PUBLIC NOTICE:

Home Forward
BOARD OF COMMISSIONERS
will meet on
Tuesday, July 21, 2026
At 5:30 pm
Via Teams Webinar

Microsoft Teams
https://events.gcc.teams.microsoft.com/event/959209ef-2bb0-4817-85c4-3a96ae5d8ca4@6b67b033-974d-4ab4-84e2-cc1717834b09

Dial in by phone
(866) 318-6504,,78988707# United States (Toll-free)
(866) 318-6505,,78988707# United States (Toll-free)

MEMORANDUM

To:	Community Partners	Date:	July 14, 2026
From:	Celia Strauss, Executive Assistant	Subject:	Home Forward Board of Commissioners July Meeting

The Board of Commissioners of Home Forward will meet on Tuesday, July 21 at 5:30 PM virtually using the Teams webinar platform. The meeting will be accessible to the public via phone and electronic device.

If you would like to provide public testimony or view the meeting, please use this link or the call in information. You will need to register prior to 5:00 PM on Tuesday, July 21 to provide public comments.

The commission meeting is open to the public.

Microsoft Teams

https://events.gcc.teams.microsoft.com/event/959209ef-2bb0-4817-85c4-3a96ae5d8ca4@6b67b033-974d-4ab4-84e2-cc1717834b09

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AGENDA

BOARD OF COMMISSIONERS MEETING

HOME FORWARD
135 SW ASH STREET
PORTLAND, OREGON
VIA TEAMS WEBINAR
https://events.gcc.teams.microsoft.com/event/959209ef-2bb0-4817-85c4-3a96ae5d8ca4@6b67b033-974d-4ab4-84e2-cc1717834b09
JULY 21, 2026 – 5:30 PM

AGENDA

INTRODUCTION AND WELCOME

PUBLIC COMMENT
General comments not pertaining to specific resolutions. Any public comment regarding a specific resolution will be heard when the resolution is considered.

MEETING MINUTES

Topic
Minutes of June 16, 2026 Board of Commissioners Virtual Meeting

MISSION MOMENT

Topic	Presenter
Steve Rudman Scholarship Fund Recipients	Shaun Cox

REPORTS AND RESOLUTIONS

Following Reports and Resolutions:

26-07	Topic	Presenter/POC	Phone #
01	Authorize Central City Concern Contract for Supportive Services	Ian Slingerland	503.802.8370

02	Authorize Amended Contractual Agreement for the Provision of Garbage and Recycling Pickup, Hauling and Dumping	Elise Anderson Robert Hellman Shawnte Sims	503.280.3742 503.280.3716 503.280.3721
03	Authorize an Amendment to Home Forward Public Contracting Rules and Procedures Manual	Angelica Jackson Juhi Aggarwal	503.802.8541 503.802.8590
04	Authorize the Amendment of the Home Forward Restated Bylaws	Juhi Aggarwal	503.802.8590
REPORT	Organizational Assessment Update	Michael Buonocore	503.802.8423

THE NEXT MEETING OF THE BOARD OF COMMISSIONERS

The next Board of Commissioners meeting is on Tuesday, August 25, 2026 at 5:30 PM. The next Board Work Session is Thursday, August 6, 2026 at Noon.

EXECUTIVE SESSION

The Board of Commissioners of Home Forward may meet in Executive Session pursuant to ORS 192.660(2). Only representatives of the news media and designated staff are allowed to attend. News media and all other attendees are specifically directed not to disclose information that is the subject of the session. No final decision will be made in the session.

ADJOURN

MINUTES

BOARD OF COMMISSIONERS MONTHLY MEETING
HOME FORWARD
HELD VIRTUALLY
135 SW Ash Street Portland, OR 97204
June 16, 2026

COMMISSIONERS PRESENT

Chair Matthew Gebhardt, Vice President Jenny Kim, Treasurer Jessy Ledesma, Commissioners Cathy Keathley, Breann Preston

STAFF PRESENT

Rylee Ahnen, Elise Anderson, April Berg, Michael Bonocoure, Rose Cottrill, Ian Davie, Christina Dirks, Carolina Gomez, Alexa Graham, Jennifer McMillian, Kitty Miller, Jimmy Rattanasouk, Brian Rutzen, Kandy Sage, Shannon Schmidt, Kellie Shaw, Ian Slingerland, Celia Strauss, Jonathan Trutt, Linda Uppinghouse, Terren Wing. There were also employees that joined the meeting to listen.

LEGAL COUNSEL

Sarah Stauffer Curtiss

Chair Matthew Gebhardt convened the meeting of the Board of Commissioners at 5:31 PM.

PUBLIC COMMENTS

Cathy Millis, resident at Dahlke Manor reported the property is stable and expressed appreciation for their property manager. They had their first resident meeting inspiring activities to get moving. Millis said with the food program no longer on site, the kitchen has been off limits to the residents. She thanked the board for welcoming her at the recent work session and for all the good work they are doing. Chair Matthew Gebhardt thanked Millis for her updates and said that we are happy when she can join the board meetings.

Medallion tenant reported on drug activity at the property that continues to escalate. Associated with these activities throughout the property and surrounding areas, they have experienced physical assault. Management and police have been involved but no exclusions were given. They have called on the mayor to expose the situation and the need to look at eviction policies. Residents deserve better.

Chair Gebhardt apologized for the situation and appreciation for sharing their story. This is not acceptable and thanked them for raising the issue and concern for a review of our policy.

Jennifer McMillian, Home Forward employee and AFSCME President opened saying when employees feel heard, they develop a great sense of ownership, engagement and commitment to their work. She highlighted the representation of the AFSCME bargaining unit. McMillian joined the meeting to ask that the board consider employees when electing board officers. This talks about communication between the agency leadership, board and employees. The recent meeting McMillian and AFSCME representatives had meeting with Chair Gebhardt provided insightful and productive conversation. She would like to move beyond past communication practices and improve communication at upcoming board meetings that can engage employees and increase recognition for their value to the agency. Meaningful dialogue and collaboration are key. As new officers are elected, please consider those leaders will be committed to open communication and ongoing conversations with employees and their union representatives.

Chair Gebhardt thanked McMillian for her comments. He agreed the recent conversation was productive, welcomed the call for better communication and a quarterly check-ins with our union partners.

Alexa Graham, Rent Assistance Coordinator, is a ten-year employee. She addressed the board with concerns about the long-term operational health of the agency and the population we serve. As frontline staff are asked to navigate the budget deficit with daily activities there is a need for transparency at the top. This calls for rigorous oversight to ensure resources are prioritized.

Chair Gebhardt appreciated the call for communication, building trust along with relationship building and holding leadership accountable. He thanked Graham for the remarks and hoped she would attend future meetings.

MEETING MINUTES

Minutes of the May 19, 2026 Board of Commissioners Virtual Meeting and
Minutes of the May 27, 2026 Board of Commissioners Work Session

Chair Matthew Gebhardt requested a motion authorizing approval of the minutes for the May 19, 2026 Board of Commissioners Virtual Meeting and May 27, 2026 Board of Commissioners Work Session.

There being no discussion, Commissioner Cathy Keathley moved to approve the meeting minutes. Vice Chair Jenny Kim seconded the motion.

The vote was as follows:

Chair Matthew Gebhardt—Aye
Vice Chair Jenny Kim—Aye
Treasurer Jessy Ledesma—Aye
Commissioner Cathy Keathley—Aye
Commissioner Breann Preston—Abstained

BOARD OF COMMISSIONERS COMMITTEE REPORT

Board Chair Matthew Gebhardt reported that Home Forward's Board of Commissioners has a slate of officers that guides our work. The standing officers are Chair, Vice Chair, Treasurer, and Chair Emeritus. Officer positions are selected for a term that covers the full calendar year. The Executive Committee acts as the nominating committee that recommends officers each year. The full board votes to move forward the proposed slate.

Generally, this process occurs in October every year. This year, due to my upcoming professional travel that will take me out of the country for the rest of the summer, the nominating committee met in June. Today we are presenting a new slate of officers for the remainder of the year.

Effective Monday, June 22, 2026, the proposed officers are Jenny Kim, Chair; Cathleen Keathley, Vice Chair; Jessy Ledesma, Treasurer and Matthew Gebhardt, Chair Emeritus.

After my return from professional travel, effective Monday, September 1, the proposed officers are Jenny Kim, Chair; Cathleen Keathley, Vice Chair; Matthew Gebhardt, Treasurer and Chair Emeritus.

There being no discussion, Commissioner Breann Preston moved to approve the slate of officers. Treasurer Jessy Ledesma seconded the motion.

The vote was as follows:

Chair Matthew Gebhardt—Aye

Vice Chair Jenny Kim—Aye
Treasurer Jessy Ledesma—Aye
Commissioner Cathy Keathley—Aye
Commissioner Breann Preston—Aye

Treasurer Jessy Ledesma expressed gratitude for the board's leadership and the amazing opportunity. Chair Matthew Gebhardt shared appreciation for the strong qualified individuals filling these roles.

RESOLUTIONS

Resolution 26-06-01 Authorize Acceptance of Fiscal Year 2025 Audit Report

Linda Uppinghouse, Controller introduced the resolution and Justin Measley, CLA CPA and Principal. Measley walked through his presentation beginning with an overview of the agenda and noting the CLA engagement team. He reviewed the audit scope that included a report on Home Forward's financial statements; single-audit reports; an independent auditors' report; required governance communication letter and submission to the federal audit clearinghouse and REAC.

Looking at the audit process Measley noted it is a risk-based approach culminating in a single audit reviewing internal controls, revenue recognition, significant estimates plus debt and covenants. Measley highlighted new and significant activity in FY2025 noting a decrease in current liabilities due to a decrease in the current portion of bonds payable; an increase in subsidies/grants and related housing assistance payments; new discretely presented component units for Civic Station Limited Partnership and Peaceful Villa Limited Partnership.

FY2025 audit opinions included financial statement audit opinion unmodified and federal awards audit opinion unmodified for all programs. These opinions resulted in the draft audit results for the financial statement no material weaknesses nor significant deficiencies noted. The federal awards include Moving to Work and Medicaid. There were no material weaknesses nor significant deficiencies. They were comfortable with a review of significant estimates concluding there were immaterial audit adjustments and no uncorrected misstatements. Measley reviewed the governance communications noting the auditor's responsibility, no significant difficulties nor disagreements with management. With upcoming changes to the GASB standards, there will be a heavier lift and reviewed the impacts effective June 30, 2026.

Treasurer Jessy Ledesma thanked the accounting and CLA teams, congratulating them on no findings, adding that is a big deal. Ledesma asked for an opportunity to see the GASB 103 reports side by side to better understand the changes. Vice Chair Kim agrees with the suggestion as we better understand what is above and below the line.

Chair Matthew Gebhardt appreciated the heavy lift and incredible work that went into a no findings result. This is a testament to the good work being done. In response to Chair Gebhardt's question, items raised at the Audit & Finance Committee meeting were incorporated in the presentation.

Justin Measley expressed his gratefulness to the Home Forward team and timely responses. Controller Linda Uppinghouse noted the audit report will be finalized by months end and will be updated on our website and shared with our partners and lenders.

There being no further discussion, Chair Matthew Gebhardt requested a motion to approve Resolution 26-06-01. Vice Chair Jenny Kim moved to adopt Resolution 26-06-01. Treasurer Jessy Ledesma seconded the motion.

The vote was as follows:

Chair Matthew Gebhardt—Aye
Vice Chair Jenny Kim—Aye
Treasurer Jessy Ledesma—Aye
Commissioner Cathy Keathley—Aye
Commissioner Breann Preston—Aye

RESOLUTION 26-06-02 Naming Recommendation for Peaceful Villa Redevelopment

April Berg, Assistant Development Director presented the resolution asking for authorization to rename the property to Meadowlark Place. Berg described the property redevelopment, the partnership for on-site resident services with Immigrant and Refugee Community Organization (IRCO) and design and energy efficiency strategies.

Our naming policy criteria include names that may be associated with the geographical location of the property or reflect a natural or historical feature. Berg explained the committee's process and focus on nature culminating in 21 names and narrowing to seven. She highlighted the work of researcher Yaejoon Kwon and the inclusion of the residents and neighbors in voting on the name, noting the Meadowlark is the Oregon State Bird. Berg described how the design prioritized existing trees, garden beds and an array of community-centered green spaces. The artwork planned for the interior is inspired by nature and will include one of the trees removed from the site repurposed into art.

Vice Chair Jenny Kim served on the committee. Berg thanked Kim for being part of the committee and called out Brian Rousseau's efforts leading the team. Kim said through the long process she appreciated the guidance and the committee for their thoughtful, inclusive and fun process. Adding the Meadowlark represents resilience and their migratory ways fit with the environment. Chair Matthew Gebhardt said it is a beautiful name. He welcomes the opportunity to highlight the unit mix and our partnership and elevating the importance of access to nature and what the name evokes. In closing, Berg said the READ committee reviewed the resolution.

There being no further discussion, Chair Matthew Gebhardt requested a motion to approve Resolution 26-06-02. Vice Chair Jenny Kim moved to adopt Resolution 26-06-02. Commissioner Cathy Keathley seconded the motion.

The vote was as follows:

Chair Matthew Gebhardt—Aye
Vice Chair Jenny Kim—Aye
Treasurer Jessy Ledesma—Aye
Commissioner Cathy Keathley—Aye
Commissioner Breann Preston—Aye

RESOLUTION 26-06-03 Authorize Property Sale of Mi Casa Group Home

Chief Operating Officer Ian Davie presented the resolution on behalf of Asset Management Director Juli Garvey. Mi Casa Group Home is a property located in the Rockwood neighborhood. In line with our strategic priorities, recognizing the challenges with a small property, lack of development opportunities and ensuring significant reserves we have decided to sell the property. Davie touched on the challenges facing the property and the timing to sell. The property was listed in April 2026 and is under contract with the inspection period underway. Depending on findings we may need to make a reasonable price concession prior to closing. The transaction is scheduled to close on June 26, 2026, but if it does not move forward, we recommend the approved resolution also authorize a sale on substantially similar terms in order to avoid future delays.

Chair Matthew Gebhardt said the resolution was reviewed at the June READ Committee meeting and appreciated the process used in considering selling the property. Given that information the sale makes sense. In closing, COO Davie said properties are often retained for relocation purposes but following due diligence this makes the most sense.

There being no further discussion, Chair Matthew Gebhardt requested a motion to approve Resolution 26-06-03. Treasurer Jessy Ledesma moved to adopt Resolution 26-06-03. Vice Chair Jenny Kim seconded the motion.

The vote was as follows:

Chair Matthew Gebhardt—Aye
Vice Chair Jenny Kim—Aye
Treasurer Jessy Ledesma—Aye
Commissioner Cathy Keathley—Absent
Commissioner Breann Preston—Aye

There being no further business, Chair Matthew Gebhardt adjourned the meeting at 6:28 PM.

Celia M. Strauss
Recorder, on behalf of
Michael Buonocore, Secretary

ADOPTED: JULY 21, 2026

Attest:	Home Forward:
______________________	______________________
Michael Buonocore, Secretary	Jenny M. Kim, Chair

MISSION MOMENT

JA'OSHIA JONES

STEVE RUDMAN
SCHOLARSHIP RECIPIENT

COLLEGE
University of Nevada, Las Vegas

homeforward

Ja'Oshia Jones is a student at the University of Nevada, Las Vegas entering her senior year in Fall, 2026. Ja'Oshia is studying Kinesiology and plans to pursue a career in sports medicine.

A first-generation college student, Ja'Oshia has demonstrated a strong commitment to academic excellence while balancing family responsibilities and personal growth. She is a member of the National Society of Leadership and Success and has earned recognition on the Dean's Honor List.

In her scholarship essay, Ja'Oshia reflected on how the loss of her grandmother strengthened her determination to succeed and inspired her to persevere through challenges. She shared, 'My success is not just for me – it is for everyone who comes after me."

Ja'Oshia hopes to use her education to build a stable future, inspire her younger siblings, and make a meaningful impact through her work in sports medicine.

AMORE THOMAS

STEVE RUDMAN
SCHOLARSHIP RECIPIENT

COLLEGE
Pacific Lutheran University

Amore Thomas is a recent graduate of De La Salle North Catholic High School and will attend Pacific Lutheran University this fall, where she plans to major in Biology on the pre-med track. Throughout high school, Amore immersed herself in leadership and service, serving as Student Council member, Student Ambassador, Cheer Co-Captain, Outdoor School leader, and volunteer mentor while also participating in internships and physician shadowing experiences that strengthened her commitment to a career in medicine.

In her scholarship essay, Amore reflects on childhood adventures exploring the forests of Oregon and discovering that the same curiosity she felt in nature is what now draws her to the human body and trauma surgery. After observing physicians in the operating room, she realized she had found her calling. As she writes, 'From the forest to the human body, my thirst for adventure, discovery, and learning will always be a part of who I am.'

Amore hopes to become a physician, combining scientific curiosity, compassion, and resilience to help others through medicine.

RESOLUTIONS

MEMORANDUM

To: Board of Commissioners

Date: July 21, 2026

From: Ian Slingerland
Director of Homeless Initiatives and Supportive Housing
503.802.8370

Subject: Authorize Contract with Central City Concern
Resolution 26-07-01

The Board of Commissioners is requested to authorize a contract with Central City Concern for services supporting participants in Home Forward's Continuum of Care funded Shelter Plus Care program.

BACKGOUND

Shelter Plus Care Overview

Home Forward's Shelter Plus Care program (SPC) is a Permanent Supportive Housing Program funded annually through a competitive Continuum of Care Program (CoC) Notice of Funding Opportunity administered by the U.S. Department of Housing and Urban Development. Home Forward's current annual funding award is $9.1 million.

The SPC program serves individuals and families leaving chronic homelessness referred through Multnomah County's Coordinated Access systems. SPC provides rent assistance and aligned services, largely not funded through our Continuum of Care program funding. Services are delivered by thirteen service provider partners, including Central City Concern. We anticipate serving between 485 and 515 households this year.

Continuum of Care Program Match Requirements

Continuum of Care Program rules require funded programs to contribute match valued at 25% of the HUD funded award. CoC funded organizations can meet match requirements through direct funding of program operations ("cash match") or through the value of in-kind services provided by service provider partners. Historically, Home Forward met these match requirements through in-kind services provided by our partners. Beginning July 1, 2024, the

Multnomah County Homeless Services Department began providing Home Forward funding to enhance and expand services and support for applicants and participants in Home Forward's Shelter Plus Care Program. We now meet our match responsibilities through a combination of in-kind services and direct funded services and assistance that is funded through our annual Intergovernmental Agreement with the Multnomah County Homeless Services Department.

Central City Concern and Shelter Plus Care

Central City Concern (CCC) is the largest service provider connected to SPC, providing aligned services to approximately 150 households at a given time. We are proposing to contract with CCC for $610,361 for their SPC services and program support for the period of July 1, 2026 to June 30, 2027. This includes $386,434 in personnel expenses, $62,000 in flexible client assistance, $61,208 in other direct expenses, and $100,719 in indirect expenses. CCC was selected for this contract based on their long-standing service relationships with SPC participant households. Home Forward will contract with CCC using procurement authority under Rule 46-0340 providing that "The Nature of the work is not project-driven but requires an ongoing, long-term relationship of knowledge and trust."

In addition to these contracted services, CCC will provide $329,072 in in-kind mental health, substance abuse treatment, case management and primary health care services to SPC participants during the current grant year.

CONCLUSION

This is the second year of contracting with CCC for SPC services. Home Forward contracted with CCC for SPC services in the amount of $560,698 for the period of July 1, 2025 to June 30, 2026. The extension of the contract and addition of $610,361 in funding for the period of July 1, 2026 to June 30, 2027 brings the total contract amount to $1,171,059 and requires Board authorization.

We are requesting authorization for the current year contract extension and ongoing approval/authority aligned with annual renewal funding from Multnomah County Homeless Services Department.

RESOLUTION 26-07-01

RESOLUTION 26-07-01 AUTHORIZES HOME FORWARD TO CONTRACT WITH CENTRAL CITY CONCERN FOR PERMANENT SUPPORTIVE HOUSING SERVICES AND SUPPORTS FOR JULY 1, 2026 THROUGH JUNE 30, 2027 AND AUTHORIZES ONGOING CONTRACTING AUTHORITY ALIGNED WITH ANNUAL RENEWAL FUNDING FROM MULTNOMAH COUNTY HOMELESS SERVICES DEPARTMENT

WHEREAS, Home Forward is committed to leveraging our role as the largest provider of affordable housing in Oregon to improve collaboration and efficacy between systems impacting people in poverty; and

WHEREAS, Home Forward seeks to effectively serve low-income persons experiencing homelessness in intentional ways linking housing assistance with appropriate voluntary services; and

WHEREAS, Home Forward works collaboratively with community partners to align appropriate services with housing assistance through our Continuum of Care funded Shelter Plus Care Program; and

WHEREAS, Multnomah County Homeless Services Department provides annual match for Home Forward's Continuum of Care funded Shelter Plus Care program which Home Forward uses to contract for supportive services and supports for Shelter Plus Care participant households; and

WHEREAS, Central City Concern has existing service relationships with a significant number of Shelter Plus Care participants and maintenance of those service relationships best positions participants and the program for success;

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners of Home Forward hereby authorizes the Interim Executive Director to approve the current year contract extension for Central City Concern and ongoing approval/authority aligned with annual renewal funding from Multnomah County Homeless Services Department.

ADOPTED: JULY 21, 2026

Attest:	Home Forward:
______________________________	______________________________
Michael Buonocore, Secretary	Jenny M. Kim, Chair

homeforward

MEMORANDUM

To: Board of Commissioners

Date: July 21, 2026

From: Elise Anderson
Director, Property Management
503.280.3742

Shawnte Sims
Maintenance Manager
503.280.3721

Robert Hellman
Maintenance Manager
503.280.3716

Subject: Authorizing Home Forward to Enter into an Amended Contractual Agreement in an Amount not to exceed $2,000,000 for the Provision of Garbage and Recycling Pickup, Hauling, and Dumping at New Market West and 39 Residential Properties
Resolution 26-07-02

The Board of Commissioners is requested to authorize an amended contract in an amount not to exceed $2,000,000 with Waste Management Inc. to continue garbage and recycling pickup, hauling, and dumping services. This amended contract, spanning a two-year period from April 1, 2026 through March 31, 2028, covers services for New Market West and 39 residential properties, which includes 2,532 apartments.

BACKGROUND

On August 25, 2022, the Procurement and Contracts Department issued a formal Request For Bids soliciting bids from qualified companies for the provision of garbage and recycling pickup, hauling, and dumping services. Home Forward also performed extensive outreach to a diverse pool of local haulers to seek broad engagement on the Request for Bids. Home Forward received 1 bid on September 20, 2022, from Waste Management. Waste Management, as the only bidder, was conditionally awarded the contract.

The contract terms between Waste Management and Home Forward are as follow:

- Provide garbage and recycling pickup, hauling, and dumping services;
- Service New Market West and 39 residential properties covering 2,532 apartments;
- Two-year contract renewal period.

The Property Management department manages this contract to ensure timely and effective waste pickup at these properties.

OVERVIEW

Since April 1, 2023, Home Forward has been in contract with Waste Management Inc. to receive garbage and recycling pickup, hauling, and dumping services. The contract came to term on March 31, 2026, and has an option for a 2-year renewal not to exceed $2,000,000.

As part of this request for renewal, Home Forward engaged Waste Management staff to conduct an audit of services levels as well as an assessment of existing rates as the past three years the overall cost of the contract had exceeded the original amount. This was due to annual increases in the initial contract (5% a year, based on CPI) that had not been accounted for as well as increases in Metro dumping fees. During this assessment, Waste Management was able to reduce their rates to be more in line with the original contract.

To avoid the disruption of services and the dedication it takes for a formal Request for Bids, the preference is to take advantage of our option to amend the current contract for the remaining term, April 1, 2026, through March 31, 2028.

CONCLUSION

Home Forward requests that the Board of Commissioners authorize the approval of the amended contract for a two-year term in the amount not to exceed $2,000,000 with Waste Management Inc. This authorization will allow us to maintain uninterrupted operations for residents and staff at the properties. Additionally, the Property Management department will continue to manage this contract to ensure timely and effective waste pickup at these properties.

RESOLUTION 26-07-02

RESOLUTION 26-07-02 AUTHORIZES THE EXECUTIVE DIRECTOR OR ITS DESIGNEE TO ENTER INTO A CONTRACT IN THE AMOUNT NOT TO EXCEED $2,000,000.00 WITH WASTE MANAGEMENT INC. TO PROVIDE GARBAGE AND RECYCLING PICKUP, HAULING, AND DUMPING SERVICES AT NEW MARKET WEST AND 39 HOME FORWARD RESIDENTIAL PROPERTIES OVER A TWO-YEAR PERIOD

WHEREAS, Home Forward has a need for garbage and recycling pickup, hauling, and dumping services for its various properties including New Market` West and 39 residential properties;

WHEREAS, Home Forward awarded Waste Management Inc. a contract that came into effect in 2023 to provide garbage and recycling, hauling, and dumping services via a competitive formal Request for Bids process with an option to renew for a two-year period;

WHEREAS, to minimize disruption and uninterrupted garbage and recycling, hauling, and dumping services Home Forward has the option, upon approval, to amend the current contract for a two-year period;

WHEREAS, approval by the Board of Commissioners of Home Forward is required prior to the execution of contracts or amendments over $1,000,000; and

NOW, THEREFORE, BE IT RESOLVED, that Home Forward is authorized to amend the current contract in an amount not to exceed $2,000,000.00 with Waste Management Inc. to continue to provide garbage and recycling pickup, hauling, and dumping services over a two-year period from April 1, 2026 through March 31, 2028 for New Market West and 39 residential properties which include 2,532 apartments.

ADOPTED: JULY 21, 2026

Attest:	Home Forward:
______________________________	______________________________
Michael Buonocore, Secretary	Jenny M. Kim, Chair

MEMORANDUM

To: Board of Commissioners

Date: July 21, 2026

From: Angelica Jackson
Procurement and Contracts Manager
503.802.8541

Juhi Aggarwal
General Counsel
503.802.8590

Subject: Authorize Amendment to Home Forward Public Contracting Rules and Procedures Manual
Resolution 26-07-03

The Board of Commissioners is requested to authorize an amendment to the Home Forward Public Contracting Rules and Procedures Manual to delegate authority for contracts for Permanent Supportive Housing-related services that are fully reimbursed to Home Forward with funds appropriated by state or local government agencies.

BACKGROUND

In February 2019, the Board of Commissioners, serving as the Local Contract Review Board, amended Home Forward's Public Contracting Rules and Procedures Manual to increase contracting authority delegated to the Executive Director or designees. Previously, any contract for more than $100,000 required Board approval. Resolution 19-02-02 allowed for contracts up to $1,000,000, along with amendments up to $500,000, to be authorized without specific Board approval. This amendment significantly expanded operational flexibility and capacity to keep up with a steadily increasing volume of contracting activity.

Since then, Procurement has identified a process improvement to exempt certain contracts and amendments – pertaining to Permanent Supportive Housing services – in excess of the established threshold amounts that would otherwise require Board approval.

This action supports Home Forward's values of *collaboration & partnership,* and *stewardship and accountability.* Several internal departments coordinate to implement these contracts, including but not limited to Community Services, Development, and Procurement. The funds allocated for such contracts are both appropriated and reimbursed by Multnomah County's Homeless Services Department or Oregon Housing & Community Services. However, unknown funding levels leave uncertainty around amending these contracts well in advance, and most amendments are at dollar amounts otherwise requiring Board approval. Streamlining the processes involved in contracting for these services improves the timeliness and accountability in our stewardship of public dollars, eliminates administrative delays, and simplifies the contracting activities for these critical services.

PROPOSAL

The Procurement Department recommends amending Home Forward's Public Contracting Rules and Procedures Manual to exempt contracts and their amendments pertaining to Permanent Supportive Housing services when the contract funds are fully appropriated and reimbursed by a state or local government agency. The requirement that the contract or amendment is within the Board-approved budget remains unchanged. To implement this recommendation, Section 46-0170 of the Public Contracting Rules and Procedures Manual would be amended as follows:

46-0170

Delegation of Authority.

(1) ***Policy.*** *Pursuant to ORS 279A.075 and 456.135, the Board delegates to the Executive Director or his/her designee, the authority to enter into and approve payment on contracts and amendments for products, materials, capital outlay, equipment, and services (including but not limited to design and construction services) if:*

   a. *The Contract or amendment is within appropriations made by the Board pursuant to ORS 294.456; and*

      i. *The total amount of the Contract is $1,000,000 or less and the total amount of the amendment is $500,000 or less~~.~~; or*

      ii. ***Regardless of total contract amount, the Contract is for Permanent Supportive Housing-related services for which Home Forward is fully reimbursed at funding levels appropriated by a state or local government agency.***

(2) *Except as provided in Subsection (1) of this section, the Board must approve all Home Forward Contracts and Contract amendments.*

RESOLUTION 26-07-03

RESOLUTION 26-07-03 AUTHORIZING AN AMENDMENT TO THE HOME FORWARD PUBLIC CONTRACTING RULES AND PROCEDURES MANUAL

WHEREAS, the Board of Commissioners serves as the Local Contract Review Board and may adopt its own rules and procedures as outlined in ORS 279A.065; and

WHEREAS, the Public Contracting Rules and Procedures adopted by the Board of Commissioners includes delegation by the Board to the Executive Director or designee(s) to execute contracts up to $1,000,000, and amendments up to $500,000; and

WHEREAS, Home Forward contracts for services that are fully reimbursed by funds which are appropriated by a governmental entity; and

WHEREAS, such contracts require strict and timely reporting and compliance to a governmental entity which exercises oversight and accountability with respect to the use of public dollars; and

WHEREAS, exempting such contracts from Board approval allows for streamlined contracting processes and improved administrative coordination between Home Forward and its partners;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Home Forward amends the Public Contracting Rules and Procedures, Sections 46-0170 to read:

46-0170

Delegation of Authority.

(1) **Policy.** Pursuant to ORS 279A.075 and 456.135, the Board delegates to the Executive Director or his/her designee, the authority to enter into and approve payment on contracts and amendments for products, materials, capital outlay, equipment, and services (including but not limited to design and construction services) if:
    a. The Contract or amendment is within appropriations made by the Board pursuant to ORS 294.456; and

i. The total amount of the Contract is $1,000,000 or less and the total amount of the amendment is $500,000 or less~~.~~; or

ii. Regardless of total contract amount, the Contract is for Permanent Supportive Housing-related services for which Home Forward is fully reimbursed at funding levels appropriated by a state or local government agency.

(2) Except as provided in Subsection (1) of this section, the Board must approve all Home Forward Contracts and Contract amendments.

ADOPTED: JULY 21, 2026

Attest:	Home Forward:
________________________	________________________
Michael Buonocore, Secretary	Jenny M. Kim, Chair

MEMORANDUM

To: Board of Commissioners

Date: July 21, 2026

From: Juhi Aggarwal
General Counsel
503.802.8590

Subject: Authorize the Amendment of the Home Forward Restated Bylaws
Resolution 26-07-04

The Board of Commissioners is requested to approve a resolution that amends the Home Forward bylaws to ensure alignment with the Board's goals, with long-standing practice, and with state law.

BACKGROUND

Bylaws serve a vital purpose of establishing basic powers and high-level functioning of the agency while guiding many of the actions of Home Forward's Board of Commissioners. Bylaws provide a degree of decision-making authority and flexibility to a Board Chair to ensure that she or he can manage the Board of Commissioners and any attendant issues. Given that the Bylaws are a legal document based on state law (Oregon's Housing Authorities Law, codified at Oregon Revised Statutes 456), periodic review is often useful to provide clarification, ensure legal compliance, and provide and maintain the flexibility necessary to manage Home Forward.

In May 2019, the Board of Commissioners adopted amended bylaws which primarily established protocols relating to Attendance and Leave of Absence, addressed Board of Commissioners officer eligibility, and cleaned up other prior drafting errors. In March 2021, the Board of Commissioners further amended the bylaws to establish the Committee for Advancing Racial Justice and to clarify the ability to hold emergency meetings. In January 2021, the Board of Commissioners additionally amended the bylaws to clarify the terms of Commissioners. Most recently, in March 2023, the Board of Commissioners amended the bylaws to allow assignment of different titles to the Executive Director.

Prompted by the Commissioners' request to address outdated meeting time requirements within the Bylaws, counsel undertook a comprehensive review of the Bylaws to improve consistency, ensure legal compliance, and clarify ambiguities.

OVERVIEW

A. Language Consistency

The Bylaws now uniformly refer to the "Board of Commissioners" or "Board" rather than "Commission." There is also uniform pronoun usage throughout (primarily "his/her" and "he/she"). Unfortunately, using the third person plural ("they/them") proved unclear and is therefore not recommended.

B. Articles II (Commissioners) and III (Officers)

These amendments make explicit that incapacitation of a Commissioner may lead to a vacancy and that the powers of the Chair to negotiate and enforce terms of the Executive Director's employment agreement include termination thereof.

To align with state law, Article III Section 6 (Chair Emeritus) clarifies that the Chair Emeritus will be a voting member of the Board unless they are no longer a serving Commissioner. The ability of the Chair Emeritus to temporarily fill vacant Officer positions is also clarified in Section 9.

C. Article IV (Meetings)

As requested by the Commissioners, the Regular and Annual Meeting dates and times shall be determined by the Commissioners from time to time, rather than set in advance by the Bylaws. Additionally, it is made clear that a Regular Meeting may be canceled for lack of business.

D. Article V (Committees)

The Chair's authority is amended to temporarily modify composition of any Committee, even if otherwise required by the Bylaws, in the event of vacancies on the Commission. This will allow Committees to meet and conduct their business without being subject to quorum rules if the Board is temporarily operating without nine members. Additionally, it is made explicit – in line with past practice of the Committees – that Committees do not make recommendations to the Board but rather serve in a review capacity only. This aligns with Oregon Public Meetings Law, which dictates that committees which make recommendations to a governing body may become their own governing bodies, and subject to more stringent meeting requirements than the Board otherwise intends. Finally, a Committee previously included as a standing committee but that has met very few times since formation is removed from the Bylaws.

E. Article VIII (Conflict of Interest).

Home Forward's Conflict of Interest policy was significantly revised in July 2025 to ensure alignment with state law and with federal law, regulation, and other HUD contract obligations. The Policy Department recommended a uniform set of definitions to ensure compliance with all of the various requirements. Therefore, for consistency and clarity, and to ensure all legal requirements are included within the Bylaws, staff recommend changing "immediate family member" to "relative" and using the expanded "relative" definition provided in the policy.

CONCLUSION

Suggested changes have been drafted by Home Forward General Counsel. Outside counsel at Stoel Rives, the Executive Director, Chief Operating Officer, and Director of Policy and Planning have reviewed these changes. Finally, in compliance with Article IX of the bylaws, the Board of Commissioners has been provided seven days' notice to review the proposed changes.

The Board of Commissioners is requested to approve a resolution that amends the Home Forward bylaws as summarized above.

ATTACHMENTS

Bylaws Amendments (Redline)
Bylaws Amendments (Blackline)

RESOLUTION 26-07-04

RESOLUTION 26-07-04 RECOGNIZES AUTHORIZES THE AMENDMENT, APPROVAL, AND ADOPTION OF HOME FORWARD BYLAWS ENTITLED "2026 RESTATED BYLAWS OF HOME FORWARD"

WHEREAS, Home Forward, a housing authority and a public body corporate and politic of the State of Oregon, operates pursuant to certain corporate bylaws; and

WHEREAS, Home Forward's bylaws are consistent with the Housing Authorities Law, codified at Oregon Revised Statutes (ORS) 456; and

WHEREAS, bylaws serve a vital purpose of establishing basic powers and high-level functioning of the agency while guiding many of the actions of Home Forward's Board of Commissioners; and

WHEREAS, a periodic review of corporate bylaws can help clarify bylaws and ensure that they are compliant with state law, but also provide and maintain the flexibility necessary to manage Home Forward; and

WHEREAS, Home Forward staff identified language in the bylaws that could be made more consistent, align better with legal obligations and with long-standing past practice of the Board, and could be made more clear; and

WHEREAS, Home Forward has determined it to be in the best interest of Home Forward to adopt certain changes to the bylaws, including but not limited to revisions of Articles II (Commissioners), III (Officers), IV (Meetings), V (Committees), and VIII (Conflict of Interest); and

WHEREAS, suggested changes have been reviewed by Home Forward General Counsel, outside counsel at Stoel Rives, the Executive Director, the Chief Operating Officer, and the Director of Policy and Planning;

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COMMISSIONERS OF HOME FORWARD ADOPTS THE FOLLOWING RESOLUTION:

RESOLVED, that the Board of Commissioners of Home Forward hereby amends, approves, and adopts the bylaws entitled "2026 RESTATED BYLAWS OF HOME FORWARD" which is annexed hereto.

ADOPTED: JULY 21, 2026

Attest:	Home Forward:
______________________________	______________________________
Michael Buonocore, Secretary	Jenny M. Kim, Chair

202~~3~~6 RESTATED BYLAWS OF

HOME FORWARD

ARTICLE I
THE AUTHORITY

Section 1. **Name of Authority**. The name of the Authority shall be "Home Forward".

Section 2. **Legal Status.** Home Forward (the "Authority") is a public corporation created under the Oregon Housing Authorities Law (ORS 456.055 to 456.235) and shall be subject to the terms of the Housing Authorities Law as in effect from time to time. In the event of any apparent conflict between the provisions of the Housing Authorities Law and these Bylaws, the provisions of the Housing Authorities Law shall prevail.

Section 3. **Seal of Authority.** The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority.

Section 4. **Powers of the Authority.** The powers of the Authority shall be vested in the Commissioners thereof in office from time to time.

Section 5. **Office of the Authority.** The offices of the Authority shall be at such location in the City of Portland, State of Oregon, as the Commissioners may from time to time determine, but the Authority may transact its business at such other places as the Commissioners may designate from time to time.

ARTICLE II
COMMISSIONERS

Section 1. **Powers.** All corporate powers shall be exercised by or under the authority of, and the affairs of the Authority managed under the direction of, a commission appointed in accordance with the provisions of ORS 456.095.

Section 2. **Term of Office.** Commissioners shall be appointed to the Board for a term of office of four years, except that all vacancies shall be filled for the unexpired term. Commissioners may, if reappointed at the discretion of the governing body, serve any number of consecutive terms.

Section 3. **Standard of Care.** A Commissioner shall discharge the Commissioner's duty with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character.

Section 3.1 **Attendance.** A Commissioner who has three or more unexcused absences during a rolling twelve-~~-~~month period must meet with the Chair upon the Chair's request.

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If further unexcused absences occur within the subsequent rolling twelve-~~-~~month period, the Chair and Vice Chair may arrange a meeting to discuss with the designated governing body or appointing authority the possibility of removal due to neglect of duty under Article II, Section 6. An absence is deemed excused where a Commissioner calls, texts, or emails notice of the absence to a designated Home Forward staff member.

Section 3.2 **Leave of Absence.** In the event that a Commissioner intends to be away from Multnomah County and will be unable to attend regular meetings, or will be otherwise unable to attend regular meetings and work sessions of the Board of Commissioners, for a term of three or more months, the Commissioner must provide notice by letter to the Chair informing of the reason and duration. A copy of the letter shall be sent, or forwarded, to the appointing authority as well. Whether such extended absence constitutes neglect of duty pursuant to Article II, Section 6 is to be determined according to the individual circumstances of the Commissioner's extended absence.

Section 4. **Vacancies.** A vacancy in the ~~commission~~ Board shall exist upon the death, incapacitation, resignation, or removal of any Commissioner. The vacancy in the ~~commission~~ Board shall be filled in the same manner as the original appointment of a Commissioner who has died, become incapacitated, resigned, or been removed. All vacancies shall be filled for the unexpired term of a Commissioner who has died, resigned, become incapacitated, or been removed.

Section 5. **Resignation.** A Commissioner may resign at any time by delivering written notice to the ~~chairperson of the commission~~Chair. A resignation is effective when delivered unless the notice specifies a later effective date. Once delivered, the notice of resignation is irrevocable unless revocation is permitted by the ~~commission~~Board.

Section 6. **Removal.** A Commissioner may be removed by the appointing authority for the Commissioner for inefficiency or neglect of duty or misconduct in office. The Commissioner shall not be removed until after the Commissioner has been given a copy of the charges against the Commissioner at least 10 days prior to the hearing thereon and had an opportunity to be heard in person or by counsel. In the event of the removal of any Commissioner, a record of the proceedings, together with the charges and findings thereon, shall be filed in the Office of the Clerk for each city and county in the Authority.

Section 7. **Compensation.** A Commissioner shall receive no compensation for services, but shall be entitled to the payment or reimbursement of expenses, including travel expenses, in the discharge of the duties of the Commissioner, in accordance with standards and procedures adopted from time to time by the Authority.

ARTICLE III
OFFICERS

Section 1. **Officers**. The officers of the Authority shall be a chairperson (hereinafter the "Chair"), one or two vice-chairs as provided in Section 3. below (hereinafter the "Vice-Chair" or "Vice-Chairs"), a Secretary, a Treasurer, and, from time to time, a Chair Emeritus.

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Section 2. **Chair.**

2.1 The Chair is empowered and shall ~~(1)~~ preside at all meetings of the Commissioners; ~~(2)~~ preserve order; ~~(3)~~ decide all questions of order according to parliamentary rules; ~~(4)~~ appoint all committees~~.~~; ~~(5)~~ except as otherwise authorized or directed by the Commissioners, sign all contracts, deeds, and other instruments made by the Authority; ~~(6)~~ submit such recommendations and information as may be considered pertinent to the Commissioners for consideration; and ~~(7)~~ serve as a spokesperson on behalf of the Authority.

2.2 The ~~c~~Chair shall exercise general supervision over the Executive Director; negotiate terms of an employment agreement; act on behalf of the Authority in enforcing terms and conditions of the agreement including termination thereof; review and evaluate the employment-related performance of the Executive Director; and negotiate any changes in length of service, compensation or other contract matters. In carrying out this sub-section, the chair will consult with the Executive Committee in the absence of exigent circumstances. The chair will provide a briefing to the Executive Committee after any negotiation, enforcement, review, evaluation, or contractual change under this sub-section.

Section 3. **Vice-Chairs**.

3.1 One Vice-Chair shall be elected biennially in accordance with Section 8 below. The Commissioners may determine, at any time, to create a second office of Vice-Chair and elect a Commissioner to that position. The Commissioners may refer the election of a second Vice-Chair to the procedures for nomination established pursuant to Section 2.3 of Article V. Unless otherwise established by the Commissioners, there will be no distinction in rank or position between two Co-Vice-Chairs.

3.2 At any time that only one Vice-Chair is serving as such, that individual shall perform the duties of the Chair in the absence or incapacity of the Chair and in the case of the resignation or death of the Chair, the Vice-Chair shall perform such duties as are imposed on the Chair until such time as the Authority shall select a new Chair.

3.3 In the event there are two Vice-Chairs, the Chair may, verbally or by written designation, appoint a Vice-Chair to act on ~~his or her~~the Chair's behalf in the absence of the Chair and the Chair may, in ~~his or her~~his/her absence, divide the Chair's duties between the Vice-Chairs. In the absence of such designation, it shall be made by the Commissioners. In the case of the resignation or death of the Chair, either Vice-Chair may perform such duties as are imposed on the Chair until such time as the Authority shall select a new Chair.

Section 4. **Secretary (Executive Director)**. The Executive Director shall be the Secretary of the Authority. As Secretary, he/she shall be responsible for keeping correct records of the meetings of the Commissioners; supervise the preservation of all records of the Authority; and be responsible for all funds of the Authority. The Executive Director may be assigned additional or different titles as approved by the Board (e.g., Chief Executive Officer or Chief Executive Officer and Executive Director).

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Section 5. **Treasurer**. The Treasurer shall consult with the Executive Director on financial matters pertaining to the Authority and the administration of its funds; shall serve as the direct liaison between the Commissioners and the Executive Director on financial issues; shall review and assist in presentations to the Commissioners concerning the financial aspects of the Authority; and shall cause reports to be made to the Commissioners at the times and in the form determined by the Commissioners. The Treasurer shall not, personally, audit, or be responsible for, or in any manner supervise any certified audit of the Authority which will be conducted not less often than annually in accordance with Section 3 of Article VII. The Treasurer may rely on all reports and computations presented to him/her and will not be responsible for any investigation thereof. The Commissioner elected to the position of Treasurer shall have no greater fiduciary duty to the Authority than any other Commissioner, and the Board shall limit his/her duties accordingly. In accordance with Article V, Section 2.2 of these Bylaws, the Treasurer shall be the presiding officer of the Audit and Finance Committee.

Section 6. **Chair Emeritus**. The immediate past Chair of the Authority shall be the Chair Emeritus. In the event the immediate past chair does not remain on the Board, or does not wish to hold the title of Chair Emeritus, a past Chair who remains on the Board of Commissioners may hold the title of Chair Emeritus at the Chair's full discretion. The Chair Emeritus shall provide guidance to the Chair, Executive Committee, and Commissioners, as appropriate. The Chair Emeritus will be a voting member of the Board unless ~~his/her~~his/her appointment as a Commissioner has expired and a successor has been appointed and qualified.

Section 7. **Additional Duties**. The officers of the Authority shall perform such other duties and functions as may from time to time be required by the Commissioners or by the Bylaws or rules and regulations of the Authority.

Section 8. **Election, Appointment, and Term**. The Chair, not less than one Vice-Chair, and Treasurer shall be elected by the Commissioners from among their members at their first regular meeting in October of each year in which an elected officer's term is set to expire. Elected officers shall assume office on January 1 of the next following year and shall hold office for two years or until their successors are elected and qualified. Elected officers may be re-elected for one or more subsequent term as provided below.

8.1 A Commissioner elected as Chair may be re-elected for one subsequent two-year term, or one or two subsequent one-year terms, but may serve for no more than four consecutive years. After a Commissioner has concluded ~~his or her~~his/her two-, three-, or four-year term as Chair and moves to another position on the Board, that Commissioner may not be re-elected to Chair irrespective of whether ~~he or she~~he/she held the position for two, three, or four years.

8.2 A Commissioner elected as Vice-Chair may be re-elected for one subsequent two-year term but may serve for no more than four consecutive years. After a Commissioner has concluded ~~his or her~~his/her two- or four-year term as Vice-Chair and moves to another position on the Board, that Commissioner may not be re-elected to Vice-Chair irrespective of whether ~~he or she~~he/she held the position for two, three, or four years.

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8.3 A Commissioner elected as Treasurer may be re-elected f~~-~~or one or two subsequent two-year terms but may not serve consecutively for more than six years. After a Commissioner has concluded ~~his or her~~his/her two-, four-, or six-year term as Treasurer and moves to another position on the Board, that Commissioner may be subsequently re-elected to Treasurer.

8.4 The Chair Emeritus shall serve for one year and, upon agreement with the Chair pursuant to the requirements set forth in Article III, Section 6, for additional one-year increments not to exceed a total of four consecutive years.

Section 9. Vacancies.

9.1 Should the offices of Chair, Vice-Chair, or Treasurer become vacant, the Commissioners shall elect a successor from ~~its~~ their membership at the next regular meeting, and such election shall be for the unexpired term of said office. When the office of Secretary becomes vacant, the Commissioners shall appoint a successor.

9.2 In extenuating circumstances, the Chair Emeritus may be elected to a vacant office and may be elected for a period shorter than the unexpired term of said office. The Chair Emeritus may not be elected to the vacant office if the Chair Emeritus' appointment as a Commissioner has expired and a successor has been appointed and qualified, or if the Chair Emeritus is time-barred from such office under the requirements set forth in Article III, Section 8.

Section 10. Assistant Officers. The Commissioners may, by resolution, authorize from among the personnel or Commissioners such deputy or assistant officers as they deem to be in the best interest of the Authority, with such terms and duties as the Commissioners may prescribe.

ARTICLE IV
MEETINGS

Section 1. Regular Meetings. The regular meetings of the Commissioners shall be held monthly, at such date and time as may be set from time to time by the Commissioners, at the principal offices of the Authority, 135 SW Ash Street, Portland, Oregon, or at such other place as may be designated by the Chair or the Secretary, including by telephone or other electronic means, in accordance with ORS 192.630 and ORS 192.670. In the event the Chair determines that there is no need for a regular meeting or the business of the Authority may best be accomplished at a special meeting or meetings, or must be addressed at an emergency meeting, he/she may cancel any regular meeting. No notice of cancellation of a regular meeting is required unless notice of its being held has been given.

Section ~~1~~2. Annual Meeting. The Annual Meeting of the Authority shall be held ~~on the third Tuesday~~ in January of each year ~~at 6:15 p.m.~~, at the regular meeting date, time, and place of the Authority, or at any other such date, time, or place as may be designated by the Chair or Secretary, including by telephone or other electronic means, ~~in accordance with ORS 192.630 and ORS 192.670~~. In the event ~~such date shall fall on a legal holiday,~~the January regular meeting is

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canceled, the Annual Meeting shall be held ~~on the next succeeding day~~no later than the last day of February.

~~**Section 2.** **Regular Meetings**. The regular meetings of the Commissioners shall be held on the third Tuesday of each month at the hour of 6:15 p.m., at the principal offices of the Authority, 135 SW Ash Street, Portland, Oregon, or at such other place as may be designated by the Chair or the Secretary, including by telephone or other electronic means; provided, however, that in the event the Chair determines that the business of the Authority may best be accomplished at a special meeting or meetings, or must be addressed at an emergency meeting, he/she may cancel any regular meeting. No notice of cancellation of a regular meeting is required unless notice of its being held has been given.~~

Section 3. **Special Meetings**. The Chair, either Vice-Chair, or Secretary may, when any of them deem it expedient, and shall upon the written request of two Commissioners, call a special meeting of the Commissioners to be held at such time and place, including by telephone or other electronic means as the person or persons calling the meeting shall appoint for the purpose of transacting any business designated. The Chair, either Vice Chair, or Secretary, may call an emergency meeting of the Commissioners or, upon the written request of two Commissioners, shall call an emergency meeting of the Commissioners in the event of an actual emergency necessitating immediate action, to be held at such time and place, including by telephone or other electronic means, as the person calling the meeting shall appoint for the limited purpose of addressing the emergency.

Section 4. **Notice**. The Secretary, or such other person as the Chair may appoint, shall give notice in writing of all Annual and Regular meetings, by delivering a copy of the notice to each Commissioner, by emailing the notice to each Commissioner at the email address each of them has designated, or by mailing such notice to each Commissioner at the Commissioner's business or home address, at least 48 hours prior to such meeting except in cases of Special Meetings, when notice shall be provided at least 24 hours prior to such meetings, or in cases of actual emergency, when notice shall be in such time and manner as is appropriate to the circumstances, typically by telephonic notice. The notice shall state generally the nature of the business intended to be considered through the publication of an agenda or similarly; provided however, that any business may be considered at any duly called meeting notwithstanding the lack of notice of such business. Any person or organization (including, but not limited to, the public media), who desires to be notified of the meetings of the Authority may register with the Secretary who shall provide notices to such individuals and organizations in the manner and time provided for notice to the Commissioners. The Secretary may, from time to time, at ~~his or her~~his/her discretion, require the re-registration of any such persons desiring notice.

Section 5. **Quorum**. A majority of the then-appointed Commissioners of the Authority shall constitute a quorum for the purpose of conducting the business and exercising the powers of the Authority and for all other purposes, but a smaller number may adjourn from time to time until a quorum is obtained. When a quorum is in attendance, action may be taken by the Commissioners upon a vote of a majority of the Commissioners present.

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Section 6. **Manner of Voting**. The voting on all questions coming before the Board of Commissioners shall be by voice vote. All action of the Commissioners shall be deemed to have been taken unanimously by all Commissioners present unless a Commissioner notes that he/she is abstaining or voting in opposition to the majority as determined by the presiding officer, in which event the ayes and nays shall be entered upon the minutes of such meeting with respect to such matter.

Section 7. **Authority Business**. All business of the Authority shall be conducted by the adoption of a resolution, the approval of a staff or Commissioner report, or passage of a motion of a Commissioner. All resolutions and reports shall be in writing and a copy of each report and resolution must be submitted prior to adoption or approval to each of the Commissioners present at the meeting considering adoption or approval. Adopted reports and resolutions shall be included in the minutes of the Authority. Meetings will be conducted in accordance with "Robert's Rules of Order" as modified by the Commissioners.

Section 8. **Minutes**. The Secretary shall be responsible for the taking of written minutes of all meetings of the Commissioners. Neither a full transcript nor a recording of the meeting is required, but the written minutes must give a true reflection of the matters discussed at the meeting and the views of the participants. All minutes shall be available to the public upon request within a reasonable time after the meeting, and shall include at least the following information:

8.1 All Commissioners present;

8.2 All motions and resolutions proposed and their disposition;

8.3 The results of all votes and the vote of each Commissioner by name;

8.4 A summary of any discussion on any matter; and

8.5 Except as permitted by law, a reference to any document discussed at the meeting.

The Secretary shall, in addition, for all emergency meetings, include the time and manner of notice given, a description of the actual emergency, and the reason why the meeting could not be delayed to allow 24 hours' notice.

Section 9. **Public Meetings Law**. All meetings of the ~~commission~~ Board of Commissioners shall be open to the public in the manner and to the extent provided in the Oregon Public Meetings Law (ORS 192.610 to 192.690) as in effect from time to time. Executive sessions may be held for the purposes and subject to the procedures set forth in the Oregon Public Meetings Law. Minutes of meetings and executive sessions shall be kept in compliance with the provisions of the Oregon Public Meetings Law.

Section 10. **Telephonic or Electronic Meetings.** Any action required to be taken at a meeting of the Commissioners, or any action which may be held through the use of telephone or

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other electronic means, must otherwise be convened and conducted in accordance with these Bylaws. ~~-~~Each participant must be able to simultaneously communicate with each other participant.

ARTICLE V
COMMITTEES

Section 1. **Committees Generally.**

1.1 Designation~~and Limitations~~. The Chair may designate committees of the Authority and, subject to the provisions of this Article V, shall designate the size, composition, duties, organization, administration, and duration of such committees.

1.2 Composition. Any committee may be composed of Commissioners, staff, or any other persons. In the event of vacancies in the Commission, the Chair may temporarily modify the composition of any Committee, notwithstanding specific Committee size and composition provisions in this Article V.

1.3 Limitations. In the event a committee is authorized to act on behalf of the Board of Commissioners, the committee shall so act only if a majority of the Commissioners so appointed approve such action. No committee shall exercise the power of the Authority to amend or repeal the Bylaws, rules, or regulations of this Authority; or to select the Chair, Vice-Chairs, or Executive Director of the Authority.

Section 2. **Standing Committees**. The Authority shall have the following standing committees:

2.1 **Executive Committee**. The Executive Committee shall be composed of the elected Officers of the Authority. When only one Vice-Chair is serving, the Chair shall appoint a fourth Commissioner to the Executive Committee. The Chair Emeritus may be selected as the fourth member of the Executive Committee. The Committee will be the primary liaison between the Board and the Executive Director. The Executive Committee will review matters that the Executive Director intends to present or ~~have~~ has presented to the meetings of the Board. The Executive Committee shall consult with other committees with respect to the~~ir recommendations to the Board~~ matters those committees have reviewed. Unless specifically authorized by the Board, the Executive Committee will take no action that is binding upon the Authority. The Chair of the Authority shall be the presiding officer of the Executive Committee.

2.2 **Audit and Finance Committee**. The Audit and Finance Committee shall, on a regular basis, review the operating statements and the financial operations of the Authority~~and make recommendations to the Board and the Executive Director with respect to the financial operations of the Authority~~. The Committee shall appoint an outside firm to perform the annual audit of the Authority and shall receive the annual certified audit of the Authority's operations prior to its presentation to the Board. The Audit and Finance Committee may require, and shall review, the Authority's internal audits. The Audit and Finance Committee shall be composed of not fewer than three Commissioners, including the Treasurer who shall be its presiding officer. The Chair may appoint additional members from Home Forward's staff, with the approval of the Executive Director, and volunteers from the community with financial experience.

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2.3 **Nominating Committee**. The Executive Committee shall serve as the Nominating Committee.

2.4 **The Real Estate and Development Committee**. ~~-~~The Chair shall, annually, appoint one Commissioner to preside and no fewer than two additional Commissioners to serve on the Real Estate and Development Committee. The Chair may also appoint one community member to serve on the Real Estate and Development Committee. The Real Estate and Development Committee shall review ~~and recommend to the Board the approval of~~ proposals of the officers and staff of the Authority for acquisition, disposition, rental, construction, rehabilitation, maintenance and management of the housing developments and facilities of the Authority.

~~**2.5** **The Committee for Advancing Racial Justice**. The Committee for Advancing Racial Justice shall further diversity, equity, and inclusion in the governance of the Authority, including by initiating, reviewing, and recommending anti-racist policies, procedures, approaches, and initiatives. The Chair shall be a member of the Committee for Advancing Racial Justice and shall annually appoint no fewer than two additional Commissioners as members of the Committee for Advancing Racial Justice. The Chair may also appoint Agency staff and residents and any other persons as additional members. The Committee for Advancing Racial Justice is authorized to change its title without amendments of these Bylaws.~~

ARTICLE VI
INDEMNIFICATION OF COMMISSIONERS, OFFICERS, EMPLOYEES, AND AGENTS

Section 1. **Authority to Indemnify Representatives**.

1.1 Except as provided in Paragraph 1.3, the Authority may indemnify an individual made a party to a proceeding because the individual is or was a Commissioner, officer, employee, or agent of the Authority (a "Representative") against liability incurred in the proceeding unless:

1.1.1 The conduct of the Representative was outside the scope of his/her official duties;

1.1.2 The Representative's conduct constituted malfeasance in office; or

1.1.3 The Representative's conduct constituted a willful or wanton neglect of duty.

1.2 The termination of a proceeding of judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not, of itself~~–~~, determinative that the Representative did not meet the standard of conduct described in this section.

1.3 The Authority may not indemnify a Representative under this section:

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1.3.1 In connection with a proceeding by or in the right of the Authority in which the Representative was adjudged liable to the Authority; or

1.3.2 In connection with any other proceeding charging improper personal benefit to the Representative in which the Representative was adjudged liable on the basis that personal benefit was improperly received by the Representative.

1.4 Indemnification permitted under this Section in connection with a proceeding by or in the right of the Authority is limited to reasonable expenses incurred in connection with the proceeding.

Section 2. Mandatory Indemnification. The Authority shall indemnify a Representative who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the Representative was a party because of being a Representative of the Authority against reasonable expenses incurred by the Representative in connection with the proceeding.

Section 3. Advance for Expenses.

3.1 The Authority may pay for or reimburse the reasonable expense s incurred by a Representative who is a party to a proceeding in advance of final disposition of the proceeding if:

3.1.1 The Representative furnishes the Authority a written affirmation of the Commissioner's, officer's, employee's, or agent's good faith belief that the Representative has met the standard of conduct described in Section 1; and

3.1.2 The Representative furnishes the Authority a written undertaking, executed personally or on the Representative's behalf, to repay the advance if it is ultimately determined that the Representative did not meet the standard of conduct.

3.2 The undertaking required by Paragraph 3.1.2 must be an unlimited general obligation of the Representative but need not be secured and may be accepted without reference to financial ability to make repayment.

3.3 Any authorization of payments under this Section may be made by resolution of the Commissioners or by contract.

Section 4. Determination and Authority of Indemnification.

4.1 The Authority may not indemnify a Representative under Section unless authorized in the specific case after a determination has been made that indemnification of the Representative is permissible in the circumstances because the Representative has met the standard of conduct set forth in Section 1.

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4.2 A determination that indemnification of a Representative is permissible shall be made:

4.2.1 By the Commissioners by majority vote of a quorum consisting of Commissioners not at the time parties to the proceeding;

4.2.2 If a quorum cannot be obtained under Paragraph 4.2.1, by a majority vote of a committee duly designated by the Commissioners consisting solely of two or more Commissioners not at the time parties to the proceeding. However, Commissioners who are parties to the proceeding may participate in designation of the committee;

4.2.3 By special legal counsel selected by the Commissioners or their committee in the manner prescribed in Paragraphs 4.2.1 or 4.2.2 or, if a quorum of the Commissioners cannot be obtained under Paragraph 4.2.1 and a committee cannot be designated under Paragraph 4.2.2, the special legal counsel shall be selected by a majority vote of the Commissioners, including Commissioners who are parties to the proceeding.

4.3 Authorization of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those entitled under Paragraph 4.2.3 to select counsel.

Section 5. **Insurance**. The Authority may purchase and maintain insurance on behalf of a Representative against liability asserted against or incurred by the Representative who is or was a Representative of the Authority or who, while a Representative, is or was serving at the request of the Authority as a director, officer, partner, trustee, employee, or agent of a partnership, joint venture, employee benefit plan, or other enterprise. The Authority may purchase and maintain the insurance even if the Authority has no power to indemnify the Representative against the same liability under Section 1.

Section 6. **Application of Article VI.**

6.1 The indemnification and provisions for advancement of expenses provided by this Article VI shall not be deemed exclusive of any other rights to which Representatives may be entitled under any agreement, general or specific action of its Commissioners, or otherwise, and shall continue as to a person who has ceased to be a Representative and shall inure to the benefit of the heirs, executors, and administrators of such a person. Specifically and not by way of limitation, the Authority shall have the power to make or agree to make any further indemnification, including advancement of expenses, of:

6.1.1 Any Representative whose agreement for such was approved, adopted, or ratified, before or after such indemnification or agreement is made; and

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6.1.2 Any officer, employee, or agent who is not an officer, employee, or agent as authorized by general or specific action of the Commissioners or by agreement.

6.2 This article does not limit the Authority's power to pay or reimburse expenses incurred by a Commissioner in connection with the Commissioner's appearance as a witness in a proceeding at the time when the Commissioner has not been made a named defendant or respondent to a proceeding.

ARTICLE VII
MANAGEMENT

Section 1. **Fiscal Year**. The fiscal year of the Authority shall begin on the first day of January of every year. The commencement date of the fiscal year herein established shall be subject to change by the Commissioners.

Section 2. **Books and Accounts**. Books and accounts of the Authority shall be kept under the direction of the Secretary and in accordance with systems approved by the Commissioners.

Section 3. **Auditing**. At the close of each fiscal year, the books and records of the Authority shall be audited by a certified public accountant selected by the Commissioners whose report will be prepared and certified.

Section 4. **Execution of Corporate Documents**. The Chair and the Secretary (the latter acting in ~~his or her~~his/her capacity as Executive Director or any other title approved by the Board of Commissioners pursuant to Article III, Section 4), are authorized to execute all notes and contracts authorized by the Board of Commissioners. With the prior authorization of the Commissioners, notes, checks, and contracts may be executed by other designated persons.

Section 5. **Personnel**. The Authority may, from time to time, employ and compensate such personnel as the Commissioners deem necessary to exercise their powers, duties, and functions as prescribed by the Housing Authorities Law and all other laws of the State of Oregon and the United States applicable thereto. Except for the Executive Director, the selection of all personnel shall be the responsibility of the Executive Director.

ARTICLE VIII
CONFLICT OF INTEREST

Section 1. **Contracts**.

1.1 Neither the Authority nor any of its contractors or their subcontractors may enter into any contract, subcontract, or arrangement in connection with any project of this Authority in which any of the following classes of people has an interest, direct or indirect, during ~~his or her~~his/her tenure or for one year thereafter:

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1.1.1 Any present or former Commissioner, or any ~~member of~~relative thereof~~ the Commissioner's immediate family~~. There shall be excepted from this prohibition any present or former tenant Commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policy-making position with a resident corporation, the Authority or a business entity.

1.1.2 Any employee or agent of the Authority~~ who formulates policy or who influences decisions with respect to the project(s)~~, or any relative ~~member~~ of ~~the~~ an employee~~'s~~ or agent~~'s immediate family, or the employee's or agent's partner~~.

1.1.3 Any public official, member of the Portland, Gresham, or Multnomah County governing bodies or Oregon State legislator, or any ~~member~~ relative of such individual~~s' immediate family~~, who exercises functions or responsibilities with respect to any project(s) or the Authority.

1.2 Any member of these classes of persons must disclose the member's interest or prospective interest to the Authority and, as to federally funded projects, the Department of Housing and Urban Development.

1.3 The requirements of Paragraph 1.1 may be waived by the Department of Housing and Urban Development for good cause. No person for whom a waiver is requested may exercise responsibilities or functions with respect to the contract to which the waiver pertains.

1.4 The provisions of this Section 1~~.~~ shall not apply to the General. Depository Agreement entered into with an institution regulated by a Federal agency, or to utility service for which the rates are fixed or controlled by the State or local agency.

1.5 Nothing in this section shall prohibit a tenant of the Authority from serving as a Commissioner.

Section 2. **Employment**.

2.1 The Authority may not hire an employee if the prospective employee is ~~an immediate family member~~ a relative of any person belonging to one of the following classes:

2.1.1 Any present or former Commissioner. There shall be excepted from this prohibition any former tenant Commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policy-making position with the Authority.

2.1.2 Any employee of the Authority who formulates policy or who influences decisions with respect to project(s).

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2.1.3 Any public official, member of the Portland, Gresham, or Multnomah County governing body, or Oregon State legislator who exercises functions or responsibilities with respect to any project(s) or the Authority.

2.2 The prohibition referred to in Paragraph 2.1 shall remain in effect throughout the class member's tenure and for one year thereafter.

2.3 The class member shall disclose to the Authority and as to federally funded projects, the Department of Housing and Urban Development, the member's familial relationship to the prospective employee.

2.4 The requirements of this subsection 2 may be waived by the Commissioners for good cause.

Section 3. Definitions. For purposes of Sections 1 and 2, the term ~~"immediate family member"~~"relative" means ~~the spouse, mother, father, brother, sister, or child of a covered class member~~ (whether related as a full blood relative, or as a "half" or "step" relative, e.g., a half-brother of stepchild)~~.~~: parents, parents-in-law, and stepparents; spouses and domestic partners; children and stepchildren; siblings, siblings-in-law, stepsiblings, and half siblings; grandparents, step grandparents, and grandparents-in-law; any individual to whom the Employee, Committee member, or Commissioner has a legal support obligation such as child support or spousal support; any individual who is covered by the Employee's, Council member's, or Commissioner's employer-provided benefits; and any individual who covers the Employee, Council member, or Commissioner on their own employer-provided benefits.

Section 4. Impartiality. No Commissioner, officer, employee, or agent ("Representative") shall grant or make available to any person any consideration, treatment, advantage, or favor beyond that which it is the general practice to grant or make available to all members of the public similarly entitled thereto.

Section 5. Use of Public Property. No Representative shall request, use, or permit the use of any publicly owned or publicly supplied property, vehicles, equipment, material, labor, or service for the personal convenience or the private advantage of himself/herself or of any other person. This provision shall not be deemed to prohibit any Representative from requesting, using, or permitting the use of such publicly owned and publicly supplied property, vehicles, equipment, material, labor, and service which it is the general practice to make available to the public at large or which are provided as a matter of stated public policy for the use of Representatives in the conduct of official business.

Section 6. Personal Privilege. No Representative shall request or use any privilege or advantage derived from his/her employment by, or appointment to, the Authority that has not been authorized, specifically or by reasonable implication, by the Commissioners. Any question respecting such authorization shall be determined by the Commissioners prior to the exercise of such privilege or advantage.

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Section 7. **Representation of Private Persons**. No Representative shall appear on behalf of any private person other than himself or herself before the Authority.

Section 8. **Gifts and Favors**. No Representative shall give or accept any gift whether in the form of money, thing, favor, loan, or promise, that would not be offered or given to or by him/her, if he/she were not a Representative. Excepted are gifts of nominal value given or received as tokens of appreciation and gifts to officers or employees (other than Commissioners) conferred by the Commissioners.

Section 9. **Confidential Information.**

9.1 No Representative shall, except in the ordinary course of his/her assigned duties, or without prior formal authorization, disclose any confidential information concerning any other Representative, any tenant, lessor, contractor, or any other person, or any property or affairs of the Authority unless otherwise required by law.

9.2 Whether or not it shall involve disclosure, no Representative shall use or permit the use of any such confidential information to advance the financial or personal interest of himself or herself or any other person.

Section 10. **Determination of Conflict of Interest.**

10.1 A determination that a conflict of interest exists shall be made:

10.1.1 By the Commissioners by majority vote of a quorum consisting of Commissioners not at the time parties to the proceeding;

10.1.2 If a quorum cannot be obtained under paragraph 10.1.1, by a majority vote of a committee duly designated by the Commissioners consisting solely of two or more Commissioners not at the time parties to the proceeding. However, Commissioners who are parties to the proceeding may participate in designation of the committee;

10.1.3 By special legal counsel selected by the Commissioners or its committee in the manner prescribed in Paragraphs 10.1.1 or 10.1.2 or, if a quorum of the Commissioners cannot be obtained under Paragraph 10.1.1 and a committee cannot be designated under Paragraph 10.1.2, the special legal counsel shall be selected by a majority vote of the Commissioners, including Commissioners who are parties to the proceeding.

Section 11. **Advisory Opinions**. Upon the written request of the Representative concerned, the Commissioners or specially appointed legal counsel shall render a written advisory opinion based upon the provisions of this Article.

Section 12. **Sanctions**. In the event that the Commissioners or specially appointed legal counsel shall make a determination that the conduct of any Representative was improper, the Commissioners may, based upon their written findings, conclusions, and determinations, institute appropriate action for censure, suspension, or, in the case of a Commissioner, recommendation to

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the Mayor of the City of Portland f or the removal from office of the Commissioner. Additionally, should the Commissioners feel such action is necessary, they may turn the matter over to appropriate counsel for legal action.

ARTICLE IX
AMENDMENTS

The Bylaws of the Authority shall be amended only with the approval of a majority of the Commissioners at a regular or a special meeting, but no such amendment shall be adopted unless at least seven days' written notice thereof has been previously given to Commissioners.

ARTICLE X
NONDISCRIMINATION

The Authority shall not discriminate in providing services, hiring employees, or otherwise, upon the basis of gender, race, creed, marital status, sexual orientation, religion, color, age, or national origin.

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2026 RESTATED BYLAWS OF

HOME FORWARD

ARTICLE I
THE AUTHORITY

Section 1. **Name of Authority**. The name of the Authority shall be "Home Forward".

Section 2. **Legal Status.** Home Forward (the "Authority") is a public corporation created under the Oregon Housing Authorities Law (ORS 456.055 to 456.235) and shall be subject to the terms of the Housing Authorities Law as in effect from time to time. In the event of any apparent conflict between the provisions of the Housing Authorities Law and these Bylaws, the provisions of the Housing Authorities Law shall prevail.

Section 3. **Seal of Authority.** The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority.

Section 4. **Powers of the Authority.** The powers of the Authority shall be vested in the Commissioners thereof in office from time to time.

Section 5. **Office of the Authority.** The offices of the Authority shall be at such location in the City of Portland, State of Oregon, as the Commissioners may from time to time determine, but the Authority may transact its business at such other places as the Commissioners may designate from time to time.

ARTICLE II
COMMISSIONERS

Section 1. **Powers.** All corporate powers shall be exercised by or under the authority of, and the affairs of the Authority managed under the direction of, a commission appointed in accordance with the provisions of ORS 456.095.

Section 2. **Term of Office.** Commissioners shall be appointed to the Board for a term of office of four years, except that all vacancies shall be filled for the unexpired term. Commissioners may, if reappointed at the discretion of the governing body, serve any number of consecutive terms.

Section 3. **Standard of Care.** A Commissioner shall discharge the Commissioner's duty with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character.

Section 3.1 **Attendance.** A Commissioner who has three or more unexcused absences during a rolling twelve-month period must meet with the Chair upon the Chair's request.

If further unexcused absences occur within the subsequent rolling twelve-month period, the Chair and Vice Chair may arrange a meeting to discuss with the designated governing body or appointing authority the possibility of removal due to neglect of duty under Article II, Section 6. An absence is deemed excused where a Commissioner calls, texts, or emails notice of the absence to a designated Home Forward staff member.

Section 3.2 **__Leave of Absence__.** In the event that a Commissioner intends to be away from Multnomah County and will be unable to attend regular meetings, or will be otherwise unable to attend regular meetings and work sessions of the Board of Commissioners, for a term of three or more months, the Commissioner must provide notice by letter to the Chair informing of the reason and duration. A copy of the letter shall be sent, or forwarded, to the appointing authority as well. Whether such extended absence constitutes neglect of duty pursuant to Article II, Section 6 is to be determined according to the individual circumstances of the Commissioner's extended absence.

Section 4. **__Vacancies__.** A vacancy in the Board shall exist upon the death, incapacitation, resignation, or removal of any Commissioner. The vacancy in the Board shall be filled in the same manner as the original appointment of a Commissioner who has died, become incapacitated, resigned, or been removed. All vacancies shall be filled for the unexpired term of a Commissioner who has died, resigned, become incapacitated, or been removed.

Section 5. **__Resignation__.** A Commissioner may resign at any time by delivering written notice to the Chair. A resignation is effective when delivered unless the notice specifies a later effective date. Once delivered, the notice of resignation is irrevocable unless revocation is permitted by the Board.

Section 6. **__Removal__.** A Commissioner may be removed by the appointing authority for the Commissioner for inefficiency or neglect of duty or misconduct in office. The Commissioner shall not be removed until after the Commissioner has been given a copy of the charges against the Commissioner at least 10 days prior to the hearing thereon and had an opportunity to be heard in person or by counsel. In the event of the removal of any Commissioner, a record of the proceedings, together with the charges and findings thereon, shall be filed in the Office of the Clerk for each city and county in the Authority.

Section 7. **__Compensation__.** A Commissioner shall receive no compensation for services, but shall be entitled to the payment or reimbursement of expenses, including travel expenses, in the discharge of the duties of the Commissioner, in accordance with standards and procedures adopted from time to time by the Authority.

ARTICLE III
__OFFICERS__

Section 1. **__Officers__**. The officers of the Authority shall be a chairperson (hereinafter the "Chair"), one or two vice-chairs as provided in Section 3. below (hereinafter the "Vice-Chair" or "Vice-Chairs"), a Secretary, a Treasurer, and, from time to time, a Chair Emeritus.

Section 2. <u>Chair</u>.

2.1 The Chair is empowered and shall preside at all meetings of the Commissioners; preserve order; decide all questions of order according to parliamentary rules; appoint all committees; except as otherwise authorized or directed by the Commissioners, sign all contracts, deeds, and other instruments made by the Authority; submit such recommendations and information as may be considered pertinent to the Commissioners for consideration; and serve as a spokesperson on behalf of the Authority.

2.2 The Chair shall exercise general supervision over the Executive Director; negotiate terms of an employment agreement; act on behalf of the Authority in enforcing terms and conditions of the agreement including termination thereof; review and evaluate the employment-related performance of the Executive Director; and negotiate any changes in length of service, compensation or other contract matters. In carrying out this sub-section, the chair will consult with the Executive Committee in the absence of exigent circumstances. The chair will provide a briefing to the Executive Committee after any negotiation, enforcement, review, evaluation, or contractual change under this sub-section.

Section 3. <u>Vice-Chairs</u>.

3.1 One Vice-Chair shall be elected biennially in accordance with Section 8 below. The Commissioners may determine, at any time, to create a second office of Vice-Chair and elect a Commissioner to that position. The Commissioners may refer the election of a second Vice-Chair to the procedures for nomination established pursuant to Section 2.3 of Article V. Unless otherwise established by the Commissioners, there will be no distinction in rank or position between two Co-Vice-Chairs.

3.2 At any time that only one Vice-Chair is serving as such, that individual shall perform the duties of the Chair in the absence or incapacity of the Chair and in the case of the resignation or death of the Chair, the Vice-Chair shall perform such duties as are imposed on the Chair until such time as the Authority shall select a new Chair.

3.3 In the event there are two Vice-Chairs, the Chair may, verbally or by written designation, appoint a Vice-Chair to act on the Chair'sbehalf in the absence of the Chair and the Chair may, in his/her absence, divide the Chair's duties between the Vice-Chairs. In the absence of such designation, it shall be made by the Commissioners. In the case of the resignation or death of the Chair, either Vice-Chair may perform such duties as are imposed on the Chair until such time as the Authority shall select a new Chair.

Section 4. <u>Secretary (Executive Director)</u>. The Executive Director shall be the Secretary of the Authority. As Secretary, he/she shall be responsible for keeping correct records of the meetings of the Commissioners; supervise the preservation of all records of the Authority; and be responsible for all funds of the Authority. The Executive Director may be assigned additional or different titles as approved by the Board (e.g., Chief Executive Officer or Chief Executive Officer and Executive Director).

Section 5. **Treasurer**. The Treasurer shall consult with the Executive Director on financial matters pertaining to the Authority and the administration of its funds; shall serve as the direct liaison between the Commissioners and the Executive Director on financial issues; shall review and assist in presentations to the Commissioners concerning the financial aspects of the Authority; and shall cause reports to be made to the Commissioners at the times and in the form determined by the Commissioners. The Treasurer shall not, personally, audit, or be responsible for, or in any manner supervise any certified audit of the Authority which will be conducted not less often than annually in accordance with Section 3 of Article VII. The Treasurer may rely on all reports and computations presented to him/her and will not be responsible for any investigation thereof. The Commissioner elected to the position of Treasurer shall have no greater fiduciary duty to the Authority than any other Commissioner, and the Board shall limit his/her duties accordingly. In accordance with Article V, Section 2.2 of these Bylaws, the Treasurer shall be the presiding officer of the Audit and Finance Committee.

Section 6. **Chair Emeritus**. The immediate past Chair of the Authority shall be the Chair Emeritus. In the event the immediate past chair does not remain on the Board, or does not wish to hold the title of Chair Emeritus, a past Chair who remains on the Board of Commissioners may hold the title of Chair Emeritus at the Chair's full discretion. The Chair Emeritus shall provide guidance to the Chair, Executive Committee, and Commissioners, as appropriate. The Chair Emeritus will be a voting member of the Board unless his/her appointment as a Commissioner has expired and a successor has been appointed and qualified.

Section 7. **Additional Duties**. The officers of the Authority shall perform such other duties and functions as may from time to time be required by the Commissioners or by the Bylaws or rules and regulations of the Authority.

Section 8. **Election, Appointment, and Term**. The Chair, not less than one Vice-Chair, and Treasurer shall be elected by the Commissioners from among their members at their first regular meeting in October of each year in which an elected officer's term is set to expire. Elected officers shall assume office on January 1 of the next following year and shall hold office for two years or until their successors are elected and qualified. Elected officers may be re-elected for one or more subsequent term as provided below.

8.1 A Commissioner elected as Chair may be re-elected for one subsequent two-year term, or one or two subsequent one-year terms, but may serve for no more than four consecutive years. After a Commissioner has concluded his/her two-, three-, or four-year term as Chair and moves to another position on the Board, that Commissioner may not be re-elected to Chair irrespective of whether he/she held the position for two, three, or four years.

8.2 A Commissioner elected as Vice-Chair may be re-elected for one subsequent two-year term but may serve for no more than four consecutive years. After a Commissioner has concluded his/her two- or four-year term as Vice-Chair and moves to another position on the Board, that Commissioner may not be re-elected to Vice-Chair irrespective of whether he/she held the position for two, three, or four years.

8.3 A Commissioner elected as Treasurer may be re-elected for one or two subsequent two-year terms but may not serve consecutively for more than six years. After a Commissioner has concluded his/her two-, four-, or six-year term as Treasurer and moves to another position on the Board, that Commissioner may be subsequently re-elected to Treasurer.

8.4 The Chair Emeritus shall serve for one year and, upon agreement with the Chair pursuant to the requirements set forth in Article III, Section 6, for additional one-year increments not to exceed a total of four consecutive years.

Section 9. Vacancies.

9.1 Should the offices of Chair, Vice-Chair, or Treasurer become vacant, the Commissioners shall elect a successor from their membership at the next regular meeting, and such election shall be for the unexpired term of said office. When the office of Secretary becomes vacant, the Commissioners shall appoint a successor.

9.2 In extenuating circumstances, the Chair Emeritus may be elected to a vacant office and may be elected for a period shorter than the unexpired term of said office. The Chair Emeritus may not be elected to the vacant office if the Chair Emeritus' appointment as a Commissioner has expired and a successor has been appointed and qualified, or if the Chair Emeritus is time-barred from such office under the requirements set forth in Article III, Section 8.

Section 10. Assistant Officers. The Commissioners may, by resolution, authorize from among the personnel or Commissioners such deputy or assistant officers as they deem to be in the best interest of the Authority, with such terms and duties as the Commissioners may prescribe.

ARTICLE IV
MEETINGS

Section 1. Regular Meetings. The regular meetings of the Commissioners shall be held monthly, at such date and time as may be set from time to time by the Commissioners, at the principal offices of the Authority, 135 SW Ash Street, Portland, Oregon, or at such other place as may be designated by the Chair or the Secretary, including by telephone or other electronic means, in accordance with ORS 192.630 and ORS 192.670. In the event the Chair determines that there is no need for a regular meeting or the business of the Authority may best be accomplished at a special meeting or meetings, or must be addressed at an emergency meeting, he/she may cancel any regular meeting. No notice of cancellation of a regular meeting is required unless notice of its being held has been given.

Section 2. Annual Meeting. The Annual Meeting of the Authority shall be held in January of each year, at the regular meeting date, time, and place of the Authority, or at any other such date, time, or place as may be designated by the Chair or Secretary, including by telephone or other electronic means,. In the event the January regular meeting is canceled, the Annual Meeting shall be held no later than the last day of February.

Section 3. **Special Meetings**. The Chair, either Vice-Chair, or Secretary may, when any of them deem it expedient, and shall upon the written request of two Commissioners, call a special meeting of the Commissioners to be held at such time and place, including by telephone or other electronic means as the person or persons calling the meeting shall appoint for the purpose of transacting any business designated. The Chair, either Vice Chair, or Secretary, may call an emergency meeting of the Commissioners or, upon the written request of two Commissioners, shall call an emergency meeting of the Commissioners in the event of an actual emergency necessitating immediate action, to be held at such time and place, including by telephone or other electronic means, as the person calling the meeting shall appoint for the limited purpose of addressing the emergency.

Section 4. **Notice**. The Secretary, or such other person as the Chair may appoint, shall give notice in writing of all Annual and Regular meetings, by delivering a copy of the notice to each Commissioner, by emailing the notice to each Commissioner at the email address each of them has designated, or by mailing such notice to each Commissioner at the Commissioner's business or home address, at least 48 hours prior to such meeting except in cases of Special Meetings, when notice shall be provided at least 24 hours prior to such meetings, or in cases of actual emergency, when notice shall be in such time and manner as is appropriate to the circumstances, typically by telephonic notice. The notice shall state generally the nature of the business intended to be considered through the publication of an agenda or similarly; provided however, that any business may be considered at any duly called meeting notwithstanding the lack of notice of such business. Any person or organization (including, but not limited to, the public media), who desires to be notified of the meetings of the Authority may register with the Secretary who shall provide notices to such individuals and organizations in the manner and time provided for notice to the Commissioners. The Secretary may, from time to time, at his/her discretion, require the re-registration of any such persons desiring notice.

Section 5. **Quorum**. A majority of the then-appointed Commissioners of the Authority shall constitute a quorum for the purpose of conducting the business and exercising the powers of the Authority and for all other purposes, but a smaller number may adjourn from time to time until a quorum is obtained. When a quorum is in attendance, action may be taken by the Commissioners upon a vote of a majority of the Commissioners present.

Section 6. **Manner of Voting**. The voting on all questions coming before the Board of Commissioners shall be by voice vote. All action of the Commissioners shall be deemed to have been taken unanimously by all Commissioners present unless a Commissioner notes that he/she is abstaining or voting in opposition to the majority as determined by the presiding officer, in which event the ayes and nays shall be entered upon the minutes of such meeting with respect to such matter.

Section 7. **Authority Business**. All business of the Authority shall be conducted by the adoption of a resolution, the approval of a staff or Commissioner report, or passage of a motion of a Commissioner. All resolutions and reports shall be in writing and a copy of each report and resolution must be submitted prior to adoption or approval to each of the Commissioners present at the meeting considering adoption or approval. Adopted reports and resolutions shall be included in the minutes of the Authority. Meetings will be conducted in accordance with “Robert's Rules of Order” as modified by the Commissioners.

Section 8. **Minutes**. The Secretary shall be responsible for the taking of written minutes of all meetings of the Commissioners. Neither a full transcript nor a recording of the meeting is required, but the written minutes must give a true reflection of the matters discussed at the meeting and the views of the participants. All minutes shall be available to the public upon request within a reasonable time after the meeting, and shall include at least the following information:

8.1 All Commissioners present;

8.2 All motions and resolutions proposed and their disposition;

8.3 The results of all votes and the vote of each Commissioner by name;

8.4 A summary of any discussion on any matter; and

8.5 Except as permitted by law, a reference to any document discussed at the meeting.

The Secretary shall, in addition, for all emergency meetings, include the time and manner of notice given, a description of the actual emergency, and the reason why the meeting could not be delayed to allow 24 hours’ notice.

Section 9. **Public Meetings Law**. All meetings of the Board of Commissioners shall be open to the public in the manner and to the extent provided in the Oregon Public Meetings Law (ORS 192.610 to 192.690) as in effect from time to time. Executive sessions may be held for the purposes and subject to the procedures set forth in the Oregon Public Meetings Law. Minutes of meetings and executive sessions shall be kept in compliance with the provisions of the Oregon Public Meetings Law.

Section 10. **Telephonic or Electronic Meetings.** Any action required to be taken at a meeting of the Commissioners, or any action which may be held through the use of telephone or other electronic means, must otherwise be convened and conducted in accordance with these Bylaws. Each participant must be able to simultaneously communicate with each other participant.

ARTICLE V
COMMITTEES

Section 1. **Committees Generally.**

1.1 **Designation**. The Chair may designate committees of the Authority and, subject to the provisions of this Article V, shall designate the size, composition, duties, organization, administration, and duration of such committees.

1.2 Composition. Any committee may be composed of Commissioners, staff, or any other persons. In the event of vacancies in the Commission, the Chair may temporarily modify the composition of any Committee, notwithstanding specific Committee size and composition provisions in this Article V.

1.3 Limitations. In the event a committee is authorized to act on behalf of the Board of Commissioners, the committee shall so act only if a majority of the Commissioners so appointed approve such action. No committee shall exercise the power of the Authority to amend or repeal the Bylaws, rules, or regulations of this Authority; or to select the Chair, Vice-Chairs, or Executive Director of the Authority.

Section 2. Standing Committees. The Authority shall have the following standing committees:

2.1 Executive Committee. The Executive Committee shall be composed of the elected Officers of the Authority. When only one Vice-Chair is serving, the Chair shall appoint a fourth Commissioner to the Executive Committee. The Chair Emeritus may be selected as the fourth member of the Executive Committee. The Committee will be the primary liaison between the Board and the Executive Director. The Executive Committee will review matters that the Executive Director intends to present or has presented to the meetings of the Board. The Executive Committee shall consult with other committees with respect to the matters those committees have reviewed. Unless specifically authorized by the Board, the Executive Committee will take no action that is binding upon the Authority. The Chair of the Authority shall be the presiding officer of the Executive Committee.

2.2 Audit and Finance Committee. The Audit and Finance Committee shall, on a regular basis, review the operating statements and the financial operations of the Authority. The Committee shall appoint an outside firm to perform the annual audit of the Authority and shall receive the annual certified audit of the Authority's operations prior to its presentation to the Board. The Audit and Finance Committee may require, and shall review, the Authority's internal audits. The Audit and Finance Committee shall be composed of not fewer than three Commissioners, including the Treasurer who shall be its presiding officer. The Chair may appoint additional members from Home Forward's staff, with the approval of the Executive Director, and volunteers from the community with financial experience.

2.3 Nominating Committee. The Executive Committee shall serve as the Nominating Committee.

2.4 The Real Estate and Development Committee. The Chair shall, annually, appoint one Commissioner to preside and no fewer than two additional Commissioners to serve on the Real Estate and Development Committee. The Chair may also appoint one community member to serve on the Real Estate and Development Committee. The Real Estate and Development Committee shall review proposals of the officers and staff of the Authority for acquisition, disposition, rental, construction, rehabilitation, maintenance and management of the housing developments and facilities of the Authority.

ARTICLE VI
INDEMNIFICATION OF COMMISSIONERS, OFFICERS, EMPLOYEES, AND AGENTS

Section 1. **Authority to Indemnify Representatives**.

1.1 Except as provided in Paragraph 1.3, the Authority may indemnify an individual made a party to a proceeding because the individual is or was a Commissioner, officer, employee, or agent of the Authority (a "Representative") against liability incurred in the proceeding unless:

1.1.1 The conduct of the Representative was outside the scope of his/her official duties;

1.1.2 The Representative's conduct constituted malfeasance in office; or

1.1.3 The Representative's conduct constituted a willful or wanton neglect of duty.

1.2 The termination of a proceeding of judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the Representative did not meet the standard of conduct described in this section.

1.3 The Authority may not indemnify a Representative under this section:

1.3.1 In connection with a proceeding by or in the right of the Authority in which the Representative was adjudged liable to the Authority; or

1.3.2 In connection with any other proceeding charging improper personal benefit to the Representative in which the Representative was adjudged liable on the basis that personal benefit was improperly received by the Representative.

1.4 Indemnification permitted under this Section in connection with a proceeding by or in the right of the Authority is limited to reasonable expenses incurred in connection with the proceeding.

Section 2. Mandatory Indemnification. The Authority shall indemnify a Representative who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the Representative was a party because of being a Representative of the Authority against reasonable expenses incurred by the Representative in connection with the proceeding.

Section 3. **Advance for Expenses.**

3.1 The Authority may pay for or reimburse the reasonable expense s incurred by a Representative who is a party to a proceeding in advance of final disposition of the proceeding if:

3.1.1 The Representative furnishes the Authority a written affirmation of the Commissioner's, officer's, employee's, or agent's good faith belief that the Representative has met the standard of conduct described in Section 1; and

3.1.2 The Representative furnishes the Authority a written undertaking, executed personally or on the Representative's behalf, to repay the advance if it is ultimately determined that the Representative did not meet the standard of conduct.

3.2 The undertaking required by Paragraph 3.1.2 must be an unlimited general obligation of the Representative but need not be secured and may be accepted without reference to financial ability to make repayment.

3.3 Any authorization of payments under this Section may be made by resolution of the Commissioners or by contract.

Section 4. <u>Determination and Authority of Indemnification</u>.

4.1 The Authority may not indemnify a Representative under Section unless authorized in the specific case after a determination has been made that indemnification of the Representative is permissible in the circumstances because the Representative has met the standard of conduct set forth in Section 1.

4.2 A determination that indemnification of a Representative is permissible shall be made:

4.2.1 By the Commissioners by majority vote of a quorum consisting of Commissioners not at the time parties to the proceeding;

4.2.2 If a quorum cannot be obtained under Paragraph 4.2.1, by a majority vote of a committee duly designated by the Commissioners consisting solely of two or more Commissioners not at the time parties to the proceeding. However, Commissioners who are parties to the proceeding may participate in designation of the committee;

4.2.3 By special legal counsel selected by the Commissioners or their committee in the manner prescribed in Paragraphs 4.2.1 or 4.2.2 or, if a quorum of the Commissioners cannot be obtained under Paragraph 4.2.1 and a committee cannot be designated under Paragraph 4.2.2, the special legal counsel shall be selected by a majority vote of the Commissioners, including Commissioners who are parties to the proceeding.

4.3 Authorization of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those entitled under Paragraph 4.2.3 to select counsel.

Section 5. Insurance. The Authority may purchase and maintain insurance on behalf of a Representative against liability asserted against or incurred by the Representative who is or was a Representative of the Authority or who, while a Representative, is or was serving at the request of the Authority as a director, officer, partner, trustee, employee, or agent of a partnership, joint venture, employee benefit plan, or other enterprise. The Authority may purchase and maintain the insurance even if the Authority has no power to indemnify the Representative against the same liability under Section 1.

Section 6. Application of Article VI.

6.1 The indemnification and provisions for advancement of expenses provided by this Article VI shall not be deemed exclusive of any other rights to which Representatives may be entitled under any agreement, general or specific action of its Commissioners, or otherwise, and shall continue as to a person who has ceased to be a Representative and shall inure to the benefit of the heirs, executors, and administrators of such a person. Specifically and not by way of limitation, the Authority shall have the power to make or agree to make any further indemnification, including advancement of expenses, of:

6.1.1 Any Representative whose agreement for such was approved, adopted, or ratified, before or after such indemnification or agreement is made; and

6.1.2 Any officer, employee, or agent who is not an officer, employee, or agent as authorized by general or specific action of the Commissioners or by agreement.

6.2 This article does not limit the Authority's power to pay or reimburse expenses incurred by a Commissioner in connection with the Commissioner's appearance as a witness in a proceeding at the time when the Commissioner has not been made a named defendant or respondent to a proceeding.

ARTICLE VII
MANAGEMENT

Section 1. Fiscal Year. The fiscal year of the Authority shall begin on the first day of January of every year. The commencement date of the fiscal year herein established shall be subject to change by the Commissioners.

Section 2. Books and Accounts. Books and accounts of the Authority shall be kept under the direction of the Secretary and in accordance with systems approved by the Commissioners.

Section 3. **Auditing**. At the close of each fiscal year, the books and records of the Authority shall be audited by a certified public accountant selected by the Commissioners whose report will be prepared and certified.

Section 4. **Execution of Corporate Documents**. The Chair and the Secretary (the latter acting in his/her capacity as Executive Director or any other title approved by the Board of Commissioners pursuant to Article III, Section 4), are authorized to execute all notes and contracts authorized by the Board of Commissioners. With the prior authorization of the Commissioners, notes, checks, and contracts may be executed by other designated persons.

Section 5. **Personnel**. The Authority may, from time to time, employ and compensate such personnel as the Commissioners deem necessary to exercise their powers, duties, and functions as prescribed by the Housing Authorities Law and all other laws of the State of Oregon and the United States applicable thereto. Except for the Executive Director, the selection of all personnel shall be the responsibility of the Executive Director.

ARTICLE VIII
CONFLICT OF INTEREST

Section 1. **Contracts**.

1.1 Neither the Authority nor any of its contractors or their subcontractors may enter into any contract, subcontract, or arrangement in connection with any project of this Authority in which any of the following classes of people has an interest, direct or indirect, during his/her tenure or for one year thereafter:

1.1.1 Any present or former Commissioner, or any relative thereof. There shall be excepted from this prohibition any present or former tenant Commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policy-making position with a resident corporation, the Authority or a business entity.

1.1.2 Any employee or agent of the Authority, or any relative of an employee or agent.

1.1.3 Any public official, member of the Portland, Gresham, or Multnomah County governing bodies or Oregon State legislator, or any relative of such individual, who exercises functions or responsibilities with respect to any project(s) or the Authority.

1.2 Any member of these classes of persons must disclose the member's interest or prospective interest to the Authority and, as to federally funded projects, the Department of Housing and Urban Development.

1.3 The requirements of Paragraph 1.1 may be waived by the Department of Housing and Urban Development for good cause. No person for whom a waiver is requested may exercise responsibilities or functions with respect to the contract to which the waiver pertains.

1.4 The provisions of this Section 1 shall not apply to the General. Depository Agreement entered into with an institution regulated by a Federal agency, or to utility service for which the rates are fixed or controlled by the State or local agency.

1.5 Nothing in this section shall prohibit a tenant of the Authority from serving as a Commissioner.

Section 2. **Employment**.

2.1 The Authority may not hire an employee if the prospective employee is a relative of any person belonging to one of the following classes:

2.1.1 Any present or former Commissioner. There shall be excepted from this prohibition any former tenant Commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policy-making position with the Authority.

2.1.2 Any employee of the Authority who formulates policy or who influences decisions with respect to project(s).

2.1.3 Any public official, member of the Portland, Gresham, or Multnomah County governing body, or Oregon State legislator who exercises functions or responsibilities with respect to any project(s) or the Authority.

2.2 The prohibition referred to in Paragraph 2.1 shall remain in effect throughout the class member's tenure and for one year thereafter.

2.3 The class member shall disclose to the Authority and as to federally funded projects, the Department of Housing and Urban Development, the member's familial relationship to the prospective employee.

2.4 The requirements of this subsection 2 may be waived by the Commissioners for good cause.

Section 3. **Definitions**. For purposes of Sections 1 and 2, the term "relative" means(whether related as a full blood relative, or as a "half" or "step" relative, e.g., a half-brother of stepchild): parents, parents-in-law, and stepparents; spouses and domestic partners; children and stepchildren; siblings, siblings-in-law, stepsiblings, and half siblings; grandparents, step grandparents, and grandparents-in-law; any individual to whom the Employee, Committee member, or Commissioner has a legal support obligation such as child support or spousal support; any individual who is covered by the Employee's, Council member's, or Commissioner's employer-provided benefits; and any individual who covers the Employee, Council member, or Commissioner on their own employer-provided benefits.

Section 4. **Impartiality**. No Commissioner, officer, employee, or agent ("Representative") shall grant or make available to any person any consideration, treatment, advantage, or favor beyond that which it is the general practice to grant or make available to all members of the public similarly entitled thereto.

Section 5. **Use of Public Property**. No Representative shall request, use, or permit the use of any publicly owned or publicly supplied property, vehicles, equipment, material, labor, or service for the personal convenience or the private advantage of himself/herself or of any other person. This provision shall not be deemed to prohibit any Representative from requesting, using, or permitting the use of such publicly owned and publicly supplied property, vehicles, equipment, material, labor, and service which it is the general practice to make available to the public at large or which are provided as a matter of stated public policy for the use of Representatives in the conduct of official business.

Section 6. **Personal Privilege**. No Representative shall request or use any privilege or advantage derived from his/her employment by, or appointment to, the Authority that has not been authorized, specifically or by reasonable implication, by the Commissioners. Any question respecting such authorization shall be determined by the Commissioners prior to the exercise of such privilege or advantage.

Section 7. **Representation of Private Persons**. No Representative shall appear on behalf of any private person other than himself or herself before the Authority.

Section 8. **Gifts and Favors**. No Representative shall give or accept any gift whether in the form of money, thing, favor, loan, or promise, that would not be offered or given to or by him/her, if he/she were not a Representative. Excepted are gifts of nominal value given or received as tokens of appreciation and gifts to officers or employees (other than Commissioners) conferred by the Commissioners.

Section 9. **Confidential Information.**

9.1 No Representative shall, except in the ordinary course of his/her assigned duties, or without prior formal authorization, disclose any confidential information concerning any other Representative, any tenant, lessor, contractor, or any other person, or any property or affairs of the Authority unless otherwise required by law.

9.2 Whether or not it shall involve disclosure, no Representative shall use or permit the use of any such confidential information to advance the financial or personal interest of himself or herself or any other person.

Section 10. **Determination of Conflict of Interest.**

10.1 A determination that a conflict of interest exists shall be made:

10.1.1 By the Commissioners by majority vote of a quorum consisting of Commissioners not at the time parties to the proceeding;

10.1.2 If a quorum cannot be obtained under paragraph 10.1.1, by a majority vote of a committee duly designated by the Commissioners consisting solely of two or more Commissioners not at the time parties to the proceeding. However, Commissioners who are parties to the proceeding may participate in designation of the committee;

10.1.3 By special legal counsel selected by the Commissioners or its committee in the manner prescribed in Paragraphs 10.1.1 or 10.1.2 or, if a quorum of the Commissioners cannot be obtained under Paragraph 10.1.1 and a committee cannot be designated under Paragraph 10.1.2, the special legal counsel shall be selected by a majority vote of the Commissioners, including Commissioners who are parties to the proceeding.

Section 11. **Advisory Opinions**. Upon the written request of the Representative concerned, the Commissioners or specially appointed legal counsel shall render a written advisory opinion based upon the provisions of this Article.

Section 12. **Sanctions**. In the event that the Commissioners or specially appointed legal counsel shall make a determination that the conduct of any Representative was improper, the Commissioners may, based upon their written findings, conclusions, and determinations, institute appropriate action for censure, suspension, or, in the case of a Commissioner, recommendation to the Mayor of the City of Portland f or the removal from office of the Commissioner. Additionally, should the Commissioners feel such action is necessary, they may turn the matter over to appropriate counsel for legal action.

ARTICLE IX
AMENDMENTS

The Bylaws of the Authority shall be amended only with the approval of a majority of the Commissioners at a regular or a special meeting, but no such amendment shall be adopted unless at least seven days' written notice thereof has been previously given to Commissioners.

ARTICLE X
NONDISCRIMINATION

The Authority shall not discriminate in providing services, hiring employees, or otherwise, upon the basis of gender, race, creed, marital status, sexual orientation, religion, color, age, or national origin.

STAFF REPORTS

Procurement & Contracts Department
MONTHLY CONTRACT REPORT
Contracts Approved 05/01/26 - 06/30/26

PUBLIC IMPROVEMENT
(CONSTRUCTION & MAINTENANCE SERVICES)

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C3894		Prime Legacy	$106,980.50	Emergency rehab of multiple units at Townhouse Terrace	Property Management	5/13/2026	5/30/2026
C3868		EV United	$54,768.00	EV charger install at Sellwood Center	IFS	5/18/2026	12/31/2026
C3916		Get It Done	$51,196.81	Hattie Redmond rebuild	Property mgmt	5/19/2026	8/31/2026
C3919		Benjamin Edward Gloss (Ben Gloss Construction)	$14,250.00	Bid to repair trash enclosure @ 6552 SW 19th Ave. Includes 15% owner contingency to cover unforeseen situations that may arise.	Asset mgmt	5/19/2026	9/30/2026
C3921		Prime Legacy	$45,765.50	Restore mold damaged units at Humboldt Gardens	Property Management	6/8/2026	6/30/2026
Subtotal			**$272,960.81**				**5**

GOODS & SERVICES

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C3877		IAMSPS	$54,000.00	Medallion/Williams security	Property Management	5/4/2026	4/14/2027
C3903		MercuryPDX	$25,000.00	All HF mail courier services	IFS	5/6/2026	4/30/2030
C3904		Graffiti Removal Services	$5,997.00	Graffiti removal and wax coating at NMW	IFS	5/6/2026	8/1/2026
C3906		Town & Country Glass	$560.00	Broken door glass replacement at Richmond Place (item purchase only)	Asset Mgmt	5/7/2026	8/31/2026
C3905		Cosco Fire Protection Inc	$2,899.00	Sellwood center: Recalibrate flow switch and retest pre-action in main office	Property Management	5/8/2026	8/31/2026
C3907		MJ General Contractor LLC	$2,500.00	Paint over graffiti on Taylor House	Asset Mgmt	5/11/2026	5/31/2026
C3887		MercuryPDX	$25,000.00	Mail courier services at NMW	IFS	5/12/2026	4/30/2030
C3892		Budget Blinds	$38,975.00	Window blinds purchase only at Sequoia Square	DCR	5/12/2026	8/3/2026
C3912		tindel	$1,850.00	Holgate House painting maintnenace	Property mgmt	5/14/2026	8/31/2026

C3859		Point Monitor	$5,000.00	Fire alarm Monitoring for 5 years ($720/yr) plus cushion for potetntial repairs at Nathaniel's way apts Vendor paper	Property Management	5/18/2026	4/5/2030
C3866		EV United	$62,736.00	EV charger install at Williams Plaza	IFS	5/18/2026	12/31/2026
C3867		EV United	$77,088.00	EV charger install at Rockwood Landing	IFS	5/18/2026	12/31/2026
C3918		Chargepoint	$17,220.00	Cut resistant EV charger cables	IFS	5/18/2026	8/1/2026
C3888		United Fire	$15,000.00	On-call fire safety services	IFS	5/22/2026	3/31/2028
C3908		RP Painting	$720.00	Drywall cutting and patching in multiple units at HWE to find leak	Property Management	5/22/2026	5/8/2026
C3909		Rodda-Miller	$250,000.00	Antimicrobial Paint Supply	IFS	5/29/2026	5/10/2031
C3924		Harder Mechanical Contractors	$3,295.83	Replacing venitlator motors, transformer, thermostat in unit at HWE	Property Management	6/3/2026	6/30/2026
C3930		Carbonell Cleaning Solutions	$5,880.00	Holgate house vacate cleaning	Property Management	6/3/2026	8/31/2026
C3929		Pacific Entrance LLC	$3,978.40	Magnetic Lock Installation at BCC	Property Management	6/8/2026	6/30/2026
C3923		Carbonell Cleaning Solutions	$121,533.36	Landscaping at Alderwood, Madrona, Eastwood Court, Fir Acres, and Stark Manor	Property Management	6/11/2026	5/31/2028
C3927		Sung Kokko Photography	$1,000.00	Photography services	Executive	6/12/2026	12/31/2026
C3936		Carbonell Cleaning Solutions LLC	$65,520.00	Bud Clark Commons daily building cleaning for 1 year	Property Mgmt	6/18/2026	7/31/2027
C3939		Valley Shades Inc.	$765.00	Furnish and install 2 roller shades	DCR	6/23/2026	7/10/2026
C3944		Cosco Fire Protection Inc	$2,209.00	Life safety system at Hollywood East	Property Management	6/23/2026	7/31/2026
C3949		Environmental Works	$4,925.00	Install Radon Mitigation System for Bike Room	Property Management	6/26/2026	7/26/2026
C3947		Professional Minotirty Group	$3,711.00	Holgate House abatement unit #416	Property Management	6/29/2026	9/30/2026
Subtotal			**$797,362.59**				**26**

PERSONAL SERVICE CONTRACTS

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C3890		Oregon Restoration Co	$1,280.00	32 attic inspections at Sequoia Square Apartments.	DCR	5/1/2026	7/31/2026

C3896		Addie Boswell	$-	Ellington mural	Community Services	5/6/2026	8/31/2026
C3902		QED Lab	$15,000.00	Window and blower door testing at Gresham Civic Station project	DCR	5/6/2026	12/31/2027
3913		Stephen Fowler	$3,000.00	Facilitate two sessions of the Equity Team Learning Cohort	Executive	5/12/2026	8/31/2026
C3910		Barry & Associates	$2,400.00	Appraisal chataeu apts	Asset mgmt	5/14/2026	8/31/2026
C3922		Art By Cedar	$24,072.00	Peaceful villa live edge wood slabs artwork	DCR	5/22/2026	1/31/2027
C3917		Esusu	$9,000.00	Vendor paper contract: third party affiliate referral program and reporting	Community Services	6/2/2026	5/31/2027
C3931		Medicine Bear	$7,500.00	community-based youth mural	Community Services	6/8/2026	9/30/2026
Subtotal			**$62,252.00**				**8**

PROFESSIONAL SERVICE CONTRACTS (A&E)

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
Total			**$0.00**				**0**

AMENDMENTS TO EXISTING CONTRACTS

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C3331	5	Buildskape	$127,759.91	Schiller way PCO 20, 28, 7, 27,31, 34, 36, 38, 40, 41, 10	Asset Management	5/6/2026	7/30/2026
C2857	22	Bremik Construction	$51,434.00	Replacement of light poles	DCR	5/7/2026	8/7/2026
C3830	2	Squires Electric, Inc.	$525.00	Added labor to install 6 additional light fixtures	Property Management	5/18/2026	7/31/2026
C3578	2	VLMK Engineering + Design	$2,500.00	Additional structural engineering construction administration services to closeout project	DCR	5/26/2026	7/1/2026
C2418	10	Forensic Building Consultants	$-	Additional Services Requested for Construction Administration	DCR	5/29/2026	12/31/2026
C3299	4	Forensic Building Consultants	$-	Floresta Storm-Extend contract for seasonal painting and closeout.	DCR	5/29/2026	8/30/2026

C3547	3	Prime Legacy GC	$-	Additional time for painting and gutter cleaning	DCR	5/29/2026	8/30/2026
C3304	18	Baldwin General Contracting Inc	$-	Time extension for punch list	DCR	6/1/2026	12/31/2026
C3227	10	Walsh Construction Co.	$-	Additional time for closeout	Asset Mgmt	6/3/2026	7/31/2026
C3331	6	Buildskape	$-	Time extension due to trash enclosure fire	Asset Management	6/5/2026	9/30/2026
C3250	10	Holst Architects	$233,075.00	Modify ground floor to remove ELC, reprogram for residential use	DCR	6/8/2026	5/1/2029
C3251	12	Hacker Architects	$170,620.00	Multiple ASRs for design changes, permitting, consultant, and CA	DCR	6/8/2026	6/30/2027
C3486	2	Trupp HR Inc	$-	Compensation consulting; amended to extend contract	HR	6/8/2026	12/1/2026
C3743	1	Vega Civil Engineering	$5,200.00	15th/Sleret improvements, Civic Station adding design changes requested by city	DCR	6/9/2026	12/31/20207
C3754	1	Robert Half Inc.	$29,000.00	Azure Architect - creation of apps; amended to extend contract	IT	6/10/2026	9/30/2026
C3490	2	Northwest Pilot Project	$87,292.00	Revising scope and extending for 26-27 services year	Homeless Initiatives	6/15/2026	6/30/2027
C3391	1	Hawkins Delafield & Wood LLP	$-	MTW consulting - extend another year	Executive	6/16/2026	7/31/2027
C3303	10	Bremik Construction	$216,415.00	GCS CO #04	DCR	6/18/2026	6/30/2027
C3683	1	AJ's Solution Navigators	$-	On-call coaching; amended to add time	T&OD	6/18/2026	12/31/2026
C3799	1	Cascade Environmental Solutions	$374.00	Cesar radon testing	DCR	6/18/2026	6/30/2026
C3830	3	Squires Electric, Inc.	$577.50	Common area light fixture replacements at Sellwood Center	Property Management	6/18/2026	7/31/2026
C3702	1	Telesphere, Inc	$3,692.31	surface conduit and camera system controller	DCR	6/24/2026	5/1/2026
C3303	11	Bremik Construction	$2,055,409.00	GCS CO #05	DCR	6/25/2026	6/30/2027
C3501	4	Haley & Aldrich Inc.	$4,750.00	Update Phase I ESA and bank reliance letters	DCR	6/25/2026	12/31/2028
C3552	1	CSG Advisors, Inc.	$-	Closeout consulting; amended to add time	DCR	6/25/2026	6/1/2027
C3681	1	Alpha Environmental	$-	Sequoia Square Rehabilitation. Scope of work is to install active radon mitigation system; amended to extend contract	DCR	6/25/2026	6/15/2026
C3913	1	Stephen Fowler	$3,132.00	Facilitate two sessions of the Equity Team Learning Cohort; amended to add facilitations	Executive	6/26/2026	11/30/2026
C3201	3	Forensic Building Consultants	$7,200.00	Schiller way add services for trash enclosure destroyed by fire	DCR	6/29/2026	9/30/2026

C3757	1	PAW Team	$5,000.00	Animal clinics at BCC; amended to extend contract	Community Services	6/30/2026	6/30/2027
Subtotal			**$3,003,955.72**				**29**

OTHER AGREEMENTS (Revenue contracts, 3rd Party contracts, MOU's, IGA's)

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C3837		R Squared Markets & Vending Corporation	$-	Vending services at NMW	IFS	6/4/2026	1/31/2031
M3934		Kyle the Balloon Ninja	$390.00	Kyle the Balloon Ninja will make balloon animals for youth and adults at the Tamarack Resource Fair on June 25, 2026.	Community Services	6/9/2026	7/31/2026
M3935		DeVon Pouncey	$550.00	DJ for Tamarack Resource Fair	Community Services	6/9/2026	7/30/2026
M3937		Friends of Fairview Woods	$-	Volunteer habitat restoration at Fairview Woods	Community Services	6/17/2026	12/31/2026
Subtotal			**$940.00**				**4**
Total			**$4,137,471.12**				**72**

Procurement & Contracts Department
FUTURE FORMAL PROCUREMENTS
Look Ahead - July 2026

Estimated Contract Amount	Description	Dept.	Solicitation Period
$13 million	Madrona Rehab	DCR	In Progress
$500k	Goose Hollow Apts Renovations	DCR	June 2026
TBD	Agency-wide legal services	Exec	Fall 2026
$2.5 million	Garbage & Recycling Services	Property Management	Fall 2026
$1.5 million	CHSP Housekeeping & Personal Care	Community Services	TBD