and amplify the public stature of the Review Panel,
- Represent a tangible buy-in in the process from key interest groups,
- Make several key decisions, so as to remove liability for these decisions from either City or process staff – and remove the possibility of conscious or unconscious bias on the part of staff, and
- Act as a court-of-last-resort for complaints against the process or staff.

For more details about the Steering Committee's proposed role, tasks, composition, procedures, and sequence of meetings, please see Appendix C.

Independence of Process

To maintain the integrity of the process, we believe it is important that process and content are independent of each other. This is for the sake of reducing both actual and perceived bias and improving overall public credibility. In practical terms, this means:

- Process staff design and deliver a process that is content-agnostic, under oversight from the Steering Committee, while

- City staff consult on process design but do not hold final process decision-making power, since they must also coordinate content-specific technical inputs.

Fully third-party (i.e., not paid from the project budget) academic evaluators will provide an additional layer of projection to the project's credibility.

More details on our proposed Divisions of Responsibility and Division of Accountability are detailed later in this document.

4) Process Outline & Timeline

The following represents an adjusted scope (vs. the Project Proposal), given a \$50,000 budget. In short, Phase 4 (the second feedback loop for policy revisions) is removed in this potential case, two hours is added to Phase 3, and four hours is removed from Phase 2. All other tasks and durations are the same as originally proposed.

Preparations (Aug.–Sept. 2020)

- Establish roles, overall project design, and sign contracts.
- Design deliberative process, consulting City and local partners.
- Select Steering Committee, to include project staff, politically diverse stakeholders, process experts, and (later) Panelists.
 - Committee reviews process design, selects initial stakeholders and experts, and oversees Panel selection.
- Begin marketing campaign around the project.
 - Opportunity to hold an online kick-off press event or open house.
- Carry out Panelist selection process.
- Establish independent, third-party evaluators.

Part 1 (Fall 2020)

- *Phase 1: Introduction & Initial Background* (~10 hours of Panelist work)
 - Intro to the process and deep dive on the topic at hand – from City staff, briefing documents, and initial experts selected by the Steering Committee.
 - Analysis of background information, with an eye toward future principles.
 - Selection of future stakeholders and experts, through a collaborative process.
- *Phase 2: Expert Presentations & Principles* (~12 hours)
 - Selected stakeholders and experts appear before the Panel.
 - Iterative group brainstorming, deliberation, and prioritization to establish principles to guide policy and code revisions.

Staff Work (Winter 2020-21)

- Staff use principles to draft initial policy and code concepts.

Part 2 (Spring 2021)

- *Phase 3: Additional Information & Initial Policy and Code Concepts* (~8 hours)
 - City technical staff present initial policy and code concepts to the Panel.
 - Panel deliberates on concepts' adherence to principles and works with staff.
- Panel presents its final report to decision makers.

- Report contains principles, policy evaluation, and rationales, all written by Panelists and unedited by staff.
- Report also contains an explanation of the process, written by Healthy Democracy and City staff.

Follow-Up

- Panelist representatives attend future Planning Commission and Council meetings where recommendations are discussed and report back to fellow Panelists.
- Decision makers provide an official written response to the final report.
- Independent evaluators issue a report on the process.

5) Division of Responsibility

This represents the proposed division of work between the three project partners. As with the rest of this document, this is a proposal only – subject to discussion among all parties.

Prep

- | City of Eugene | Healthy Democracy | Carrie Bennett |
|---|--|---|
| <ul style="list-style-type: none"> ● Lead on all political concerns & relationships with others in the City. ● Work with HD to select Steering Committee. ● Draft briefing materials for the Panel. ● Coordinate with technical experts to prepare them for their role in the Panel. ● Lead on coordinating stakeholders & experts - following requests from Steering Cmte. (initially) & Panel itself (later). Most work on this will be done by Expert Selection subcontractors (at an academic institute), but City staff may need to assist as well, particularly in sourcing stakeholder presenters. City will coordinate logistics for all expert and stakeholder appearances. | <ul style="list-style-type: none"> ● Lead on project management (specifically for the Review Panel) - of course, project management for the larger HB 2001 project rests with the City. ● Work with City to select Steering Cmte. ● Lead on process design, in close consultation with Carrie & other advisors. ● Recruit & train all assistant moderators & other support staff. ● Find & orient third-party evaluators. ● Orient all experts in advance of their appearance. | <ul style="list-style-type: none"> ● Consult on process design, with HD. |

Logistics	<ul style="list-style-type: none"> ● If online: possibly assist with IT support. ● If in-person: assist with venue & other on-the-ground support. 	<ul style="list-style-type: none"> ● Lead on logistics, for both Steering Cmte. & Review Panel itself. ● Deliver all aspects of Panelist selection. ● Deliver all aspects of Panelist care. ● Lead on technical concerns (both hardware & software), with assistance from City when possible. 	<ul style="list-style-type: none"> ● None.
Process	<ul style="list-style-type: none"> ● Act as liaison with staff presenters, technical staff & other City staff. ● Act as liaison with political officials. 	<ul style="list-style-type: none"> ● Lead process team & act as primary representative of process design (in Process Advisor role). ● Act as liaison with non-City stakeholder & expert presenters. 	<ul style="list-style-type: none"> ● Advise HD staff on moderation and process questions throughout the process.
Public Relations	<ul style="list-style-type: none"> ● Possibly: City PIOs lead on public relations, before, during, and after process. 	<ul style="list-style-type: none"> ● Possibly: HD Marketing Manager leads on PR, with support from City PIOs. 	<ul style="list-style-type: none"> ● None.

Follow-Up	<ul style="list-style-type: none"> ● Co-lead follow-up with Panelists after the end of the Review from the political side, including updating the Panel on the response to its recommendations and opportunities for further engagement. ● Receive and publish report from third-party evaluators. 	<ul style="list-style-type: none"> ● Lead process staff debrief. ● Co-lead follow-up with Panelists from the Panelist side, including helping to coordinate Panelist attendance at future Council meetings. ● Receive and publish report from third-party evaluators. 	<ul style="list-style-type: none"> ● None.
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6) Division of Accountability

This represents the proposed division of final decision-making authority among the three parties above, as well as the Steering Committee.

Before project launch, all project design decisions (i.e., this document and future MoU) would be the shared work of the City, HD, and Carrie Bennett. After project launch, final decision-making authority would divide as follows:

City of Eugene

- Decisions related to initial briefing documents for the Panel, other informational inputs to the Panel (e.g., survey data), and technical staff engaged in feedback loops with the Panel. This does not restrict the Panel’s ability to introduce its own documentation at designated times during the process; it only applies to initial briefing docs.
- Minor and/or urgent content decisions during the Review Panel, in consultation with process staff and according to the high-level guidance of the Steering Committee and the Review Panel.

Healthy Democracy

- Decisions related to Panelist selection methodology, with general approval from Steering Committee.
- Minor logistics-related decisions related to the process.
- Minor and/or urgent process decisions during the Review Panel.
- Moderation-related process decisions, including adding or removing an assistant moderator or adjusting moderation methods (within the basic Principles in this document).

Steering Committee

- Certain major content and process decisions. Note that representatives of both the City and the process team would sit on the Steering Committee as members, but would also be subject to its decisions, as described in the Procedures section above. The Committee would hold decision-making power over certain high-level aspects of design and content only, to be specifically delineated in advance.

- Minor and/or urgent process-related decisions would be delegated to HD.
- Minor and/or urgent content-related decisions would be delegated to City staff.
- Court-of-last-resort for Panelist or public disputes with the process, as described in the Procedures section above.

8) Deliverables

1. Press Release Opportunities, depending on media strategy and in collaboration with City PIOs; possible at the following time points:
 - a. On announcement of the Review Panel, including notes about the Steering Committee, mailing, and Selection Event.
 - b. Reminder before Selection Event, with details on how to view it publicly.
 - c. On the result of the Selection Event, with the Panelist Selection Report, a reminder of the Panel's details, and how to view it publicly.
 - d. After Phases 1 & 2 of the Panel, including possibly announcing its work to that point (item 3a below).
 - e. Before Phase 3, with a reminder on how to view it publicly.
 - f. Before Phase 4, with a reminder on how to view it publicly.
 - g. On the conclusion of the Panel's work, including its Final Recommendations (items 3a-c below) and HD's Explanation of the Process (item 4 below).
2. Panelist Selection Report, written by HD, to include:
 - a. Description of the Panelist selection methodology,
 - b. Demographic targets,
 - c. Demographic profile of the selected Panel, and
 - d. Demographic profile of alternates.
3. Panel Recommendations, written exclusively by Panelists, with no editing from City, HD, or other staff, to include:
 - a. After Phase 2: Principles to guide the project team in drafting policy and code changes.
(Sorted by level of support; those with supermajority support are highlighted.)
 - b. After Phase 4: Final recommendations on policy and code language, after having reviewed the planning staff's second draft of changes during Phase 4.
(Sorted as above.)
 - c. After Phase 4: Process recommendations, or other auxiliary recommendations.
(Sorted as above.)
4. Explanation of the Process, written by HD and approved by the Panel.

Appendix A: How Is This Different Than a Typical Community Advisory Committee?

Although lottery-selected Panels act in the role of a public advisory committee, their principles and practices differ from standard advisory committees in a number of key ways:

- Panelists are selected by democratic lottery – a stratified random sample of Eugene residents aged 16+, a microcosm of the city in one room. Because lottery-selected Panels are composed of residents who are typically not otherwise involved in City politics, they are capable of more deliberative arbitration of fraught political topics.
- Stakeholders and interest groups are not absent from the process, but they do not sit on the committee itself. Rather, they participate in the process in two ways:
 - A politically diverse selection of stakeholders sit on the Steering Committee that oversees the process and guarantees its fairness and quality, and
 - A wide array of stakeholders present to the Panel during the process.
- Although it only offers recommendations, the Review Panel is treated more like a council, commission, or other decision-making body than a typical advisory committee. Staff serve the Panel in supportive, rather than directive, roles. This paradigm shift is reflected in process design, moderation style, and budget, with typically around 1/3 of project funds being paid directly to Panelists.
- The Panel gathers an unusually wide range of evidence. In addition to stakeholders, the Panel hears from staff and non-staff expert presenters, has ample time to review documents and question all presenters, and may call its own presenters. It may also receive other public engagement inputs – including survey data, listening sessions, walking tours, etc. – or hold open public workshops.
- The Panel engages in lengthy deliberations around basic values and principles, before delving into any policy solutions. These discussions seek mutual understanding and shared goals, but they do not force consensus. As with the rest of the Review, they are professionally moderated and follow a detailed process design established in advance, while remaining flexible to the Panel's needs.
- The Panel engages in multiple in-depth feedback loops with technical staff, to review proposed policies in detail and work with staff to apply its principles.
- The Panel's output is therefore substantial, including both:
 - Criteria on which it believes any decision should rest, and
 - Detailed, approval-ready policy proposals (or a review of existing proposals).
- In order to accomplish these significant tasks, Review Panels are highly efficient public processes, while remaining comfortable, supportive, and collaborative environments for Panelists.
- Since randomly selected Panels include folks from many walks of life, universal accessibility is emphasized. Panelists are paid a stipend and reimbursed for transportation, childcare, and eldercare. Both the in-room process and out-of-room logistics seek to accommodate Panelists' specific needs, providing support services such as translation and assistive technology and adapting to differential learning styles. In online processes, transportation and child/eldercare reimbursements are replaced by technology and hot-spot internet access, as needed.

Appendix B: More About Demographic Targets

Healthy Democracy uses seven standard demographic categories and a standardized methodology. There may be legitimacy-related value to using standard categories and methodology, but there may also be specific needs for local variation. The following are political decisions about the target demographics that should be made by the convening City, in consultation with HD:

- Choosing demographic categories.
- Choosing subcategories within those categories.
- Selecting a population to sample (e.g., residents above a certain age, legal residents above a certain age, or only registered voters).
- Deciding on other details of the selection methodology.

Our standard seven categories are:

- Age (in 7 age ranges)
- Gender (in 3 subcategories)
- Race & Ethnicity (in 6 subcategories)
- Location of Residence (in 5–7 subcategories, usually by clustering neighborhoods)
- Party Registration (or “not registered”) (in 4 subcategories)
- Educational Attainment (in 4 subcategories)
- Renter/Homeowner Status

An eighth category, such as Disability Status, is also possible and open to further discussion.

We typically use the most recent Census estimates (typically 3-year ACS) as the basis for all categories except Party Registration and Political Engagement (if used). For this review, City staff have requested that we use K-12 demographic data for as many categories as possible, both to increase the racial/ethnic diversity of the Panel and to more accurately reflect the demographic profile of the future city for which the Panel will plan. The categories for which we would substitute K-12 data would be: Gender, Race & Ethnicity, Location of Residence, and Renter/Homeowner Status.

Additional documentation on HD’s standard selection methods and targets is available upon request.

Appendix C: Steering Committee Details

Principle tasks of the Steering Committee include:

- Oversee and verify Panelist selection, conducted by Healthy Democracy,
- Select initial experts presenting to the Panel during Phase 1 of the process (see outline below), with advice from City staff and outside academic expert selection-support subcontractor,
- Approve of high-level process outline – or work with staff to amend process to reach approval,
- Monitor and approve any high-level changes to the process, as it moves forward,
- Be a visible cheerleader of the process – not of any particular potential results, but of the process itself; work with City PIOs or other marketing staff, as appropriate, and
- Arbitrate any complaints filed by Panelists or others against the process or process staff.

Proposed composition of the Steering Committee:

- 1 City Councilor
- 2 Planning Commission Members
- 4 key stakeholders, drawn from a wide spectrum on the issue at hand (with 1 being a member of a prior advisory group – likely the Housing Tools & Strategies WG)
- 1 process staff member (HD Process Lead)
- 2 City staff members
- 2 Panelists from this Review Panel (after being selected)

Steering Committee procedures:

- Committee selection and management is a shared responsibility of City staff and Healthy Democracy.
- Committee is moderated by one of the process' moderators, on a rotating basis, and these duties are included in each moderator's contract. (This serves the dual function of introducing the Committee to the moderators.)
- All key decisions require super-majority support from the Committee, following the decision-making philosophy of the Review Panel itself: "aim for consensus, but don't force it."

Sequence of meetings (each limited to 60 minutes):

- Prior to the Review:
 - Meeting 1: Introduction to process, and approve process plan.
 - Meeting 2: Oversee Panelist selection, and identify opportunities to amplify the stature of the Review, with marketing staff.
 - Meeting 3: Approve any substantial changes to process plan, and begin discussion of initial stakeholders and experts.
 - Meeting 4: Continue discussion, and decide on initial experts.
- During the Review:
 - Meeting 5: Introduce new Panelist members of the Committee, and approve any substantial process changes.
 - Meetings 6-8: Short check-ins with the Committee, unless there are any process changes, complaints, or other business to attend to.
- After the Review:
 - Meeting 9: One final check-in to resolve any final business, receive an initial report from third-party evaluators, and debrief the Review.

Exhibit C

Compensation Schedule

Compensation Base

Total compensation for the services described in Exhibit B, Scope of Services, is not-to-exceed \$50,000.

The following budget is based on the Project Proposal's budget for a fully-online, 30-person Panel spending 40 hours together – however it has been cut down to only 30-hours (among other adjustments) to fit within the \$50,000 portion of the budget being paid by the City to Healthy Democracy:

Panelist Expenses	\$15,150
Panelist Stipends (30 hrs. @ \$16/hr. x 30 Panelists)	\$14,400
Alternate Panelist Compensation (\$50 x 10 alternates)	\$500
Add'l. Stipends for Panelists on Steering Cmte. (8 hrs. @ \$16/hr. x 2 Panelists)	\$250
Panelist Recruitment	\$5,000
5,000-Unit Initial Mailing (@ ~\$0.50/unit)	\$2,500
5,000-Unit Follow-Up Mailing (@ ~\$0.50/unit)	\$2,500
Staff Expenses	\$26,600
Process Design & Project Management (250 hrs. @ \$40/hr.)	\$10,000
Logistics Management (150 hrs. @ \$40/hr.)	\$6,000
Process Advice (Carrie Bennett) (5 hrs. @ \$100/hr.)	\$500
Assistant Moderators (43 hrs. @ \$40/hr. x 5 moderators)	\$8,600
Tech Support (30 hrs. @ \$40/hr.)	\$1,200
Public Relations Support (to City PIOs) (25 hrs. @ \$40/hr.)	\$1,000
Expert Selection Support	\$1,000
Materials	\$1,600
Online Services & Hardware	\$1,200
Physical Materials (includes mailings to Panelists)	\$400
Total	\$50,000

Invoices

Contractor to send invoices by mail or email (preferred) to the following:

City of Eugene
PO Box 11110
Eugene, OR 97440
AP@ci.eugene.or.us

Upon execution of the Agreement by both parties, City will provide Contractor with a Purchase Order number. Contractor must include the Purchase Order number on all submitted invoices.