

CITY COUNCIL STUDY SESSION MINUTES



MEDFORD
CITY COUNCIL

December 12, 2019

6:00 P.M.

Medford Room, City Hall

411 West 8th, Medford, Oregon

The City Council Study Session was called to order at 6:00 p.m. in the Medford Room of the Medford City Hall on the above date with the following members and staff present:

Mayor Gary Wheeler; Councilmembers Clay Bearson, Kay Brooks, Tim D'Alessandro, Dick Gordon, Alex Poythress, Kevin Stine, Michael Zarosinski; City Manager Brian Sjothun, Deputy City Attorney Eric Mitton, Deputy City Recorder Winnie Shepard; Councilmember Eric Stark was absent.

Jackson County Jail Inquiry

Jackson County Sheriff Nathan Sickler spoke about the need for funding to build a new jail facility. Councilmembers Stine and Brooks reiterated the questions submitted to the County. See attached.

Although Talent has decided not to support the jail, services will still be provided to Talent residents that are arrested. The County has not determined how Talent's portion of the jail would be paid.

Sheriff Sickler outlined the needs of the County, the services provided to the area, and the safety concerns due to insufficient jail space.

The County is interested in working with area partners regarding the use of land surrounding the proposed jail location.

Travel Medford

Travel Medford Senior Vice President Eli Matthews provided an update noting a variety of projects including an updated brand and logo, the development of a strategic marketing plan and a new visitor information center at the airport. Travel Medford has increased event promotion, including creating the Heart of the Rogue Festival scheduled for 2020, and continues community engagement through service on committees and supporting 25 events. Discussed the success of the Oregon Mayors Association event.

Representatives from Spotlight Media reported on their marketing efforts. They have closed Travel Medford's Twitter account, but utilize Facebook, Pinterest, Instagram and Google products. Spotlight Media provides all marketing services for Travel Medford.

Mr. Matthews noted that Medford has received record high transient lodging taxes.

Transient Lodging Tax

Ryan Martin requested Council's direction regarding removing the five-day grace period for transient lodging tax (TLT) payments. Inconsistent payments cause reporting difficulties and the payments to Travel Medford fluctuate. Other cities require payment of TLT taxes on the last day of the month or the 15th of the month. Staff found no other cities allowing a postmark due date. Staff recommends removal of the grace period and require payment on the last day of the month.

Council briefly discussed. Mayor Wheeler clarified there were no objections to staff moving forward with the Code amendment to remove the five-day grace period.

Charter Review

Deputy City Attorney Eric Mitton provided a history of TLT through the Charter. Council discussed whether to remove the TLT rate from the Charter and whether to set specific percentage rate. It was noted that staff contacted various cities and none included their TLT within the Charter.

The Charter change regarding the owner/operator language will be listed as a separate item on the ballot.

Mayor Wheeler clarified that a majority of Council preferred the specific TLT rate of 11% on the ballot. A study session will be set for February.

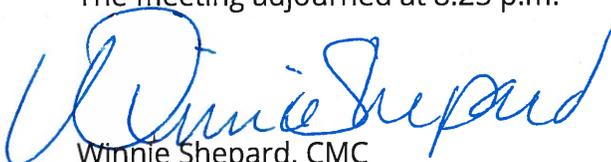
Temporary Shelters

Planning Director Matt Brinkley provided background on emergency housing. After discussion, Council did not object to removing the CUP requirement. Mr. Brinkley noted that the CUP allowed for special criteria through an appeal to City Council.

Council discussed whether to require a CUP within residential zones. The majority of Council preferred no change to the requirement. Discussed the neighborhood meeting requirement.

The code revisions will be presented as two separate items for Council approval.

The meeting adjourned at 8:25 p.m.



Winnie Shepard, CMC
Deputy City Recorder

Jackson County Law Enforcement District Questions

Kay Brooks:

Taxes:

In addition to legal constraints, there are public opinion or political constraints on total taxation for all needs. This 40% increase in the county portion of property taxes obviously could have some impact on the ability to raise or maintain revenue for other needs. For example, an RVTD levy will have to be renewed in May 2021. In deciding on the size and timing of the jail tax, did the county analyze a calendar of upcoming revenue needs across its own services and those provided by various districts and local governments, and if so, can we get a copy?

Jackson County did not survey all local governments to see if they have any upcoming needs in advance of coming to them and asking if they are willing to be included in the district. The County expects that each City is in contact with other taxing entities within their boundaries and will decide based on the needs of the citizens. We will be happy to provide their responses after we receive them. Jackson County does not anticipate the need to form any additional county wide service districts at this time.

What will happen if the county experiences a housing crisis similar to the one in 2008 and housing values precipitously fall?

Please see the attached graph.

Will this bring us closer to compression?

Is "taxing the gap" between assessed value and real market property volatile and unstable?

How was the gap affected in 2009 after the housing crisis?

Does the county intend to increase property taxes 3% each year of the 20-year bond as stated in previous city council meetings?

When Measure 50 passed Jackson County was given a permanent rate limit just the same as all other local taxing entities. That rate limit is assessed against the taxable assessed value (TAV) of all property inside the county. The TAV is the lesser of the maximum assessed value (MAV) or the real market value (RMV). The MAV is calculated for each property as though it existed in 1995-1996 less 10% plus 3% per year. As long as the RMV doesn't dip below the MAV the MAV equals the TAV. Based on what we have seen since Measure 50 was passed we do expect the TAV to increase by at least 3% per year for the foreseeable future. Since permanent rate limits can only be changed by a state wide vote we do not see a time when the county's permanent rate limit will increase by any percent. The construction bond will be backed by the full faith and credit of the Jail District and will be paid with a portion of the district's permanent rate limit.

How will this affect compression?

A new taxing district will increase the potential for compression however based on the last calculation, if the district is formed and funded Medford would still have over \$4.50 cents before city wide compression would take effect.

In an email from Sheriff Sickler and Administrator Jordan, the true cost of the jail for operations and construction over the 20 years is \$852 million. Deducting current operations costs and the bond amount, there remains an additional \$400 million that will be necessary over the next twenty years for its ongoing operation. Where does the county intend to find the additional \$400 million beyond the bond amount and current funding for operations at \$15 mil/yr?

Funding over the first 20 years is projected to come from jail revenues (Grants, gifts, allocations, donations) in the amount of \$96,295,485, Jackson County's general fund (permanent tax rate) in the amount of \$241,798,994 and from the new district's permanent tax rate \$514,042,038 (including bond debt service) for a total operating cost of \$852,136,5817

How much of an increase in taxes will it be (including the jail levy) once the bond measure for

EMS services is factored in?

By EMS we assume you mean ECSO. Bonds are not subject to the Measure 5, \$10 limit however it is projected to cost \$.09/1000 in the first year. Since the bond payments will be a flat amount the rate per thousand will decrease over time. Debt service is projected to be approximately \$1,882,000 per year.

Data:

What is the breakdown of charges of inmates currently lodged in the jail? (ex: measure 11 charges, drugs, etc)

Charge Breakdown can be found on the last page of the Inmate List (SEE ATTACHED REPORT DATED 12/11/2019). This report can be generated with current, real-time data. Here are some factors to consider when looking at the breakdown:

Main Jail vs. Other Jail

Main Jail category - currently in the physical custody of the Jackson County Jail

Other Jail – In legal custody of Jackson County, but physically held in another facility. For us this means that are at the Oregon State Hospital.

Summary by Level of Charge – This report shows the highest level of charge currently holding our inmate population. Unclassified charges include Parole and Probation Holds, Federal Holds, Out of County Warrants, and other similar holds for other jurisdictions.

Summary by Charge Status – This list shows the total number of charges of all inmates in custody.

Summary by Person/Non-Person Status – Total number of inmates with charges in Person/Non-Person categories.

How many more days, on average, would pretrial offenders spend in jail if there were open beds?

How many days would depend solely on the charges, the history of the offender, the risk to the community and this would be decided by the courts after a thorough risk assessment. Forced releases are a symptom of an unhealthy criminal justice system and we have a significant problem with forced releases.

How did the county calculate how many extra days it needs, and how did was that correlated to how many more beds needed? Do you need one more day on average? Two more days? Twenty more days?

The Needs & Conceptual Design Analysis completed by DLR in December 2018 addresses this issue (Page 14). Essentially, DLR gathered statistical information related to Average Days in Jail dating back to 2008. Using this information, DLR looked at the national average (14 to 21 days) to determine the gap between current service and the national average. For more detailed information regarding these computations please see the DLR Analysis. Their analysis looked a snapshot of an average days and used around 4 days in jail. We are around 8 days in jail at this time and things have been improving in the county since the days in jail increased and forced releases have decreased.

On a typical day, how many people are confined in our jail who have NOT been convicted of a crime?

What is the percentage of inmates that are pre-trial?

The Bed Usage report from October 2019 reflects the following average statistics:

- Pre-Conviction – 58.4%
- Probation/Parole Violation – 23.9%
- Other – 15.8%
 - Includes Federal, Fugitive, Sentenced, Oregon Corrections, and Treatment Court

How many/what percent annually of inmates are released early?

Released Early is a difficult term to quantify as it come occur for a variety of reasons. Early releases can be ordered by the court, and inmates completing sentences are typically always released early due to earning good time. My interpretation is that the question is specifically referring to the percentage of inmates who are released due to capacity limits of the facility. Here are the statistics for the past two years:

- **2017 – 14,004 Bookings 6,952 Early Releases – 49.6%
- **2018 – 13,429 Bookings 5,326 Early Releases – 39.7%
 - **The total number of bookings includes individuals who were sent to the jail, by the court, to complete a “Process Only”. This is a process by which people who were cited by police to appear in court are entered in to the jail record system. Process Only lodgings are not considered as part of the jail’s early release consideration. To accurately determine the percentage of early releases, considering only those who were eligible for consideration, the Process Only lodging numbers should be removed. This will increase the percentage of early releases.

What is the percentage of failures to appear?

The data from the December 11, 2019 Inmate List shows 53 inmates who currently have Fail to Appear charges. Of these 53, 4 are for Failure to Appear warrants from other counties.

Of those failures to appear, what data do you have to track re-offenses while they are out?

That data is not compiled at this time, but I can say we have significantly dropped FTA warrants and warrants overall. Frequently these individuals generate multiple cases, sometimes over years. See attached examples of our FTA custody list.

What is the daily dollar cost for housing an offender in jail?

While there is no consistent cost per day for housing an inmate in jail, Jackson County currently estimates the charge is around \$100 per day.

Does the county track chronic offenders?

We do track chronic offenders meaning those who meet the requirements of failing to appear repeatedly. Also, we are currently tracking data on chronic offenders. Based on recent data we found in a 12 month period we had 365 offenders who were booked in our jail 6 or more times.

What percentage of our overall bookings are for multiple repeat offenses?

A recent analysis of a 12-month period showed that 9,288 of 13,419 lodgings were repeat offenders.

The December 11, 2019 Inmate List showed that 86 of 324 total inmates had a single charge holding them in the facility. All other inmates had multiple charges.

Does the county track demographic information during booking? (race, age, income etc...)

Certain demographic information is gathered during the booking interview. Some of this data is related to physical identifiers (race, age, etc), other information is for statistical data (occupation, highest education). We do not collect income information as part of the booking interview.

What tools does the county use to track drug treatment and mental health needs of those lodging in the jail?

The Jackson County Jail’s contract medical provider, Well-path, collects and maintains data related to Mental and Behavioral Health needs, assessments, and treatment. We also have excellent working relationships with the ARC.

How many people in our county are incarcerated because they cannot afford to pay fines and fees?

All inmates housed in the Jackson County Jail have current criminal cases and/or probation violations.

How many people in our jail have been convicted of non-violent misdemeanors and low-level offenses?

The included Inmate List (SEE ATTACHED DATED 12/11/2019) shows that the current inmate population includes 1 person who has been sentenced for a Non-Person Felony charge. This is the only person currently in custody who has a sentence to a "low-level offense" and does not have other pending matters. Sentenced Parole and/or Probation violators are not included in this number.

- These inmates can be identified on the Inmate List because they have a date in the Release Date column.

For reference we also included Inmate Lists of who was in custody on the same date over the past 3 years for reference. As you will see we are not holding minor offenses in our jail.

How many people in our county jail are being held for other authorities, such as other counties, state prisons, Immigration and Customs Enforcement (ICE), or the U.S. Marshals? Will be beds be held in the new jail? How many are being held for prison transfer?

The October 2019 statistics showed an average of 15.8% of the jail population was being held for other jurisdictions. This is an average of 46.81 inmates. We only hold ICE prisoners if they are facing criminal charges, we do not hold for administrative reason.

How many people in our county jail are being held for technical violations of probation and parole? Are there lesser sanctions we can use?

Out of the 2450 plus individuals in our county who are on probation, we use about 60 to 70 beds of jail space at a time. Jail is frequently the last option used unless there is a threat to community safety. We need a significant increase in bed space to utilize and take full advantage of programs that are alternatives to traditional custody.

Community Justice attempts to use the least restrictive sanction to adequately address the violation while still maintaining community safety. Lesser sanctions other than jail include the Community Justice Transition Center, home detention, community service, increased reporting and curfew. Parole and Probation Officers will look at interventions to address technical violations which may include increased level of treatment, cognitive interventions or referral to an evidence-based group for justice-involved individuals (Thinking for a Change, Moving On) as well as other Officer-led and case plan-driven interventions.

Through the use of Supervisory Authority, individuals on supervision or serving a local sentence are able to be transferred to alternative placements within the community, taking into consideration risk and community safety. They may start at the jail but can be moved to a lesser form of custody depending on risk and available resources. They can also move back to a more restrictive form of custody.

Alternatives and Diversion

What analysis or studies did the county do to calculate the potential numerical benefit of programs to divert people from jail in the first place or reduce recidivism?

We have a significant issue with criminality. We did an assessment on the cost of crime and we have a higher than average rate of cost than the rest of the state. A new jail will certainly reduce recidivism. Extra bed space has helped reduce crime in our County, Lane County, and Josephine County. In addition, the National Institute Corrections advised the programs in place in Jackson County, which were alternatives to traditional custody, should be modeled in other counties.

There has also been substantial work done in our county to reduce recidivism and find alternatives to custody. Please refer to link for more information.

<http://jacksoncountyor.org/community-justice/General/News-Information/local-public-safety-coordinating-council-community-corrections-act-plan-2019-1>

If you did any, can you tell us who conducted that analysis, and can you provide the analysis and findings?

Please refer to the NIC prior studies. There are 3 different ones attached.

The county has said that it looked at other counties as one way to calculate the cost of jail capacity expansion. What analysis did you do of strategies being used in other counties in Oregon and in other states to reduce the number of people taken to jail and to reduce recidivism?

We have excellent alternatives to traditional custody and opportunities to reduce recidivism once someone is convicted or their case is adjudicated. These programs are all compromised when you have a lack of viable jail bed space. We would reduce long term involvement with the criminal justice system by having ample bed space and we frequently look for creative ideas, but each county is unique and has its own issues. Reducing crime rates is the best way to reduce jail population and we have seen a decrease in crime and forced releases since we have held individuals in our facility longer. In addition, our county probably uses Cite to Appear over arrest more than most counties in Oregon due to a lack of bed space and other factors. This has clearly not been a benefit to our criminal justice system or to the safety of our community.

Who conducted it, and can we get a copy?

Much of this data has been presented in various city council meetings, community meetings, BOC meetings, public meetings. There is also significant resources on the Sheriff's Office web site.

The county told the Ashland council that in 2008 Jackson County came very close to getting a 24/7 psychiatric crisis center but that funding didn't work out because of the recession. That was 11 years ago. Other counties have such centers and say it is an essential tool for diverting people to a more cost-effective response than taking them to jail.

The people who end up in our jail generally have demonstrated they are a danger to themselves or others, in addition to committing a crime or multiple crimes, and need a few days to stabilize so they can be assessed. (Info from QMHP in our jail). These individuals would not be suitable for a crisis center as they are often combative. However, a 24/7 Crisis Center to compliment a larger and more capable jail would certainly be ideal.

As the county prepared the jail tax proposal, is there a plan in place to create that 24/7 center here? If so, who has been involved in developing that plan?

We are fully prepared to partner with the community, CCO's, OHA, the local hospitals, health care providers, and non-profits to develop a plan for a Crisis Center. The cost for construction and operation would likely increase any tax proposal to a degree not palatable for the voters and would likely require multiple partnerships to sustain operations.

How will it be funded? When can we expect it to be operational?

See above and if it were to happen it would most likely be most cost effective to build at the same time as the jail.

If there is no plan, why was that not part of the calculation in deciding how big a new jail would need to be and in deciding how to use the county's reserves and projected revenue from the new jail tax?

See above answers. A Crisis Center would not change the size of the proposed jail as there are many factors to consider when deciding the size of the jail. We are trying to build a facility for today, tomorrow and well into the future. Due to economy of scale and best practices we would need the same size facility to hold 400 or 700.

In ORS 430.630(9)(A), the county commissioners are outlined as the local mental health authority and required to coordinate with the CCOs in the development and review of the CHIP (Community Health Improvement Plan). When was the last time this was done?

Jackson County has been participating in the Community Health Improvement Plan (CHIP) process over the past two years. It has identified mental health and addictions as a priority for the upcoming CHIP and the county has used these outcomes and recommendations to direct the work that is related to their areas of responsibility, as have the CCO's, the hospitals and public health. All these organizations are required to do these types of evaluations and determine their plans moving forward to support those identified areas and the areas of responsibility that they each have.

Does it identify the required below:

The CHIP does not identify the required items below specifically, but the county does continue to coordinate a variety of services for which they provide to the indigent and uninsured individuals of the county, as outlined in our Inter Governmental Agreement (IGA) with the Oregon Health Authority. With the creation of CCO's the responsibility for the Medicaid population falls to them. The county is an entity at the table and assisting the CCO's and other community partners in identifying and meeting the needs of the populations.

(A)Coordinate and ensure accountability for all levels of care described in paragraph (e) of this subsection;

Coordinating and ensuring accountability for all levels of care in relation to the populations that the county is now responsible for, which again is the indigent and uninsured population.

(B)Maximize resources for consumers and minimize administrative expenses;

With the changes in the funding streams for mental health services, it is difficult to braid money and to leverage as there are administrative burdens and costs on all of the providing agencies, both CMHP's and CCO's have administrative costs and functions. The county makes the most of the resources it has and often provides services because it is the right thing to do, even if there are no dollars attached to delivering or providing the services. For example, the number of Medicare recipients the county serves for mental health needs, there are few providers that are eligible to bill for these services and the rates of reimbursement are very low.

(C)Provide supported employment and other vocational opportunities for consumers;

We provide supported employment services to those individuals that are enrolled in services at JCMH, using the small amount of money that we receive in our IGA and through our contract for services with Jackson Care Connect. Prior to the change in funding streams, JCMH had the largest supported employment team in the state and paved the way for supported education to become a billable service as part of the effort to return folks to work.

(D)Determine the most appropriate service provider among a range of qualified providers;

The standard of care for individuals with qualifying mental health diagnosis is always at the lowest level of care that is possible, based on the individuals needs and risk factors. There are many qualifying documents required to determine level of care and establishing medical necessity for those levels of care. JCMH coordinates with individuals and their CCO's to assist in finding appropriate levels of care with the right providers based on the needs of the individual.

(E)Ensure that appropriate mental health referrals are made;

For the individuals that JCMH comes into contact either through crisis services or through the open assessment process, staff work to ensure that individuals are referred to the correct provider and services that are available to them through their insurance plan. These vary from CCO to CCO and from commercial provider to commercial provider. If the individual is indigent or uninsured, JCMH offers and provides the appropriate level of services for that individual.

(F)Address local housing needs for persons with mental health disorders;

Housing is another priority that has been established through the Community Health Improvement Plan and is an ongoing need for this population. The housing crisis is real for these individuals and the county has been an active participant in the Continuum of Care process and provides some dollars to assist many of these individuals with housing, support and resources as their funds allow.

(G)Develop a process for discharge from state and local psychiatric hospitals and transition planning between levels of

care or components of the system of care;

Through the IGA Jackson County receives dollars for an Essential Needs Care Coordinator that works diligently to develop and assist in the process of discharges from state and local hospitals, working with the CCO's to ensure that there is adequate transition planning between the levels of care. There is a process in place for this now and is followed for all individuals at the Oregon State Hospital and for psychiatric hospitals, working with the CCO's for their members transitions.

(H)Provide peer support services, including but not limited to drop-in centers and paid peer support;

Jackson County started the consideration of establishment of the Compass House, which is an Evidenced Based Practice for peer ran services and invested the initial start up dollars and staffing to support this process leading to the first accredited Clubhouse Model in the state.

Jackson County wrote for a grant in 2014 for the funding of a youth hub, which is a drop-in center for youth ages 16-24. YouthEra is the provider of these peer ran services and operate the Medford Drop, which is located below Oh's Osaka. The county continues to fund that program through the dollars received in the IGA specifically for that program.

Jackson County also has paid peer support providers across their continuum of care including Crisis Services, Assertive Community Treatment team, WRAP Team and Forensics programming.

(I)Provide transportation supports; and

Jackson County provides transportation supports through case managers and skills trainers that are assigned to work with individuals to ensure they have transportation to medical appointments and skills to use public transportation when available. JCMH also coordinates with the non-emergent transportation providers for the two CCO's to ensure clients have access to the transportation covered through their insurance providers. JCMH also uses some of the IGA dollars to pay for secure transport services when needed to transport individuals to higher levels of care.

(J)Coordinate services among the criminal and juvenile justice systems, adult and juvenile corrections systems and local mental health programs to ensure that persons with mental illness who come into contact with the justice and corrections systems receive needed care and to ensure continuity of services for adults and juveniles leaving the corrections system.

Jackson County Mental Health does assist and provide coordination services to both adult and juvenile corrections systems, as appropriate. JCMH provides WRAP around services and supports to 45 youth who are multi-systems involved for Jackson Care Connect, per a contract, not through the IGA. JCMH also provides crisis supports and consultation to the juvenile justice system.

Jackson County Mental Health responded to a grant for Jail Diversion Services in 2014 and received funding that is now part of the IGA for two mental health therapists and two case managers. These staff are imbedded with Community Justice staff and also do reach in to the jail.

In addition, JCMH has supported the establishment of a Mental Health Court, which the two CCO's assist in paying for the coordinator position.

Does it provide the required services below outlined in 430.660(9)(iii)(e):

(A)Twenty-four-hour crisis services;

Yes

(B)Secure and nonsecure extended psychiatric care;

Yes, as appropriate and through contracts with services providers

(C)Secure and nonsecure acute psychiatric care;

Yes, as appropriate and through contracts with services providers

(D)Twenty-four-hour supervised structured treatment;

Yes, as appropriate and through contracts with services providers. Pay for one bed at the Beckett Center specifically for indigent and uninsured individuals.

(E)Psychiatric day treatment;

Yes, as appropriate and through contracts with services providers

(F)Treatments that maximize client independence;

Yes, as appropriate and through contracts with services providers and through JCMH staff for individuals involved in services

(G)Family and peer support and self-help services;

Yes, as appropriate and through peer services offered to JCMH clients. Involved with NAMI, Compass House and Youth Era Medford Drop.

(H)Support services;

Yes, as appropriate and through staff that work with clients open to the JCMH system, including case management supports, medication supports, skills training and peer supports to name a few.

Prevention and early intervention services;

Yes. JCMH has many prevention and early intervention services that are offered to the indigent, to all community members through crisis services and to some specific populations through JGA funding. Some of these programs included:

EASA for young adults experiencing their first signs of psychosis

Parent and Child Interactive Therapy (PCIT) an evidenced based practice for younger children and their families, to promote attachment and positive parenting skills for behaviorally and emotionally challenged children.

Suicide prevention and post-prevention efforts, leading the community through this process and promoting training and interventions

Mental Health First Aid trainings to assist community members in expanding their tools available to them when they encounter individuals who are having a mental health issue.

Crisis Intervention Team training for law enforcement, partnering with Medford for the past seven years in this effort.

(J)Transition assistance between levels of care;

Yes, as appropriate.

working with CCO's in the transition of members between levels of care for adults as appropriate.

Individuals open to JCMH for services would receive assistant in the transitions from the case managers and skills trainer assigned to those teams.

Children enrolled in Jackson Care Connect and receiving WRAP services through JCMH would be provided this assistance from the WRAP coordinator.

Anyone under the age of 18 who is in psychiatric crisis and in need of supports while either awaiting a higher level of care or a diversion service from a higher level of care, is served by the JCMH CATS team (Crisis and Transition Services).

(K)Dual diagnosis services;

Yes, as appropriate. JCMH provides dual diagnosis services to individuals served on the ACT team, the EASA team and in the Forensics program as appropriate. JCMH also work through other providers in the coordination of care for individuals with both mental health and substance abuse issues.

(L) Access to placement in state-funded psychiatric hospital beds;

Yes, as appropriate and through contracts with services providers. Again JCMH would work to coordinate the placement in those beds as appropriate with the CCO providers and for the indigent, uninsured and individuals open to services through JCC.

(M) Pre-commitment and civil commitment in accordance with ORS chapter 426;

Yes. JCMH provides these services. Through certified Pre-Commitment Investigators, JCMH provides the evaluation, coordination and the monitoring of individuals through this process. JCMH also provides the funding for a position in the District Attorney's office to provide the legal support and processing of these cases.

(N) Outreach to older adults at locations appropriate for making contact with older adults, including senior centers, long term care facilities and personal residences.

Yes. JCMH receives dollars through the IGA for an Older Adult Behavioral Health Specialist that is contracted out to Rogue Valley Council of Governments for a full-time staff to work with this population, provided education, work to bust barriers and to identify gaps for this population.

The fact sheet, "Jackson County Mental Health: Information and Services," lists "Mobile Crisis" as one category of services but does not provide details.

How many and what type of staff are devoted to that?

- 11 QMHP's (Masters Trained Clinicians)
- 1 case manager
- 1 skills trainer
- 4 peers

Covering what hours?

Crisis services, including mobile response, is available 24/7. Crisis walk-in services are available during HHS building office hours, Monday – Friday from 8 am to 5 pm.

How many diversions have been accomplished through that program in what time period?

It is difficult to calculate what didn't happen as far as diversion numbers go. However, JCMH has provided 4,581 crisis services for the first 9 months of 2019. (According to MOTS data from OHA). The state has recently changed the definition and tracking of mobile crisis and diversion so we hope to actually have some better data as time moves on.

How many individuals engaged through those services ended up being taken to jail?

Again, difficult to calculate but they would generally not intervene in situations where the individual is violent or committing crime in progress.

It says there is a "law enforcement only backline to assist in more immediate access and response to mobile crisis staff." What does that mean, and can you provide data on how that works?

JCMH recently added a phone number that is specific for law enforcement officers only to contact a Crisis therapist directly, 24/7. Previously when law enforcement would attempt to contact a Crisis therapist, during business hours they would go through our front desk staff who would transfer them to a Crisis therapist. During non-business hours, they would contact our messaging service, who would contact the Crisis therapist, who would then return the phone call to the officer. Now, law enforcement have a direct line that rings through to our Crisis cell phone 24/7 and by-passes all support staff or messaging services.

At a presentation by officials from Marion County, Jackson County officials said that at one time they tried to start a program of crisis response teams pairing a deputy with a trained health professional to handle calls that could result in diversion instead of arrest, but that funding for that initiative was cut. In preparing the jail tax proposal, did the county consider trying to fund such a program at a substantial level like in other counties?

The Mental Health Crisis Response team in Marion County is funded through OHA dollars. OHA does not provide us with enough funding to create or maintain such a program.

[If so, did it calculate the potential impact on what size jail might be needed?](#)

A team like this would not begin to alleviate the need for a new jail or impact the size of the jail. According to our QMHP our jail is not housing individuals who are not presenting a risk to themselves or the community.

[If there is such an analysis, who did it, and can we get a copy?](#)

No analysis was done as it would not impact the need for a modern, updated and larger jail.

[Has the county consulted with the nation's leading experts on diversion programs and effective strategies to reduce recidivism?](#)

The county has consulted with the National Institute of Corrections multiple times. We have consulted with DLR and nearly every professional person who has worked in the Criminal Justice System in Jackson County understands this aspect (the jail) is broken due to size and design. We are committed to best practice, reducing crime rates (recidivism), and protecting the community. While we realize the need for additional Social Services we also know those programs will likely be less effective without effective Criminal Justice Services.

[For example, the Vera Institute of Justice has conducted a great deal of research that calls into question whether more and longer jail time reduces recidivism.](#)

Each county is unique and presents its own challenges. In Jackson County those who are involved in criminal activity whether they have anti-social disorders, addiction issues, or suffer from Mental illness spend little or no time in jail until they have declined to the point they are such an issue for the criminal justice system they get noticed. Many at this point have trapped themselves into the criminal justice system long term. It is often overlooked that these individuals will not seek help or resources on their own and they will continue to victimize the community until they are not able to or until they choose to change. The community must be protected from these individuals and we must consider the trauma to the victims left in these individuals' destructive wakes.

[The MacArthur Foundation has a program helping at least 52 local jurisdictions to implement more effective alternatives to constant jail expansion. Did county staff or consultants review that type of research in shaping a solution to jail overcrowding? If so, can we get copies of the analysis that was done? Has the county sought funding from MacArthur or other sources to implement alternatives?](#)

We have not consulted with the MacArthur Foundation. While we have a significant overcrowding issue, we also have a building that does not allow us to use best practices due to its design, it is old and will need significant upgrade and/or repair over the next several years. While the county is open to implementing programs that will reduce jail population it will not take away from the need of a new facility. A new facility in conjunction with innovative programs may ensure a new facility serves the needs of our county for the next several decades.

Kevin Stine:

[Where is the increase to \\$4M for Jackson County expenses for mental health coming from?](#)

The 4.3 million is coming from two places if the service district is passed by voters. About 3.5 million for Medical, Mental Health Addiction Services will come from the district. The other 800k will come from the General fund.

Jail Questions (Cont.)

If Talent does not agree to be included in the District, and when the District is approved by the voters, it would seem that the citizens of Talent would receive the benefits of the jail, but would not need to pay anything? Is there some way to charge the City of Talent for jail services used or an annual fee to offset their share of the costs of the jail?

Answer: We may not charge Talent directly for jail services but we would most likely look at all the other services we provide through the Sheriff's Office, such as records service, RMS, ARS, warrant services and a host of other things we currently do not charge for. We have not determined this in full as they still have an opportunity to come into the district. I will be committed to making sure there is equity between the cities in the best way I can.

When the measure is approved by the District, the money the County currently spends on the jail operations would reduce folks property taxes?

Answer: The county is still going to need to commit the same amount of general fund money to jail operations even if we get a service district. There will be no adjustments to the taxes as a result of the district passing. To keep the rate as reasonable as possible (.87 + cents) we needed to combine the new revenue from the district and the current allocations.



MEMORANDUM

To: Mayor and City Council *for December 12, 2019 study session*
From: Eric B. Mitton, Deputy City Attorney
Date: December 9, 2019
Subject: Transportation Lodging Tax

DIRECTION SOUGHT

Two changes are anticipated to be sent to voters as to the Transient Lodging Tax (TLT) provision of the Medford Charter. With the first proposed change, language would be amended making clear that transient lodging intermediaries such as VRBO and AirBNB are responsible for remitting transient lodging tax, as opposed to placing that responsibility solely on the "owner or operator of the rental space" (who does not collect payment directly from the guest in the AirBNB-style business model). No additional direction is needed on this matter at this time.

With the second proposed change, though, staff is asking Council for direction. The maximum rate of TLT would be increased from the current maximum of 9%. Staff is asking Council for its preferred direction regarding a proposed increase, whether that maximum should be increased in the charter to 11% (which would then require another Charter change for additional increases), or whether the Charter should be changed to defer to an ordinance for the TLT rate (in which case, the rate could be adjusted in the future without an additional ballot measure).

PRESENTATION OUTLINE

- Presentation overview and information – Eric B. Mitton
- Discussion and Direction – Mayor and City Council

SUMMARY

In 1975, the Medford Charter was amended to allow for the collection of TLT. The original maximum amount was 6%. In 2000, that maximum rate was amended by a vote of the people to 9%.



In terms of the maximum TLT rate, there is no standard amount state-wide. City staff surveyed seven other cities; the results of that survey can be found in Exhibit A. Rates tended to be lower in cities where the counties also collected a TLT. For example, while the City of Hillsboro only collects 3% TLT, Washington County also collects 9% TLT, resulting in a total TLT paid within Hillsboro to local governments of 12%. Bend has the highest municipal TLT rate of the surveyed cities, with a rate of 10.4% (although Deschutes County does not collect TLT). The highest combined TLT rate is for the City of Beaverton, where the City collects 4% and Washington County collects 9%, resulting in an effective rate of 13%.

In terms of whether the rate should be set by ordinance or set in the Medford Charter itself, all seven cities surveyed set the actual TLT rate by ordinance. There does not appear to be any legal requirement that the maximum rate be set in the Medford Charter itself. However, for the past 44 years, the City of Medford has set the maximum amount in the Charter, requiring a vote of the people for any increase. Medford voters may be concerned about changing this method given that it has been the status quo for so long.

DIRECTION SOUGHT

Option 1

Amend the "owner or operator" language and increase the maximum TLT rate to 11%, set by the Medford Charter.

Option 2

Amend the "owner or operator" language and move the TLT rate from the Charter to ordinance.

STAFF'S RECOMMENDATION

As to a maximum rate for TLT going forward, staff recommends 11%. Staff takes no position on whether the rate should be set by ordinance or by the Charter itself.

NEXT STEPS

Staff will prepare documents consistent with Council's direction to commence the ballot measure process. The next step in that process would be at the January 2, 2019 meeting.

EXHIBITS

A Spreadsheet of TLT Provisions in Other Cities

Name	Collection Period	Due Date	Tax Rate	Delinquent Penalty	Interest	Additional Information	Rate Set By
City of Gresham	Quarterly	Last day of month following completion of each quarter	6% of Taxable Rent, 5.5% Multnomah County	1. 10% of tax amount will be charged if payment is after delinquent date (30 days). 2. In addition to first penalty - If payment not made within 30 days of delinquent date, 15% of amount of tax shall be due	N/A	N/A	Ordinance
City of Beaverton	Monthly	End of subsequent collection month	4% of Taxable Rents; 9% Washington County	1. 30 days or less past due: multiply net tax due by 10% 2. 30 days or greater past due: Penalty increases by another 15% for a total of 25% of net tax due	N/A	5% Collection Rate Fee	Ordinance
*Washington County Collects							
City of Tigard	Monthly	End of subsequent collection month	2.5% of Taxable Rents; 9% Washington County	1. 30 days or less past due: multiply net tax due by 10% 2. 30 days or greater past due: Penalty increases by another 15% for a total of 25% of net tax due	N/A	5% Collection Rate Fee	Ordinance
*Washington County Collects							
City of Bend	Monthly	Form & payment due by the 15th for the preceeding month, even if no gross rent was received	10.4% of Taxable Rent	1. 30 days or less past due: multiply net tax due by 10% 2. 30 days or greater past due: Penalty increases by another 15% for a total of 25% of net tax due	1% of Total Tax Due if not submitted by due date, 1% per month of tax is owed	5% Rebate returned to lodging operators as a service fee for collection	Ordinance
City of Hillsboro	Monthly	End of subsequent collection month	3% of Taxable Rent; 9% Washington County	1. 30 days or less past due: multiply net tax due by 10% 2. 30 days or greater past due: Penalty increases by another 15% for a total of 25% of net tax due	N/A	5% Collection Rate Fee	Ordinance
*Washington County Collects							
City of Springfield	Monthly	Tax return and payment of the tax is due monthly on or before the 15th for the preceeding month	9.5% of Taxable Rent	10% penalty if payment received after due date. If payment is > 60 days an additional 15% penalty will be imposed	0.5% of the Total Tax Due per month until the tax is paid in full	5% Collection Rate Fee	Ordinance
*City of Eugene Collects							
City of Corvallis	Quarterly	15th day of the month of the preceeding quarter	9% of Taxable Rent	Delinquent status on the last day of the month in which tax is due (last day of month preceeding quarter end), penalty is 10% of tax due. If payment not remitted within 30 days of delinquent status, 15% of tax due plus initial 10% due in total.	N/A	N/A	Ordinance

Temporary Shelters
City Council Study Session
December 12, 2019

Overview

- Background
- Policy Options
- Council Direction

Council Direction

Should the Land Development Code pertaining to Temporary Shelters be amended to ...

Clean up any inconsistencies and remove redundancies between the City's Temporary Shelter Policy and the Land Development Code?

Council Direction

Should the Land Development Code pertaining to Temporary Shelters be amended to ...

Make Temporary Shelters in commercial & industrial zones permitted by right with special standards instead of a CUP?

p. 22

Council Direction

Should the Land Development Code pertaining to Temporary Shelters be amended to ...

Allow Temporary Shelters by right with special standards instead of a CUP

OR

Allow Temporary Shelters serving fewer than 16 people by right with special standards BUT continue to require a CUP for Temporary Shelters serving more than 15 people

p. 22

Background

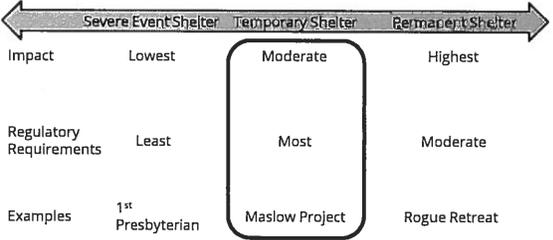
PLANNING

Background

- Council adopted DCA-17-062, Temporary Shelters, on September 20, 2018
- October 24 City Council Study Session, reviewed proposed changes to Chapter 10 and the "Temporary Shelter Policy"



Background



Key Provisions	Severe Event Shelter	Temporary Shelter
Permitting Requirements	Operational Permit (can only operate during severe event per policy)	Conditional Use Permit & Operational Permit
Intended Operational Period	During declared severe events (typically 2-3 days)	3-6 months
Applicable standards	Exhibit A; City Temporary Shelter Policy	MLDC Section 10.819A; City Temporary Shelter Policy
Minimum Staffing	2 + Fire Watch	2 + Fire Watch
Public Input Process	No	Yes
Intended Populations Served	Homeless and persons without adequate shelter	Homeless

Background

MLDC 10.314 Permitted Uses in Residential Land Use Classification

6. NONRESIDENTIAL SPECIAL USES	SFR 00	SFR 2	SFR 4	SFR 6	SFR 10	MFR 15	MFR 20	MFR 30	Special Use or Other Code Section(s)
(a) Bed and Breakfast Inn	X	X	Cs	Cs	Cs	Ps	Ps	Ps	10.828
(b) Child Day Care Center	Cs	Cs	Cs	Cs	Cs	Cs	Cs	Cs	10.811
(c) Institutional Uses	Cs	Cs	Cs	Cs	Cs	Cs	Cs	Cs	10.815-817
(c)(i) Temporary Shelters Accessory Uses	Cs	Cs	Cs	Cs	Cs	Cs	Cs	Cs	10.816-817 & 10.819A
(c)(ii) Severe Event Shelters, Accessory Uses	Ps	Ps	Ps	Ps	Ps	Ps	Ps	Ps	10.825

Background

MLDC 10.337 Use Permitted in Commercial and Industrial Zoning Districts

	C-SP	C-N	C-C	C-R	C-H	I-L	I-G	I-H	
004 Temporary Shelter	Cs	Cs	Cs	Cs	Cs	Cs	Cs	Cs	10.819A
005 Severe Event Shelters	Ps	Ps	Ps	Ps	Ps	Ps	Ps	Ps	10.825

Background

Special Use Standards

Section 10.819(A) – (D)

- Temporary Shelter Operational Permit in compliance with "The Policy"
- Operations Plan
- Supervision
- Capacity
- Operational Period

Background

Special Use Standards

Section 10.819(A) - (E)

- Reporting
- Standards for closure or suspension
- Siting standards

Policy Options

PLANNING

Policy Options

1. Amend temporary shelter special use standards to be consistent with the updated "Temporary Shelter Policy" and remove any redundant standards that are already addressed in the The Policy.

Policy Options

- 2. Change land use permitting requirements in commercial and industrial zones from conditionally permitted to permitted by right with special standards.

Policy Options

- 3. Change land use permitting requirements in residential zones to permitted by right with special standards.

Temporary Shelters would remain an accessory use to principal institutional use (e.g. a church).

Policy Options

- 4. Change land use permitting requirements for Temporary Shelters w/ <16 people in residential zones to permitted by right with special standards.

Temporary Shelters would remain an accessory use to principal institutional use (e.g. a church).

Policy Options

- 4. Temporary Shelters w/ >15 people in residential zones to permitted conditionally with special standards.

Temporary Shelters would remain an accessory use to principal institutional use (e.g. a church).

Council Direction

PLANNING

Council Direction

Clean up any inconsistencies and remove redundancies?

p. 22

Council Direction

Make Temporary Shelters in commercial & industrial zones permitted by right with special standards instead of a CUP?

p. 22

Council Direction

In residential zones ...
Allow Temporary Shelters by right with special standards instead of a CUP

OR

Allow Temporary Shelters serving fewer than 16 people by right with special standards BUT continue to require a CUP for Temporary Shelters serving more than 15 people

p. 22

**THANK
YOU**

City of Medford / Planning
411 W. 6th Street, Medford, OR 97501

**CITY COUNCIL
STUDY SESSION AGENDA**



MEDFORD
OREGON

December 12, 2019

6:00 P.M.

Medford City Hall, Medford Room
411 W. 8th Street, Medford, Oregon

1. **Travel Medford/Transient Lodging Tax**
2. **Code Amendment Re: Shelters/Emergency Provisions**
3. **Jackson County Jail Inquiry**



MEMORANDUM

To: Mayor and Council
From: Ryan Martin, CFO/Deputy City Manager
Study Session Date: December 12, 2019
Subject: Transient Lodging Tax Remittance

COUNCIL DIRECTION

Staff is seeking Mayor and Council direction on the remittance of Transient Lodging Tax (TLT) in regards to the five day grace period.

PRESENTATION OUTLINE

- Presenter: Ryan Martin, CFO/Deputy City Manager

PREVIOUS STUDY SESSIONS AND G-3 MEETINGS ON THE TOPIC

- On August 20, 2019, City councilmembers and staff met in G-3 meetings to discuss the collection period of TLT as well as rates and collection due dates of comparable cities.

BACKGROUND

On November 19, 2015, Council approved an amendment to the Medford Municipal Code to allow a five business day grace period for the remittance of Transient Lodging Tax (TLT) payments. Thus, hoteliers currently have the subsequent month after the reporting period is complete plus five business days to make a payment without incurring late fees.

Because of the inconsistency of payments arriving during the month and during the five day grace period, it makes it difficult to accurately compare revenues to a specific timeframe in a previous year. It also creates inconsistent payments each month to Travel Medford.

Staff compared the remittance due dates for other cities of comparable size to Medford. Cities evaluated were Gresham, Bend, Beaverton, Tigard, Hillsboro, Springfield, and Corvallis. Three of the cities have remittance due dates of the 15th of the subsequent

Transient Lodging Tax Remittance
December 5, 2019

collection period and four cities have remittance due dates of the last day of the subsequent collection period.

Staff also reached out to Travel Medford to solicit feedback from hoteliers, the Travel Medford Tourism Council, and the Chamber Board of Directors regarding the five day grace period. These groups were supportive of the change in 2015, and we felt it would be beneficial to understand their viewpoint on the grace period four years later.

Medford Hoteliers

Feedback from the Medford Hoteliers was positive, and they are in favor of the dissolution of the five day grace period. The only item they requested is communication and that they have ample notice to implement the change if it were approved by Council.

Travel Medford Tourism Council

The Tourism Council voted in favor of the dissolution of the five day grace period. However, they would like to see the payment be required to be postmarked by the end of the subsequent collection month.

Chamber Board of Directors

The Chamber Board voted in favor of the dissolution of the five day grace period. They did not make a recommendation of having the payment due or be postmarked by the end of the subsequent collection month.

EXHIBITS

- None

Thank you,
Ryan Martin
CFO/Deputy City Manager

AGREEMENT

THIS AGREEMENT is entered into between the City of Medford, a municipal corporation organized under the laws of Oregon, hereinafter referred to as "CITY" and The Chamber of Medford/Jackson County, DBA TRAVEL MEDFORD, hereinafter referred to as "CONTRACTOR".

WHEREAS, the voters of Medford on August 5, 1975, approved a charter amendment authorizing the City to levy a tax not exceeding six percent on the privilege of transient occupancy within the City and authorizing the utilization of a portion not exceeding twenty-five percent of the proceeds of the tax for the purpose of promoting the use of the City of Medford for recreational, cultural, convention and tourist-related services and programs;

WHEREAS, on December 6, 1984, the City Council enacted Ordinance No. 5316 levying a six percent transient lodging tax to be effective January 1, 1985; and

WHEREAS, as a result of the voter-approved increase of the transient lodging tax, on December 21, 2000, the City Council enacted Ordinance No. 2000-243 levying an eight percent transient lodging tax to be effective January 1, 2001; and

WHEREAS, on November 17, 2005, the City Council enacted Ordinance No. 2005-261 levying a nine percent transient lodging tax to be effective January 1, 2006;

For and in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

TERMS OF AGREEMENT

1. **Definitions:** "Tourism promotion" means any of the following activities: (a) advertising, publicizing, or distributing information for the purpose of attracting and welcoming tourists; (b) conducting strategic planning and research necessary to stimulate future tourism development; (c) operating tourism promotion agencies; and (d) marketing special events and festivals designed to attract tourists. ORS 320.300(7).

"Tourism" means economic activity resulting from tourists. ORS 320.300(6).

"Tourist" means a person who, for business, pleasure, recreation, or participation in events related to the arts, heritage, or culture, travels from the community in which that person is a resident to a different community of residence, and that trip: (a) requires the person to travel more than 50 miles from the community of residence; or (b) includes an overnight stay. ORS 320.300(10).

2. **Length of Term.** This agreement shall be effective when signed by both parties. It shall remain in effect for five (5) years. There will be options for two renewals upon mutual agreement of the parties, the first for a four (4) year term, followed by an option to renew for a six (6) year term. CITY must notify CONTRACTOR of renewal at least 12 months in advance of expiration of the agreement. Either party, upon one hundred eighty (180) days' written notice to the other,

may terminate this agreement without further obligations. Waiver by either party of any breach or violation of this agreement shall not be construed or deemed as continuing waiver and shall not prevent the party from terminating this agreement for any subsequent breaches or violations.

3. **Contractor's Services.** CITY shall pay to CONTRACTOR, from funds lawfully appropriated during the fiscal years commencing July 1, 2018 and ending June 30, 2023, twenty-five percent (25%) of the net proceeds from the transient lodging tax collected by CITY. In exchange for that payment, CONTRACTOR shall provide the following tourism promotion services to CITY:

A. **Tourism Promotion Activities.** CONTRACTOR shall promote Medford as a destination for tourists and visitors. CONTRACTOR shall coordinate its tourism promotion activities, as appropriate, with other organizations such as Travel Southern Oregon, Travel Oregon, and other visitor promotion entities.

B. **Visitor Information Centers.** CONTRACTOR shall provide information and services for visitors in at least one Visitor Information Center(s) designated and operated by Contractor. This includes daily management, staffing, complete and updated brochures, and information provided in a friendly, attractive atmosphere.

C. **Event Promotion.** CONTRACTOR shall promote existing events and shall use best efforts to recruit and assist in recruiting new events. No less than 5% of funds paid by CITY to CONTRACTOR shall be utilized to expand existing events and/or to attract new events that would provide activities for both day and overnight travelers. CONTRACTOR shall budget \$10,000 each fiscal year to a line item devoted to soliciting, hosting, and promoting tournaments at US Cellular Community Park.

D. **Market Research.** CONTRACTOR shall conduct market research to determine the best use of the transient lodging tax funds paid to CONTRACTOR by CITY through methods such as:

- surveys and visitor profiles collected from users of the visitor centers
- surveys and visitor profiles of attendees and participants at tournaments and other events held at US Cellular Community Park
- surveys conducted via Travel Medford's web site and associated websites

Market research may also be conducted in consultation with Travel Oregon, Travel Southern Oregon, the City of Medford, the Travel Medford Tourism Council (TMTC) and/or other organizations and entities, as appropriate.

E. **Advertising Effectiveness.** CONTRACTOR shall conduct research and surveys which measure the effectiveness of the advertising purchased and/or provided by CONTRACTOR.

4. **Administrative and Management Functions.** CITY recognizes that CONTRACTOR is an entity of The Chamber of Medford/Jackson County (CHAMBER), DBA Travel Medford. CONTRACTOR shall provide day-to-day management activities including the planning and acquisition of services, equipment, supplies, and facilities to fulfill the requirements of this agreement. CONTRACTOR shall be responsible for maintaining capable and competent staff, including management staff.

CONTRACTOR's executive staff or designee shall attend any City Council meeting as directed by City Council to provide updates, information, or other data on CONTRACTOR's plans and services. CONTRACTOR shall be allowed to charge against the funds provided by CITY to CONTRACTOR under this agreement an amount not exceeding 50% per year for salaries, fringe benefits, rent, and utilities to perform services for CITY under this agreement.

5. **Tourism Council**

- A. CITY recognizes that CONTRACTOR has created the Travel Medford Tourism Council (TMTC) for the purpose of offering travel and hospitality expertise, support, counsel, and direction to CONTRACTOR.
- B. Effective no later than July 1, 2018, the TMTC shall consist of thirteen (13) members, and shall include members representing the lodging industry and other tourism industries, with no single industry having a majority membership.
- C. Except for the change to the TMTC membership referenced in section 5.B above, governance of the TMTC shall be as provided for in Exhibit A – Travel Medford Tourism Council Policies & Procedures.
- D. CITY will provide a liaison to the TMTC.

6. **Purchasing & Contracting Requirements.**

- A. For contracts exceeding \$25,000 for the purchase of goods, materials, and services, CONTRACTOR shall seek a minimum of three bids or proposals as appropriate, the TMTC shall review the bids and proposals, and CONTRACTOR shall award contracts. CONTRACTOR shall, to the best of its ability, ensure that such contract awards will result in 1) high quality products and services, and 2) cost savings.
- B. CONTRACTOR shall keep a written record of the source and amount of the bids or proposals received. If three bids or proposals are not available, a lesser number will suffice, provided that a written record is made of the effort to obtain the bids or proposals. If there is only one manufacturer or seller of a product or service of the quality or type required, CONTRACTOR may specify such manufacturer or seller.
- C. CONTRACTOR will provide tourism services without discrimination, and regardless of a business or entity's affiliation with the CHAMBER, in order to fulfill its duties to CITY as described in this agreement.
- D. The TMTC shall assist in the development of the Travel Medford annual strategic marketing plan, and shall review and approve the plan.

7. **Compliance with Agreement.** The following are agreed upon procedures to determine CONTRACTOR's compliance with this agreement.

A. BUDGET

- i. CONTRACTOR shall submit an annual budget to CITY for review by June 30 for the fiscal period that will begin on July 1 for each year of the agreement.
- ii. CONTRACTOR must at all times identify a bank account separate from the CHAMBER for receipt and disbursement of funds received under this contract.
- iii. All payments from CITY to CONTRACTOR under this agreement shall be made easily identifiable in CONTRACTOR's bank account.

B. REPORTING

- i. CONTRACTOR shall report the total of all funds disbursed by it under this agreement by the close of business on November 30 each year. The total amounts deposited shall be compared to the amount CITY paid to CONTRACTOR. Any difference in the amounts paid and received shall be noted and explained by CONTRACTOR.
- ii. CONTRACTOR shall provide its financial statement for each year (ending June 30) to CITY, as follows:
 - a. The actual funds received by CONTRACTOR under this agreement shall be traced to the CONTRACTOR's general ledger and compared to the proposed budget required by this agreement.
 - b. The funds that were received but were not spent by June 30 of each year shall be incorporated in the budget for the following year.
- iii. CONTRACTOR shall report quarterly to CITY. A full Study Session will be scheduled at the discretion of the City Council.

C. AUDIT.

CONTRACTOR shall provide CITY with a certified audit no less than six months prior to the end of each contract period for the fiscal year completed on June 30 of the same year.

The audit shall be performed by an accounting firm selected by CITY in accordance with professional standards. The cost of the audit shall be borne by CONTRACTOR.

8. **Personnel.**

A. CONTRACTOR represents that it employs, or will employ at its own expense, all personnel required in performing the services under this agreement.

- B. All of the services required hereunder will be performed by the CONTRACTOR or under its direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
 - C. CONTRACTOR shall be responsible to ensure that it and any subcontractors comply with all applicable Federal, State and local laws regarding employee wages, hours, benefits, health care, and workers compensation, and shall ensure that all expenses and claims related thereto are paid promptly. The applicable provisions of ORS 279B and 279C are attached hereto as Exhibit B and incorporated herein by reference.
 - D. CONTRACTOR shall at all times be deemed an independent contractor and not an agent or partner or joint association with CITY. The parties acknowledge that any contracts entered into between CONTRACTOR and any third party shall not be obligation of CITY, and CONTRACTOR shall not represent that it has the power or authority to contractually bind or obligate CITY.
 - E. CONTRACTOR SHALL cooperate with any governmental agency as directed by CITY in preparation of various studies and reports related to the CONTRACTOR's activities hereunder.
 - F. CONTRACTOR shall not discriminate in providing services hereunder on the basis of age, race, sex, color, religion, or national origin.
9. **Payments.** CITY agrees to pay CONTRACTOR for the services provided under this agreement as provided for in Section 3 of this agreement. All payments shall be made no later than thirty (30) days after the month in which CITY receives collection from tax paid to Medford by operators.
10. **Access to Records.** CONTRACTOR shall maintain for at least three (3) years all books, documents, papers, and records which are pertinent to the services provided under this agreement for purposes of audit, examination, excerpts, and transcripts.

CITY'S Finance Director, or any persons authorized in writing by her, may examine during normal business hours the books and accounting records of CONTRACTOR after notifications to CONTRACTOR. Information regarding the contents of books, paper, and accounting records shall be considered confidential, provided that nothing shall prevent the disclosure to other Medford officials for the purpose of enforcing any provisions of this agreement.

11. Indemnity

CONTRACTOR hereby agrees to defend, indemnify, and hold harmless CITY, its officers, agents, and employees, from and against any and all liability, including but not limited to claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions including, but not limited to, attorneys' fees for trial and on appeal, and for the preparation of same arising out of the CONTRACTOR's, its officers', agents', and employees' acts or omissions while performing services or actions associated with this agreement. Provided,

however, that CONTRACTOR shall not be required to indemnify CITY against liability for damages arising out of death or bodily injury to persons or damage to property caused solely by the negligence of CITY.

12. Insurance

CONTRACTOR shall obtain at its own expense and maintain continuously in effect during the term of this agreement the following minimum insurance:

- A. Commercial General Liability Insurance on an "occurrence" policy form covering Bodily Injury and Property Damage, Products/Completed Operations, Personal & Advertising Injury, and blanket Contractual Liability. Such insurance shall be primary and non-contributory, and provide limits of at least \$1,000,000 per Occurrence and a General Aggregate of at least \$2,000,000. *"The City of Medford and its officers, employees and agents while acting within the scope of their duties as such"* shall be named an Additional Insured by endorsement.
- B. Commercial Automobile Liability Insurance for Bodily Injury and Property Damage covering owned, non-owned, rented, and hired autos. Such insurance shall provide a combined single limit per accident of at least \$1,000,000.
- C. Workers Compensation Insurance meeting statutory requirements of Oregon Workers Compensation Law must be provided by CONTRACTOR (and any sub-contractor CONTRACTOR may use) for any subject workers, as well as Employers Liability Insurance with limit of at least \$500,000.

If CONTRACTOR is statutorily exempt from the requirement to provide Workers Compensation Insurance, CONTRACTOR shall complete, sign, and submit the City's form for *Declaration of Exemption from Oregon Statutory Workers Compensation* in lieu of Workers Compensations Insurance.

- D. Professional Liability Insurance (also known as "Errors and Omissions" or "malpractice liability" insurance for professionally trained, licensed, or certified service providers) with a limit of at least \$2,000,000. Such coverage may be on a "claims made" policy form. Should the Professional Liability Insurance policy be terminated for any reason, satisfactory "tail" coverage of an extended claims reporting period of at least two (2) years shall be required and provided at the sole expense of CONTRACTOR.

CONTRACTOR shall submit to CITY certificates of insurance for all policies listed above at time of this agreement, and at each subsequent insurance renewal for the life of this agreement. Certificate must include Additional Insured Endorsement for General Liability Insurance. Certificates of insurance for current coverage or activated tail coverage for Professional Liability Insurance, because it is a claims-made coverage, shall continue to be submitted to CITY for two (2) years following the effective term of this agreement. Certificate

Holder (and additional insured for General Liability) shall be shown as: City of Medford, 411 West 8th Street, Medford, OR 97501.

CONTRACTOR is responsible to assure that CITY receives a required thirty (30) days written notice prior to cancellation of, material change to, exhaustion of aggregate limits of, or intent not to renew any insurance policy for coverage required in this agreement. Ten (10) days will be accepted for cancellation due to non-payment of premium. CONTRACTOR shall itself provide the written notice in the event that its insurance companies will not or do not provide such notice. Failure to maintain proper insurance and/or provide timely notification of a change in coverage is grounds for potential immediate termination of this contract.

Notwithstanding insurance requirements stated or any modifications made thereto, in no case shall the presence or absence of any insurance coverage, or any insurance policy limit, provision, term, or condition reduce the obligations of the CONTRACTOR for liability granted generally by law or specifically in the terms of this agreement. In no case shall CITY be responsible for any amount of CONTRACTOR self-insurance, or any retention, deductible, or coinsurance amount required by CONTRACTOR's insurance policies.

13. Partial Invalidity

If any term, covenant, condition, or provision of this agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

14. Integration

This agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This agreement may not be modified or altered except in writing signed by both parties.

15. Jurisdiction

This agreement shall be administered and interpreted under the laws of the State of Oregon. Jurisdiction of litigation arising from this agreement shall be in that state. Any litigation arising from this agreement shall commence in Jackson County, Oregon.

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IN WITNESS WHEREOF, CITY and CONTRACTOR have caused this contract to be executed for and on their behalf by their duly authorized officer(s) on the day and year first above written.

THIS AGREEMENT is entered into this 27 day of DEC., 2017.

CITY OF MEDFORD

By 
Mayor

The Chamber of Medford/Jackson County, DBA TRAVEL MEDFORD

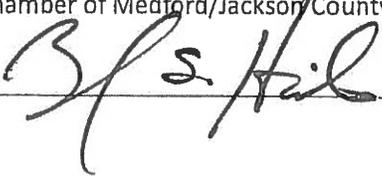
By 

EXHIBIT A



Travel Medford Tourism Council Policies & Procedures 2017

TRAVEL MEDFORD TOURISM COUNCIL POLICIES AND PROCEDURES

PURPOSE AND MISSION

The purpose of the Travel Medford Tourism Council ("Council") is to offer travel & hospitality expertise, support, council and direction to Travel Medford, and the Board of Directors of The Chamber (the "Board"). The mission of the Council is to increase hotel occupancy and enhance the visitor experience by promoting Medford and the Rogue Valley as a premier travel destination, thereby strengthening the local economy.

CHAIR AND VICE CHAIR

The Chair and Vice Chair, shall be elected by the Council. In the absence of the Chair, the Vice Chair shall serve in his or her place. The term of office will be July 1 through June 30 and the Chair and Vice Chair may be re-elected for additional terms of office not to exceed three (3) consecutive years.

MEMBERSHIP

Council members will nominate, and elect individuals for membership on the council. The membership of the Council shall be recommended by the Chair of the Board and ratified by the Board. The Council shall consist of thirteen (13) members, seven (7) of which shall represent the lodging industry while six (6) will be represented by other tourism industries. Membership on the Council automatically expires with the conclusion of the fiscal year on June 30.

Ex-officio members of the Council that bring special expertise to the travel, tourism and convention business may be appointed by the Chair and will serve without vote. In addition, one member of the Medford City Council and one member of the Board shall serve as non-voting ex-officio members of the Council.

DUTIES

The Council will meet monthly or more often as needed, to review and monitor the Travel Medford monthly financial reports, to accept other reports from the director of Travel Medford and review and monitor the progress of



the promotional programs of Travel Medford. The Council will review and recommend the annual Travel Medford budget to the Board. One of the meetings in the fall of each year shall be a long-term planning session.

It will be the Chair's responsibility to work with the Travel Medford director to schedule the meetings, plan the agenda, chair and conduct the meetings and represent the Council before the Board, the Medford City Council and other public agencies as may be required to carry out the purpose and mission of Travel Medford and the Council. The Chair—is encouraged to attend the monthly Board meetings and shall have the opportunity to make a bi-monthly report to the Board. The Council will be consulted prior to the hiring of any new Travel Medford staff.

ATTENDANCE

If any Council member is absent for more than six (6) regular meetings during the fiscal year, or is absent for more than three (3) consecutive meetings, the seat of that Council member shall be declared vacant.

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.

THE FOLLOWING PROVISIONS PERTAIN TO PUBLIC IMPROVEMENTS:

ORS 279C.505

CONDITIONS CONCERNING PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING AND DRUG TESTING

- (1) CONTRACTOR shall:
 - (a) 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.
 - (b) Pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or SUBCONTRACTOR incurred in the performance of this contract.
 - (c) Not permit any lien or claim to be filed or prosecuted against CITY on account of any labor or material furnished.
 - (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- (2) CONTRACTOR shall demonstrate that an employee drug-testing program is in place.

ORS 279C.510

DEMOLITION CONTRACTS TO REQUIRE MATERIAL SALVAGE; LAWN AND LANDSCAPE MAINTENANCE CONTRACTS TO REQUIRE COMPOSTING OR MULCHING

- (1) If a contract for demolition, CONTRACTOR shall salvage or recycle construction and demolition debris, if feasible and cost effective.
- (2) If a contract for lawn and landscape maintenance, CONTRACTOR shall compost or mulch yard waste material at an approved site, if feasible and cost effective.

ORS 279C.515

CONDITIONS CONCERNING PAYMENT OF CLAIMS BY PUBLIC OFFICERS, PAYMENT TO PERSONS FURNISHING LABOR OR MATERIALS AND COMPLAINTS

- (1) If CONTRACTOR fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to CONTRACTOR or a SUBCONTRACTOR in connection with the public improvement contract as such claim becomes due, the proper officer that represents CITY may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due CONTRACTOR by reason of such contract.
- (2) If the CONTRACTOR or a first-tier SUBCONTRACTOR fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the CONTRACTOR or first-tier SUBCONTRACTOR owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

- (3) If CONTRACTOR or a SUBCONTRACTOR fails, neglects or refuses pay to a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- (4) Paying a claim in the manner authorized in this section shall not relieve CONTRACTOR or CONTRACTOR's surety from obligation with respect to any unpaid claims.

ORS 279C.520

CONDITION CONCERNING HOURS OF LABOR

- (1)(a) No person shall 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 where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services defined in ORS 279C.100, the employee shall be paid at least time and a half pay:
 - (A) For all overtime in excess of eight hours a 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 279C.540.
- (2) CONTRACTOR shall 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) Persons employed under contracts for personal services as described in ORS 279C.100 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 279C.540(1)(b)(B) to (G) and for all time worked in excess of 10 hours a day or in excess of 40 hours in any one week, whichever is greater.
 - (b) CONTRACTOR 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.

ORS 279C.530

CONDITION CONCERNING PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION

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

ORS 279C.580

CONTRACTOR'S RELATIONS WITH SUBCONTRACTORS

- (1) The CONTRACTOR is required to provide a first-tier SUBCONTRACTOR with a standard form that the first-tier SUBCONTRACTOR may use as an application for payment or as another method by which the SUBCONTRACTOR may claim a payment due from the contractor.
- (2) The CONTRACTOR, except as other provided in this paragraph, is required to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. A CONTRACTOR may change the form or the regular administrative procedures the CONTRACTOR uses for processing payments if the CONTRACTOR:
 - (a) Notifies the SUBCONTRACTOR in writing at least 45 days before the date on which the CONTRACTOR makes the change; and
 - (b) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedures.

ORS 279C.825

FEES, RULES

At the time of execution of a contract subject to ORS 279C.800 to 279C.870, the CITY shall pay to the Commissioner of the Bureau of Labor and Industries a fee of 0.1 percent of the contract price. However, in no event may a fee be less than \$250 or more than \$7,500. The fee shall be payable to the Bureau of Labor and Industries and shall be mailed or otherwise delivered to the Bureau at the following address: Bureau of Labor and Industries, Wage and Hour Division, Prevailing Wage Unit, 800 N.E. Oregon Street, #32, Portland, OR 97232.

ORS 279C.830

PROVISIONS CONCERNING PREVAILING RATE OF WAGE IN SPECIFICATIONS, CONTRACTS AND SUBCONTRACTS; APPLICABILITY OF PREVAILING WAGE; FEE; BOND

- (1) If the contract is a "Public Works" and the contract price exceeds \$50,000:

- (1)(a) Except as provided in paragraph (e) of this subsection, contracts for public works shall state the existing state prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq) that must be paid to workers in each trade or occupation that the CONTRACTOR or SUBCONTRACTOR or other person who is a party to the contract uses in performing all or part of the contract.

State rates may be found at www.oregon.gov/boli/WHD/PWR/Pages/index.aspx.
Federal rates may be obtained at www.wdol.gov/.

- (b) When state and federal prevailing rates of wage are contained in the specifications, the CONTRACTOR is required to pay the higher of the applicable state or federal prevailing rate of wage to all workers on the public works.
- (c) Workers must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C840.
- (d) If a public works project is subject both to ORS 279C.800 to 279C.870 and to the Davis-Bacon Act, workers on the public works must be paid not less than the higher of the applicable state or federal prevailing rate of wage.
- (e) A public works project described in ORS 279C.800(6)(a)(B) or (C) is subject to the existing state prevailing rate of wage or, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act that is in effect at the time CITY enters into an agreement with CONTRACTOR for the project. After that time, the specifications for a contract for the public works must include the applicable prevailing rate of wage.
- (2) CONTRACTOR and every SUBCONTRACTOR must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8) or (9).
- (3) In the event the initial contract is less than \$50,000, and through the course of the project the total contract amount is extended above \$50,000, CONTRACTOR is responsible for paying and certifying payment of prevailing wages. CONTRACTOR is required to file amended wage statements if prevailing wages were not originally paid.



MEMORANDUM

To: Mayor and City Council *for December 12, 2019 study session*
From: Kyle Kearns, AICP, Planner II
Date: December 5, 2019
Subject: Code Amendment Regarding Shelters/Emergency Provisions

DIRECTION SOUGHT

Currently, the City requires that temporary shelters obtain a Conditional Use Permit in order to operate in any zone where they are allowed. Permanent shelters, by comparison, are not required to obtain a Conditional Use Permit but are also limited in the number of zones where they may operate. Staff has been asked to review this policy and provide City Council with alternatives and thus staff is asking Council for its preferred policy including eliminating the CUP requirement in part or in its entirety.

PRESENTATION OUTLINE

- Presentation overview and information – Matt Brinkley
- Discussion and Direction – Mayor and City Council

SUMMARY

Over the course of the past few years, the City has actively been pursuing actions to address homelessness in the City of Medford. Examples include the designation of Hope Village, amendments to Chapter 10 to allow new land uses (i.e. temporary and emergency shelters), the hiring of Lesar Development Consultants to prepare the Homeless System Action Plan, direct participation in the Jackson County Continuum of Care (CoC) and other outreach efforts to the City's faith based and non-profit community. Early in 2019 Council directed staff to begin drafting policies and procedures in regards to declaring emergencies and providing emergency shelters.

At the March 14 Council study session staff reviewed the current ordinances, policies and procedures in place for providing temporary and emergency shelters. Staff identified current barriers that exist, one barrier being the requirement for a conditional use permit (CUP) for temporary shelters. It was at this time that Council directed staff to prepare

provisions for emergency shelters (subsequently named "Severe Event Shelters), that would not require a conditional use permit.

On November 7, 2019 Council adopted land use ordinances to allow for severe event shelters to operate during declared severe weather events. Through this process, and in particular at the October 24, 2019 City Council study session, the usefulness and benefit of the CUP for temporary shelters was discussed. At the study session, the need for an alternative for this process was identified. However, it was determined by staff that the CUP for temporary shelters was not within the scope of the code amendment (DCA-19-004, Ord. 2019-119), and provided Council with the option to direct staff to follow up with a subsequent review of temporary shelters and the conditional use permit. The intent of this memorandum is to garner further direction from the Council as to how to approach amending the City's standards on temporary shelters.

SHELTERS AND LAND USE REGULATIONS

Medford has three provisions for allowing for shelters for the homeless, each with an alternate regulatory path. The first, permanent shelters are permitted by right within all commercial zoning districts. A recent example would be the recently opened Kelly Shelter, a permanent, year-round shelter with 54 beds operated by Rogue Retreat. Second, temporary shelters require a conditional use permit, approved by Planning Commission, and are only permitted to operate for a maximum of 90 days (180 with approved extensions) in a calendar year. The third method for providing shelter to the homeless are severe event shelters. Like temporary shelters, severe event shelters are intended to operate on a short-term basis (although a much shorter duration); they, like temporary shelters, have to adhere to the City's Temporary Shelter Policy. The difference between severe event shelters and temporary shelters, is that severe event shelters can only operate during a declared severe event per the aforementioned policy.

The Medford Land Development Code (MLDC) states, "A development classified as a conditional use shall be given special review via this process in order to assure its appropriateness for the site and allow for adjustment to be made to assure its compatibility with adjacent land uses," (Section 10.184, Conditional Use Permit). Conditional Use Permits do provide an opportunity for public comment at a public hearing. They also empower the reviewing body (the Planning Commission) to apply discretion in the application of conditions of approval. It should be understood, however, that the discretion granted to the Planning Commission is limited by the *Conditional Use Permit Approval Criteria, MLDC 10.184(C)-(D)*. Temporary shelters are one example of a conditional use. Other examples of conditional uses in residential zones include child day cares, institutional uses (i.e. churches, government facilities, or schools), and cell phone towers; in the commercial zones examples include cell phone towers, elementary schools, and hospitals.

The question as to whether temporary shelters should have a conditional use requirement, especially given the recently created City policy on Temporary Shelters, is the overarching question of this memorandum. Staff, per Council's direction, is providing additional information in regards to the permitting requirements for temporary shelters. Specifically, this information contains options to amend the temporary shelter ordinance, if directed.

AMENDING TEMPORARY SHELTER ORDINANCES

During the public hearing for the temporary shelter ordinances, adopted in 2018, staff presented several options for the aforesaid land use. Of those options were alternatives for temporary shelters that did not require a conditional use permit. Staff is presenting Council with additional options to address the sheltering of Medford's homeless through the temporary shelter provisions. When looking at the below land use charts, the following applies:

Option 1

Amend the temporary shelter special use standards to reflect the updated temporary shelter policy and remove any redundant standards from code that are addressed in the City's Temporary Shelter Policy.

Option 2

Change the land use permitting requirements in commercial zones from conditionally permitted to permitted by right with special standards.

Option 3

Change the land use permitting requirements in residential zones from conditionally permitted to permitted by right with special standards. Temporary shelters would still have to be accessory to an institutional use, like a church, which would already be operating under a Conditional Use Permit.

Option 4

Amend the temporary shelter classifications in the residential zones to differentiate between small and large temporary shelters. There would be two shelter types based on maximum number of individuals served; a temporary shelter of 15 or fewer persons and a shelter of 16 or more. A shelter of 15 or less would be permitted by right with special standards while a shelter of 16 or more would still be conditionally permitted. Again, the requirement that they be accessory to an institutional use would remain unchanged.

STAFF'S RECCOMENDATION

Staff recommends that Options 1, 2 and 4 be pursued; this would include revisions to the special standards (10.819A) to remove redundancies, an outright allowance in commercial zones and then an outright allowance in residential zones, when with an institutional use and 15 or less clients. The following is the justification for staff's recommendation. Option 1, to better reflect the recently created City Temporary Shelter Policy. A lot of what is in the City Policy was modeled after the temporary shelter code language, therefore there is a lot of redundancy. Since the policy is more flexible in how it can be changed quicker than the municipal code, staff is recommending this revision. The recommendation for Option 2 is, in large part, because temporary shelters are permitted inconsistently with comparable land uses already permitted by right in the commercial zones.

In a similar vein to Option 2, staff is recommending Option 4. Residential facilities of 6-15 residents are already permitted by right in all residential zones. Residential facilities range in the people they serve, but can include persons who are recovering from homelessness or addiction and persons who are disabled or need other living assistance. However, some uses above 15 residents, in residential zones, still require a conditional use permit (e.g. residential drug and alcohol treatment facilities). Option 4 uses existing MLDC language to model the amended code for temporary shelters.

For a map of where institutional uses are, specifically religious ones, see Exhibit A.

NEXT STEPS & DIRECTION SOUGHT

Does Council agree with staff's direction of pursuing Options 1, 2 and 4? Other options?

If directed, staff would create a development code amendment and schedule hearing dates, study sessions as needed.

EXHIBITS

A Map of Institutional Uses

Jackson County Law Enforcement District Questions

Kay Brooks:

Taxes:

- In addition to legal constraints, there are public opinion or political constraints on total taxation for all needs. This 40% increase in the county portion of property taxes obviously could have some impact on the ability to raise or maintain revenue for other needs. For example, an RVTD levy will have to be renewed in May 2021.
 - In deciding on the size and timing of the jail tax, did the county analyze a calendar of upcoming revenue needs across its own services and those provided by various districts and local governments, and if so, can we get a copy?
- What will happen if the county experiences a housing crisis similar to the one in 2008 and housing values precipitously fall?
 - Will this bring us closer to compression?
 - Is “taxing the gap” between assessed value and real market property volatile and unstable?
 - How was the gap affected in 2009 after the housing crisis?
- Does the county intend to increase property taxes 3% each year of the 20-year bond as stated in previous city council meetings?
 - How will this affect compression?
- In an email from Sheriff Sickler and Administrator Jordan, the true cost of the jail for operations and construction over the 20 years is \$852million. Deducting current operations costs and the bond amount, there still remains an additional \$400million that will be necessary over the next twenty years for its ongoing operation.
 - Where does the county intend to find the additional \$400million beyond the bond amount and current funding for operations at \$15mil/yr?
- How much of an increase in taxes will it be (including the jail levy) once the bond measure for EMS services is factored in?

Data:

- What is the breakdown of charges of inmates currently lodged in the jail? (*ex: measure 11 charges, drugs, etc*)
- How many more days, on average, would pretrial offenders spend in jail if there were open beds?
 - How did the county calculate how many extra days it needs, and how did that correlate to how many more beds needed? Do you need one more day on average? Two more days? Twenty more days?
- On a typical day, how many people are confined in our jail who have NOT been convicted of a crime?
 - What is the percentage of inmates that are pre-trial?
- How many/what percent annually of inmates are released early?
- What is the percentage of failures to appear?
 - Of those failures to appear, what data do you have to track re-offenses while they are out?
- What is the daily dollar cost for housing an offender in jail?
- Does the county track chronic offenders?

- What percentage of our overall bookings are for multiple repeat offenses?
- Does the county track demographic information during booking? (race, age, income etc...)
- What tools does the county use to track drug treatment and mental health needs of those lodging in the jail?
- How many people in our county are incarcerated because they cannot afford to pay fines and fees?
- How many people in our jail have been convicted of non-violent misdemeanors and low-level offenses?
- How many people in our county jail are being held for other authorities, such as other counties, state prisons, Immigration and Customs Enforcement (ICE), or the U.S. Marshals? Will beds be held in the new jail? How many are being held for prison transfer?
- How many people in our county jail are being held for technical violations of probation and parole?
 - Are there lesser sanctions we can use?

Alternatives and Diversion

- What analysis or studies did the county do to calculate the potential numerical benefit of programs to divert people from jail in the first place or reduce recidivism?
 - If you did any, can you tell us who conducted that analysis, and can you provide the analysis and findings?
- The county has said that it looked at other counties as one way to calculate the cost of jail capacity expansion.
 - What analysis did you do of strategies being used in other counties in Oregon and in other states to reduce the number of people taken to jail and to reduce recidivism?
 - Who conducted it, and can we get a copy?
- The county told the Ashland council that in 2008 Jackson County came very close to getting a 24/7 psychiatric crisis center but that funding didn't work out because of the recession. That was 11 years ago. Other counties have such centers and say it is an essential tool for diverting people to a more cost-effective response than taking them to jail.
 - As the county prepared the jail tax proposal, is there a plan in place to create that 24/7 center here? If so, who has been involved in developing that plan?
 - How will it be funded? When can we expect it to be operational?
 - If there is no plan, why was that not part of the calculation in deciding how big a new jail would need to be and in deciding how to use the county's reserves and projected revenue from the new jail tax?
- In ORS 430.630(9)(A), the county commissioners are outlined as the local mental health authority and required to coordinate with the CCOs in the development and review of the CHIP (Community Health Improvement Plan). When was the last time this was done?
 - Does it identify the required below:
 - (A) Coordinate and ensure accountability for all levels of care described in paragraph (e) of this subsection;
 - (B) Maximize resources for consumers and minimize administrative expenses;
 - (C) Provide supported employment and other vocational opportunities for consumers;

- (D) Determine the most appropriate service provider among a range of qualified providers;
 - (E) Ensure that appropriate mental health referrals are made;
 - (F) Address local housing needs for persons with mental health disorders;
 - (G) Develop a process for discharge from state and local psychiatric hospitals and transition planning between levels of care or components of the system of care;
 - (H) Provide peer support services, including but not limited to drop-in centers and paid peer support;
 - (I) Provide transportation supports; and
 - (J) Coordinate services among the criminal and juvenile justice systems, adult and juvenile corrections systems and local mental health programs to ensure that persons with mental illness who come into contact with the justice and corrections systems receive needed care and to ensure continuity of services for adults and juveniles leaving the corrections system.
- Does it provide the required services below outlined in 430.660(9)(iii)(e):
 - (A) Twenty-four-hour crisis services;
 - (B) Secure and nonsecure extended psychiatric care;
 - (C) Secure and nonsecure acute psychiatric care;
 - (D) Twenty-four-hour supervised structured treatment;
 - (E) Psychiatric day treatment;
 - (F) Treatments that maximize client independence;
 - (G) Family and peer support and self-help services;
 - (H) Support services;
 - (I) Prevention and early intervention services;
 - (J) Transition assistance between levels of care;
 - (K) Dual diagnosis services;
 - (L) Access to placement in state-funded psychiatric hospital beds;
 - (M) Precommitment and civil commitment in accordance with ORS chapter 426; and
 - (N) Outreach to older adults at locations appropriate for making contact with older adults, including senior centers, long term care facilities and personal residences.
- The fact sheet, “Jackson County Mental Health: Information and Services,” lists “Mobile Crisis” as one category of services but does not provide details.
 - How many and what type of staff are devoted to that? Covering what hours? How many diversions have been accomplished through that program in what time period?
 - How many individuals engaged through those services ended up being taken to jail? It says there is a “law enforcement only backline to assist in more immediate access and response to mobile crisis staff.”
 - What does that mean, and can you provide data on how that works?
- At a presentation by officials from Marion County, Jackson County officials said that at one time they tried to start a program of crisis response teams pairing a deputy with a trained health professional to handle calls that could result in diversion instead of arrest, but that funding for

that initiative was cut. In preparing the jail tax proposal, did the county consider trying to fund such a program at a substantial level like in other counties?

- If so, did it calculate the potential impact on what size jail might be needed?
- If there is such an analysis, who did it, and can we get a copy?
- Has the county consulted with the nation's leading experts on diversion programs and effective strategies to reduce recidivism?
 - For example, the Vera Institute of Justice has conducted a great deal of research that calls into question whether more and longer jail time reduces recidivism.
 - The MacArthur Foundation has a program helping at least 52 local jurisdictions to implement more effective alternatives to constant jail expansion.
 - Did county staff or consultants review that type of research in shaping a solution to jail overcrowding?
 - If so, can we get copies of the analysis that was done?
 - Has the county sought funding from MacArthur or other sources to implement alternatives?

Kevin Stine:

- Where is the increase to \$4M for Jackson County expenses for mental health coming from?