



Medford City Council Meeting

Agenda

November 17, 2016

12:00 Noon AND 7:00 P.M.

**Medford City Hall, Council Chambers
411 West 8th Street, Medford, Oregon**

10. Roll Call

Presentation of Retirement Plaque

20. Approval or Correction of the Minutes of the November 3, 2016 Regular Meeting

30. Oral Requests and Communications from the Audience

Comments will be limited to 3 minutes per individual or 5 minutes if representing a group or organization. PLEASE SIGN IN.

40. Consent Calendar

50. Items Removed from Consent Calendar

60. Ordinances and Resolutions

60.1 COUNCIL BILL 2016-139 An resolution granting Rogue Disposal & Recycling, Inc., permission to subcontract with Stericycle to provide medical waste pick-up services in the City of Medford for five years.

70. Council Business

80. City Manager and Other Staff Reports

80.1 Safety Committee Recognition – Mike Snyder

80.2 Federal Highway Administration Letter of Findings – Bonnie Huard

80.3 Cooperative Assistance Agreement – Larry Masterman

80.4 Further reports from City Manager

90. Propositions and Remarks from the Mayor and Councilmembers

90.1 Proclamations issued:

Small Business Saturday – November 26, 2016

90.2 Further Council committee reports

90.3 Further remarks from Mayor and Councilmembers

100. Adjournment to the Evening Session

EVENING SESSION
7:00 P.M.

Roll Call

110. Oral Requests and Communications from the Audience

Comments will be limited to 3 minutes per individual or 5 minutes if representing a group or organization. PLEASE SIGN IN.

120. Public Hearings

Comments are limited to a total of 30 minutes for applicants and/or their representatives. You may request a 5-minute rebuttal time. Appellants and/or their representatives are limited to a total of 30 minutes and if the applicant is not the appellant they will also be allowed a total of 30 minutes. All others will be limited to 3 minutes per individual or 5 minutes if representing a group or organization. PLEASE SIGN IN.

120.1 COUNCIL BILL 2016-140 A resolution designating a portion of City-owned property near the Service Center at 821 N. Columbus Avenue as a campground under the terms of ORS 446.265.

120.2 COUNCIL BILL 2016-141 An ordinance authorizing a contract with Rogue Retreat to manage a transitional housing campground located near the Service Center, named Hope Village.

130. Ordinances and Resolutions

140. Council Business

150. Further Reports from the City Manager and Staff

160. Propositions and Remarks from the Mayor and Councilmembers

160.1 Further Council committee reports

160.2 Further remarks from Mayor and Councilmembers

170. Adjournment

RESOLUTION NO. 2016-139

A RESOLUTION granting Rogue Disposal & Recycling, Inc., permission to subcontract with Stericycle to provide medical waste pick-up services in the City of Medford for five years.

WHEREAS the current Franchise Agreement with Rogue Disposal & Recycling, Inc., does not allow for subcontracting of solid waste or recycling materials without prior written consent from the City; and

WHEREAS, Rogue Disposal & Recycling, Inc., has requested permission to subcontract with Stericycle for the pickup of medical waste in the City of Medford; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEDFORD, OREGON:

That permission for Rogue Disposal & Recycling, Inc., to subcontract with Stericycle to provide medical waste pick-up services in the City of Medford for five years, is hereby granted.

PASSED by the Council and signed by me in authentication of its passage this _____ day of _____, 2016.

ATTEST: _____
City Recorder

Mayor

Garry L. Penning
Rogue Disposal and Recycling, Inc.
One West Main
Medford, OR 97501



One West Main, Suite 401
Medford, OR 97501
541 779 4161
roguedisposal.com

October 18, 2016

Brian Sjothun
411 W. 8th St.
Medford, OR 97501

Re: Stericycle – Medical Waste

Dear Brian:

Rogue Disposal and Recycling (RDR) is negotiating a new five year contract with Stericycle to continue transporting medical waste collected in Jackson County to their disposal facilities up north.

Our Medford franchise, in Section 11.6, states, "Contractor shall not engage any subcontractors for the collection of solid waste or recyclable materials without the prior written consent of the City."

In 2011 the City approved RDR to subcontract with Stericycle for the transportation and disposal of medical waste collected in Medford. This subcontract also allowed for Stericycle to directly load Asante's medical waste containers into their vehicle. (See attached request letter and copy of Resolution No. 2111-21) This resolution had a time limit of 5 years for this activity which has currently expired.

Please accept this letter as a request for the City to approve Stericycle to continue as a subcontractor, both for using the streets of Medford and Jackson County to pick up the medical waste at Asante and from our consolidation site. RDR further requests that this resolution not have a term limit other than it would be null and void if either party terminates the contract. Please contact me if you have any questions concerning this request.

Very truly yours,

Garry L. Penning



Office of
The City Manager
citymanager@ci.medford.or.us

CITY OF MEDFORD
411 WEST 8TH STREET
MEDFORD, OREGON 97501

Telephone: (541) 774-2000
Fax: (541) 618-1700
www.ci.medford.or.us

October 26, 2016

Ms. Nichole McWhorter, Division Manager
Program Coordination and Compliance Division (HCR-20)
U.S. Department of Transportation
Federal Highway Administration
1200 New Jersey Avenue, SE
Washington, DC 20590

Ms. Jasmine Harris, Civil Rights Specialist
Oregon Division Office
U.S. Department of Transportation
Federal Highway Administration
530 Center Street NE, Suite 420
Salem, OR 97301

Re: HCR-20 DOT# 2015-0176 -- July 1, 1016 FHWA Letter of Findings
Received July 8, 2016 with extension to 120 days response by November 4, 2016

Dear Ms. McWhorter and Ms. Harris,

This is the City of Medford's response to the July 1, 2016 Letter of Findings (LOF) from the Federal Highway Administration (FHWA) regarding complaint HCR-20 DOT# 2015-0176. The purpose is to fulfill Recommendation 7 to provide to the FHWA's Oregon Division Office documentation showing how the City plans to implement the recommendations noted in the LOF. The City of Medford voluntarily agrees to the compliance remedy outlined in Recommendations 1-7 and fully intends to work collaboratively under the oversight of FHWA's Oregon Division Office as directed in the LOF, to correct the identified deficiencies.

Since the initial inquiry by FHWA, the City has continued its accessibility and ADA compliance work and strengthened its foundation in ADA expertise in preparation for substantially expanding its ADA work. The City obtained additional ADA training for its City Council and Executive Management, as well as expansive continuing training for its ADA Coordinator (including ADA Coordinator certification through the University of Missouri/Great Plains ADA Center's program, and training through National Association of ADA Coordinators). The purpose was to advance the organizational knowledge to better manage the City's accessibility work and ADA compliance.

As a foundation in policy to support of the City's expanding and updated accessibility and ADA compliance work, Medford City Council passed Resolution 2016-101 to restate and reaffirm their intent to comply with the provisions of the ADA. The City has now begun an updated process of addressing ADA Compliance across the organization to redevelop and expand the earlier ADA work of the City, as well as continue the ADA work it has been doing but under a more formalized and coordinated process, prioritized as described in the ADA.

In June 2016, the Parks and Recreation Department completed a Self-evaluation and Transition Plan for its parks and outdoor recreation facilities. The Transition Plan identified physical barriers to accessing facilities and amenities in the outdoor environment of each existing developed park, trails, and open spaces. The plan identified methods for removing those barriers, and created a prioritized schedule of implementation over a 10-year period. The **Medford Parks ADA Transition Plan** was adopted by City Council Resolution 2016-102 on August 4, 2016. The 397-page document may be viewed at this link: <http://www.ci.medford.or.us/Page.asp?NavID=4096>

The City has continued its work in the Public Right-of-way to expand accessibility, completing 188 curb ramps (new or updated ramps) as a part of street maintenance work considered alterations. This was an investment of \$ 678,000 in the last year, 39% of the total street maintenance budget.

The ADA Coordinator Office has broadened its operations and visibility. The ADA Coordinator's name and contact information is posted on bulletin boards in City buildings and on the City website (link at the bottom of this paragraph). The ADA Coordinator's office has established a dedicated ADA phone number (541-774-2074) and email address (ada@cityofmedford.org) to provide priority communication to matters of accessibility. The City Accessibility/ADA web pages continue to expand with more information, new and updated ADA procedures and request forms. The ADA Coordinator's office receives, responds to, and tracks incoming requests for concerns presented by people with disabilities. The City's ADA website is at this link: <http://www.ci.medford.or.us/SectionIndex.asp?SectionID=585>

Looking forward, the City will further expand its accessibility and ADA Compliance work with the implementation of the recommendations in FHWA's LOF. The update and expansion work is conceptualized as a three-element project. Together, these will comprise the City's self-evaluation and transition plan. The detailed methodology for implementing the FHWA recommendations is included in the action plans attached for each element.

- The **Public Works Department** will be responsible for the process of self-evaluation and transition plan development as respects the City's **Public Right-of-way**.
- The **Building Department** will be responsible for the process of self-evaluation and transition plan development as respects the City's **Existing Facilities**.
- The **ADA Coordinator** will be responsible for the process of self-evaluation and action plan development as respects the City's **Services Policies and Practices**, in addition to cooperating with each of the other project elements in their review of program access at existing facilities.

Each of the update project elements will include public input in the self-evaluation and the transition plan (or action plan) development. In anticipation of seeking the public participation and input, the City has established contacts with numerous stakeholders in the community of people with disabilities, and those who provide services to them. Documents for public comment will be made known to those contacts, posted on the City's website, and offered in alternate formats to those who need it.

The City has learned much about the depth of this update project by studying the ADA work of other entities that have completed the process. The City has evaluated the scope of its physical and operational context for the self-evaluation. For Public Right-of-way this includes approximately 500 miles of street curb lines, 5,000 intersections, and 15,000 corners. For existing buildings this includes approximately 546,000 square feet of facility structures. For Services, Policies, and Practices this includes more than a dozen operating departments for self-evaluation of all their services, programs and activities. The City has contemplated the staff resources required for the update project and the public comment timeframes that will be necessary for gathering public input at numerous points along the process. Given these circumstances, the City expects to complete the self-evaluation and transition plan within five (5) years. The things that can be changed as a matter of policy or practice will be implemented quickly. The action items requiring more research, development, and financial planning will be implemented in stages, with consistent progress and deliverable benchmarks along the way. The City would like to work collaboratively with Oregon Division Office of FHWA to review the content of the action plans and negotiate reasonable timeframes for individual actions.

As Bonnie Huard, the City's ADA Coordinator, discussed with Jasmine Harris of Oregon Division FHWA by phone on October 4, 2016, the City anticipates scheduling a conference call with Oregon Division FHWA at the earliest available time to establish our collaborative work process, and propose a quarterly progress report model. The ADA Coordinator is anticipated to be the main point of contact, with the participation of the other project leaders for each action plan. Contact information is shown on each action plan outline.

Sincerely,

Brian Sjothun
City Manager



Enclosures:

- Public Works Department Public Right-of-way ADA Action Plan
- Building Department Existing Facilities ADA Action Plan
- ADA Coordinator Services Policies and Practices Action Plan

cc: Philip A Ditzler, Division Administrator, FHWA's Oregon Division Office
James Esselman, Special Counsel, FHWA's Office of Chief Counsel (HCC-40)
Yvette Rivera, Associate Director, Equal Employment Opportunity Programs Division
Jerry C. Smith, Citizen, Medford, Oregon

Cory Crebbin, Public Works Director, City of Medford
Alex Georgevitch, Deputy Public Works Director, City of Medford
Samual Barnum, Building Director, City of Medford
Bonnie Huard, ADA Coordinator, City of Medford



**CITY OF MEDFORD
INTER-OFFICE MEMORANDUM**

TO: Brian Sjothun, City Manager
FROM: Larry Masterman, Emergency Management Coordinator
SUBJECT: Cooperative assistance
DATE: November 4, 2016

In response to your request to answer mutual assistance questions raised during the October 20 City Council meeting, I'm pleased to provide the following information. I've provided both short answers and more detail for your convenience.

To paraphrase the questions and provide short answers:

Does a cooperative assistance agreement compel us to provide resources?	No
Is the County the agency of record for the State in an emergency?	More of a conduit for coordination
Does the county have the ability to be first in line to requisition any/all equipment they deem necessary?	Ability: Yes. Preference: No
Is our equipment under County control in a disaster	Possibly limited tactical control
Do we need to ask the County for permission to use our own resources?	No
Doesn't the County have first claim to any and all of our equipment?	No

ORS 401 provides the framework for Oregon's emergency management system, and 402 provide the same for cooperative assistance agreements. All of the references below are from the 2015 editions of those statutes. I've summarized for brevity and clarity. All emphasis is mine.

The Governor and executive officers or governing bodies of the counties and cities may request and utilize the resources of the state and local governments. The officers and personnel of all local government agencies may cooperate with, and extend such services and facilities. (402.015)

The county serves as the local coordinator for political subdivisions within it, but doesn't really act as an agent of the state. In practice this means that emergency declarations, situation/status reports, and requests for assistance are directed by cities to the county. The county then coordinates the provision of resources from within the county and local sources, as well as those from neighboring counties, the state, and federal agencies.

"Cities must submit requests through the governing body of the county in which the majority of the city's property is located." (401.165(2))

Although the governor has broad powers during an emergency, including assuming complete control of all emergency operations and requiring the aid and assistance of any public agencies, those provisions are typically reserved for extraordinary catastrophes or cases where local government is unable to adequately manage the response in their jurisdiction. I don't believe those authorities are delegated to the counties; however the governor may "designate persons to coordinate the work of public and private relief agencies engaged in emergency work." (401.175(4))

401.930 empowers the governor to "*assign and make available... any personnel or equipment resources of a county, city, or district for the purpose of responding to a structural collapse or threat of imminent structural collapse...*"

In practice, the county may be the first entity to request our assistance, but I'm not aware of any provision that gives them preference. If a neighboring city or district asks us directly for assistance, we could provide that without asking the county's permission or waiting for its own request. Local governments are allowed to enter into any other agreement with another local government (402.210(3) (b)).

Several provisions of the Intrastate Mutual Assistance Compact allow the responding local government to determine whether, and to what extent, it will respond to others.

- "The compact does not... require a local government to provide resources to a requesting local government" (402.210).
- City resources, including equipment and personnel, may be withheld "to the extent necessary to provide reasonable protection and services for the responding local government" (402.220).
- "Response and the extent of the response are voluntary and may be terminated at any time" (402.215(4)).

For operational and tactical objectives required by a requesting local government, the resources of a responding local government are under the direct command and control of the requesting local government (402.220). However, responding resources typically operate under their home procedures and protocols, and remain "under the ultimate command and control of the responding local government" (402.220(4)). For example, Medford engine companies may be directed by a requesting agency to suppress a house fire, but the direction of the crews and their procedures will remain their own.



CITY OF MEDFORD
AGENDA ITEM COMMENTARY

www.ci.medford.or.us

Item No: 120.1

DEPARTMENT: Legal
PHONE: (541) 774-2021
STAFF CONTACT: Lori Cooper, City Attorney

AGENDA SECTION: Public Hearings
MEETING DATE: November 17, 2016

COUNCIL BILL 2016-140

A resolution designating a portion of City-owned property near the Service Center at 821 N. Columbus Avenue as a campground under the terms of ORS 446.265.

SUMMARY AND BACKGROUND

A resolution designating a portion of City-owned property as a campground under the terms of Oregon Revised Statute 446.265.

PREVIOUS COUNCIL ACTIONS

Council has discussed the transitional housing concept at several meetings, including the May 5, 2016 Council meeting and at a study session on October 20, 2016.

ANALYSIS

At the October 20, 2016 study session, Council expressed a desire for staff to prepare an agreement for Rogue Retreat to operate a pilot project to provide transitional housing on City-owned property near the Service Center on North Columbus Avenue, as depicted on the attached map. The first step in that process is to designate the area as a campground pursuant to ORS 446.265, which allows a municipality to approve the establishment of a campground for transitional housing accommodations on up to two sites within the municipality.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

None.

TIMING ISSUES

Rogue Retreat is eager to proceed with this project as soon as possible, due to the approaching winter season. The Council's action in designating the site as a campground for transitional housing will also enable Rogue Retreat to raise more funds for the project.

COUNCIL OPTIONS

Approve, modify, or deny the resolution.

STAFF RECOMMENDATION

Staff recommends approval of the resolution.

SUGGESTED MOTION

I move to approve the resolution designating the area near the Service Center as a transitional housing campground pursuant to the terms of ORS 446.265.

EXHIBITS

Resolution
Map

RESOLUTION NO. 2016-140

A RESOLUTION designating a portion of City-owned property near the Service Center at 821 N. Columbus Avenue as a campground under the terms of ORS 446.265.

WHEREAS, homelessness is an ongoing dilemma across the nation and in the City of Medford; and,

WHEREAS, because of lack of shelter space and affordable permanent housing, many people in Medford have no practical alternative to sleeping outside; and

WHEREAS, the proposed Hope Village transitional housing community is an idea brought forth by homeless individuals, Rogue Retreat, St. Vincent DePaul, and the Jackson County Homeless Task Force; and

WHEREAS, once Hope Village is built and functioning, it will be self-governed and managed to provide a sense of community and individual empowerment; and

WHEREAS; in addition to basic services such as restrooms, showers, and a group kitchen facility, Hope Village will provide residents with a safe place for homeless individuals as they seek ways to improve their situation; and,

WHEREAS, local organizations have coalesced to help Hope Village develop into a functioning community with a positive vision for the future; now, therefore,

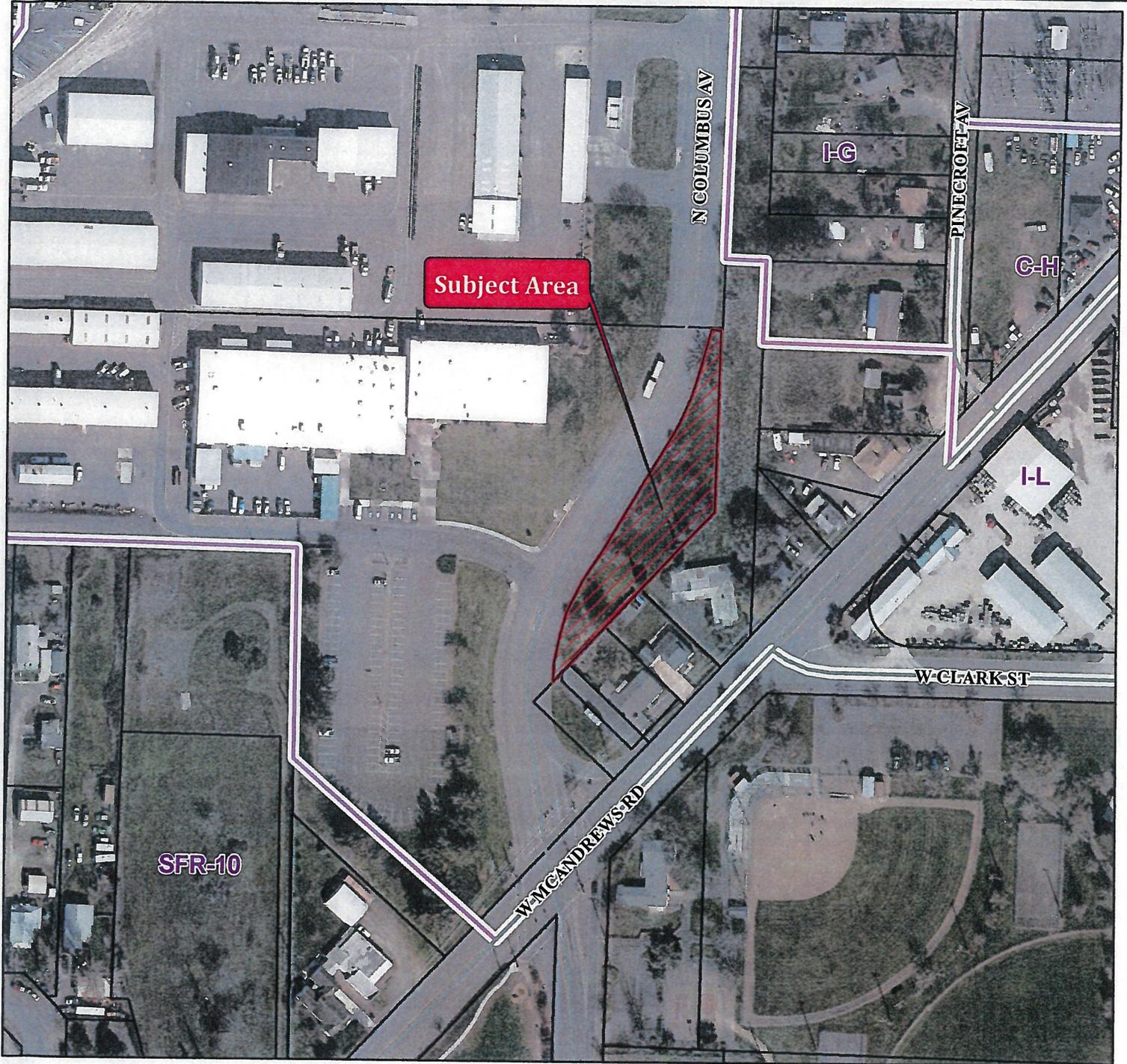
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEDFORD, OREGON:

A portion of City-owned property located near the Service Center at 821 N. Columbus Avenue, depicted in Exhibit A, is hereby designated as a campground under the terms of ORS 446.265.

PASSED by the Council and signed by me in authentication of its passage this _____ day of _____, 2016.

ATTEST: _____
City Recorder

Mayor

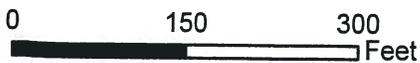


Project Name:

Hope Village

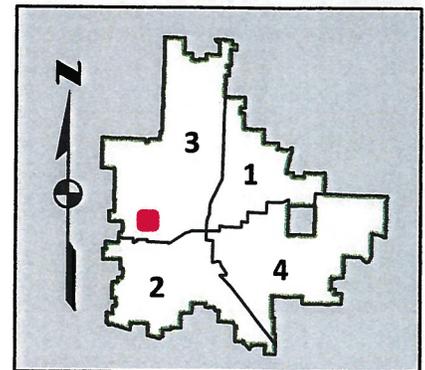
Map/Taxlot:

372w24CC TL 400



Legend

-  Subject Area
-  Medford Zoning
-  Tax Lots
-  Streets





CITY OF MEDFORD
AGENDA ITEM COMMENTARY

Item No: 120.2

www.ci.medford.or.us

DEPARTMENT: Legal
PHONE: (541) 774-2021
STAFF CONTACT: Lori Cooper, City Attorney

AGENDA SECTION: Public Hearings
MEETING DATE: November 17, 2016

COUNCIL BILL 2016-141

An ordinance authorizing a contract with Rogue Retreat to manage a transitional housing campground located near the Service Center, named Hope Village.

SUMMARY AND BACKGROUND

Rogue Retreat, a Medford-based non-profit organization, has requested that the City allow them to operate a pilot transitional housing project, named Hope Village, for one year on City-owned land near the Service Center on Columbus Avenue. This agenda item presents the Operational Agreement for Hope Village.

PREVIOUS COUNCIL ACTIONS

Council has discussed the transitional housing concept at several meetings, including the May 5, 2016 Council meeting and at a study session on October 20, 2016.

ANALYSIS

The proposed Operational Agreement includes terms regarding services, improvement and maintenance of the site, internal regulations pertaining to Village use and operations, financial obligations and reporting requirements of Rogue Retreat, and other provisions such as termination, indemnity, and insurance that are typically found in agreements for use of City property.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

None.

TIMING ISSUES

Rogue Retreat is eager to proceed with this project as soon as possible, due to the approaching winter season. The Council's action in designating the site as a campground for transitional housing will also enable Rogue Retreat to raise more funds for the project.

COUNCIL OPTIONS

Approve, modify, or deny the ordinance.

STAFF RECOMMENDATION

Staff recommends approval of the ordinance.

SUGGESTED MOTION

I move to approve the ordinance authorizing execution of the Hope Village Operational Agreement.

EXHIBITS

Ordinance
Operational Agreement

ORDINANCE NO. 2016-141

AN ORDINANCE authorizing a contract with Rogue Retreat to manage a transitional housing campground located near the Service Center, named Hope Village.

WHEREAS, the City of Medford has designated a portion of property owned by the City, located near 821 N. Columbus Avenue, as a campground under the terms of ORS 446.265; and

WHEREAS, Rogue Retreat is an Oregon non-profit corporation, formed for the purpose of developing alternative approaches to address homelessness; now, therefore,

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

Section 1. That the execution of an agreement with Rogue Retreat to provide certain services and manage the transitional housing campground located near 821 N. Columbus Avenue, which is on file in the City Recorder's office, is hereby authorized.

Section 2. To the extent that any of the services by provided by Rogue Retreat might otherwise be bid pursuant to ORS Chapter 279, the City Council acting in its capacity as the Local Contract Review Board hereby declares this contract to be exempt.

PASSED by the Council and signed by me in authentication of its passage this _____ day of _____, 2016.

ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2016.

Mayor

HOPE VILLAGE OPERATIONAL AGREEMENT

BETWEEN: The **City of Medford**, an Oregon Municipal Corporation (City) and **Rogue Retreat**, a nonprofit organization registered with the State of Oregon (Contractor) Federal Tax ID No.: 93-1261999.

RECITALS

A. Medford City Council authorized the City Manager to take the steps necessary to site a pilot project for transitional housing for homeless individuals on City-owned land at 820 N. Columbus (“the Site”) using the Tiny House Village model.

B. The Site encompasses an approximately .45 acre area owned by the City in the vicinity of the area known as the City Service Center located at 821 N. Columbus Ave, Medford OR. The Site is depicted in attached Exhibit A.

C. Contractor is authorized to administer, manage, and operate the transitional house pilot project designated as Hope Village, hereafter called “Village,” as a transitional housing facility for no more than 14 transitional house units serving a maximum of 2 persons per unit.

D. In consideration of one dollar (\$1.00) paid by Contractor to City, receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Exhibits; Contractor's Representations and Warranties:

- Exhibits. The Contract between the parties (the "Contract") includes and incorporates into this document (this "Agreement") all of the following:
 - Exhibit A. Aerial Photograph Site Plan
 - Exhibit B. Standard Contract Provisions
 - Exhibit C. Resident Admission Criteria
 - Exhibit D. Resident Application Form
 - Exhibit E. Village Manual
 - Exhibit F. Community Agreement
 - Exhibit G. Progress Level Advancement Worksheet and Chart

1.2 Incorporation of Exhibits:

The provisions set forth in the above Exhibits are incorporated into this Agreement, and Contractor acknowledges that it is required to comply with those provisions as if fully set forth in this Contract. Such agreements may be amended from time to time as needed with the mutual approval of both parties.

1.3 Contractor's Representations and Warranties. Contractor makes the following representations and warranties to City:

1.3.1 Contractor and Contractor's personnel are and will at all times hereunder be fully qualified by all necessary education, training, experience, licensure and certification to perform the services described in sections 4.2 and 4.3, hereafter called “The Services.”

1.3.2 As of the date of execution hereof, there are no claims or suits or proceedings, or threats thereof, seeking to enjoin the execution of the Contract by Contractor or the effect of which could prevent Contractor from performing or having the authority to perform the Services.

1.3.3 Neither the execution of the Contract nor the performance of the Services will constitute a breach or violation of any other contract, agreement, or law by which Contractor is bound or to which Contractor or any of its personnel who will perform the Services are subject.

2. Term:

Beginning immediately after the Effective Date (Paragraph 24), Contractor will use due diligence to obtain all permits and satisfy all requirements and conditions necessary to begin work on Hope Village ("Necessary Permits"). Contractor will cause first occupancy of a transitional house in Hope Village ("First Occupancy") in no more than six months after Contractor obtains all Necessary Permits. The Term of this Agreement will commence on the Effective Date and will expire 12 months after First Occupancy unless terminated earlier in accordance with section 9 (Termination) below. When the initial term expires there will be an option to renew this Agreement annually if agreed upon by both parties.

3. Relationship of Parties:

The operation shall be the sole business of Contractor and not a joint venture or endeavor with City. Contractor is an independent contractor and shall never be deemed to be engaged in any partnership with City or to be performing services for the benefit of City. Contractor is not to be deemed an employee or agent of City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided herein. Further, by execution of this Agreement, the City does not acquire any obligations, except those specifically identified in this Agreement related to the use of the property by Contractor, granting Contractor the right to use city-owned property for the purposes set forth below.

4. Services:

4.1 Commencement. Contractor may begin construction of Hope Village on any date after the execution of this Agreement, pursuant to Section 24 of this Agreement, and provided that all permits necessary to commence construction have been obtained.

4.2 Key Services. City grants to Contractor the right to operate the Village for the specific and sole purpose of providing temporary shelter to persons who cannot locate safe and affordable permanent housing and are otherwise homeless. Contractor shall have exclusive rights and responsibilities to create and maintain the Village for these purposes, as needed and in compliance with zoning approval. Contractor shall not use the Site for purposes other than those outlined herein or conduct any other business without City's prior written consent.

4.3 Other Services. To the extent practicable, Contractor shall provide residents of the Village with case management services and assist them with locating and transitioning to safe and affordable permanent housing.

4.4 Key Personnel. City and Contractor designate the following representatives who are responsible for preparing reports, notices, and other communications required under or relating to this Agreement:

City representative:

Brian Sjothun, City Manager
411 W. 8th

Medford, OR 97501
Brian.sjothun@cityofmedford.org

Contractor representatives:

Chad McComas, Executive Director
1410 W. 8th St., Medford OR 97501
chad@rogueretreat.com

4.5 City's Right to Do Work. City reserves the right to do work as required within the Contract area. The work referenced herein may include but is not limited to capital improvements intended to maintain the property for use as may be needed after the termination of this Agreement. Every effort will be made by City to coordinate such work with Contractor to minimize any adverse effect to the operations of Contractor.

5. Improvement and Maintenance of Site:

5.1 Required Structures and Accommodations. Contractor shall construct or place on the Site transitional house structures for personal storage and sleeping areas, each up to 120 square feet in size, and common areas, which may include a Village administration kiosk, kitchen, dining, area, bathroom and shower facilities, gathering space and laundry facilities. All structures shall be built on temporary foundations and shall be removed from the Site as quickly as is reasonably possible following Termination.

5.1.1 Unauthorized Permanent Changes Prohibited. Contractor shall not make any permanent structural changes or additions to the Site without first obtaining written consent of the City of Medford City Manager.

5.1.2 Requirement to Obtain Permits. Contractor shall follow and enforce all directives from the City's Building Official regarding the Site facilities and construction, occupancy, or use of any structures or development at the Site. The City's Planning department shall receive, process, issue or deny permits for the construction and use of the Site in accordance with state and City Code provisions. Contractor shall not construct or relocate any structure or undertake any development without having first had the application reviewed, approved and a permit issued by the Planning department. Contractor shall not allow use of any building or structure for which a permit has been issued until the necessary inspections have been performed and occupancy has been granted by the Building Official. Any failure by Contractor to comply with any of the requirements of this section shall constitute a breach of the Agreement.

5.2 Parking and Motor Vehicles.

5.2.1 Village residents may use on-street parking for their personal cars as long as they are in working condition and have current tags. These vehicles will not be allowed for sleeping. A clear emergency access must be maintained at all times at the gated entrances of the village.

5.2.2 Motor vehicles will be allowed within the Village for deliveries only. Trailers may be used on the site for bathroom, showers and laundry and community group kitchen.

5.3 Site and Grounds Maintenance. During the term of this Agreement, Contractor shall operate and maintain the Village in a safe and sanitary condition, including providing routine and on-going cleaning of the grounds and undertaking all necessary repairs and maintenance as provided by City Code, regulations or administrative orders. All maintenance costs, except for those expressly assumed (in

writing) by City, shall be paid by contractor. If Contractor fails to maintain the Site in safe and sanitary conditions, per this agreement, City may, at its discretion, perform the maintenance work and bill Contractor at normal City rates, or cause the maintenance work to be done and bill Contractor for the actual cost. During the term of this Agreement, Contractor shall be responsible for performing regular, scheduled preventative maintenance.

5.4 Other Siting Restrictions.

5.4.1 Tree Canopy. No tree shall have more than 20 percent of its canopy removed in any one pruning unless first approved in writing.

5.4.2 Utility Easements. No permanent building, structure, tree, or other obstruction shall be placed or located on or in a public utility easement.

5.4.3 Storage of Solid Waste. Exposed solid waste storage areas shall be covered and placed on a paved surface and hydraulically isolated in conformance with state laws and the Medford Municipal Code.

5.4.4 Bicycle Standards. Contractor shall comply with the bicycle parking standards of the Medford Municipal Code. Is this section necessary??

6. Internal Regulations:

6.1 Village Use and Operations.

6.1.1 Adopt Resident Admission Process to include completion of a Resident Application Form, (attached as Exhibit D).

6.1.2 Contractor shall monitor and enforce the Village Manual (attached as Exhibit E), and require all residents to execute a Community Agreement (attached as Exhibit F).

6.1.3 Contractor shall provide a copy of the Village Manual to each new resident and shall post the Guidelines, hours of operations, grievance policies and procedures, and Village contact phone number in visible locations at the Village entrance and in common areas.

6.1.4 Contractor shall post a phone number for a Village contact person at the Village entrance at all times. The contact person shall be a person with sufficient authority to answer neighbors' questions and resolve issues related to noise and other possible off-site impacts.

6.1.5 Failure to follow and/or enforce Village Manual rules and regulations shall be considered an Event of Default.

6.1.6 No minors (person under the age of 18) may be residents at the Site.

6.2 Safety Measures.

6.2.1 Contractor shall maintain, implement and enforce the Village Safety and Evacuation Plan to ensure the safety of the Village facilities, residents, guests, neighbors and the general public.

6.2.2 Contractor shall post the current Village Safety and Evacuation Plan in visible locations at the Village entrance and in common areas.

6.2.3 Contractor shall install and maintain a functioning smoke alarm in each sleeping unit in accordance with ORS 479.250 et seq. Contractor shall test smoke alarms monthly to ensure functionality and maintain a written record of the monthly tests.

6.2.4 Contractor shall conduct ongoing training on fire safety with residents. At least once every six months, Contractor shall hold a fire drill in which all residents on-site will participate with Medford Fire Marshal's Office present. Proof of fire drills shall be documented and recorded in Village operations records.

6.2.5 Failure to follow and/or enforce the Village Safety and Evacuation Plan shall be considered an Event of Default.

6.3 Security Measures.

6.3.1 Contractor will construct fencing around the perimeter of the property. The fencing shall be of a type which provides privacy to Village residents and screens the Village from view from public-rights-of-way and neighboring properties, such as chain link fencing with slats. The main gate shall be the sole entrance and exit to the Village, will be monitored by the village resident assigned to the Gate House and will be locked between the hours of 10 pm to 8 am. All visitors or guests must sign in on the security log and be accompanied by a village resident or member of the Hope Village Steering Committee.

6.3.2 Contractor shall maintain, implement and enforce the Village Security Plan to ensure adequate security for protection of the Village facilities, residents, guests, neighbors and the general public.

6.3.3 Contractor shall post the current Village Safety and Evacuation Plan in visible locations at the Village entrance and in common areas.

6.3.4 Failure to follow and/or enforce the Village Security Plan shall be considered an Event of Default.

7. City's Right of Access:

7.1 City of Medford Police, Fire and Emergency Services employees shall have the right to access the Site at all times to provide services and establish compliance with the Village Safety and Evacuation Plan, and Village Security Plan.

7.2 City of Medford Public Works employees shall have the right to access the Site at all times for on-going, routine, and frequent maintenance of public infrastructure on-site.

7.3 Other city representatives will have access to the Site and all of the contained structures as necessary to inspect the condition of the facilities and to determine Contractor's compliance with Village objectives and Contractor's obligations under this Agreement. City will notify Contractor with 24 hours' notice for the purposes of inspection, observation or examination related to maintenance and repair issues, except in the case of emergency situations where access must be immediate. A Contractor representative will have the option of accompanying the City representative for all visits.

8. Financial Obligations and Reporting: City and Contractor agree to the following:

8.1 In exchange for use of City's property, Contractor shall operate and maintain Village in a financially self-sufficient manner to achieve its purposes and cover all operation and maintenance costs in compliance with the City's approval of this Agreement.

8.2 Upon reasonable advance notice, City or its authorized representatives may, from time to time inspect, audit and make copies of any Contractor's records that relate to this Agreement.

9. Termination. Notwithstanding any other provisions hereof to the contrary, the Contract may be terminated as follows:

9.1 Expiration of Term. The Contract shall expire 12 months from the date of first occupancy unless terminated earlier pursuant to the provisions set forth below.

9.2 For Convenience. The parties may terminate the Contract at any time by mutual written agreement.

9.3 For Cause. Either party may terminate the Contract if the other party is in breach of any provision hereof which breach continues for more than 30 days after a notice describing the breach has been given unless, in the case of a breach which cannot be cured within such 30-day period, the breaching party immediately initiates and diligently prosecutes a plan of curative action that is acceptable to the non-breaching party. Notwithstanding the foregoing, termination for a recurring breach may be made if the breach is uncured within seven days after the second notice in any twelve-month period and immediately, without opportunity for cure, in the third or any subsequent notice of breach in any twelve-month period.

9.4 Required by Public Interest. City may terminate the Contract on any date specified in a notice if the City Manager determines that termination of the Contract is required by the public interest.

9.5 Notice. Notice of Termination pursuant to this section shall be given by the party terminating this Agreement to the other not less than five (5) business days prior to the effective date of termination.

9.6 No Notice Required. The Contract terminates automatically, without notice, one year from the date of first occupancy. City may terminate the Contract prior to that date without prior notice upon 1) Contractor's abandonment of the site, 2) Contractor's failure to have in force any insurance required by the Contract, 3) if Contractor breaches the City's security requirements, or 4) if Contractor fails to maintain any certificate or license required for performance of the Services.

10. Default. The following shall constitute an "Event of Default" under this Agreement:

10.1 Breach of Contract Obligations. Except as otherwise provided in this Agreement, an Event of Default shall occur upon the failure of Contractor to cure a violation of any term, provision or condition of this Agreement within thirty (30) days after written notice is given to Contractor by City specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within thirty (30) days, this provision shall be deemed complied with if Contractor begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. City may require, as a part of the cure of any violation by Contractor, reimbursement by Contractor to City of any and all costs and expenses incurred by City by reason of Contractor's violation of this Agreement.

10.2 Second Failure to Cure. If Contractor cures a deficiency in the manner described in section 10.1, Contractor's subsequent failure to comply with the same term or condition shall constitute a default without requirement of opportunity to cure.

10.3 Abandonment. If Contractor fails to operate the Village for thirty days (30) without reasonable cause, and written notification to, and express, prior written approval of City, City may treat such inactivity as a default under this Agreement and City may exercise any rights it may have as in the case of a default for which Contractor is not entitled to notice. Only those circumstances that are beyond the reasonable control of Contractor and make it impracticable to continue operations will be deemed reasonable cause for suspension of operations.

11. Remedies and Parties' Obligations upon Termination:

11.1 Termination. In the Event of a Default by either party, this Agreement may be terminated at the option of the non-defaulting party by giving notice in writing to the other party.

11.2 Upon Termination of the Agreement, the parties' rights and obligations shall be as follows:

11.2.1 Contractor shall vacate the Site as quickly as is reasonably possible, but in no event more than 45 days following notice of termination or, where notice is not required, upon actual termination; remove any property of Contractor, including any and all temporary structures that it owns; perform any cleanup, alterations or other work required to leave the Site in clean and usable condition; and deliver any and all keys to City.

11.2.2 On the 46th day following notice of termination, or actual termination where no notice is required, City may re-enter, take possession of the operating areas, and remove any persons' property by legal action or by self-help with the use of reasonable force and without liability for damages. City may deny access to all residents, except for the limited purposes of removing their personal property. Access may be limited to regular business hours. Any personal property of Contractor and/or residents remaining on Site forty five (45) days after termination of this Agreement for any reason shall be deemed abandoned by Contractor, title to such property shall vest in City, and City may make any disposition of such personal property as it deems appropriate. City may charge Contractor for the reasonable costs incurred in disposing of such personal property.

11.2.3 Following re-entry or abandonment, City shall have no further obligation hereunder and may grant all operation rights and privileges to any other entity.

11.3 Damages. If this Agreement is terminated for any reason, Contractor's liability to City for damages for breach shall survive such termination.

11.4 The foregoing remedies shall be in addition to and shall not exclude any other remedy available to City under applicable law.

12. Indemnity and Insurance Obligations:

12.1 Contractor shall indemnify and hold City, and its officers, agents and employees, harmless from and against all claims, actions, liabilities, costs, including attorney fees and other costs of defense, arising out of or in any way related to the operation of the facility, Contractor's failure to strictly comply with any provision of this Agreement or any other actions or failure to act by Contractor and Contractors employees, agents, officers and contractors. In the event any such action or claim is brought against

City, Contractor shall, if City so elects and upon tender by City, defend the same at Contractor's sole cost and expense, promptly satisfy any judgment adverse to City or to City and Contractor, jointly, and reimburse City for any loss, cost, damage or expense, including attorney fees, suffered or incurred by City.

12.2 Contractor shall be entitled to indemnification from City for payment of damages for which City is liable under the Oregon Tort Claims Act as a result of the sole negligent acts of its officers, employees and agents. City shall also defend and hold harmless Contractor from all costs and expenses, including attorneys' fees at trial and on appeal resulting from any claim, suit or other action resulting from personal or bodily injury or property damage for which City is solely liable as a result of the negligence of its officers, employees and agents; provided however, that City shall have no obligation under this section 12.2 if Contractor has been negligent.

12.3 Insurance. Contractor shall maintain in force for the duration of this contract the insurance coverage's specified below. Each policy required by these provisions shall be written as a primary policy, not contributing with or in excess of any coverage which City may carry. A copy of each policy or a certificate satisfactory to City shall be delivered to City prior to commencement of the contract. Unless otherwise specified, each policy shall be written on an "occurrence" form with an admitted insurance carrier licensed to do business in the state of Oregon and shall contain an endorsement entitling City to not less than 30 days prior written notice of any material change, non-renewal or cancellation. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limit coverage requirements specified below, City shall have the right to require Contractor to increase Contractor's coverage to the statutory limit for such claims and to increase the aggregate coverage to twice the amount of the statutory limit. The adequacy of all insurance required by these provisions shall be subject to approval by the City Manager's office. Notwithstanding the general provisions concerning City's remedies for default by Contractor, failure to maintain any insurance coverage required by this contract shall be an Event of Default and cause for immediate termination of this contract by City without notice or opportunity for cure when the failure is due to error by Contractor. Operation of Hope Village is prohibited during any period when there is no workers' compensation or liability insurance coverage in full force and effect whether due to cancellation, lapse or for any reason, and automatic termination will occur if the Village is intentionally operated during any prohibited period. If it is discovered that coverage has lapsed, Contractor will immediately cease operations until coverage is restored.

12.3.1 Commercial General Liability. Contractor shall maintain a comprehensive broad form commercial general liability insurance policy covering Bodily injury or Property Damage on an occurrence form (ISO or equivalent) resulting from Hope Village operation, services or any services provided by the contractor or its vendors, including but not limited to housing units and food service. Policy must also provide coverage for abuse and molestation or misconduct including but not limited to discrimination and harassment committed by its employees or volunteers who participate in the operation of Hope Village. Limits of liability shall not be less than Two Million Dollars (\$2,000,000) combined single limit per occurrence, with aggregate of Two Million Dollars (\$2,000,000). Such policy shall contain a contractual liability endorsement to cover Contractor's indemnification obligations under this contract. The policy shall also contain an endorsement naming City as an additional insured, in a form satisfactory to City, and expressly providing that the interest of City shall not be affected by Contractor's breach of policy provisions. If the Contractor uses vendors for any services the same requirements apply to that vendor as to the Contractor above. The failure of the Contractor to secure these requirements from their vendors or sub-contractors will return all liability back to the Contractor, and Contractor will assume all liability from this failure.

12.3.2 Workers' Compensation Insurance. Contractor shall comply with the Oregon Workers' Compensation law by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. Contractor shall provide City with such further assurances as City may require from time to time that Contractor is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law.

12.3.3 Property Insurance. City shall continue to provide "All Risk" property insurance coverage for all buildings and personal property owned by City and located at the Site. However, City reserves the right to pursue the recovery of expenses from Contractor for any damage to the building or personal property resulting from Contractor's negligence. City does not assume responsibility for any damage to property owned by Contractor.

13. Security Requirement: Prior to commencement of work on the Site, Contractor shall provide a Letter of Credit, approved by City, in the amount of \$20,000, to insure the adequate clean-up of the Site following Termination.

14. Assignment and Subcontracting. Contractor shall not assign or subcontract its work under this Agreement, in whole or in part, without prior written approval of City.

15. Amendment. Any amendments to this Agreement, including Exhibits, shall be approved by the City, be in writing, and signed by both parties.

16. Non-Discrimination. During the performance of this Agreement, Contractor agrees as follows:

16.1 Contractor will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).

16.2 Contractor will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as Section 504 of the Rehabilitation Act of 1973 (24 CFR 8).

16.3 Contractor will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).

16.4 During the performance of this contract Contractor will not discriminate against any employee or applicant for employment because of an individual's race, religion, color, sex, national origin, ethnicity, marital status, familial status, age, sexual orientation, or source of income, a juvenile record that has been expunged pursuant to ORS 419A.260 and 419A.262, or because an individual is a person with a disability which, with reasonable accommodation by the employer does not prevent the performance of the work involved, unless based upon a bona fide occupational qualification reasonably necessary to the

16.5 Contractor will comply with the Americans with Disabilities Act (42 USC 12131, 47 USC 155, 201, 218 and 225), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodation, state and local government services and telecommunications. The Act also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. For CDBG and/or HOME funded projects, Contractor will also comply with affirmative marketing policy and outreach to minorities and women and to entities owned by minorities and women per 24 CFR 92.351 and/or 24 CFR 570.601(a)(2), if the funds will be used for housing containing 5 or more assisted units.

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

18. Attorney Fees and Costs: In the event action is commenced to enforce or interpret any of the terms of this Agreement, including but not limited to, any action or participation by Contractor or City in, or in connection with, a case or proceeding under the Bankruptcy Code or any successor statute, the prevailing party shall be entitled to recover all expenses reasonably incurred at, before and after trial and on appeal and review, whether or not taxable as costs, including, without limitation, attorney fees (including estimated fees to collect a judgment entered in favor of the prevailing party), witness fees (expert and otherwise) deposition costs, copying charges and other expenses.

Attorney Fees: If any suit, action, arbitration or other proceeding is instituted upon this Contract or to enforce creditor's rights or otherwise pursue, defend or litigate issues related to or peculiar to federal bankruptcy law (including, but not limited to, efforts to obtain relief from an automatic stay), or any other controversy arises from this Contract the prevailing party shall be entitled to recover from the other party and the other party agrees to pay the prevailing party, in addition to costs and disbursements allowed by law, such sum as the court, arbitrator or other adjudicator may adjudge reasonable as an attorneys' fee in such suit, action, arbitration or other proceeding, and in any appeal. Such sum shall include an amount estimated by the court, arbitrator or adjudicator, as the reasonable costs and fees to be incurred in collecting any monetary judgment or award or otherwise enforcing each award, order, judgment or decree entered in such suit, action or other proceeding. The award of costs and expenses after trial de novo following arbitration under ORS 36.400 et seq. shall be made as provided for in ORS 36.425. The award of costs and expenses after appeal from a judgment entered after trial de novo shall be to the prevailing party designated as such by the appeals court.

19. Compliance with Laws: Contractor shall comply with all applicable Federal, State and local laws, rules, ordinances and regulations at all times and in the performance of the Services.

20. Notices: Any notice permitted or required by the Contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, and with return receipt requested, to the persons and addresses listed in section 4.4. In addition, if directions for telephonic transmission ("FAX") are set forth below, notices may be delivered by FAX. Notices sent by certified mail will be deemed delivered three business days after placement in the mail and notices sent by FAX will be deemed delivered when successful transmission is electronically confirmed. Except as expressly provided in the Contract, required notices must be signed by the person designated to receive notices, or that person's designee or attorney. Each party shall notify the other of any change in the name, address or FAX instructions to be used for delivery of notices.

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

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

Contract and shall be legally enforceable until satisfied by performance or payment, or until enforcement is legally precluded by lapse of time. Contractor: Rogue Retreat City: City of Medford, OR

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

24. Effective Date: In witness whereof, the parties have, through their duly authorized representatives, have executed this Agreement on the dates set forth below, the last date being the "effective date" of this agreement.

City of Medford

Date: _____

Gary Wheeler, Mayor

Rogue Retreat

Date: _____

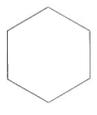
Thomas Fischer, Rogue Retreat Board Chairman

DRAFT

821 N. Columbus Hope Village Conceptual Plan



EXHIBIT A

	Tiny House		Community Center (yurt)		Garbage Dumpster		Picnic Table
	Kitchen Trailer		Pet Area		Recycle Dumpster		Bench
	Restroom Trailer				Water Tank		Groundcover
					Propane Tank		

**EXHIBIT B
OREGON STATUTORY PUBLIC CONTRACT PROVISIONS****THE FOLLOWING PROVISIONS PERTAIN TO
PUBLIC PROCUREMENTS
(OTHER THAN PUBLIC IMPROVEMENTS)****ORS 279B.220**

CONDITIONS CONCERNING PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING

CONTRACTOR shall:

- (1) Make payment promptly, as due, to all persons supplying to CONTRACTOR labor or material for the performance of the work provided for in this contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or SUBCONTRACTOR incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against CITY on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

ORS 279B.225

CONDITION CONCERNING SALVAGING, RECYCLING, COMPOSTING OR MULCHING YARD WASTE MATERIAL

CONTRACTOR shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

ORS 279B.230

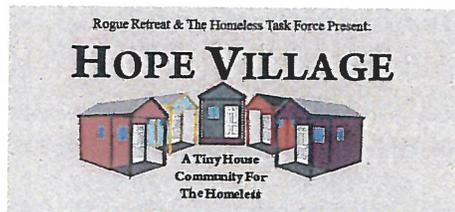
CONDITION CONCERNING PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION

- (1) CONTRACTOR shall promptly as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of CONTRACTOR, of all sums which CONTRACTOR agrees to pay for the services and all monies and sums which CONTRACTOR collected or deducted from the wages of employees, under any law, contract or agreement, for the purpose of providing or paying for the services.
- (2) All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

ORS 279B.235

CONDITION CONCERNING HOURS OF LABOR

- (1) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
 - (a)(A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
 - (B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - (b) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
- (2) Employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- (3) In the case of contracts for personal services as described in ORS 279A.055, the employee shall be paid at least time and a half for all overtime work in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- (4) Does not apply.
- (5)(a) Persons employed under contracts for services shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.
 - (b) Employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.



Hope Village Application Policy & Procedures

PROGRAM DESCRIPTION:

Hope Village is a transitional village that provides a safe and secure, temporary emergency shelter for those currently without housing and provides case management services to help address barriers to housing.

It is a self-governing community based on five basic rules:

1. No acts of violence to people or property
2. No theft or borrowing without permission
3. No alcohol, illegal drugs, or drug paraphernalia on the property
4. No persistent, disruptive behavior
5. Everyone must contribute to the operation and maintenance of the Village

APPLICATION PROCESS

- Applications are accepted by Rogue Retreat at 1410 W 8th St., Medford OR 97501
- Applications are then pre-screened by the Hope Village Steering Committee to assess suitability for community life within the village. Input from the homeless members of the steering committee is a valuable tool in determining the character traits of potential applicants.
- If applicants are found to be ineligible, they will be advised by a letter sent to their last known address.
- If the applicant is found to be eligible, the applicant will be put on the waiting list for the next available unit.
- Applications will be reviewed in whatever order is decided by the selection committee, and not necessarily in the order they are received. Referrals and recommendations from current village residents and partner agencies/organizations may be given a higher priority on the list.
- When a unit becomes available the Hope Village Steering Committee will review all applications on the waiting list, conduct interviews and select a potential candidate to nominate to the Village Assembly.
- A majority vote of the Village Assembly accepts a new Villager for a four (4) week probationary period. after which a meeting will be held to address any concerns and a final vote is taken to accept them as a full Village Resident.
- Applications will be kept on file for one year. After 3 failed attempts to locate, the application will be archived. An archived applicant may reapply and be reconsidered as soon as possible.

ELIGIBILITY:

1. **Age:** Must be at least 18 years of age
2. **Criminal History:** The following will be reasons for denial:
 - a registered sex offender listed as a predator or pedophile
 - conviction in the past 5 years of manufacturing illegal substances
 - conviction in the past 2 years of violent criminal acts against persons or property

1410 W. 8th St., Medford, OR 97501 ph: 541-499-0880 / fax: 541-690-1670
Email: info@rogueretreat.com ~ Web: www.RogueRetreat.org



HOPE VILLAGE APPLICATION

(If you need assistance filling out this form come to the Rogue Retreat office during regular business hours M-F 8am-12 pm/ 1-5 pm and one of our staff will be happy to help you.)

TODAY'S DATE: _____ / _____ / _____

CONTACT INFORMATION

Legal Name: _____ Street Name: _____

Mailing Address (REQUIRED): _____

City: _____ ST: _____ ZIP: _____

E-mail address: _____ Best Phone: _____

Circle one: Single / Married / Couple*

CHECK ALL THAT APPLY:
 VET= Veteran / SA= Substance Abuse
 DV=Domestic Violence / MH= Mental Health Diagnosis

APPLICANT INFORMATION

FULL NAME	RELATIONSHIP	BIRTHDAY	GENDER	SS #	VET	SA	DV	MH
	<u>SELF</u>	/ /		- -				
		/ /		- -				

*Couples must agree to abide by the intervention policy in the Village Manual if they have a fallout that results in one person moving out of a couple's unit. This must be filled out during the application process. Please choose which person in the couple will move out below:

"We, the couple, in the event of a fallout resulting in an inability to live together and causing one person to move out of shared housing, will agree to the village policy that _____ will move out of the couple's unit into another unit. If no unit is available they will move out of the Village until another unit becomes vacant, at which time they will be reconsidered for the opening".

HOMELESS HISTORY

Where do you sleep at night (be specific): _____

Is this your first experience being unhoused? YES NO

Have you been homeless for one year or more this episode (continuously)? YES NO

Have you been homeless four or more times in the past 3 years (that equal 12 months together)? YES NO

How long have you been without stable housing? _____

Where was your most recent permanent address? _____

How did you become unhoused? _____

How long have you been in the Medford/Jackson County Area? _____

Do you have a therapy animal or pet? YES NO

If so, what kind? _____ How many pounds? _____ Spay/neuter? YES NO

TRANSPORTATION INFORMATION

Do you have a driver's license or State ID? YES NO Driver's License/State ID number: _____ State: _____
Do you have a car? YES NO / Do you have an RV? YES NO / Do you have insurance? YES NO
Do you have a bicycle? YES NO / Do you have a bus pass? YES NO
How much stuff do you have? CIRCLE ONE: Backpack / Car load / Truck load / Storage Unit

INCOME AND/OR BENEFIT INFORMATION

Current Employer: _____ Supervisor: _____
Work Address: _____ Work Phone: _____
How long have you worked here? _____ How many hours per week do you work? _____
Is this a permanent job? YES NO How much do you earn per month? \$ _____
Do you receive income from any other source? (examples: collecting cans, donating plasma, sign flying, yard work, etc.)
SOURCE: _____ AMOUNT: _____
SOURCE: _____ AMOUNT: _____
Do you receive SNAP (Food Stamps)? YES NO AMOUNT: _____

HEALTH INSURANCE INFORMATION

Do you currently have health Insurance?: YES NO

MEDICAID (Oregon Health Plan) IF YES: WHICH ONE: Jackson Care Connect AllCare Other
 MEDICARE Employer Provided Health Ins. Private Ins. Veteran's Administration Medical Other: _____

DO YOU REQUIRE A UNIT WITH SPECIAL FEATURES?

YES NO

Grab Rails No Stairs Wheelchair Accessible Hearing Impaired Smoke Detector Other:
(explain:)

LEGAL INFORMATION

Notice: We will conduct a background check on all applicants. Having a criminal history may not disqualify you in most instances. If that background check does not match your answers on this form, your application to live in Hope Village will be denied. PLEASE BE HONEST! Your answers help us determine how to best help you remove barriers to housing.

Convictions:

- Are you a registered sex offender listed as a predator or pedophile YES NO
- Have you been convicted in the past 5 years of manufacturing illegal substances YES NO
- Have you been convicted in the past 2 years of violent criminal acts against persons or property YES NO

Have you been convicted of ANY crime in the last 5 years? YES NO If Yes: How many times in the last 3 yrs.? _____
Are you a registered sex offender (non predator or pedophile)? YES NO

If yes to any, give details: _____

Are you on: Supervision/Probation YES NO / Parole YES NO Until when: ____ / ____ / ____

Name of your parole/probation officer: _____ Address _____

City _____ State _____ Zip _____ Phone _____

3. Do you receive regular meals, food, clothing, services or other needed items from any churches, agencies or community volunteers? Do you have a Case Manager or Outreach Worker that you talk to sometimes? **Please include their Phone Number so we can ask them if they feel you would be a good fit for Hope Village community life.**

If you don't receive any services please list 4 non related personal references we can talk to.

CONTACT NAME	CHURCH OR AGENCY NAME	PHONE #
1.		
2.		
3.		
4.		

4. Do you have any current Physical Health Conditions that have been diagnosed? YES NO

If yes: do you have a Primary Care Provider? YES NO

Are you on any prescription medications? YES NO If so, what are they?

You must provide a current prescription, in your own name, for any and all narcotic medications at the time of interview.

5. Do you have any current Mental Health Conditions that have been diagnosed? YES NO

If yes: are you a current client at Jackson County Mental Health or have a private mental health provider? YES NO

Are you on any prescription medications? YES NO If so, what are they?

You must provide a current prescription, in your own name, for any and all narcotic medications at the time of interview.

APPLICANT SIGNATURE: _____ Date: _____

APPLICANT SIGNATURE: _____ Date: _____

Do you have any pending court cases? ___ Yes ___ No

If yes, give details : _____

SUBSTANCE ABUSE HISTORY

Are you now or have you ever struggled with any drug or alcohol addiction? YES NO

Are you currently clean and sober? YES NO Clean date: ___ / ___ / ___

How would you describe your addiction history, what is your current level of sobriety? _____

Do you currently attend any recovery meetings or groups? YES NO / Do you have a sponsor? YES NO

INTAKE INFORMATION (Questions 1-5)

PLEASE ANSWER THESE QUESTIONS FULLY AND TO THE BEST OF YOUR ABILITY SO WE KNOW HOW WE CAN HELP YOU BEST AND DETERMINE IF YOU ARE A GOOD CANDIDATE FOR VILLAGE COMMUNITY LIFE.

1. Please help us get to know you by telling us a little about yourself. Once you have a safe and healthy place to sleep and take care of your needs, what goals and dreams would you like to pursue? How would you like to strengthen the quality of your life?

2. How do you help others in your community right now?

HOPE VILLAGE MANUAL- DRAFT

Revised: October 10, 2016

—An explanation of definitions, policies and procedures of Hope Village—

This document is meant to be a living document that will change over time to reflect valuable lessons learned and best practices. Amendments to this document may be made by a majority vote of the Village Assembly and approved by a majority vote of the Hope Village Steering Committee.

TABLE OF CONTENTS:	PAGE #
Agreements	2
Membership	2
Governance Chart	3
Governance Roles	4
Safety Plan	5
Security Plan	6
Intervention & Response Plan	7
Policies:	
Animal Policy	8
Abandonment Policy	9
Alcohol & Drug Policy	9
Cleaning Policy	10
Couples Policy	10
Food Storage Policy	10
Medical & Family Leave Policy	11
Panhandling Policy	11
Probationary Villager Status Policy	11
Smoking Policy	11
Waitlist Volunteer Policy	11
Hope Village Application	Addendum A
Hope Village Community Agreement	Addendum B

AGREEMENTS

There are two sets of agreements that the Village must follow at all times:

Community Agreement: The internal agreements that list acceptable behavior for residents within the Village.

Operational Agreement: The formal agreement between Rogue Retreat and the City of Medford that regulates what the Village can and cannot do on City owned property.

MEMBERSHIP

Villager: An individual or couple who currently resides in a housing unit at the Village.

Probationary Villager: A new resident undergoing a four (4) -week trial period, to assure they can follow the Community Agreements before being accepted as a full Villager.

Village Council Member: 3-5 residents elected from the whole Village Assembly to have additional responsibility and authority in the Village. A more detailed description of this role can be found in the Village Governance section below.

Village Assembly: The self-governing body of the Village comprised of all Village Residents. A more detailed description of this role can be found in the Village Governance section below.

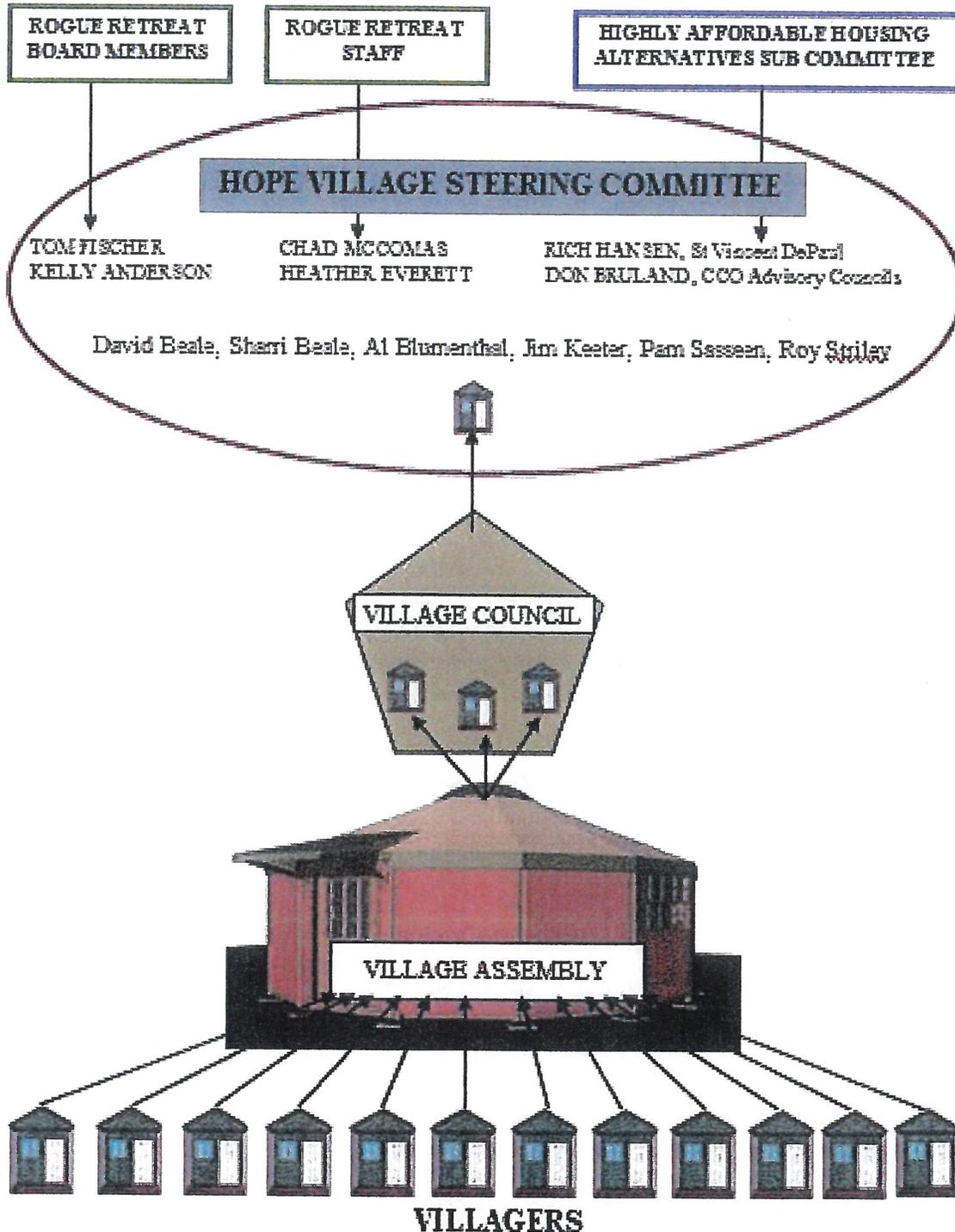
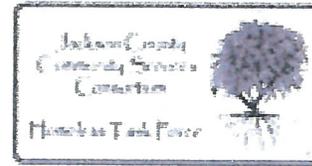
Village Volunteer: A non-resident, potential resident or past resident who is trained to assist in the operation and maintenance of the Village. They must be familiar with the Community Agreement and have filled out the Volunteer Registration Form and Volunteer Release Form.

Hope Village Steering Committee: A committee that meets at least monthly, made up of the Jackson County Homeless Task Force sub-committee Highly Affordable Housing Alternatives (HAHA) members (St. Vincent De Paul and other local non-profit agency representatives and concerned citizens), homeless individuals, and Board and Staff Members of Rogue Retreat (the Governing Non-Profit). This committee is responsible for development and oversight of the Village, review of the Village Council's adherence of the Operational Agreement, suggested revisions to the Community Agreement, and selection of Village residents to recommend to the Village Assembly.

Board of Directors: Elected or appointed individuals who oversee the activities of the non-profit organization, Rogue Retreat. Rogue Retreat does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age (over the age of 17), national origin (ancestry), disability (as permitted within physical limits of current facilities), marital status, sexual orientation, military status, or any other characteristic protected under applicable federal or state law, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, selection of Village residents, and provision of services. We are committed to providing an inclusive and welcoming environment for all Village residents and members of our staff, clients, volunteers, subcontractors, and vendors.



**ROGUE
RETREAT**
Restoring Lives



GOVERNANCE ROLES

Self-governance is a core value of Hope Village. This means that the success of the Village rests on the participation of those who live here. Hope Village is a community that is behavior based rather than heavily rule based. We strive to create a community that is built on mutual respect and mutual aid. There are three governing groups for making decisions related to the management of the Village. They are:

1) Village Assembly (All Residents meet weekly)

Every week a Village meeting will be held. Attendance is mandatory for all residents. Issues related to the organization of the Village will be discussed and voted on at this time. Specific roles will be identified and staffed in order to maintain a safe and sanitary environment. The following applies to the mandatory meeting:

- Advanced notice with documentation must be provided to the Village Council for excused absences (i.e. work, school, medical), which must be approved by Village Council in advance.
- Villagers with excused absences may vote on any policy issues prior to the meeting through absentee ballot.
- A quorum is established when over 51% of residents are present.
- Any decisions made at the Village Meeting must comply with the existing Community Agreement, Village Manual, and Operational Agreement.
- Amendments to the Community Agreement and Village Manual may be proposed at the meeting and require 2/3 majority vote to pass.
- Amendments to the Community Agreement and Village Manual must be reviewed and approved by the Hope Village Steering Committee before taking effect.
- Expulsion from the Village may be appealed at the weekly meeting, and is decided upon by a majority vote of the Village residents.
- Informal meetings can be scheduled on other nights, but will not be mandatory.

2) Village Council (Meets 2x week)

Elections are held during Village Meetings to maintain a Village Council of 3-5 residents. To become a Council member, a resident must be nominated by another resident. A majority vote of the Villagers present then decides which nominees are elected. The elected term is three months. Council members may serve consecutive terms. Elections are to be staggered so that the entire Council does not change at once.

The role of the Village Council is to uphold orderly management of the Village. The Council is not meant to have greater power than any other Village member. Villagers elected to the council are simply given the task of responding to incidents when a Community Agreement is broken, and enacting the appropriate level of intervention as specified in this manual. A primary responsibility of the Council is to act between meetings when urgent situations arise.

For the issues addressed within this manual, it is the responsibility of the Council to ensure that the appropriate level of intervention is being enforced. A Council member may be removed from their position for violating this duty through a majority vote at a Village Meeting. When an incident occurs that is not described in this manual, it is up to the Village Council to determine the appropriate level of intervention.

All Council decisions are potentially subject to review at the Village Assembly weekly meeting. In this way, service on the Council is much like any other form of contribution to the operation and maintenance of the Village fulfills the mandatory number of volunteer hours per week.

When a rule break occurs, any Villager may write an Incident Report. The Village Council is then responsible for verifying that the level of intervention is appropriate and notifying the alleged offender. From there, the alleged offender has three options:

- 1) Accept the Incident Report with the proposed level of intervention,
- 2) Appeal the Incident Report at the next Village Council meeting, in which case the level of intervention requires the vote of a majority of Council members,
- 3) If the alleged offender feels that the action is unjust they may appeal at the Village Assembly weekly meeting.

For incidents resulting in suspension or expulsion, the offender may be given a chance to appeal before taking their leave unless the Village Council considers the behavior to be a threat to the Village.

The Village Council is to hold at least two (2) regular meetings per week. During this time Council members:

- Set agenda for next weekly Village Meeting (any Villager can propose items)
- Review Incident Reports and listen to appeals
- Review Front Desk Log and make sure everyone is completing their volunteer shifts
- Deal with other issues relevant to maintaining orderly operation of the Village

Impromptu Village Council meetings may also be necessary to address urgent situations. Quorum to hold a Village Council meeting is to have at least 51% of members present, with an attempt to notify all Council Members. Members of the Hope Village Steering Committee may also attend these meetings in an advisory capacity, but may not vote.

3) Hope Village Steering Committee (Meets 1x month)

The main governing role of the Steering Committee is to provide oversight. The purpose of this is to ensure that the Community Agreement and Village Manual are being upheld. In cases where the Village is not in compliance, and the Village Council has not taken action, the Steering Committee may step in to take action at its discretion.

The Steering Committee is also responsible for ensuring that financial, legal, administrative, safety, and sanitation matters are being properly managed. Interface between the Village and the steering committee will occur through the following:

Villager Committee Member:

There will be a Village Council liaison represented at the Steering Committee monthly meeting with voting rights.

SAFETY PLAN

1) Safety Committee

A Safety Committee shall be formed consisting of at least one steering committee member, the Rogue Retreat Facilities Director or staff, one member of the Village council and one other resident. Duties of this committee shall include the following:

- Oversight of fire drills and Food Storage Policy
- Quarterly safety inspection with attention to trip, slip, and fall hazards
- Quarterly testing of all smoke and CO2 detectors
- Quarterly testing of all extension cords and power strips with an approved circuit tester
- Maintenance of systems and equipment installed to prevent or control fires
- Maintenance and control of fuel hazard sources

In addition, resident members of the Committee shall be prepared to:

- Assist others and provide medical aid in an emergency.

- Take a head count after an evacuation. Identify the names and last known locations of anyone not accounted for and provide them to the Fire Official in charge.

2) Fire Safety

Residents shall report a fire or other emergency to 9-1-1 through the use of a personal cell phone. All residents also have access to a phone at the Gate House in emergency situations. Residents will be notified of a fire or other emergency by word of mouth, and if necessary will relocate and evacuate based upon the designated evacuation route (*see Fire Safety and Evacuation Map posted at the Gate House*). All new residents are to be informed on this during the orientation process.

Village residents will participate in at least **one fire drill per year**, using the following procedure:

- Appoint someone to monitor the drill, activate and reset the fire alarm, and time the evacuation.
- Fire drills shall be conducted at varying times and under varying conditions to simulate conditions that could occur during a fire or other emergency. Make it realistic by requiring participants to use their second way out or to crawl low. This can be done by having someone hold up a sign reading “smoke” or “exit blocked by fire”
- After the evacuation, take a head count at the designated meeting place(s) to account for everyone’s participation and safe evacuation.
- After the drill, meet to discuss questions or problems that occurred.
- Redesign the drill procedures as needed.

The fire drills will be documented and recorded in the Village Operations Records with the following details:

- | | |
|--|--|
| • Name of person conducting the drill. | • Special conditions simulated. |
| • Date and time of the drill. | • Problems encountered. |
| • Notification method used. | • Weather conditions during the drill. |
| • Staff members participating. | • Time required completing the evacuation. |
| • Number of occupants evacuated. | |

The following fire prevention and fire fighting measures will be taken:

- No recreational fires will be permitted within the Village.
- No open flames or smoking will be permitted within the housing units.
- ABC fire extinguishers will be accessible throughout the Village
- Smoke detectors and fire extinguishers will be installed in common buildings and dwellings and will be inspected to insure they are functional and replaced if they are not functional.
- A map of the Village will be maintained and provided to the Jackson County Fire District.
- A minimum 10-foot setback and right-of-way will be maintained between structures on the Village site.
-

SECURITY PLAN

1) The Gate House

The Gate House is the only gateway in and out of the Village and shall remain secure. Staffing the gate house is one of the most important duties at Hope Village. This will be a mandatory service of all residents on rotating shifts. Only residents, Steering Committee Members, Rogue Retreat Staff, approved Village Volunteers and Medford Police/Fire may enter the Village unaccompanied. All other visitors or guests must be accompanied by a Villager at all times.

The gate house is to be staffed by at least two trained individuals during open hours (8am-10pm). At least one person must be a Villager. The second may be a Villager or a Village Volunteer. Their primary role is to be the “eyes and ears” of the Village during their shift. Staffing the Gate House involves the following duties:

- Register visitors and locate a resident to accompany the visitor
- Check the list of banned visitors and screen guests
- Document any disruption to normal operations in the Front Desk Log
- Inner perimeter checks
- Collect Incident Reports for the Village Council to review

The gate will be locked between 10 pm - 8 am. During this time, one Villager is to spend the night in the Gate House in case assistance is needed at the gate. In the case of an incident, the Villager on duty should alert the Village Council.

2) Stages of Response

There are three (3) stages of response for maintaining a secure and orderly environment within the Village. Stage 1 is the least severe and most common type of response. Stage 3 is the most severe and least common type of response.

Stage 1: Village Council

Village Council members are responsible for maintaining order when urgent situations arise and implementing the appropriate level of intervention.

Stage 2: Intermediary Security Agency

When Village Council members are unable to gain the cooperation of a disruptive resident, they are to contact the intermediary security agency. A contract enables the security agency to act on behalf of the Village in order to gain control of the situation. The phone number for the security agency is listed in the Gate House.

Stage 3: Medford Police Department

The Medford Police Department (MPD) is welcome to patrol the Village unaccompanied as they would any other neighborhood in Medford. In cases where the law is being broken and residents or the security agency are unable to gain cooperation of the offender, the police department will be contacted. The previous two Stages of Response are to be tried first if appropriate. Contact the Medford Police Department when a person to person crime is committed or is in progress, or upon a victim's request. Villager Councilors may resolve lower level crimes such as petty theft and minor criminal mischief according to the Intervention Action Plan if the victim does not wish to press charges.

INTERVENTION & RESPONSE PLAN

1) Discussion

When a complaint that is not technically a rule break, is cause for concern for members of the Village, the Council will meet with said Villager and discuss a plan of action to curtail the behavior. We believe that early intervention will help prevent further and more severe action.

2) Mediation

In cases of an Incident Report filed by one Villager against another when the complaint is not a clear rule break, a Village Councilor shall act as a third party mediator to meet with the complainant and the alleged offender to discuss the issue and reach a resolution that is agreeable to both parties. If no resolution is found it may be brought up at the full Village Assembly Meeting for review. If a vote is taken, the decision of the Village Assembly is the final word on the matter.

3) Levels of Intervention

Minor rule violations (i.e. missed host shift, Village Assembly meeting, etc.) result in 4 levels of intervention:

- Level 1 – Verbal Warning

- Level 2 – Written Warning
- Level 3 – 48-hour expulsion from the Village
- Level 4 – Permanent expulsion from the Village

4) Violations

Minor rule violations will be tracked for a three (3)-month rolling period in each Villagers file in the Gate House and maintained by the Village Council.

For example: If you missed a shift on the 1st of January you would receive a verbal warning. If you missed another shift within three months you would receive a written warning. If you again missed a shift within 3 months of the first violation you would then be on a 48-hour expulsion. If you missed another shift before three months from the first violation you would be permanently expelled. However, if your 4th missed shift was 4 months after the first violation, the first violation would "drop off" your record and it would be treated as a Level 3 again. If you had missed no shifts for 3 months the violation would be treated as a Level 1 violation again.

Severe rule violations may require action at a heightened level of intervention even though the rule violation may be a first offense. The Village Council will deal with these rule violations on a case-by-case basis unless defined in this manual.

All intervention actions require the agreement of a majority of Village Council members.

Expulsion:

In cases of expulsion from the Village, where the Villager is not an imminent threat to others, the Villager to be expelled will be given a reasonable amount of time to make arrangements for their safety. No resident who is not an imminent threat to others will be expelled after 8 pm. Villagers may appeal their expulsion from the Village at a weekly Village Assembly meeting, which may include actions for addressing the problematic behavior that caused their expulsion. A majority vote will either uphold or revise the expulsion.

POLICIES

ANIMAL POLICY:

Service Animals and pets are honored as an important part of residents' lives. The limited capacity of the Village to support only a small number of such animals is also honored. Consequently, the following Pet Policies have been adopted:

SERVICE ANIMALS

- Service animals are welcome at Hope Village. A doctor's prescription for a service animal must be shown in advance of bringing the animal on Hope Village grounds. If someone with a service animal does not have a prescription, they may seek assistance from their case manager in locating a doctor to assess the need and prescribe a service animal.
- A service animal does not count in the "quota" of pets allowed to live at Hope Village. Service Animals must follow the same rules as other pets. However, if someone has a service animal but cannot obtain a prescription, that animal will be considered a pet and must be counted in the quota on a first come first served basis as outlined below.

PETS

- Dogs are permitted as pets at Hope Village. There will be a maximum of five (5) dogs at the village at any one time. Space for dogs is on a first come, first served basis.
- All pets must be tagged with ID as required by local regulations.
- No new pets may be acquired AFTER acceptance into Hope Village.
- All dogs must be spayed and neutered prior to moving on site. Applicants may seek help from their case manager in finding funds/veterinarian for such procedures.

- All dogs must be on leash at all times. If, at any time, the Village Council finds that a pet either poses a nuisance or danger to others or is not properly cared for, the pet must leave the village at the instruction of the Village Council.
- If the resident is off site, all dogs must be properly secured in the pet enclosure area under the supervision of another Villager.
- The owner must pick up all solid waste for their pet, keep their pet from annoying other residents either through trespass, barking or any other means. Failure to do so can result in the Village Council asking that the pet be removed from the premises immediately. Failure to remove the nuisance pet may be considered non-compliance and an incident report will be reviewed at the next Village Assembly meeting and appropriate action will be taken.

ABANDONMENT POLICY:

Village residents who have been continuously absent from the Village and have not remained in contact for a period of seven (7) days have abandoned their dwelling and are no longer a Villager. Their possessions will be removed from their previous dwelling immediately upon the dwelling being declared abandoned. Items will be marked with owners name and date of disposal. Owners then have a period of 8 days after their possessions have been removed to retrieve their possessions, after which time those items would be disposed of at Village discretion.

A structure will also be considered abandoned if a resident is spending less than 5 out of 7 nights at the Village.

Exceptions will be made for residents who are unable to contact the Village due to extenuating circumstances such as; jail, hospital, etc. Abandonment will not be considered for those Villagers who wish to spend time away from the Village for personal reasons provided they inform a Council member and make arrangements to cover their host hours when possible. In the case of emergencies exceptions will be made to for those unable to make arrangements to cover their host hours.

Process for documentation and storage of abandoned possessions:

When a unit has been declared abandoned at least two (2) members of the Village Council will remove items from the abandoned unit. They will document what items are present and place them in an available storage container or bag that is clearly labeled with the name of the former Villager and the date of the abandonment. These items will then be stored in the storage loft of the gate house or Rogue Retreat storage unit until such time as the owner retrieves them or they are over the 30-day limit. Once items have reached the 30-day limit the Village Council will determine the proper disposal of said items during the next council meeting.

ALCOHOL & DRUG POLICY:

- Possession of alcohol: 48 hour expulsion (enrollment in an AA program or random breathalyzer testing may also be required if Village Council or Board deems necessary).
- Possession of marijuana or marijuana paraphernalia (including pipes made from other items: cans, vegetables, bottles, etc.): 48 hour expulsion.
- Other illegal drugs or drug paraphernalia, including needles (if no proscripton for insulin or other IV medications), pipes (used for anything other then tobacco), and spoons that have been used for “cooking” drugs: permanent expulsion.
- Any other items suspected to have been used for drug related purposes will be dealt with on a case-by-case basis by the Village Council.

CLEANING POLICY

All Villagers are required to sign up to share in the duty of cleaning the Village bathrooms, kitchen, shower and laundry area. A sign up sheet will be available at the weekly Village Assembly meeting and the gate house.

1. First refusal to sign up or to adequately complete this requirement will result in a verbal warning and Villager will be required to sign up for two (2) spots the following month.
2. Failure to sign up for the two (2) days in the following month or adequately complete the cleaning duty will result in a written warning for the first violation and a 48 hour expulsion for the second violation. The Villager will again be required to sign up for an additional two (2) days on the following month.
3. Failure to sign up or adequately complete the cleaning duty would then result in a permanent expulsion.

COUPLES POLICY:

Couples must agree to abide by the following intervention policy if they have a fallout which results in one person moving out of a couple's unit. This must be filled out during the application process.

Application wording:

"We, the couple, in the event of a fallout resulting in an inability to live together and causing one person to move out of shared housing, will agree to the village policy that _____ will move out of the couple's unit into another unit. If no unit is available they will move out of the Village until another unit becomes vacant, at which time they will be placed at the top of the waiting list for the next opening".

If after being accepted into the Village and issued a dwelling unit a Village Member becomes a couple and wishes to add the other person to their unit the original Village resident would have first option to stay in the unit in the event of a fallout.

FOOD STORAGE POLICY

Fair sharing of resources is critical to the well-being of the Village. Hoarding or inequitable division of resources is unhealthy. Additionally, the Village is vulnerable to food stealth by dogs, cats, rodents and other animals. Rodents themselves provide a health hazard and we must discourage their presence by not having food available to attract them. Consequently, the following Food Storage Policies have been adopted:

- All community food that enters the Village as a donation must be stored in the community food pantry in an appropriate sealed container. No donated food may be taken to an individual residence. All community food must be eaten in community areas. This is not only for sanitation purposes but also to promote the social health of the Village.
- Non-perishable food purchased by the residents with their own resources may be stored in rodent and insect resistant containers in their residence.
- A limited amount of perishable food may be stored in the community refrigerator if it is labeled with a name and date. Items in the refrigerator without a label immediately belong to "everyone." No perishable food may be stored in an individual residence.
- All food should be prepared in communal spaces
- It is important, if one eats in their residence, to immediately wipe or sweep up any crumbs for the prevention of rodent infestation.
- Any resident who fails to store food properly in their unit may be ruled no longer able to have food in their unit by the Village Council.
- Residents may not take food from the community food area or any common food source to their residence to eat.

MEDICAL & FAMILY LEAVE POLICY:

Definition of Medical Leave: Medical leave is time off from Village duties, excluding utility payments so a Villager can address health and safety needs without losing-Villager or residence status.

Definition of Family Leave: Family leave refers to time taken off from Village duties, excluding utility payments for the purpose of caring for an ill family member or to assist a family member with crisis needs.

Time allowed for Medical and Family Leave: A Villager is allowed two weeks of medical leave or family leave with no documentation necessary. If the need is longer than two weeks, documentation may be required to present to the Village Assembly. If the Villager needs more than 60 days of medical leave or family leave, they would need to vacate their residence in order to allow a new Villager to get into the Village and would then be placed first on the wait list for re-entering the Village when their medical issues are resolved and they are able to be a full Villager once more. If they are unable to return within three (3) months they would need to reapply. Exception to this rule would be if no housing units become available before their three (3) months are up.

While on medical or family leave, if a Villager is staying onsite, they will be required to pay their utilities as normal. If the Villager attends the weekly Village meetings, they retain their full voting rights. If they do not attend, they forfeit their voting rights for that meeting.

PANHANDLING POLICY

Villagers must not panhandle or "fly signs" within Medford city limits. Violation of this policy may result in immediate expulsion.

PROBATIONARY VILLAGER STATUS POLICY

New resident undergo a four (4) week trial period to ensure that they are willing to follow the Community Agreements before being fully accepted as a Villager. The goal is to obtain a fair and objective view of the potential Villager that removes the "popularity contest" factor, and instead focuses on their willingness to be a contributing member of the community.

The Villager will be given a mentor who will guide them through orientation and do a daily check-in with the new Villager to answer any questions or concerns that they may have. It will also be the mentor's responsibility to counsel the Villager when any issues arise so that the concerns may be addressed. The mentor will report to the Village Assembly meeting once a week to advise them on how the new Villager is progressing.

After four (4) weeks, the Village Assembly, with at least (1) Steering Committee Member present, will open the weekly meeting to allow Villagers to express any legitimate concerns, questions, and compliments about the new Villager. After the meeting the Village Assembly will vote on whether to accept the new Villager based on whether or not the new Villager upheld their responsibilities, such as gate house, volunteer hours around the Village and cleaning duties and if the Villager has any incident reports? If so, can those be interpreted as part of the learning process and will not be a continual issue?

SMOKING POLICY:

There will be no smoking or electronic cigarettes (vaping) in the dwelling units or common community areas. Smoking is allowed in the designated smoking area only.

WAIT LIST VOLUNTEER POLICY:

Potential Villagers who have passed the background check and interview process will be encouraged to volunteer service to the Village to demonstrate a willingness to contribute and be a part of the community. A list of projects will be made available to help guide potential Villagers. A sign-in sheet will be maintained in order to supervise these projects.

HOPE VILLAGE COMMUNITY AGREEMENT

Hope Village is a transitional Village that provides a safe and secure place to be for those currently without housing. It is a self-governing community that is based on five basic rules:

1. No violence to yourselves or others
2. No theft
3. No alcohol, illegal drugs, or drug paraphernalia on the premises
4. No persistent, disruptive behavior
5. Everyone must contribute to the operation and maintenance of the Village

I understand that Hope Village is transitional in nature and exists to help me build more success in my life and move forward out of homelessness. Therefore I agree to the following:

- *I agree to meet with my assigned case manager to help me identify my strengths, set forth short term and long term goals in alignment with the Rogue Retreat Progress Levels to help me address the barriers I have that have contributed to my homelessness to help me become a self-sufficient member of the general community.*
- *I agree to be a positive member of this community and contribute toward making it a safe, secure, clean and pleasant place to live. Therefore I agree to the following:*
 - My behavior will be based on love and respect for myself and others.
 - I will not disrespect others based on ethnicity, religion, gender, sexual orientation, handicap, lifestyle choices, or economic status. Hope Village residents have the right to expect dignity and opportunity.
 - I will make Hope Village a place everyone feels safe and respected. For my own safety as well as the safety of others, I will not carry a weapon or act violently toward others or myself.
 - I will not steal and will make the members of the Village Council aware of any stealing I see. I will respect other people's property and community property and I expect other people to respect mine. (Stealing is one of the most upsetting things that can happen in our community)
 - I agree not to use illegal drugs or alcohol while residing in the Village. (I know illegal drugs and alcohol use can damage Hope Village)
 - I will honor quiet hours from 10:00 pm to 8:00 am so that others and myself can stay healthy and rested.
 - I understand that no personal guests will be allowed between 10:00 pm to 8:00 am.
 - I want to live in a clean, litter-free, comfortable space where I can bring friends, family and other guests. Also, I know that many communities such as ours get closed down for "health and safety" reasons. I will keep the area in and around where I live clean and orderly, and not store any personal items outside of my building footprint or allocated storage space.
 - I will do my part to keep the community areas clean.

- I will pick up after myself and my pet. If I have a pet I will keep it leashed at all times.
- I understand there will be a single point of entrance and exit that will be staffed 24/7, and that security shifts will be shared equally among Village residents to maintain a secure environment for Hope Village.
- I agree to work at least 10 hours a week on the operation and maintenance of the Village. This includes serving on the Village Council, helping with cleaning duties, construction projects, maintenance and clean-up crews, gardening, kennel duty, bicycle repair, helping plan activities and other jobs that need to be shared by community members. It can take a lot of work to keep the Village a safe, clean and pleasant place to live.
- I will support the goal of self-sufficiency by contributing \$2 per night for my living unit or \$60 each month and helping with fundraising events as needed to keep the Village strong financially.
- I will attend the weekly Village Assembly meetings, unless I have an acceptable reason for absence, in which case I will find out what went on by reading the meeting notes. I understand that decisions will be made through a majority vote, and that the Hope Village Steering Committee reserves the right to override decisions made. I agree to abide by all decisions made.
- I have completed the Background Check Form along with all other application documents honestly. I understand if the background check reveals otherwise, I may be asked to leave immediately.
- I promise to keep all of these agreements, as well as others that are approved at Village meetings. If I violate any agreements, the members of the Village Council are authorized to ask me to leave temporarily, or, in serious or repeat cases, to leave permanently. I will do so peacefully and not return unless I am authorized to do so. The failure to leave peacefully will result in a call to the Medford Police Department and I may be cited for trespassing.
- I know that Hope Village is a place where people value community and support each other. I will think of ways to make our community a better place to be. When I am concerned or upset with situations in the Village, I will bring these problems to the attention of the appropriate people so that we can work together to figure things out.
- I willingly sign these agreements as a contract between Hope Village and myself.

SIGNATURE

DATE

WITNESS FOR HOPE VILLAGE

DATE