

# Council Business Meeting

November 7, 2023

<b>Agenda Item</b>	Contracting for Severe Weather Emergency Shelter Services	
<b>From</b>	Kelly Burns	Emergency Management Coordinator
<b>Contact</b>	<a href="mailto:Kelly.burns@ashland.or.us">Kelly.burns@ashland.or.us</a> , 541-552-2299	

## **SUMMARY**

City Staff has been in communication OHRA our non-profit organization that provides homeless services to provide severe weather emergency shelter coordination/operations and insurance coverage during our winter weather season of 2023-24. Opportunities for Housing, Resources, and Assistance (ORHA) has indicated that they are willing to take this request to their board for approval. OHRA has operated severe weather shelter services previously for the City and is knowledgeable and capable of how to operate and staff emergency severe weather shelter activity.

## **POLICIES, PLANS & GOALS SUPPORTED**

N/A

## **PREVIOUS COUNCIL ACTION**

N/A

## **BACKGROUND AND ADDITIONAL INFORMATION**

The City has supported a shelter coordinator in the past through a contract with non-profit organizations. In 2017, 2018, and most recently in early 2023, the City contracted with OHRA to oversee the winter shelter program which included provisions for emergency shelter services. City staff are in support of the City contracting for volunteer coordination, staffing, and general oversight of a severe weather shelter program once again. A contract with a non-profit service provider removes the City from liability for operation of emergency sheltering activities, as the City's insurance policy does not cover such activities. Contracting with a non-profit organization to coordinate sheltering activities provides City staff and community partners with both continuity and efficiency in the process.

Should OHRA enter a contract with the City for severe weather shelter operations, the model that OHRA proposes would provide services which would include paid shelter staff as well as ongoing volunteer coordination, paid fire watch staff, connection to the resource center and navigation services for shelter participants. The severe weather shelter location will be in the large storage area of the 2200 Ashland St property. Insurance coverage will cover the activity and coordination with City staff and the community around severe weather sheltering events.

## **FISCAL IMPACTS**

The City did not advertise for, nor has it not received any formal proposals that address the potential for providing emergency weather shelter operations. Due to the co-location of the Executive Order mandated low barrier shelter, there is a financial and operational benefit to having OHRA manage both shelters. The fiscal impacts of this action range based on the temperature thresholds, estimated number of times an emergency shelter is enacted and potential daily operating costs. The Council has identified

resources in the General Fund budget to support this activity. It should be noted that the current temperature threshold contained in our Severe Weather Resolution for cold is **32** degrees Fahrenheit. Last year the City activated a severe weather shelter 64 times, between November 1<sup>st</sup> and April 5<sup>th</sup>. These activations are not representative of the number of nights that the temperature threshold was triggered.

**STAFF AND COMMISSION RECOMMENDATION**

City staff recommend that the Council contract with a non-profit organization to provide emergency shelter coordination and oversight.

**ACTIONS, OPTIONS & POTENTIAL MOTIONS**

I move to authorize the Deputy City Manager to execute a contract with OHRA for Emergency Severe Weather Shelter Coordination services utilizing funding appropriated for that purpose to cover the cost of the activity.

**REFERENCES & ATTACHMENTS**

- 2023-24 Severe Weather Shelter Contract- OHRA

AGREEMENT FOR COORDINATING SERVICES AND OF SEVERE WEATHER  
EMERGENCY SHELTER BETWEEN CITY OF ASHLAND AND OPPORTUNITIES FOR  
HOUSING, RESOURCES, AND ASSISTANCE.

This Agreement by and between THE CITY OF ASHLAND, a municipal corporation (hereinafter "City"), and of OPPORTUNITIES FOR HOUSING, RESOURCES, AND ASSISTANCE ("OHRA"), a 501(c)(3) corporation registered in Oregon.

- A. City and OHRA enter into this agreement to identify their roles and responsibilities for providing Severe Weather Emergency Shelter to vulnerable persons and families at risk who require safety and protection from exposure to extreme weather conditions; and NOW, THEREFORE, in consideration for the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**AGREEMENT**

1. RECITALS. The recital set forth above is true and correct and is incorporated herein by this reference.
2. DURATION. Except for termination as provided herein, the term of this agreement shall be November 10<sup>th</sup>, 2023, through April 1<sup>st</sup>, 2024, unless otherwise amended by both parties.
3. BUDGET LIMITS. The cost to the City shall not exceed **\$100,000.00**, the maximum amount can be amended depending upon weather and sheltering needs.
4. OHRA SERVICES, FUNCTIONS AND RESPONSIBILITIES. OHRA shall use its best efforts to achieve the following objectives during the period of this Agreement:
  - 4.1 During the term of this Agreement, on each day City declares a shelter emergency per Resolution 2022-33, OHRA shall make all arrangements and commitments necessary and sufficient to have paid and volunteer persons at a location designated for Severe Weather Shelter use. OHRA will provide adequately trained staffing for authorized, safe, and lawful operation of the shelter.
  - 4.2 OHRA will provide communication and distribution of notices for shelter nights on each shelter emergency day.
  - 4.3 OHRA will hire and train temporary shelter staff.
  - 4.4 When a shelter emergency is declared, OHRA will ensure the provision of paid Fire Watch Staff, and any combination of paid overnight shelter staff and trained volunteers to operate Severe Weather Emergency Shelter with oversight by a Shelter Coordinator and the Director of Program Services. OHRA ensures training on the emergency plan, first aid, abuse prevention, de-escalation, trauma-informed care, safety, and emergency communications for the shelter, and execution of waivers, in a form reviewed by the City, which releases City from liability as provided in section 12 below.

4.5 OHRA ensures compliance with the Ashland Municipal Code by paying a living wage, as defined in AMC 3.12, to all persons paid to perform work under this Agreement and to any subcontractor paid to perform 50% or more of the service work under this Agreement as detailed in Exhibit A, budget for Severe Weather Emergency Shelter activity, attached to this contract. OHRA is also required to post the living wage notice prominently in areas where all its employees will see it.

5. CITY OBLIGATIONS. The City shall declare a shelter emergency upon forecasted conditions set forth under the City's Resolution 2022-33;

5.1 The City will give 48 hours notice to OHRA when declaring the need for Severe Weather Shelter.

5.2 The City will ensure that money is budgeted and available to make payments to OHRA as provided in this Agreement. City will pay OHRA for costs as identified in the budget for Severe Weather Emergency Shelter activity, attached as Exhibit A, all costs will be paid on an actual or per event basis.

5.3 OHRA will invoice one to four times per month for actual nightly and operational costs as identified in attached Exhibit A. The City will reimburse weekly for invoices submitted.

6. PAYMENT. This agreement involves the payment of money from the City of Ashland to OHRA for Severe Weather Emergency Shelter Services.

6.1 All payments made to OHRA under this Agreement should be sent to the following address:

Opportunities for Housing, Resources, and Assistance  
P.O. Box 1133  
Ashland, OR 97520

7. PERSONNEL. OHRA shall be solely responsible for wages and benefits paid to any employees working for OHRA.

8. REAL OR PERSONAL PROPERTY. There shall be no transfer of title or possession to any real or personal property pursuant to this Agreement.

9. TERMINATION.

9.1 All or part of this Agreement may be terminated by mutual consent by both parties; or by either party at any time, upon thirty (30) days' notice in writing and delivered by certified mail. In the event of termination of the Agreement, each party shall be responsible for its own costs and expenses in complying with the Agreement.

9.2 This Agreement may be terminated by either party if the other party commits any material breach of any of the terms or conditions of this Agreement and fails or neglects to correct the same within 10 days after written notice of such breach. If the breach is of such nature that it cannot be completely remedied within the 10-day period, this provision shall be complied with if correction of the breach begins within the 10-day period and thereafter

proceeds with reasonable diligence and in good faith to affect the remedy as soon as is practicable.

10. ASSIGNMENT. OHRA shall not assign or transfer any interest in this Agreement without prior written consent of the City, provided, however, that OHRA may subcontract the performance of any provision or obligation required by this Agreement, so long as OHRA remains primarily responsible to the City for the performance of such provision or obligation.

11. INSPECTION RECORDS.

11.1 OHRA shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to properly reflect all costs of whatever nature claimed to have been incurred and anticipated in the performance of the Agreement. The City and its duly authorized representatives shall have access to the books documents, papers, and records of OHRA which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by OHRA for three years from the date of the completion of work unless a shorter period is authorized in writing. OHRA is responsible for any OHRA audit discrepancies involving deviation from the terms of the Agreement.

12. HOLD HARMLESS AND INDEMNIFICATION.

12.1 The City of Ashland is not providing services but rather purchasing services from OHRA. Accordingly, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the parties both shall hold each other harmless, defend and indemnify the other from any and all claims, demands, damages or injuries, liability of damage, including injury resulting in death or damage to property, that anyone may have or assert by reasons of any error, act or omission of the other, its officers, employees or agents. Similarly, the City of Ashland shall not be held responsible for any claims, actions, costs, judgments, or other damages, directly and injury proximately caused by any form of negligence by OHRA, its employees, or agents, or its volunteers. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

13. INDEPENDENT CONTRACTOR STATUS. OHRA is an independent contractor and neither OHRA nor anyone performing work pursuant to this Agreement and under OHRA's auspices is an employee of the City. OHRA shall have complete responsibility for performance of its obligations under this Agreement. Except as provided for in this Agreement, the City shall not be liable for any obligations incurred by OHRA. OHRA shall not represent to any person that the City is liable for OHRA's obligations; except for such obligations the City may be liable as provided for in this Agreement.

14. INSURANCE. Each party is responsible for its own insurance and coverage relating to claims arising from providing or staffing a Severe Weather Emergency Shelter. No City coverage is extended to the other parties or volunteers; however, the City will maintain existing property coverage of the facility.

15. DISPUTE RESOLUTION. City and OHRA shall attempt to resolve all disputes through staff discussions at the lowest possible level. Both parties to this Agreement agree to provide other resources and personnel to negotiate and find resolution to disputes that cannot be resolved at the staff level. As a next step, claims, disputes or other matters in questions between the parties to this Agreement arising out of or relating to this Agreement, or breach thereof shall be determined by mediation, arbitration, or litigation. Disputes shall be initially submitted to mediation by a mediator chosen by the parties. The cost of mediation shall be borne equally by the parties. If the parties are unable to agree upon a mediator within 5 days or if mediation fails to resolve the dispute and if either party wants to further pursue the dispute, either party may request that the dispute be submitted to arbitration before a single arbitrator agreed to by the parties. If both parties agree to arbitration but are unable to agree upon an arbitrator, each party shall select an arbitrator.

The arbitrators so chosen shall select a third, and the decision of a majority of the arbitrators shall be final, binding the parties, and judgment may be entered thereon. Unless the parties mutually agree otherwise, any arbitration proceeding shall be conducted in accordance with the currently in effect Arbitration Rules of the American Arbitration Association pursuant to ORS 190.720. Notwithstanding the above, either party may, at its own discretion, elect to resolve disputes in excess of \$50,000 by litigation, if mediation is not successful.

16. NOTICE AND REPRESENTATIVES. All notices, certificates, or communications shall be delivered or mailed postage prepaid to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.

CITY of Ashland:

City Manager 20 East Main  
Ashland, OR 97520

Opportunities for Housing, Resources, and Assistance

P.O. Box 1133  
Ashland, OR 97520

And when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices: bills, and payments shall be deemed

given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

MERGER. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OR TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE PARTIES, BY THE SIGNATURES BELOW OR THEIR AUTHORIZED REPRESENTATIVES, ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE AGREEMENT AND THE PARTIES AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) duplicate originals, either as individuals, or by their officers thereunto duly authorized.

CITY OF ASHLAND

Approved as to form

BY: Sabrina Cotta  
Title: Acting City Manager  
Dated: \_\_\_\_\_

Douglas M McGeary  
Acting City Attorney

OPPORTUNITIES FOR HOUSING, RESOURCES, AND ASSISTANCE

By: Cass Sinclair  
Title: Executive Director  
Dated: \_\_\_\_\_

<b>Nightly Costs:</b>			
	<b>Personnel Cost</b>	<b>Cost Per Night</b>	<b>NOTES</b>
	Shelter Coordinator	\$110.00	4 hr/night x \$25/hr. + 10% Payroll Tax & Workers Comp
	Overnight Firewatch	\$325.60	16 hours x \$18.5/hr + 10% Payroll Tax & Workers Comp
	Shelter Staff - Night	\$651.20	2 staff people 16 hours x \$18.5/hr + 10% Payroll Tax & Workers Comp
	Volunteer and Food Coordinator	\$55.00	2 hr/night x \$25.00/hr + 10% Payroll Tax & Workers Comp
	<b>Total Personnel Costs</b>	<b>\$1,141.80</b>	
	<b>Operating Costs</b>		
	Daily Professional Cleaning	\$79.00	Estimate
	Printing Cost	\$15.00	\$0.10/copy (For sign in and guest policies)
	Food Allowance	\$360.00	\$12 per night for 30 people
	Laundry	\$30.00	Wash Shelter Blankets, towels etc
	Program Supplies	\$237.00	
	<b>Total Operating Costs</b>	<b>\$721.00</b>	
	<b>TOTAL PERSONNEL AND OPERATING COSTS</b>	<b>\$1,862.80</b>	
	Admin @ 15% of Perspnnel and Operating Costs	\$279.42	
	<b>TOTAL NIGHTLY PROGRAM COSTS</b>	<b>\$2,142.22</b>	
<b>Fixed Costs</b>			
	Insurance	\$2,000.00	Not to exceed- to be final billed adjusted for actuals
	Indeed Job Postings	\$1,000.00	Not to exceed- to be final billed adjusted for actuals
	Emergency/disease prevention items	\$200.00	Estimate for Blood spill, sharps, etc.- to be billed at actuals
	<b>Total Estimated Costs</b>	<b>\$3,200.00</b>	



<b>Misc. Operational Overhead Costs Budget*</b> (not to exceed billed at actual costs)			
	Relias training and licenses	\$2,030.00	
	Background checks	\$300.00	
	<b>Total Estimated Costs</b>	<b>\$2,330.00</b>	
<b>Equipment Costs Budget*</b> (to be acquired based on use/need but within not to exceed budget; if purchased, ownership will remain with/be transferred to the City)			
	Refrigerator	\$1,200.00	Not to exceed (May be donated and remain with OHRA)
	Sleeping mats	\$700.00	Not to exceed- to be billed upon acquisition
	<b>Total Estimated Costs</b>	<b>\$1,900.00</b>	
<b>Program Supplies Schedule (Nightly Cost)</b>			
	Hand soap	\$4.00	
	Paper plates	\$20.00	
	Utensils	\$20.00	
	Trash liners	\$2.00	
	Salt De-icing	\$6.00	
	Tea	\$40.00	
	Coffee	\$40.00	
	Coffee cups	\$20.00	
	Creamer	\$20.00	
	Sugar	\$5.00	
	Hot Chocolate	\$20.00	
	Paper towels	\$20.00	
	Water service	\$20.00	
	<b>TOTAL PROGRAM SUPPLIES</b>	<b>\$237.00</b>	