

EXHIBIT A- Funding to Existing Contracts

Organizations	Project	Additional Contracted Activities	Original Amount Contracted	Additional Amount Contracted	New Full Amount Contracted	Associated Attachment
American Red Cross	Severe Weather Warming Center	Severe Weather operations for Winter 2011-12	\$125,000*	\$40,000	\$165,000	A
Transition Projects	Omnibus	Women's Winter Shelter	\$1,896,971	\$164,000	\$2,060,971	B
TOTAL HOMELESS SERVICES			\$2,021,971	\$204,000	\$2,225,971	

*The original contracted amounts for the multi-year American Red Cross contract were appropriated from FY 2009-10 and FY 2010-11 budgets. The additional amount contracted is from FY 2011-12 budget.

EXHIBIT B – Funding to New Contracts

Organizations	Project	Contract Total	Associated Attachment
Salvation Army	Harbor Light – Men's Winter Shelter and Day Center	\$163,000	C
TOTAL HOMELESS SERVICES		\$163,000	

AMENDMENT NO. 4
Subrecipient Contract No. 32000263

The above referenced Subrecipient Contract between the City of Portland (City) acting by and through its Portland Housing Bureau (PHB) and American Red Cross, Oregon Trail Chapter (Subrecipient) is hereby amended as follows:

4. **Compensation** is amended to:

The amount of compensation is amended to add \$40,000 in General Funds and shall not exceed \$165,000 in General Funds. The compensation requirements are contained in Section IV.

5. **Reporting** is amended to:

The Reporting requirements are contained in Section III. Final report and invoice are due **April 30, 2012**.

6. **Exhibits**

The following Exhibits have been amended and attached as follows:

<u>Document</u>	<u>Description</u>	<u>No. of Pages</u>
Exhibit A	Request for Payment	1
Exhibit C	Homeless Severe Weather Event Criteria	1
Exhibit D	Homeless Severe Weather Incident Command Standard Operating Procedures	18

Section I: Scope of Services

The first paragraph of Section I is amended to:

From November 1, 2009, to March 31, 2010; from November 1, 2010, to March 31, 2011; and from November 1, 2011, to March 31, 2012, Subrecipient will provide Severe Weather Emergency Warming Center overflow services for adults who are homeless (men, women, and couples) for a minimum of 150 persons (and up to 300 persons, depending on the size of space secured) for up to 15 nights during each period by provision of the following services.

Section I.L is amended to:

The City and its partners at Multnomah County Department of Human Services contract for the operations of two seven-night-per-week seasonal warming centers that operate from November through March annually. To support these seasonal warming centers, Subrecipient:

1. may provide training to seasonal warming center volunteers in shelter operations, First Aid and CPR at a fee.
2. will annually provide one-time delivery of warming center mats, blankets and other shelter user materials which were purchased using City Severe Weather grant funds.
3. may provide off-season storage of warming center supplies provide funding is available for pay for off season storage and maintenance.

During Severe Weather Emergency Warming Center operational periods identified in Section I (Scope of Services), Subrecipient will maintain the capacity to provide and will provide upon request a minimum of 150 bed spaces (and up to 300 bed spaces, depending on size of space secured) in Severe Weather Emergency Center per night for up to 15 nights during each period.

It is agreed that total contract compensation shall not exceed ONE-HUNDRED-SIXTY-FIVE THOUSAND (\$165,000) DOLLARS.

Subrecipient may submit invoices on a weekly, bi-weekly or monthly basis. Final invoice and service report shall be submitted no later than **April 30th, 2012**.

All other terms and conditions of Contract No. 32000263 between the City of Portland and American Red Cross, Oregon Trail Chapter and as previously amended shall remain the same.

CITY OF PORTLAND

Traci Manning, Director Portland Housing Bureau	Date
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APPROVED AS TO FORM:

Linda Meng, City Attorney Date

LaVonne Griffin-Valade
City Auditor

EXHIBIT A

**American Red Cross: Oregon Trail Chapter
REQUEST FOR PAYMENT
(Amendment 4)**

TO: City of Portland/PHB

Attn: Ruth Benson / Ryan Deibert
421 SW 6th Avenue, Suite 500
Portland, Oregon 97204

Project Name: Severe Weather Overflow Emergency Warming Center Services
Funding Source: General Fund

Request For Payment Number: _____

Billing Period: _____

Contract Number: _____ 32000263

Budget Category	Contracted Budget	Amended Budget	Amount This Bill	Amount Billed to Date*	Balance
Personnel	\$35,000	\$90,003			
Operating Expenses	\$6,250	\$11,151			
Client Assistance Supplies**	\$33,750	\$63,846			
TOTAL	\$75,000	\$165,000			

*In this column please include all amounts billed in previous invoices, as well as the amount billed in this invoice.

** Includes: Food, beverage and related supplies; blankets, bedding, and first aid.

Total Amount Requested: _____

Date: _____

Prepared By: _____

Phone No.: _____

Email: _____

American Red Cross Approved By: _____

Signature

Date

**NOTE: Please reproduce the form on agency letterhead, or submit cover letter to this invoice that includes total requested and authorizing signature.*

EXHIBIT C
(Amendment 4)

2011-2012 Severe Weather Criteria for Unsheltered Homeless Individuals

The City of Portland, acting through the Portland Housing Bureau, has formed standard operating procedures for Severe Weather Alerts and activation of Severe Weather Emergency Shelter. The goal of the severe weather response is to accommodate homeless persons when weather conditions place them at imminent danger of loss of life or serious negative health consequences, primarily between November 1 and March 31 each year.

- I. The meeting of the below criteria will constitute a **Severe Weather Alert**, which will initiate the opening of Severe Weather Emergency Warming Center overflow shelter:
 - A. Dry - any one of the following conditions:
 1. Temperature:
 - i. Single night: 22° F (-5.5° C) or below,
 - ii. Three or more nights: 25° F (-3.9° C) or below.
 2. Winds: forecasted sustained at 15 mph or greater and 32°F.
 - B. Wet— any one of the following conditions:
 1. Snow accumulations of 1.0 inch or more sticking to the ground in most locations.
 2. Temperature at or below 32° F (0° C) or below with driving rain of 1.0 inch or more overnight.
 3. Winds: forecasted sustained at 15 mph or greater and 32° F.
- II. The standard for requesting existing shelters and warming centers to provide additional beds (while NOT issuing a Severe Weather Alert) shall be predicted overnight weather of:
 - A. Dry Conditions:
 - i. 25° F or below
 - ii. 3 nights or more at 27° F or below
 - B. Wet Conditions:
 - i. 32° F or below with snow (sticking) or rain
 - ii. 33°-35° F with heavy rain (0.75" overnight)
 - iii. Freezing rain

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EXHIBIT D (Amendment 4)

[Note that the attached Standard Operating Procedures were for 2010-2011, and are presented here primarily for reference. The attached document will be updated for 2011-2012 through mutual agreement of all parties and without further amendment to this contract. Roles and procedures described herein will remain substantially the same.]



2010-2011 Standard Operating Procedures Severe Weather Alert & Severe Weather Emergency Warming Center For the Protection of Unsheltered People during Cold Weather

I. Introduction

- A. Purpose: This document outlines measures for the City of Portland, Portland Housing Bureau (PHB) to coordinate public and private resources during weather conditions that pose an immediate danger to the life and health of unsheltered people, especially those living with medical or mental health conditions that render them more vulnerable in inclement weather.
- B. Scope: This document provides criteria for PHB staff that will declare Severe Weather Alerts, initiate efforts to open and maintain an overnight Severe Weather Emergency Warming Center, and otherwise coordinate resources and services necessary to provide shelter to those experiencing homelessness during inclement winter weather conditions. It also provides communication protocols between PHB, Portland Office of Emergency Management (POEM), 211 *info*, other City bureaus, homeless service providers, and other external constituents.
- C. Objectives: This procedure is designed to safeguard the lives of vulnerable homeless individuals by providing shelter during inclement weather conditions that pose a threat to those living without adequate shelter, especially those at higher risk of death due to exposure.

II. Situation and Assumptions

- A. Situation:
 - 1. Portland experiences relatively few instances of extremely cold or dangerously inclement weather each year.
 - 2. On rare occasions, Portland experiences high winds or receives snow, sleet or accumulations of ice that pose an imminent danger to those living without adequate shelter.
 - 3. Surveys conducted in January 2009 indicate an estimated 1,600 people are unsheltered in Portland on any given night. Separate surveys conducted in October 2008 indicate that forty-seven percent of unsheltered people may be especially vulnerable to inclement winter weather due to poor health, inadequate access to appropriate resources (e.g., food, clothing, and shelter) or other risk factors.

4. The City of Portland and Multnomah County fund winter warming centers for families and adults from November 1 through March 31. There are also privately-funded organizations that provide winter shelter services. In addition to the nearly 761 shelter beds available year round, another 334 shelter beds will be available this winter and up to an additional 300 beds will be made available during severe weather.
5. Portland City Council has adopted a 10-Year Plan to End Homelessness. In support of this strategy, PHB coordinates concerted action to house unsheltered homeless people who are at the greatest risk of mortality and morbidity. In addition to leading the effort to end homelessness, PHB has been tasked with efforts to protect unsheltered homeless people during times of inclement weather.

B. Assumptions:

1. Wet and windy conditions exacerbate the effects of cold weather and increase the risk of hypothermia, frostbite, immersion foot, and other exposure-related illnesses among exposed individuals.
2. In most cases, short-term weather forecasts will provide sufficient warning of impending inclement weather to enable effective action to protect the most vulnerable people experiencing homelessness.
3. The Oregon Trail Chapter of American Red Cross (ARC) and other social service providers under contract to PHB can open Severe Weather Emergency Warming Center(s) within about six hours of notification, and will operate overnight emergency shelter from 9:00 pm to 7:00 am at selected location(s) across the city.
4. Several agencies not under contract with PHB are able to provide additional shelter beds (up to approximately 200 beds) during severe weather conditions and regularly do so voluntarily.
5. Homeless service providers conducting outreach and ad hoc outreach workers (e.g., Portland Police Bureau, Portland Fire & Rescue) will direct those in need to the Severe Weather Emergency Warming Center and other emergency shelters if provided with notice of their availability.
6. When notified of Severe Weather Alert and available resources, Portland Police Bureau will direct people whom they encounter through their regular duties to emergency warming centers, shelters and other services as appropriate.
7. When necessary, Tri-Met, Portland Police Bureau, Portland Fire & Rescue, and other city agencies (e.g., Water Bureau, Portland Parks & Recreation) will support PHB efforts to protect and shelter unsheltered homeless people during severe weather conditions by providing transportation, space, walk-throughs in overnight warming centers and other resources as warranted.

III. Alert Criteria and Communication Protocols

A. Severe Weather Alert Criteria: PHB and POEM have agreed to use the following criteria to determine when conditions pose a danger to exposed vulnerable people. The meeting of the below criteria will constitute a Severe Weather Alert:

1. Dry - any one of the following conditions:
 - a. Temperature:
 - iii. Single night: 22° F (-5.5° C) or below,
 - iv. Three or more nights: 25° F (-3.9° C) or below.
 - b. Winds: forecasted sustained at 15 mph or greater and 32°F.
2. Wet— any one of the following conditions:
 4. Snow accumulations of 1.0 inch or more sticking to the ground in most locations.
 5. Temperature at or below 32° F (0° C) or below with driving rain of 1.0 inch or more overnight.
 6. Winds: forecasted sustained at 15 mph or greater and 32° F.
3. For criteria related to weather conditions which do not meet Severe Weather Alert standards, but may warrant the opening of additional beds in existing shelters, see Appendix A.

B. Decision-making:

1. The POEM Duty Officer will monitor the National Weather Service (NWS) forecast and notify the designated PHB representative by email (Sally.Erickson@portlandoregon.gov; Jennifer.Chang@portlandoregon.gov; Ryan.Deibert@portlandoregon.gov) and cell phone (503-823-6696) when conditions satisfying the Severe Weather Alert criteria are expected to occur.
2. Upon receiving notification from POEM that NWS forecasts indicate upcoming conditions may present a danger to the health and welfare of people living outside, PHB will determine whether or not to issue a Severe Weather Alert based on established Alert Criteria.

C. Notification: PHB is responsible for the coordination of communications regarding a Severe Weather Alert, severe weather emergency overnight warming center(s), locations, hours of operation, capacity and expected date(s) of closure.

If the forecast does not meet Severe Weather Alert criteria, but PHB decides predicted weather conditions may or do pose an increased risk to unsheltered individuals, PHB will coordinate efforts among homeless service providers to provide additional beds in existing shelters. Appendix B outlines the process to be taken to contact homeless service providers.

In the event that a Severe Weather Alert is issued, PHB will generate an email declaring the Severe Weather Alert (see Appendix C for sample email notification) and will abide by the following process:

POEM Duty Officer

1. PHB will email the POEM Duty Officer at (poemdutyofficer@portlandoregon.gov) to notify them that a Severe Weather Alert has been issued.
2. The POEM Duty Officer will forward the notice to the following individuals and agencies:
 - a. City Elected Officials
 - b. City Elected Officials Executive staff
 - c. BOEC – Operations Management
 - d. BOEC – Fire
 - e. C103 (PF&R Email)
 - f. ONI Administration
 - g. ONI Crime Prevention All
 - h. Bureau Emergency Managers
 - i. Urban Area Emergency Managers
 - j. PHB Commissioner's Advisor
 - k. All Police Commanders
 - l. Police Public Information Officers
 - m. Public Health Officer
 - n. City Hall Security Office
 - o. Tri-Met
 - p. WebEOC
3. When NWS forecasts predict weather conditions will meet Severe Weather Alert criteria for 3 days or more, PHB will:
 - a. Initiate daily conference calls between selected participants using a telephone number supplied by POEM.
 - b. Arrange through either POEM or Portland Fire & Rescue to distribute 800 MHz trunked radios among responders.

211info

4. PHB will contact Troy Hammond at 211info by both phone (503-419-8617) and email (Troy@211info.org), to notify them that a Severe Weather Alert has been issued.
5. PHB will provide 211info with on-going, updated information on referral services and shelter availability. 211info will relay this information to the public:
 - a. During winter months (November through March) 211info can be reached by calling 2-1-1. The line is open to all callers between 8:00am

and 6:00pm, Monday through Friday. Multnomah County callers may also contact 211info between 6:00pm and 10:00pm, Monday through Friday, and between 8:00am and 10:00pm on Saturday and Sunday.

- b. 211info will send out an email notice of all warming center updates and winter service updates to interested shelter, outreach, and service providers via email, and to vulnerable people experiencing homelessness through their call-in information line and website.
- c. When a Severe Weather Alert is issued, 211info will email winter shelter and day center providers to inquire whether there are any program updates or changes in service/capacity. **Providers will be requested to contact 211info with any updates by or before 2:00pm of the day of the alert, by phoning Troy Hammond at 503-419-8617.**

6. 211info will notify the following:

- a. Interested shelter, outreach, and other service providers (list will be provided by PHB) via email,
- b. Vulnerable people in need of shelter through the 211info call-in information line and website.
- c. 211info will receive calls from providers to verify shelter space and availability.

IV. Response Protocols

- A. **Level 1: Severe Weather Alert Criteria – NOT MET:** In instances when PHB determines that the forecast does meet the Severe Weather Alert criteria, and the weather does not pose any increased risk to unsheltered individuals, no action will be taken.

If the forecast does not meet Severe Weather Alert criteria, but PHB decides predicted weather conditions may or do pose an increased risk to unsheltered individuals, PHB will coordinate efforts among homeless service providers to provide additional beds in existing shelters. Appendix A outlines the process to be taken to contact homeless service providers.

- B. **Level 2: Severe Weather Alert Criteria - MET (3 consecutive days or less):** When PHB determines that the forecasted weather will or does meet the Severe Weather Alert criteria and is ***predicted to last a duration of 3 consecutive days or less***, PHB will take the following actions by or before 2:00pm of the day of the alert:

- 1. Direct the Oregon Trail Chapter of the American Red Cross (ARC) to open one or more emergency overnight warming centers.
 - a. ARC will open low-barrier and easily accessible Severe Weather Emergency Overnight Warming Center overflow services, with adequate facilities, for a minimum of 150 people per night (and maximum of 300, depending on size of space secured) at one or more locations in consultation with the City of Portland with 6 hours notice for that specific date.

- b. ARC emergency overnight warming center(s) will include clean mats and blankets, space for carts/bikes, provisions for cats, dogs and other small pets or service animals, and snacks, water and hot beverages.
 2. Contact specific homeless service providers who may voluntarily be able to provide additional shelter space.
 - a. Calvary Christian Church – 65 beds
 - b. City Team Ministries – 10 beds
 - c. Family Network – contact to determine increased bed capacity
 - d. Janus Youth Programs – 10 beds
 - e. Portland Rescue Mission – 11 beds
 - f. Salvation Army Harbor Light – 10 beds
 - g. Union Gospel Mission – 60 beds
 3. Coordinate with homeless service providers who may voluntarily be able to provide expanded day services capacity.
 - a. Downtown Chapel has agreed to voluntarily operate day services for up to 100 people Monday through Friday, 9:00 am until 5:00 pm. They will provide seating, hot beverages, snacks and movies.
 - b. The Salvation Army Harbor Light has agreed to voluntarily provide seating and hot beverages for up to 70 people daily from 7:30 am to 7:30 pm.
 - c. Union Gospel Mission has agreed to voluntarily provide hot beverages, seating and movies for up to 50 people daily from 9:00 am to noon and from 2:00 pm to 6:00 pm.
 4. Coordinate transportation as needed for outreach and shelter shuttles (see Section IV.D: Transportation below).
 5. Coordinate communication of alert information and updates via email to interested parties (see Section III. C. Notification above).
- C. **Level 3: Severe Weather Alert Criteria - MET (4 consecutive days or more):** When PHB determines that the forecasted weather will or does meet the severe weather alert criteria and is ***predicted to last a duration of 4 consecutive days or more***, PHB will take the following actions, in addition to the actions listed for a Level 2 in Section IV. B above.
 1. Incident Command System: PHB will employ the Incident Command System to manage the response when declaring a severe weather alert lasting 4 days or more.
 2. A representative of PHB will serve as Incident Commander. Once a severe winter weather alert is issued, PHB will staff this position on a 24hours/7 days-a-week basis until conditions no longer require a coordinated response.

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- a. PHB staff will alternate Incident Commander duties on 12-hour shifts.
The Incident Commander can be contacted by cell phone at: (503) 823-6696.
 - b. The Incident Commander will be available to receive phone and email communication at all times while on shift.
- 3. 211: During a Level 3 response, 211 will extend its capacity to 24-hour operations. 211 will serve the primary role of collecting and distributing information on shelter capacity, and coordinating transportation resources to and from shelter sites during an extended Severe Weather alert.
- 4. Liaison Officer: POEM will provide a Liaison Officer to support the Incident Commander and ensure all agencies participating in the response have a single point of contact for coordinating their response efforts. The Liaison Officer may also serve as a planning section chief for the purposes of preparing the Incident Commander's daily situation report and incident action plan.
- 5. Public Information Officer: POEM will provide a public information officer to collaborate with the Housing Commissioner's office to coordinate and develop public messages and to act as a media liaison with representatives of PHB and the response organizations.
- 6. Operations Section Chief: The Incident Commander may decide to appoint an operations section chief when the operation of emergency warming centers requires the provision of dedicated transportation, feeding, or medical care.
- D. Transportation: PHB will coordinate transportation to facilitate effective outreach and engagement, and ensure necessary transportation to emergency shelter locations.
 - 1. PHB will provide transportation for homeless individuals to and from shelter sites. PHB's primary and first transportation source is Tri-Met. In the case that Tri-Met is not available or additional transportation capacity is needed, the following agencies will be contacted to assist in coordinating transportation:
 - a. CHIERS
 - b. Janus Youth Programs
 - c. JOIN
 - d. Portland Fire & Rescue
 - e. Portland Water Bureau
 - f. Independent cab companies
 - 2. PHB will coordinate with Union Gospel Mission (UGM) to provide a staging area where people may wait for transportation to the emergency warming centers.
 - a. UGM has agreed to voluntarily provide a warm, indoor space for people while they wait for transportation to emergency warming center(s).
 - b. The transportation staging area will open at 8:30 pm and will remain open until 9:30 pm.

- c. UGM personnel will provide support to people waiting for transportation, including escorting people to vehicles or bus stops.

E. Deactivation: A formal notice of deactivation will be sent to POEM, 211info and shelter providers when conditions no longer are categorized as severe weather. The following factors will be taken into consideration when determining whether to deactivate a Severe Weather Alert:

1. Weather forecasts indicate alert criteria will not be met for the next 48 hours.
2. Shelter census has stabilized or decreased.
3. Snow has melted in outside sleeping areas.
4. No subsequent flooding is imminent.
5. Services are available that will allow unsheltered people to access and maintain dry clothing and outdoor gear sufficient to avoid hypothermia and other exposure-related conditions.
6. Tri-Met operations have returned to normal.
7. Regular homeless services have returned to normal operations.
8. Staff detects a decided shift in the social atmosphere in shelters marked by harmful or destructive behavior and in which continued shelter operations would be unsafe.

V. Responsibilities

A. Portland Housing Bureau (PHB):

1. PHB will contract facilities and services to operate emergency overnight warming centers for homeless people on short notice when forecasts indicate weather conditions will meet Severe Weather Alert criteria.
2. The designated PHB representative will have the authority and responsibility to issue a Severe Weather Alert and determine in consultation with contracted service providers if and when emergency overnight warming centers for the homeless will open or demobilize.
3. PHB will coordinate with homeless service providers to provide additional shelter beds and expanded day center hours with contracted and voluntary homeless service providers.
4. PHB will coordinate communication between 211info, homeless service providers, emergency responders, local government and other essential participants.

PHB will be in on-going contact with the POEM Duty Officer and 211info regarding monitoring the weather and issuing of Severe Weather Alerts. When an alert is declared, PHB will email POEM and 211info with notify them an alert was been issued, and will provide shelter information, updated information regarding response to the severe weather, availability of resources, and demobilization of operations.

5. PHB will provide support to 211info in the coordination of transportation and effective outreach and engagement and ensure necessary shuttle service to emergency shelter locations. PHB will arrange for a warm, dry area in which people may wait for transportation to overflow emergency warming centers.
6. When it is predicted that a Severe Weather Alert will remain in effect for a duration of 4 consecutive days or more, PHB will designate an Incident Commander to be available at all times while on shift by telephone or email to communicate with involved parties regarding severe weather and related activities.

B. American Red Cross (ARC)

1. ARC will provide low-barrier and easily accessible severe weather emergency overnight warming center overflow services for a minimum of 150 (and up to 300, depending on size of secure space) people at one or more locations. In addition, ARC will provide:
 - a. Facilities with adequate toileting for the number of individuals served.
 - b. Space, clean mats and blankets for all individuals using the severe weather emergency overnight warming center overflow service.
 - c. Snacks, water and hot beverages for the people served.
 - d. Space for carts and bikes at the severe weather emergency overnight warming centers.
 - e. (in coordination with Multnomah County Animal Services) Up to 40 portable pet kennels to provide opportunities for people with cats or dogs and other small pets or companion animals to bring their animals in a severe weather emergency overnight warming center. All animals must be in individual kennels at all times.
2. If requested by PHB staff, an ARC representative will serve as Operations Section Chief in the Incident Command General staff during Severe Weather Alerts.

C. Portland Office of Emergency Management (POEM):

1. The Duty Officer is responsible for monitoring overnight winter weather forecasts throughout the day.
2. When forecast conditions pose a danger to vulnerable exposed populations, the Duty Officer will notify the designated representative of PHB. After receiving confirmation from the designated representative of PHB that emergency warming shelters will open, the Duty Officer will issue the initial notification that a severe winter weather alert has been issued and provide information regarding emergency overnight warming center locations and opening hours.
3. The Duty Officer will enter a significant event in WebEOC indicating that the Severe Weather Alert has been issued and emergency overnight warming centers have opened.
4. POEM will provide a liaison officer to support the Incident Commander and ensure all agencies participating in the response have a single point of contact for coordinating their response efforts.

5. POEM will provide a public information officer to collaborate with the Housing Commissioner's office to coordinate and develop public messages and act as media liaison with representatives of PHB and the response organizations.

D. 211info:

1. During winter months (November through March) 211info can be reached by calling 2-1-1. The line is open to all callers between 8:00am and 6:00pm, Monday through Friday. Multnomah County callers may also contact 211info between 6:00pm and 10:00pm, Monday through Friday, and between 8:00am and 10:00pm on Saturday and Sunday.
2. 211info will provide warming center updates and referrals to interested shelter, outreach, and other service providers (list to be provided by PHB) via email.
3. 211info will provide information and referrals to vulnerable people experiencing homelessness through their call-in information line and website.
4. 211info will collect information received from warming centers, shelters, day service providers and other service providers and distribute updates to the broad network of homeless service providers.
5. 211info will serve as the primary point of contact for coordination of transportation and effective outreach and engagement and ensure necessary shuttle service to emergency shelter locations. 211info will receive support from PHB staff on coordination efforts.
6. During a Level 3 (extended) Severe Weather alert, 211 will increase its capacity to be operational 24-hours. During this time, 211 will continue to serve as the primary source of collecting and distributing updated information on shelter capacity and transportation.

VI. **Administration and Logistics**

- A. Ownership: The PHB Ending Homelessness Team Program Coordinator is responsible for maintaining the Standard Operating Procedures (SOP).
- B. Periodic Review: The SOP will be reviewed annually before the onset of severe winter weather and revised if necessary.
- C. Consultation: PHB will consult and have due regard for the advice of homeless service providers, POEM staff, and other external constituents when reviewing and revising the SOP.

VII. **Authority and References**

A. Ordinances:

1. Ordinance #182355
2. Portland City Code, Chapter 15.12.020(H)
3. Portland City Code, Chapter 15.12.020(I)

B. Policy Documents –

1. Home Again: A 10-year Plan to End Homelessness in Portland and Multnomah County (BCP-HOU-2.01)

APPENDIX A

Opening additional winter weather beds in existing shelters

2. The City of Portland and Multnomah County fund winter shelter services from November 1 through March 31. There are also privately-funded organizations that provide winter shelter services. In addition to the 761 shelter beds available year round, another 334 shelter beds will be available this winter and up to an additional 300 beds will be made available during severe weather.
3. PHB will coordinate with existing homeless service providers to confirm availability of additional beds for people who would otherwise sleep outside when predicted overnight weather conditions do not meet Severe Weather Alert criteria, but pose an increased risk to unsheltered individuals:
 - A. Dry Conditions:
 - i. 25° F or below
 - ii. 3 nights or more at 27° F or below
 - B. Wet Conditions:
 - i. 32° F or below with snow (sticking) or rain
 - ii. 33°-35° F with heavy rain (0.75" overnight)
 - iii. Freezing rain
4. After consulting with National Weather Service, PHB will determine if the above criteria have been met.
5. PHB will contact providers to request and confirm that additional beds will be made available as follows:
 - A. Calvary Christian Church – 65 beds
 - B. City Team Ministries – 10 beds
 - C. Family System – contact to determine potential increased bed capacity
 - D. Janus Youth Programs – 10 beds
 - E. Portland Rescue Mission – 11 beds
 - F. Salvation Army Harbor Light – 10 beds
 - G. Union Gospel Mission – 60 beds
6. By or before 2:00pm on the day of the event, PHB will generate an email for distribution to 211info, POEM and American Red Cross stating that a Severe Weather Alert will NOT be issued, but conditions warrant the opening of additional shelter beds. Information will include location and number of additional beds. This email will be sent to 211info for distribution to homeless service providers and the community.
7. Sample notification email:

(following page)

SUBJECT: NO Severe Weather Alert

After reviewing the forecast for [time period], I want to check in with you regarding the weather.

At this time, we do NOT anticipate a Severe Weather Alert will be issued for [time period]. Local weather will [describe predicted weather conditions for time period based on NWS forecast]. The criteria used to determine a Severe Weather Alert and the corresponding opening of Red Cross emergency warming centers is:

[Describe why forecasted conditions do not meet do not meet Alert Criteria].

Nonetheless, weather conditions will be challenging for those who are sleeping outside. Outreach workers and emergency responders will assist in directing unsheltered people to shelters.

The following shelter providers will expand capacity as follows:
[list shelters that will expand capacity and by how many beds]

[Briefly describe recent availability for women at Adult and Family Warming Centers].

211info, reached by calling 2-1-1, is open to all callers between 8:00am and 6:00pm, Monday to Friday. Multnomah County callers may also contact 211info between 6:00pm and 10:00pm Monday to Friday, and between 8:00am and 10:00pm on Saturday and Sunday. People should call 211info to be directed to shelter locations.

Winter service coordination provided by 211info is made possible by a grant from the Portland Housing Bureau. In partnership with other City departments, Multnomah County and community partners, the Portland Housing Bureau coordinates winter and severe weather shelter and day services for homeless individuals in our community.

As a reminder, two winter warming centers are open 7 nights a week through March 31st, 2010:

-- **FAMILY WINTER WARMING CENTER:** Located at 12505 NE Halsey Street, Portland Oregon (on Halsey near 126th Avenue). Call first 211 or (503-548-0200 or 503-405-7875) before sending someone there, to make sure there's room. Only for families with children under 18.

-- **WOMEN'S WINTER WARMING CENTER:** Check in at Transition Projects, 475 NW Glisan, between 8:30 a.m. and 7:00 p.m. to reserve a space for the night. Call 503-823-4930 to check availability. Guests must confirm reservation nightly at 7:30 p.m. Only for single women, up to 70 people.

-- **MEN'S EXPANDED SHELTER:** Located at Salvation Army Harbor Light, SW 2nd and Ankeny, between 7:30pm and 7:30am. Call 503-239-1259. Provides seating and hot beverages. Only for single men, up to 70 people.

Appendix B
Sample Email Notification of Severe Weather Alert

Subject: SEVERE WEATHER ALERT [TIME PERIOD]

Severe Weather Alert: The National Weather Service predicts [describe NWS forecasted conditions] will begin [time period] and are expected to persist through [time period].

Anyone seeking shelter should contact 211info, reached by dialing 2-1-1. 211info will be available to identify available shelter and warming center resources between 8:00am and 6:00pm, Monday through Friday. Multnomah County callers may also contact 211info between 6:00pm and 10:00pm Monday to Friday, and between 8:00am and 10:00pm on Saturday and Sunday. People should call 211info to be directed to shelter locations.

Service providers who would like to update information on services they offer during Severe Weather Alerts, please call Troy Hammond at (503) 419-8617.

In addition to existing year-round and winter shelter facilities, the following warming center facilities are available:

Family Winter Warming Center:

12505 NE Halsey Street, Portland Oregon
(on Halsey near 126th Avenue)

Call 211 or (503-548-0200 or 503-405-7875) to check for availability

Dates: seven nights a week throughout winter season

Hours: 7:00 PM - 7:00 AM, check-in on site

Serves: Families with children under 18

Women's Winter Warming Center:

Check in at Transition Projects, 475 NW Glisan, between 8:30 a.m. and 7:00 p.m. to reserve a space for the night. Call 503-823-4930 to check availability. Only for single women, up to 70 people.

Dates: seven nights a week throughout winter season

Hours: 7:00 PM - 7:00 AM

Serves: Single women

Men's Expanded Shelter:

Located at Salvation Army Harbor Light, SW 2nd and Ankeny, between 7:30pm and 7:30am. Call 503-239-1259. Provides seating and hot beverages. Only for single men, up to 70 people.

Dates: seven nights a week throughout winter season

Hours: 7:30 PM - 7:30 AM

Serves: Single men

Severe Weather Emergency Warming Center (only open when a Severe Weather Alert is issued):

Red Cross Severe Weather Emergency Warming Center at the Imago Dei Church

1302 Ankeny Street, (near 13th Avenue in Inner SE), Portland

Dates: Dependent on Severe Weather Alert

Hours: 9:00 PM - 7:00 AM, check-in on site

Serves: Families, single adults, and youths; Pets allowed; some space for carts; accessible location (main floor)

The following expanded day center services are available during the Severe Weather Alert.

Downtown Chapel Roman Catholic Parish

601 W. Burnside Street, 503-228-0746

Provides hot beverages, some snacks and movies

Dates: Dependent on Severe Weather Alert

Hours: 8:30 AM – 4:30 PM

Serves: Adults, up to 100 people

Salvation Army Harbor Light

SW 2nd and Ankeny, 503-239-1259

Provides seating and hot beverages

Dates: Dependent on Severe Weather Alert

Hours: 7:00 AM – 7:30 PM

Serves: Men, up to 70 people

Union Gospel Mission

15 NW 3rd Avenue, 503-228-0319

Provides hot beverages, some snacks and television

Dates: Dependent on Severe Weather Alert

Hours: 9:00 AM – noon *and* 2:00 PM – 6:00 PM

Serves: Adults, up to 50 people

Please call 211 with questions regarding other shelter and transportation resources.

Winter service coordination provided by 211info is made possible by a grant from the Portland Housing Bureau. In partnership with other City departments, Multnomah County and community partners, the Portland Housing Bureau coordinates winter and severe weather shelter and day services for homeless individuals in our community.

Appendix C
FY 2010-2011 Severe Weather Planning
Transportation Dispatch Plan

DRAFT

In the case that a Severe Weather Alert is declared, the Portland Housing Bureau (PHB) will coordinate transportation efforts with 211info and city/community partners to facilitate effective outreach to individuals on the streets and ensure necessary transportation to emergency warming center locations.

I. Staging Area

When a Severe Weather Alert is issued, PHB will coordinate with Union Gospel Mission (UGM) to open a staging area where homeless people may be dropped off and wait for transportation to the emergency warming centers. The address is:

Union Gospel Mission of Portland
15 NW 3rd Avenue
Portland, Oregon 97209
Ph: (503) 274-4483
Contact: Dave White (Phone: 503-274-4483)

The staging area will be open from 8:30pm to 9:30pm for each night that a Severe Weather Alert remains in effect. UGM personnel will provide support to people waiting for transportation, including escorting people to vehicles or bus stops. UGM staff will also maintain constant coordination with 211info and outreach staff regarding the availability of shelter space and day center hours at various agencies.

II. Transporting Individuals from the Streets to the Staging Area

PHB will contact the following agencies to help identify and transport unsheltered individuals from the streets to the staging area at UGM, before and up to 9:30pm on the night of the Severe Weather Alert:

- a. CHIERS
- b. Janus Youth Programs
- c. JOIN
- d. Independent cab companies (variable)

III. Transporting Individuals from the Staging Area to Emergency Shelter

PHB will contact Tri-Met as the first and primary source for transporting individuals from the staging area to emergency warming center locations. If Tri-Met is not available, the following agencies will be contacted and utilized:

- a. Portland Fire & Rescue
- b. Portland Water Bureau

- c. Independent cab companies (variable)

IV. Emergency Warming Center Locations

Tri-Met and/or the other entities listed in Section III will transport individuals from the UGM staging area to one of the emergency warming centers or other locations offering severe weather shelter beds. The addresses of these facilities are listed in the "FY 2010-2011-Winter Services and Shelter List", published by the Portland Housing Bureau.

V. Communication and Coordination of Transportation Efforts

When a Severe Weather Alert is issued, PHB will make the initial contact to 211info and all the above listed entities to inform them that an alert has been issued, and to activate the transportation plan, including the opening of the UGM staging area and shuttle service from the staging area to the emergency warming centers and other locations offering severe weather shelter beds.

Agencies and individuals who need transportation assistance will contact 211info, and 211info will then connect the agency/individual in need to one of the above entities listed in Section II.

AMENDMENT NO. 2
Subrecipient Contract No. 32000596

The above referenced Subrecipient Contract between the City of Portland (City) acting by and through its Portland Housing Bureau (PHB) and Transition Projects (Subrecipient) is hereby amended as follows:

Funding

Increase funding by a total of \$164,000 in General Funds for the Winter Warming Center.

Scope of Services

Subrecipient will operate a seasonal warming center (“Winter Warming Center”) from mid-November, 2011 through mid-April, 2012, at the YWCA of Greater Portland, located at 1111 SW 10th Avenue Portland OR 97205. The center will provide shelter for up to 70 single women per night. Exhibit H, Section II describes the full scope of services to be provided.

Exhibits

Exhibit H contains the contractual requirements for the Winter Warming Center:

- Section I: Authority
- Section II: Scope of Services
- Section III: Performance Measures
- Section IV: Reporting Requirements
- Section V: Compensation, Method of Payment and Audit Requirement

All other terms and conditions of Contract No. 32000596 between the City of Portland and Transition Projects Inc. shall remain the same.

TRANSITION PROJECTS INC.

CITY OF PORTLAND

Doreen Binder
Executive Director

Date

Traci Manning, Director
Portland Housing Bureau

APPROVED AS TO FORM:

Linda Meng, City Attorney Date

LaVonne Griffin-Valade, City Auditor Date _____

**EXHIBIT H:
WINTER WARMING CENTER**

I. AUTHORITY

Funding for winter shelter and services for unsheltered adults experiencing homelessness meets the goals and objects of the City of Portland. The City has General Funds available to support the provision of services for unsheltered homeless women through Transition Projects' Winter Warming Center.

II. SCOPE OF SERVICES

The name of the funded program is "Winter Warming Center." Subrecipient will operate a Winter warming center from mid-November, 2011 through mid-April 15, 2012, funded through the Portland Housing Bureau at the YWCA of Greater Portland (1111 SW 10th Avenue Portland OR 97205). The site will provide emergency shelter for up to 70 women guests per night.

The Subrecipient will provide the following services:

- A. Sufficient staffing and management oversight to nightly set up, operate, and tear down a warming center opening at 7:00 PM and closing at 7:00 AM, seven days per week. Hours of operation may be extended at any time, particularly during periods of severe weather if early opening or day-time hours are needed. Any changes to capacity shall be subject to Subrecipient staff availability, approval of the warming center site building management, and authorization from a Fire Inspector or other representative of Portland Fire and Rescue authorized to temporarily amend occupancy limits set forth in the Stipulated Agreement authorizing operation of the warming center facility. Minimum staffing levels for operations shall be as follows:
 - 6:30 PM – 11:30 PM (Set-up and check-in): 4 staff
 - 11:30 PM – 5:30 AM (Overnight): 3 staff
 - 5:30 AM – 7:30 AM (Clean-up): 4 staff
- B. The Winter warming center will be run as a low-barrier and high-tolerance warming center that will provide basic shelter services (mats on the floor, blankets, no- or low-preparation snacks) to support stable use of the warming center throughout cold weather months.
- C. Develop and utilize nightly flexible check-in procedures and on-site monitoring to maximize guest safety and access to the warming center, and minimize queuing outside of the site prior to its opening. This may include, but not be limited to, on-site and/or off-site check-in procedures, phone check-in, and/or expedited check-in protocols for returning guests.

- D. Develop and use operating procedures that discourage or disallow exit from and reentry to the warming center outside of the posted opening and closing hours to discourage guests from loitering outside of the warming center site during operations.
- E. Develop, implement and enforce daily closing procedures that include:
- 1) Re-establishment of day-time room set-up (replace tables, chairs, or other moveable furniture; remove and store mats, blankets and other warming center supplies).
 - 2) On-site monitoring to ensure that guests exit the building and disperse quickly to discourage loitering outside of the warming center site.
 - 3) Basic clean-up of interior of warming center site as agreed to by Subrecipient and warming center site building management.
 - 4) Visual assessment of building exterior to determine need for cleaning interventions and completion of cleaning interventions to include:
 - i. Telephone dispatch of Downtown Clean and Safe cleaning crews or other cleaning crews to clean biohazard, human waste, and other liquid spills,
 - ii. Telephone notice to neighboring businesses if Downtown Clean and Safe or other cleaning crews are dispatched to neighboring business storefronts.
- F. Permanent exclusions from the warming center will be limited to irresolvable serious behavioral incidents that threaten the health and well-being of other guests or warming center staff. Exclusions will follow applicable policy developed by Subrecipient. A grievance policy will be available to all warming center guests.
- G. Participate in initial planning meetings and ongoing operations meetings as needed to ensure active collaboration among City, Subrecipient, warming center site building management, and warming center site neighbors. This will include meeting with neighbors and addressing/resolving their concerns prior to and following the opening of the program.
- H. Execute an "AGENCY PARTICIPATION AGREEMENT for NW Social Service Connections HMIS" and,
- 1) Confirm that each administrative staff or end user with access to HMIS (ServicePoint) will execute an "USER AGREEMENT For NW Social Service Connections HMIS".
 - 2) Assure that all "Policies and Procedures for NW Social Service Connections HMIS" are adhered to.
 - 3) Utilize HMIS (ServicePoint) to record client level information as required by current Policies and Procedures, HUD Universal Data Elements, and Program Specific Data Elements.
 - 4) Utilize HMIS (ServicePoint) for subsequent contract reporting. The following reports will be used for quarterly and Year-End reports: 1) Entry/Exit Report (E/E).

- I. Contingent upon the site identified for the program, as well as other factors affecting the delivery of services, the contract may be amended as necessary to include changes in budget expenditures, staffing and/or data collection and reporting requirements with approval from the City Contract Manager.

III. PERFORMANCE MEASURES

- A. Subrecipient will track and report on the achievement of the following accomplishments (outputs) during the period of this agreement:
 1. 8,200 bed nights of low-barrier winter shelter will be provided by March 31, 2012. The start date will be in mid-November, 2011, contingent upon securing the center site.
 2. 400 unduplicated individuals will access winter shelter by March 31, 2012
 3. 95% average nightly occupancy rate

IV. REPORTING REQUIREMENTS

- A. Subrecipient will submit program reports on a monthly and annual basis. Reports will be submitted using the report form attached (Exhibit H-1), and will include:
 - Progress towards output goals
 - Narrative description of program successes and challenges, including placement of individuals into permanent housing

Subrecipient will also utilize HMIS (ServicePoint) for contract reporting. The Entry/Exit (E/E) Report will be used for quarterly and Year-End reports, and will collect the following information on clients: Name, entry/exit date, date of birth, race, ethnicity, gender, and housing status.

Monthly program reports will be submitted on or before 10 working days after the end of the reporting month. Reports are due on or before the following dates: **December 14, 2011, January 13, 2012; February 14, 2012; March 14, 2012; April 13, 2012.** A final Year-End report summarizing results and cumulative data for the program is due on **May 14, 2012.**

- B. Financial reports may be submitted monthly or quarterly (within 30 days of the end of the reporting period). Subrecipient will use the attached invoice form (Exhibit H-2).
- C. Late program and financial reports submitted to the City may result in delayed payment to the Subrecipient for services rendered.
- D. Data needed for reporting on the 10-Year Plan to End Homelessness will also be submitted as requested by the City (typically quarterly, but on occasion, monthly).

V. COMPENSATION, METHOD OF PAYMENT AND AUDIT REQUIREMENT

- A. The City will reimburse the Subrecipient for actual or anticipated expenses in accordance with the Budget (Exhibit H-2). Funds will be disbursed to the Subrecipient for:
- 1) Actual expenditures, upon submission of copies of receipts or other acceptable documentation, or
 - 2) Anticipated expenditures, upon submission of a bid, official estimate or purchase order.
- B. The Subrecipient will maintain documentation of all expenses and make such records available for inspection by the City upon request.
- C. All funds received by the Subrecipient, whether for actual or anticipated expenditures, must be disbursed within three (3) working days of receipt.
- D. Any changes to the budget must be approved in writing by the City Contract Manager before any expenditure of funds in new line items or amounts.
- E. No funds under this Contract may be used to purchase non-expendable personal property or equipment. Funds may be used to pay for lease or rental of equipment if approved in advance by the City Contract Manager.
- F. Any program income received by the Subrecipient, through fees or other charges for services will be reported on the monthly billing, and the amount of program income received will be deducted from the amount of reimbursement required from the City.
- G. The payments made under this Contract shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment and incidentals necessary to perform the work and services.
- H. Total compensation under this Contract shall not exceed ONE HUNDRED AND SIXTY-FOUR THOUSAND DOLLARS (\$164,000).
- I. Invoices will be submitted monthly using the attached invoice form Exhibit H-2. Final invoice for the program will be due **May 14, 2012** unless otherwise authorized by the City Contract Manager.

EXHIBIT H-1
Monthly and Year-End Report

Subrecipient Name:	Transition Projects Inc.
Contract Number:	32000596
Program Title:	Winter Warming Center
Reporting Period: (check one)	<input type="checkbox"/> 1 st Month: November 15 to 30, 2011 <input type="checkbox"/> 2 nd Month: December 1 to 31, 2011 <input type="checkbox"/> 3 rd Month: January 1 to 31, 2012 <input type="checkbox"/> 4 th Month: February 1 to 28, 2012 <input type="checkbox"/> 5 th Month: March 1 to 31, 2012 <input type="checkbox"/> 6 th Month: April 1 to 15, 2012 <input type="checkbox"/> Year-End: November 15, 2011 to April 15, 2012

I. Progress towards outputs/outcomes

	November 2011	December 2011	January 2012	February 2012	March 2012	April 2012	Total (Year to Date)	Annual Goal
# of bednights								8,200
# clients served (unduplicated)								400

II. Describe the highlights or successes of the program over the reporting period. *(Please limit your response to 1 page)*

III. Describe the challenges or problems encountered by your program over the reporting period. How will your agency address the challenges/problems? *(Please limit your response to 1 page)*

Reports are due 10 days after the end of the month. Return to Jennifer Chang via email:
Jennifer.Chang@portlandoregon.gov.

EXHIBIT H-2
Transition Projects, Inc.: Winter Warming Center

REQUEST FOR PAYMENT

TO: City of Portland/PHB
 Attn: Ruth Benson/Jennifer Chang
 421 SW 6th Avenue, Suite 500
 Portland, Oregon 97204

Request For Payment #: _____

Contract #: 32000596

Billing Period: _____

GF

[chart below is from 2010-11 – needs reduction, if possible]

Budget Category	Contracted Budget	Amount This Bill	Amount Billed to Date	Balance
Personnel*	\$124,000			
Operating Expenses	\$22,000			
Client Assistance	\$5,000			
Indirect Cost	\$13,000			
TOTAL	\$164,000			

* Line item breakout of staff positions funded is attached as Exhibit H-3.

Total Amount Requested: _____

Total Balance \$ _____

TPI/Prepared by: _____

Phone No.: _____

TPI/Approved by: _____

Email: _____

Signature

Date

NOTE: Please reproduce this form on agency letterhead or submit cover letter to this invoice that includes total requested and authorizing signature.

EXHIBIT H-3**Program Title: Transition Projects Inc.: Winter Warming Center
Breakout of City-Funded Personnel**

Position Title and Description	FTE	PHB- Requested Amount
Program manager: Supervises operations staff, performs neighborhood outreach	1	\$23,232
Residential assistants: supervise warming center	7.1	\$92,368
Executive director: supervises program manager, performs neighborhood outreach	0.1	\$7,150
Resource coordinator: purchases and delivers resources, collects in-kind donations	0.05	\$1,250
TOTAL STAFF BUDGET	7.25	\$124,000

Subrecipient Contract
Contract No. 32000634
Homeless Services Projects

184982

This subrecipient contract is between the City of Portland, acting by and through its Portland Housing Bureau, hereafter called "City" and The Salvation Army hereafter called Subrecipient for the provision of Emergency Shelter and Case Management for Homeless Men.

1. Effective Date and Duration

This contract shall become effective on November 15, 2011. This contract shall terminate on April 15, 2012.

2. Contract Manager

Each party has designated a contract manager to be the formal representative for this project. All reports, notices, and other communications required under or relating to this subrecipient contract shall be directed to the appropriate individual identified below. The City contract manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate the Contract as provided herein, and to approve all changes except those that increase the total contract amount.

<u>PHB</u>	<u>Subrecipient</u>
Contract Manager: Ryan Deibert	Contract Manager: Michael A. Smith
421 SW Sixth Ave., Suite 500	8495 SE Monterey Avenue
Portland, OR 97204	Happy Valley, OR 97086
(503) 823-2368	503-794-3274
(503) 823-2387 (fax)	503-794-8412 (fax)
ryan.deibert@portlandoregon.gov	Email: michael.smith@usw.salvationarmy.org
	EEO: 9/30/2012
	Business License No.: 990039

3. Scope of Services

The statement of work is contained in Section I.

4. Compensation

The amount of compensation shall not exceed \$163,000 in GF OTO in FY 2011-12 PHB adopted budget. The compensation requirements are contained in Section IV.

5. Reporting

The Reporting requirements are contained in Section III. Year end final invoices and reports are due **May 15, 2012**.

6. List of Exhibits

The following Exhibits are attached hereto and incorporated by reference into this contract:

<u>Document</u>	<u>Description</u>	<u>No. of Pages</u>
Exhibit A	Request for Payment	1

I. Scope of Services

The Subrecipient will provide the following services:

- A. Winter Shelter – Harbor Light Open Men’s Emergency Shelter (HOMES)
1. Subrecipient will operate the Harbor Light Open Men’s Emergency Shelter (HOMES) as a low-barrier and high-tolerance shelter that will integrate best practices and harm reduction strategies to support stable use of the shelter and rapid transition into long-term and permanent housing for program participants. HOMES will provide basic emergency shelter and case management services designed to bring people from homelessness to housing.
 2. Subrecipient will provide shelter space and services for a minimum of 70 men starting November 15, 2011 and ending the morning of March 16, 2012.
 - a. Subrecipient will assess client vulnerability and prioritize shelter access based on vulnerability. A minimum of 35 beds will be set-aside for priority access for men who are identified as vulnerable.
 - b. Subrecipient shall adopt reasonable and low-barrier admission criteria and referral procedures that assure timely access into available beds.
 - c. Subrecipient is reimbursed based on a 100% occupancy rate as they will make space available for the period of the contract for up to 70 men.
 - d. Individual clients will be allowed to stay at the shelter for up to 90 days, though Subrecipient will attempt to assist individual clients to move from shelter into other housing options as rapidly as possible
 - e. Subrecipient will open doors from 7:30 pm to 11:00 pm to admit clients.
 - f. Terminations from the shelter will be limited to irresolvable serious repeated behavioral incidents that threaten the health and well-being of other participants and shelter staff. Permanent terminations must be reviewed and approved by the Harbor Light Director and TSA Metro Director.
 3. Hours of operation of men’s shelter shall be 7:30 p.m. to 7:30 a.m. Minimum hours of operations will be 12 hours per day. It is understood that on rare occasions staffing problems may result in the need to stagger operating hours up to 30 minutes in either direction. Hours of operation may be extended or otherwise altered via prior written authorization by the City Project Manager. Subject to Subrecipient staffing and budget availability, City may ask Subrecipient to operate for extended hours, up to 24-hours daily, during periods of severe weather conditions. Such extended operations must be mutually agreed to by City and Subrecipient and may require modification of Contract budget.
 4. Subrecipient will post and make available the agency grievance procedure in all rooms where clients sleep.
 5. Subrecipient will provide case management and resource development activities to participants.

- a. A 1.0 FTE on-site Program Coordinator/Resource Specialist and a 0.5 FTE on-site Case Manager will be available during daytime hours mutually agreed upon by the City and Subrecipient, Monday through Friday, for appointments, conducting needs assessments, assisting clients in creating a case plans, and providing assistance to clients to develop resources.
 - b. The Program Coordinator/Resource Specialist and Case Manager will create and maintain partnerships with area social services providers and housing placement specialists for homeless populations.
 - c. The Case Manager will collaborate with program participants to assist program participants in moving as rapidly as possible to more stable housing situations and to link participants to resources that may assist each participant to address any barriers or patterns of behavior that negatively impact his ability to locate, secure and retain suitable housing.
- B. Subrecipient shall execute an "AGENCY PARTICIPATION AGREEMENT for NW Social Service Connections HMIS," and:
1. Confirm that each administrative staff or end user with access to HMIS (ServicePoint) will execute an "USER AGREEMENT For NW Social Service Connections HMIS "
 2. Assure that all "Policies and Procedures for NW Social Service Connections HMIS" are adhered to.
 3. Utilize HMIS (ServicePoint) to record client level information as required by current Policies and Procedures, HUD Universal Data Elements, and Program Specific Data Elements.
 4. Utilize HMIS (ServicePoint) for subsequent contract reporting. The following reports will be used for quarterly and Year-End reports: 1) Entry/Exit Report (E/E), 2) Shared Housing Assessment Report (SHAR), and 3) All Client Demographic Count (ACDC). Other reports may be requested as necessary.

II. Performance Measures

Subrecipient will track and report on achievement of the following levels of service (outputs) by program and in the aggregate during the period of this Contract:

- A. For homeless adults (men, unless otherwise agreed to with City Contract Manager):
1. 250 unduplicated men served via the HOMES project.
 2. 50 unduplicated men engage in services.
 3. 15% of total number of clients will exit into permanent housing (38 estimated)

III. Periodic Reporting

- A. Subrecipient will enter data on all clients served by their organization into Service Point. This will include housing retention data. Subrecipient will submit the following quarterly program reports:
1. ServicePoint: Entry/Exit Report (E/E)

2. ServicePoint: Shared Housing Assessment Report (SHAR)
3. ServicePoint: All Client Demographic Count (ACDC).

Other reports may be requested as necessary by the City Contract Manager.

- B. Subrecipient will submit program reports on a quarterly basis. Program reports will be submitted within 30 days of the reporting period on or before the following dates: January 31, 2012, and April 30, 2012. A final report summarizing results and including cumulative data for the PHB funded services, as well as information on agency achievements during the contract year (Includes agency wide demographic and outcome data-served, placed, and retention) is due on or before **May 15, 2012**.
- C. Financial reports will be submitted within 30 days of the end of the quarterly reporting periods using the invoice form attached as (Exhibit A) on the dates listed above or may be submitted monthly.
- D. Late program reports will delay payment until the program report has been received by the City.
- E. Subrecipient shall participate in and submit reports as required for the:
 1. Quarterly outcomes for the 10 Year Plan to End Homelessness, including placement and retention data.
 2. State of Oregon One Night Shelter Counts.
 3. City and County wide Street Counts.

IV. Compensation, Method of Payment and Audit Requirement

- A. The City will reimburse the Subrecipient for actual or anticipated expenses in accordance with the Budget (Exhibit A). Funds will be disbursed to the Subrecipient for:
 1. Actual expenditures, upon submission of copies of receipts or other acceptable documentation, or
 2. Anticipated expenditures, upon submission of a bid, official estimate or purchase order.
- B. Any changes to the budget must be approved in writing by the City Project Manager before any expenditure of funds in new line items or amounts.
- C. No funds under this Contract may be used to purchase non-expendable personal property or equipment. Funds may be used to pay for lease or rental of equipment if approved in advance by the City Project Manager.
- D. The payments made under this Contract shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment and incidentals necessary to perform the work and services.

- E. Final contract invoice must be received by PHB on or before **May 15, 2012** and must be submitted with the final end of year contract report. Changes to these requirements may be granted by the City Project Manager.
- F. Total compensation under this Contract shall not exceed ONE HUNDRED AND SIXTY-THREE THOUSAND (\$163,000) DOLLARS.

V. General Contract Provisions

- A. **TERMINATION FOR CAUSE.** If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Subrecipient of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Subrecipient under this Contract shall, at the option of the City, become the property of the City and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Subrecipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Subrecipient, and the City may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the City from the Subrecipient is determined.

- B. **TERMINATION FOR CONVENIENCE.** The City and Subrecipient may terminate this Contract at any time by mutual written Contract. If the Contract is terminated by the City as provided herein, the Subrecipient will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Subrecipient covered by this Contract less payments of compensation previously made.

The City, on thirty (30) days written notice to the Subrecipient, may terminate this Contract for any reason deemed appropriate at its sole discretion.

- C. **REMEDIES.** In the event of termination under Section A hereof by the City due to a breach by the Subrecipient, then the City may complete the work either itself or by Contract with another subrecipient, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Subrecipient hereunder plus the remaining unpaid balance of the compensation provided herein, then the Subrecipient shall pay to the City the amount of excess.

The remedies provided to the City under sections A and C hereof for a breach by the Subrecipient shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

In the event of breach of this contract by the City, then the Subrecipient's remedy shall be limited to termination of the contract and receipt of payment as provided in section B hereof.

In the event of termination under Section A, the City shall provide the Subrecipient an opportunity for an administrative appeal to the Bureau Director.

- D. **CHANGES.** The City may, from time to time, request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Subrecipient's compensation, shall be incorporated in written amendments to this Contract to be approved by the Bureau Director. Any change that increases in total the amount of compensation payable to the Subrecipient to \$100,000 or more must be approved by ordinance of the City Council. The Bureau Director may approve increases in compensation that result in total compensation of less than \$100,000. Other changes, including changes to scope of work and budget line items, may be approved by the Project Manager.
- E. **NON-DISCRIMINATION.** During the performance of this Contract, the Subrecipient agrees as follows:
1. The Subrecipient will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
 2. The Subrecipient will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
 3. The Subrecipient will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
 4. The Subrecipient will comply with the equal employment and non-discrimination requirements of Portland City Code Sections 3.100.005 (City Policies Relating to Equal Employment Opportunity, Affirmative Action and Civil Rights), 3.100.042 (Certification of Contractors), and Chapter 23 – Civil Rights.
 5. Subrecipient will comply with the Americans with Disabilities Act (42 USC 12131, 47 USC 155, 201, 218 and 225), which provides comprehensive civil

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

- F. **ACCESS TO RECORDS.** The City, or their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the Subrecipient which are directly pertinent to this contract, for the purpose of making audit examination, excerpts, and transcriptions. All required records must be maintained by the Subrecipient for three years after the City makes final payment and all other pending matters are closed.
- G. **MAINTENANCE OF RECORDS.** The Subrecipient shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Subrecipient regarding its billings or its work hereunder. The Subrecipient shall retain these records for inspection, audit, and copying for 3 years from the date of completion or termination of this contract.
- H. **AUDIT OF PAYMENTS.** The City, either directly or through a designated representative, may audit the records of the Subrecipient at any time during the 3 year period established by Section G above.

If an audit discloses that payments to the Subrecipient were in excess of the amount to which the Subrecipient was entitled, then the Subrecipient shall repay the amount of the excess to the City.

- I. **INDEMNIFICATION.** The Subrecipient shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Subrecipient's work or any subcontractor's work under this contract.
- J. **WORKERS' COMPENSATION INSURANCE.**
(a) The Subrecipient, its subcontractors, if any, and all employers working under this Contract, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Contract and shall be incorporated herein and made a term and part of this Contract. The Subrecipient further agrees to

maintain worker's compensation insurance coverage for the duration of this Contract.

(b) In the event the Subrecipient's worker's compensation insurance coverage is due to expire during the term of this Contract, the Subrecipient agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Subrecipient agrees to provide the City of Portland such further certification of worker's compensation insurance a renewals of said insurance occur.

(c) If the Subrecipient believes itself to be exempt from the worker's compensation insurance coverage requirement of (a) of this subsection, the Subrecipient agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent Contractor prior to commencing work under this Contract. In this case, the Questionnaire shall be attached to this Contract and shall be incorporated herein and made a term and part of this Contract. Any misrepresentation of information on the Questionnaire by the Subrecipient shall constitute a breach of this Contract. In the event of breach pursuant to this subsection, City may terminate the Contract immediately and the notice requirement contained in Section (A), TERMINATION FOR CAUSE, hereof shall not apply.

K. LIABILITY INSURANCE.

(a) The Subrecipient shall maintain General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract. If Subrecipient will be driving or using a vehicle on behalf of the City, then Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the state of Oregon during the term of the Contract. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled

without 30 days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the contract, the Subrecipient shall provide a new policy with the same terms. The Subrecipient agrees to maintain continuous, uninterrupted coverage for the duration of the contract. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Subrecipient.

(b) The Subrecipient shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under subsection (a). The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this Contract by the City.

In lieu of filing the certificate of insurance required herein, the Subrecipient shall furnish a declaration that the Subrecipient is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

L. **SUBCONTRACTING AND ASSIGNMENT.** The Subrecipient shall not subcontract its work under this contract, in whole or in part, without the written approval of the City. The Subrecipient shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contract as specified in this contract. Notwithstanding City approval of a subcontractor, the Subrecipient shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Subrecipient hereunder. The Subrecipient agrees that if subcontractors are employed in the performance of this contract, the Subrecipient and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The Subrecipient shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City. Subcontractors shall be responsible for adhering to all regulations cited within this contract.

M. **INDEPENDENT CONTRACTOR STATUS.** The Subrecipient is engaged as an independent contractor and the Subrecipient and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The Subrecipient and its subcontractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

N. **REPORTING REQUIREMENTS.** The Subrecipient shall report on its activities in a format and by such times as prescribed by the City.

O. **CONFLICTS OF INTEREST.** No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

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No City officer or employees who participated in the award of this contract shall be employed by the Subrecipient during the period of the contract.

- P. OREGON LAWS AND FORUM. This contract shall be construed according to the laws of the State of Oregon.

Any litigation between the City and the Subrecipient arising under this contract or out of work performed under this contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- Q. COMPLIANCE WITH LAWS. In connection with its activities under this contract, the Subrecipient shall comply with all applicable federal, state, and local laws and regulations.

In the event that the Subrecipient provides goods or services to the City in the aggregate in excess of \$2,500.00 per fiscal year, the Subrecipient agrees it has certified with the City's Equal Employment Opportunity certification process.

- R. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any subrecipient receiving \$300,000 or more in City funding, in any program year, is required to obtain an independent audit of the City-funded program(s). Any subrecipient receiving between \$25,000 and \$300,000 in City funds, in any program year, is required to obtain an independent financial review. Additionally, contractors expending \$500,000 in federal funds may be required to obtain a full audit, if the City believes it is warranted. Two copies of all required financial audits or reviews will be submitted to the designated City Project Manager within thirty days of their completion.

- S. SEVERABILITY. If any provision of this Contract is found to be illegal or unenforceable, this Contract nevertheless shall remain in full force and effect and the provision shall be stricken.

- T. INTEGRATION. This Contract contains the entire Contract between the City and the Subrecipient and supercedes all prior written or oral discussions or Contracts.

- U. PROGRAM AND FISCAL MONITORING. The City through the Portland Housing Bureau shall monitor on a regular basis to assure contract compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the contract. The frequency and level of monitoring will be determined by the City Project Manager.

VI. Period of Agreement and Contract

The obligations and duties of this Contract shall be binding on the Subrecipient during any period the Subrecipient has control of funds or program income under this Contract, or during any period of affordability relative to any project funded under this Contract.

THE SALVATION ARMY**CITY OF PORTLAND**

William Harfoot, Vice President Date

Traci Manning, Director Date
Portland Housing Bureau

Michael J. Woodruff Date
Secretary**APPROVED AS TO FORM:**

Linda Meng Date
City Attorney

LaVonne Griffin-Valade Date
City Auditor

880481

EXHIBIT A
THE SALVATION ARMY:
Harbor Light Day Shelter and HOMES FY 10-11

REQUEST FOR PAYMENT

TO: City of Portland/PHB
 Attn: Ruth Benson/Ryan Deibert
 421 SW 6th Avenue, Suite 500
 Portland, Oregon 97204

Request For Payment #: _____ Contract #: 32000634
 Billing Period: _____

GF

BUDGET CATEGORY	CONTRACTED BUDGET	AMOUNT THIS INVOICE	AMOUNT BILLED TO DATE	BALANCE
Personnel	\$103,170			
Operating Expenses	\$26,330			
Client Assistance	\$18,285			
Administrative Costs	\$15,215			
TOTAL	\$163,000			

Total Amount Requested: _____ Total Balance: _____

The Salvation Army/Prepared By: _____ Phone No.: _____

The Salvation Army/Approved By _____ Email: _____

mailto:monasmith@tprojects.org

Signature

Date

NOTE: Please reproduce this form on agency letterhead or submit cover letter to this invoice that includes total requested and authorizing signature