

*DRAFT*  
 AGREEMENT FOR SERVICES  
 Contract No. 32000680  
 Designated Campground Program

This Agreement for Services (this "Agreement") is between the City of Portland, acting by and through its Portland Housing Bureau, hereafter called "City" and Dignity Village Inc., an Oregon nonprofit corporation, hereafter called "Contractor," for the provision of management of the Designated Campground at the Sunderland Recycling Facility, 9401 N.E. Sunderland, Portland, OR 97211.

1. Effective Date and Duration

This Agreement shall become effective on December 1, 2012. This Agreement shall terminate on November 30, 2015, unless terminated earlier.

2. Contract Manager

Each party has designated a contract manager to be the formal representative for this project, as identified below ("Contract Manager"). All reports, notices, and other communications required under or relating to this Agreement shall be directed to the appropriate Contract Manager. The City Contract Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate the Agreement as provided herein, and to approve all changes.

| <u>PHB</u>                        | <u>Contractor</u>                          |
|-----------------------------------|--|
| Contract Manager: Sally Erickson  | Contract Manager: Mitch Grubic, Chair      |
| 421 SW Sixth Ave., Suite 500      | 9401 N.E. Sunderland                       |
| Portland, OR 97204                | Portland, OR 97211                         |
| (503) 823-5312                    | (503) 281-1604                             |
| (503) 823-2387 (fax)              | Email: Bajasur66@yahoo.com                 |
| Sally.Erickson@portlandoregon.gov | EEO Expires Date: N/A                      |
|                                   | Business License No.: N/A - EIN 91-2173206 |

3. Scope of Services

The statement of work is contained in Section I.

4. Reporting

The reporting requirements are contained in Section II. The year-end final report is due the last day of December, 2013, 2014, and 2015.

5. List of Exhibits

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

| <u>Document</u> | <u>Description</u>                 | <u>No. of Pages</u> |
|-----------------|------------------------------------|---------------------|
| Exhibit A       | Quarterly Reports                  | 4                   |
| Exhibit B       | Site Plan Standards                | 3                   |
| Exhibit C       | Safety and Project Plan Compliance | 3                   |

**I. Scope of Services**

The Contractor shall provide the following services:

**A. Designated campground**

Contractor shall provide management services for the Designated Campground (described by Dignity Village as an "Intentional Community") at Sunderland Recycling Facility.

Contractor will, under the Agreement, have authority to administer, manage, and operate the Designated Campground, and to control the use, maintenance, services or other matters relating to the Designated Campground, subject to the provisions and limitations of the Agreement. Specifically, Contractor shall:

1. Operate the campground for the specific and sole purpose of providing temporary shelter to persons who cannot locate safe, decent affordable permanent housing and are otherwise homeless.
2. To the extent practicable, assist residents of the campground with locating and transitioning to safe, decent, affordable permanent housing. Assistance shall include, but not be limited to, permitting access to the campground by programs that assist homeless persons with locating and accessing permanent affordable housing.
3. Accommodate up to 60 persons for short-term emergency housing with sleeping areas, adjoining bathrooms, showers, kitchen, computer room and a separate but adjoining lounge area.
4. Adopt reasonable and low-barrier admission criteria. Subrecipient will provide a current copy of these criteria to the City Contract Manager.
5. Keep the Designated Campground open at all reasonable times to:
  - a. On-going, routine and frequent site visits by the Portland Fire Bureau and the Bureau of Development Services. These Bureaus will use Exhibit C in their evaluation;
  - b. Site visits by the Portland Police Bureau;
  - c. Entry onto the site by the City's Bureau of Maintenance for on-going, routine and frequent maintenance of the City's infrastructure at the site. Contractor will cooperate with these bureaus' in their performance of these duties.
6. Maintain the Designated Campground in a safe and sanitary condition, including providing routine and on-going cleaning of the grounds after any pets and undertaking all necessary repairs and maintenance. All maintenance costs, except for those expressly assumed by the City, shall be paid by Contractor. Contractor shall provide an adequate level of security for protection of the Designated Campground, its facilities, residents, guests and users.

7. By the end of December, 2012, Dignity Village will be required to submit a completed, revised site plan that lays out structure, pathways, etc. This will be added as Exhibit D to the contract and must be approved/initialed by the Dignity Village Board Chair, and authorized staff from BDS, Fire, Transportation and PHB.
8. Maintain written guidelines governing the use of the Designated Campground, which will be incorporated into an entrance agreement and signed by each resident, as appropriate. Contractor will provide a current copy of the entrance agreement and written rules to the City, together with any amendments or modifications to those rules.
9. Post the Designated Campground rules, as well as grievance procedure and policy, in a visible location. The written rules shall address at least the following:
  - a. No resident or guest of the Designated Campground shall threaten any person, whether resident, neighbor, guest, invitee or City employee, or engage in conduct that subjects any such person to alarm, including but not limited to, conduct that involves the use of abusive or threatening language or gestures.
  - b. No resident or guest shall vandalize, deface or destroy any City property, or engage in conduct that degrades the appearance of City property, including conduct that would constitute Offensive Littering under ORS 164.805.
  - c. No resident or guest shall possess any weapon or any similar instrument that can be used to inflict injury upon a person or damage to property, except to the extent permitted by Oregon law.
  - d. When present at the Designated Campground, no resident or guest shall engage in any criminal behavior as defined by the State of Oregon or the City of Portland.
  - e. Residents may not use, possess or share alcoholic beverages, illegal drugs, controlled substances or prescription drugs without a medical prescription, on or at the Designated Campground or within the Sunderland Recycling Facility. Residents may not allow guests to use, possess or share alcoholic beverages, illegal drugs, controlled substances or prescription drugs without a medical prescription at the Designated Campground or within the Sunderland Recycling Facility.
  - f. Minors shall not be allowed to remain as residents at the Designated Campground, but minors may enter as guests for periods of not longer than fourteen (14) hours and
    - i. Minor children must be supervised at all times by a designated parent/guardian or caregiver.
    - ii. If minor children are staying with parent/guardian, there may be no other guests staying within the household's structure when children are present

- iii. Parents/guardians must show proof of guardianship (i.e. this does not apply to "street families")
  - iv. Dignity Village will ensure that there is a current background check on designated parent/guardian or caregiver.
  - v. Minor children may not stay with parent/guardian for more than 3 nights within a 30 day period (month to month)
  - vi. Parent/guardian and caregiver must be members in good standing for 90 days.
  - vii. Dignity Village may impose additional rules and requirements that are not within the scope of the Management Agreement with the City of Portland.
10. All residents shall be given on-going training on fire safety, with assistance from the Portland Fire Marshal's Office. At least twice yearly, Contractor shall hold a fire drill in which all residents will participate. Upon request, Contractor must display proof of twice yearly fire drills. New residents shall be given a fire safety orientation as they arrive.
11. Contractor shall immediately notify the Bureau of Transportation of any unsafe or threatening person or situation at the campground that could potentially harm the Sunderland Recycling Facility's property, operation, employees or visitors. In such instances, Contractor shall call the Bureau's Maintenance Dispatch Center at 503-823-1700, or such other phone number as the bureau may later designate.
- B. For the purposes of Portland City Code 5.36.115, Contractor is designated as a "person in charge" for excluding persons from the Designated Campground for violations of the written rules. As a designated "person in charge," Contractor may lawfully direct persons to leave the Designated Campground.
1. Contractor shall be responsible for enforcing and administering its written rules established in Section I.A.9a-f, as may be amended from time to time. Any failure by the Contractor to routinely and adequately enforce and administer the written rules shall constitute a breach of the Agreement.
  2. Contractor shall not allow more than 60 residents to occupy the Designated Campground at any time. Contractor shall maintain a register of all residents, including such information as may be needed to perform Contractor's reporting requirements under Section II.A.1-10. For purposes of the Agreement, a resident is any person who has the intention to remain at the Designated Campground for twenty-four hours for sleeping, bathing, cooking, or use of restroom facilities. During the limited times when the City has declared a severe winter shelter overflow, Contractor may allow 10 additional residents for a total of 70 residents at the Designated Campground.
  3. It is expected that Dignity Village residents will remain at the Campground for as short a period of time as possible while they seek out community services and affordable permanent housing. The City holds the discretion to either shorten or lengthen a maximum time that residents may remain at the

Campground. Contractor must establish written rules that residents may not live at the Campground for longer than 24 months after the date of November 1, 2012. If a person became a resident on November 1, 2012 they would need to find other housing arrangements by October 31, 2014. If an individual is in an active housing search and/or active in Village leadership, Dignity Village may request an extension and the City Contract Manager can make individual exceptions to this.

4. The City may contract with an agency to assist the Contractor with technical and financial capacity building, build connections with community agencies, assist with permanent housing placement, and other related activities.
5. Contractor shall not make any capital improvements to the Designated Campground without first obtaining the written consent of the Portland Office of Transportation, including but not limited to making any cuts into, or excavation of, the asphalt pad at the Designated Campground. "Capital improvements" means any permanent structural changes or additions to the Designated Campground.
6. Contractor must comply with the Site Plan Standards as outlined in Exhibit B. Contractor cannot make any temporary or nonstructural improvements to the Designated Campground without prior written approval by the Fire Inspector and/or BDS Building Inspector, as well as consent of the City's Contract Manager.
7. Contractor shall follow and enforce all directives from the City's Bureau of Development Services regarding the location, structural integrity, construction, maintenance, occupancy, or use of any structures or development, such as dredging, grading, paving, excavating, filling or clearing, at the Designated Campground. The Bureau of Development Services shall receive, process, issue or deny permits for the use of the Designated Campground in accordance with the City Code provisions pertaining to permits. Contractor shall not relocate any structure or undertake any development without having first had the application reviewed, processed and approved by the Bureau, and a permit issued by the Bureau. Contractor shall provide responses to check-sheets within fifteen (15) working days of notice from the Bureau, and the Bureau shall provide responses to Contractor within fifteen (15) working days of receiving corrections. Any failure by Contractor to comply with any of the requirements of this section shall constitute a breach subject to Section 8(C) of the Agreement.
8. Contractor shall inspect and confirm that smoke alarms are placed and maintained in all structures at the Designated Campground. Subrecipient will replace any smoke alarms that are not functional. Contractor shall develop and practice a site evacuation plan and a volunteer fire watch at the Designated Campground.
9. Upon termination of the Agreement, Contractor shall be responsible for the reasonable restoration of the Designated Campground and the removal of all of its property to the satisfaction of the Portland Office of Transportation.

10. Contractor shall comply with all correction notices issued by the Fire Inspector in a timely fashion. Failure to comply prior to the specified re-inspection date will result in re-inspection fees as required under Portland City Code Title 31.
- C. Contractor shall operate the Designated Campground in a financially self-sufficient manner to achieve its purpose, including private fundraising. Contractor will be responsible for covering all costs of operating the Designated Campground, including covering the cost of maintenance and custodial service, phones, utilities, alarm services, insurance, and other ongoing operating expenses.
1. Contractor shall dedicate sufficient designated persons to:
    - a. secure additional funding sources to supplement existing client assistance budgets
    - b. Demonstrate sustainable Board structure. Dignity Village is encouraged to broaden Board membership. This could include adding former residents, donors or community supporters.

## II. Performance Measures

### A. Program report as indicated in Exhibit A.

1. Basic demographic information on all residents, including race or ethnic background, gender, veteran's status, employment status and age.
2. Number of residents who joined Dignity Village during the prior reporting period.
3. Number of residents who departed from Dignity Village during the reporting period and the reason for their departure.
4. Number of residents who departed Dignity Village and destination (permanent housing, emergency shelter, etc.) during the reporting period.
5. Number of residents with employment income during the reporting period.
6. Number of individuals who accessed other services, including alcohol and drug treatment, during the reporting period.
8. Documentation of the performance of fire safety training for residents, and any fire drill activity since the reporting period.
9. An accompanying qualitative narrative discussing Contractor's accomplishments, challenges, needs and an update on Contractor's connection to community resources during the reporting period.
10. Documentation regarding any in-kind services provided by Dignity Village residents to City bureaus or other public service.

### III. Periodic Reporting

Contractor shall submit to Portland Housing Bureau's Contract Manager a quarterly report using the form in Exhibit A. Program reports will be **submitted within 30 days of the reporting period** on the following dates during the term of the Agreement: **October 31, January 31, and April 30**. An annual report summarizing the results and including cumulative data for the program will be due each **July 31**.

### IV. General Agreement Provisions

- A. **TERMINATION FOR CAUSE.** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his/her obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Contractor 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 Contractor under this Agreement shall, at the option of the City, become the property of the City and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

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

- B. **TERMINATION FOR CONVENIENCE.** The City and Contractor may terminate this Agreement at any time by mutual written agreement.

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

After early termination of the Agreement, the City will have the authority to deny access to the Designated Campground to all residents, except for the limited purposes of removing their personal property. Access shall be limited to regular business hours during which Sunderland Recycling Facility is operated by the City. The City will provide Dignity Village with reasonable time and opportunity to remove all of its personal property, including but not limited to the transitional housing structures that it owns. In removing its property, Dignity Village shall not cause any damage to any of the City's fixtures or other improvements to the real property at Sunderland Recycling Facility.

- C. **REMEDIES.** In the event of termination under Section A hereof by the City due to a breach by the Contractor, then the City may complete the work either itself or by Agreement with another Contractor, or by a combination thereof. In the event

the cost of completing the work exceeds the amount actually paid to the Contractor hereunder plus the remaining unpaid balance of the compensation provided herein, then the Contractor 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 Contractor 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 Agreement by the City, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section B hereof.

In the event of termination under Section A, the City shall provide the Contractor 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 shall be incorporated in written amendments to this Agreement to be approved by the Bureau Director. Other changes, including changes to scope of work, may be approved by the Contract Manager.
- E. **NON-DISCRIMINATION.** During the performance of this Agreement, the Contractor agrees as follows:
- (a) The Contractor will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
  - (b) The Contractor will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
  - (c) The Contractor will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
  - (d) The Contractor 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 Subrecipients), and Chapter 23 – Civil Rights.
  - (e) Contractor will comply with the Americans with Disabilities Act (42 USC 12131, 47 USC 155, 201, 218 and 225), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodation, state and local government services and telecommunications.



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

- 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 Contractor which are directly pertinent to this Agreement, for the purpose of making audit examination, excerpts, and transcriptions. All required records must be maintained by the Contractor for three years after the City makes final payment and all other pending matters are closed.
- G. MAINTENANCE OF RECORDS. 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 Contractor regarding its billings or its work hereunder. The Contractor shall retain these records for inspection, audit, and copying for 3 years from the date of completion or termination of this Agreement.
- H. INDEMNIFICATION. The Contractor 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 Contractor's work or any subcontractor's work under this Agreement.
- I. WORKERS' COMPENSATION INSURANCE.
- (a) The Contractor, its subcontractors, if any, and all employers working under this Agreement, 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 Agreement and shall be incorporated herein and made a term and part of this Agreement. The Contractor further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.
- (b) In the event the Contractor's worker's compensation insurance coverage is due to expire during the term of this Agreement, the Contractor 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 Contractor agrees to provide the City of Portland such further certification of worker's compensation insurance a renewals of said insurance occur.
- (c) If the Contractor believes itself to be exempt from the worker's compensation insurance coverage requirement of (a) of this subsection, the Contractor 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 Agreement. In this case, the Questionnaire shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. Any misrepresentation of information on the Questionnaire by the Contractor shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, City may terminate the Agreement immediately and the notice requirement contained in Section (A), TERMINATION FOR CAUSE, hereof shall not apply.

J. LIABILITY INSURANCE.

(a) The Contractor 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 Agreement, 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 Agreement.

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 Agreement. 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 Agreement, the Contractor shall provide a new policy with the same terms. The Contractor agrees to maintain continuous, uninterrupted coverage for the duration of the Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Contractor.

(b) The Contractor shall maintain on file with the City Contract Manager 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 Agreement by the City.

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

K. SUBCONTRACTING AND ASSIGNMENT. The Contractor shall not subcontract its work under this Agreement, in whole or in part, without the written approval of the City. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Agreement as specified in this Agreement. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The Contractor shall not assign this Agreement 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 Agreement.

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

The Contractor 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.

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

N. 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 Agreement or the proceeds thereof.

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

O. OREGON LAWS AND FORUM. This Agreement shall be construed according to the laws of the State of Oregon.

Any litigation between the City and the Contractor arising under this Agreement or out of work performed under this Agreement 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.

P. COMPLIANCE WITH LAWS. In connection with its activities under this Agreement, the Contractor shall comply with all applicable federal, state, and local laws and regulations.



**EXHIBIT A**

(Page 1 of 4)

QUARTERLY BENEFICIARY DATA REPORT FOR DIGNITY VILLAGE

REPORTING PERIOD: FROM: JULY 1, 2012 To: JUNE 30, 2013

Reporting Period (check one)  7/01/12-9/30/12  1/1/13-3/31/13  
 10/1/12-12/31/12  4/1/13-6/30/13

| Participant Information                       | 7/01/12-9/30/12 | 10/1/12-12/31/12 | 1/1/13-3/31/13 | 4/1/13-6/30/13 | YTD |
|---|-----------------|------------------|----------------|----------------|-----|
| Number on the <b>first day of the quarter</b> |                 |                  |                |                |     |
| Number <b>entering</b> during the quarter     |                 |                  |                |                |     |
| Number who <b>left</b> during the quarter     |                 |                  |                |                |     |
| Number on the <b>last day</b> of the quarter  |                 |                  |                |                |     |

Answer questions 1-4 only for those who entered during the quarter:

| 1. Gender            | 7/01/12-9/30/12 | 10/1/12-12/31/12 | 1/1/13-3/31/13 | 4/1/13-6/30/13 | YTD |
|----------------------|-----------------|------------------|----------------|----------------|-----|
| Males                |                 |                  |                |                |     |
| Females              |                 |                  |                |                |     |
| <b>Gender Total*</b> |                 |                  |                |                |     |

| 2. Race/Ethnicity                      | 7/01/12-9/30/12 |              | 10/1/12-12/31/12 |              | 1/1/13-3/31/13 |              | 4/1/13-6/30/13 |              | YTD      |              |
|--|-----------------|--------------|------------------|--------------|----------------|--------------|----------------|--------------|----------|--------------|
|  | Hispanic        | Non-Hispanic | Hispanic         | Non-Hispanic | Hispanic       | Non-Hispanic | Hispanic       | Non-Hispanic | Hispanic | Non-Hispanic |
| White                                  |                 |              |                  |              |                |              |                |              |          |              |
| Black/African American                 |                 |              |                  |              |                |              |                |              |          |              |
| Asian                                  |                 |              |                  |              |                |              |                |              |          |              |
| American Indian/Alaskan Native         |                 |              |                  |              |                |              |                |              |          |              |
| Native Hawaiian/Other Pacific Islander |                 |              |                  |              |                |              |                |              |          |              |
| American Indian/Alaskan Native & White |                 |              |                  |              |                |              |                |              |          |              |
| Asian & White                          |                 |              |                  |              |                |              |                |              |          |              |

|  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|
| Black/African American & White                     |  |  |  |  |  |  |  |  |  |
| Am. Indian/Alaskan Native & Black/African American |  |  |  |  |  |  |  |  |  |
| Other- Please provide information                  |  |  |  |  |  |  |  |  |  |
| <b>Total*</b>                                      |  |  |  |  |  |  |  |  |  |

| <b>3. Age</b> | 7/01/12-9/30/12 | 10/1/12-12/31/12 | 1/1/13-3/31/13 | 4/1/13-6/30/13 | <b>YTD</b> |
|---------------|-----------------|------------------|----------------|----------------|------------|
| 18-24         |                 |                  |                |                |            |
| 25-54         |                 |                  |                |                |            |
| 55-64         |                 |                  |                |                |            |
| 65 and above  |                 |                  |                |                |            |
| <b>Total*</b> |                 |                  |                |                |            |

\* Totals for questions 1-3 should be the same as the number who entered during the quarter.

**4. Other Characteristics** (can be in more than one category)

|                                     | 7/01/12-9/30/12 | 10/1/12-12/31/12 | 1/1/13-3/31/13 | 4/1/13-6/30/13 | <b>YTD</b> |
|-------------------------------------|-----------------|------------------|----------------|----------------|------------|
| Veteran                             |                 |                  |                |                |            |
| Employed                            |                 |                  |                |                |            |
| Female Headed Households            |                 |                  |                |                |            |
| Elderly Head of Household (over 65) |                 |                  |                |                |            |
| Disabled/Special Needs              |                 |                  |                |                |            |

**5. Destination.** Of those participants who left during the quarter, how many left for the following destinations?

| Destination   | 7/01/12-9/30/12 | 10/1/12-12/31/12 | 1/1/13-3/31/13 | 4/1/13-6/30/13 | <b>YTD</b> |
|---|-----------------|------------------|----------------|----------------|------------|
| <b>Total # of individuals who departed in quarter</b> |                 |                  |                |                |            |
| Rental house or apt.                                  |                 |                  |                |                |            |
| Public housing  |                 |                  |                |                |            |
| Section 8   |                 |                  |                |                |            |
| Shelter Plus Care                                     |                 |                  |                |                |            |
| Homeownership   |                 |                  |                |                |            |
| Moved in with family or friends (permanently)         |                 |                  |                |                |            |

|   |  |  |  |  |  |
|---|--|--|--|--|--|
| Moved in with family or friends (temporarily) |  |  |  |  |  |
| Transitional housing for homeless persons     |  |  |  |  |  |
| Psychiatric hospital                          |  |  |  |  |  |
| Inpatient alcohol or drug treatment facility  |  |  |  |  |  |
| Jail/prison                                   |  |  |  |  |  |
| Supportive housing                            |  |  |  |  |  |
| Homeless (e.g. car, street)                   |  |  |  |  |  |
| Other (please specify & add rows as needed)   |  |  |  |  |  |
| Unknown (24 hour guest)                       |  |  |  |  |  |

**6. Reasons for leaving.** Of those residents who left during the quarter, how many left for the following reasons? If a person left for multiple reasons, include only the primary reason.

| Reason for Departure:                                 | 7/01/12-9/30/12 | 10/1/12-12/31/12 | 1/1/13-3/31/13 | 4/1/13-6/30/13 | YTD |
|---|-----------------|------------------|----------------|----------------|-----|
| <b>Total # of individuals who departed in quarter</b> |                 |                  |                |                |     |
| # who departed voluntarily                            |                 |                  |                |                |     |
| # who departed for rules violations                   |                 |                  |                |                |     |
| # who departed – unknown reason                       |                 |                  |                |                |     |

**7a. Length of stay.** For those residents who left during the quarter, how many were there for the following lengths of time?

|                     | 7/01/12-9/30/12 | 10/1/12-12/31/12 | 1/1/13-3/31/13 | 4/1/13-6/30/13 | YTD |
|---------------------|-----------------|------------------|----------------|----------------|-----|
| Less than 1 month   |                 |                  |                |                |     |
| 1 - 2 months        |                 |                  |                |                |     |
| 3 - 6 months        |                 |                  |                |                |     |
| 7 - 12 months       |                 |                  |                |                |     |
| 13 - 24 months      |                 |                  |                |                |     |
| 25 months - 3 years |                 |                  |                |                |     |
| 4 - 5 years         |                 |                  |                |                |     |
| 6 - 7 years         |                 |                  |                |                |     |
| 8 - 10 years        |                 |                  |                |                |     |

**7b. Length of stay.** For those residents living at the Village on the last day of the quarter, how long have they been at the Village?

|  | 7/01/12-<br>9/30/12 | 10/1/12-<br>12/31/12 | 1/1/13-<br>3/31/13 | 4/1/13-<br>6/30/13 |
|--|---------------------|----------------------|--------------------|--------------------|
| <i>Total # of individuals on the last day of the qtr</i> |                     |                      |                    |                    |
| Less than 1 month  |                     |                      |                    |                    |
| 1 - 2 months   |                     |                      |                    |                    |
| 3 - 6 months   |                     |                      |                    |                    |
| 7 - 12 months  |                     |                      |                    |                    |
| 13 - 24 months   |                     |                      |                    |                    |
| 25 month - 3 years                                       |                     |                      |                    |                    |
| 4 - 5 years  |                     |                      |                    |                    |
| 6 - 7 years  |                     |                      |                    |                    |
| 8 - 10 years   |                     |                      |                    |                    |

*Please be sure to attach a qualitative narrative that includes the Villages accomplishments, challenges, needs, and an update on the Villages outreach to community partners and resources during this reporting period.*

Date form was completed and turned into PHB: \_\_\_\_\_



**EXHIBIT B**  
**(Page 1 of 3)**  
**SITE PLAN STANDARDS FOR DIGNITY VILLAGE**

**I. Background**

In Resolution No. 36200, passed February 26, 2004, the Portland City Council designated a specific portion of property as a campground under the terms of ORS 446.265 (the "Designated Campground"). Owned by the City, it is commonly known as Sunderland Recycling Facility, located at 9325 NE Sunderland Road, Tax Lot 100 1N1E12B (Tax Account R-315196). The intent of the City of Portland in contracting with a nonprofit organization, also called Dignity Village, was for the contractor to oversee the campground, provide temporary shelter for otherwise homeless individuals, and assist its temporary residents in connecting to services and ultimately to move into permanent housing.

While ORS 446.265 states that "the accommodations may consist of separate facilities, in the form of yurts, for use as living units by one or more individuals or by families," the City did not specify that the accommodations must be yurts. With the guidance of the Bureau of Development Services, there was an informal agreement that the units be no more than 10x10 for individuals and 10x12 (under 120 sq. feet) for larger households with a maximum height of 10 feet from the finished floor to the roof<sup>1</sup>.

These dimensions were deemed suitable for the transportability of temporary housing structures. According to 'Agreement for Services Contract No. 53015' section 1.5-B, the "...Contractor [in this case Dignity Village] shall be responsible for relocating... all transitional housing structures." The structures have been built on top of pallets or platforms so that the structures could be moved by a forklift onto a flat bed trailer. Since the maximum height of a vehicle without a Superload permit is 14 feet<sup>2</sup>, and a typical flat bed truck is 2 feet from the ground, these temporary structures should be no more than 14 feet in height from ground to roof. Temporary housing structures were to be placed in the center of the designed plots. Each plot is approximately 21 feet x 21 feet with a total of 43 plots. A buffer of 18 inches from the ground to finished floor was determined by pest control to be the minimum space needed to prevent vermin.

According to ORS 446.265, "Transitional housing accommodations described under subsection (1) of this section shall be limited to persons who lack permanent shelter and cannot be placed in other low income housing. A municipality may limit the maximum amount of time that an individual or a family may use the accommodations." The City of Portland has the authority to institute a maximum amount of time that an individual may use the accommodations.

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<sup>1</sup> "A building permit is required to build, demolish or move any carport, garage or shed that is greater than 200 sq ft in area or greater than 10 feet high measured from the finish floor level to the avg. height of roof."  
<http://www.portlandonline.com/bds/index.cfm?c=38156>

<sup>2</sup> <http://www.oregon.gov/ODOT/MCT/OD.shtml>

The original plan did not approve construction of decks and decks have been constructed without City permission. The proposed changes to the Site Plan will allow for decks that are the width of the front of the structure and no more than three feet long.

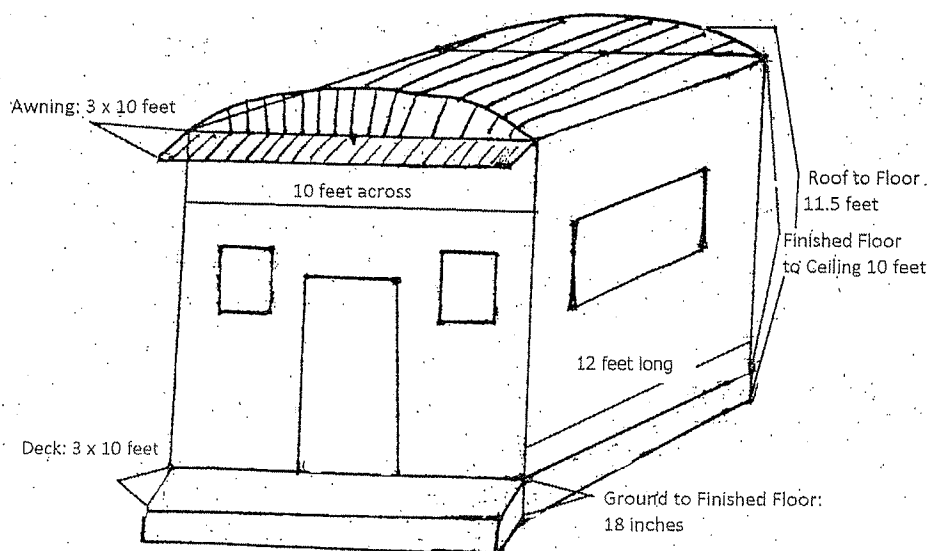
## II. Proposed changes to the Site Plan

Proposed clarifications to the existing agreement and changes are as follows:

### A. Dimensions of Temporary Housing Units

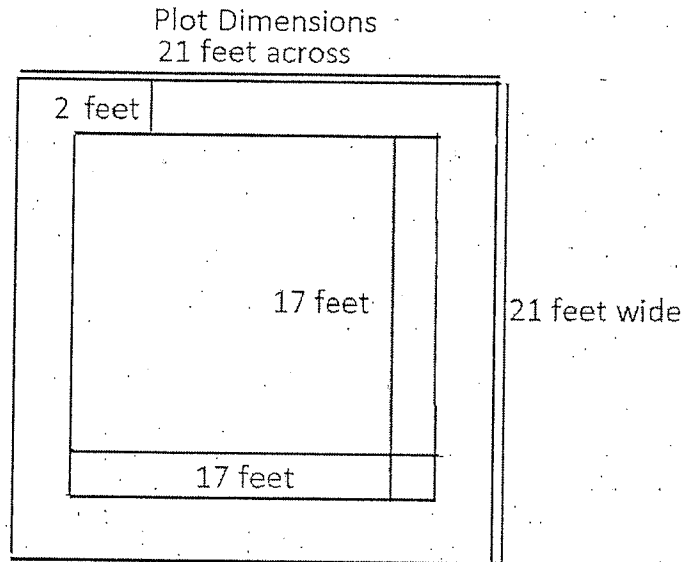
The dimensions of any structures on the site are limited to 10'x12' or 120 sq. ft. There must be a buffer of 18 inches from the ground to the finished floor, and height from ground floor to roof cannot be more than 11.5 feet (138 inches). Any new structures to be built or located on the site are limited to these size requirements or are subject to the necessary required building and other related permits. [See diagram below.]

Decks will be permitted, that are the width of the front of the structure and no more than three feet long. An awning that is no larger than the dimension of the deck will also be permitted.



### B. Temporary Housing Units Must be Centered in Plot

Transitional housing structures including the deck must be centered within a 17x17 foot radius. This leaves a 2 foot space between the structure and the border of the plot creating a 4 foot lane between structures. This change has been made to reduce the likelihood of a fire spreading and to create ample space for fire safety professionals to maneuver through the Village. Please reference the diagram below.



### III. Safety and Project Plan Check List for Inspections

A representative from the Fire and Rescue Bureau and from the Bureau of Development Services has routinely inspected Dignity Village for fire, safety, construction, and site plan concerns. A formal document, the Safety and Project Plan Check list, will be instituted that encompasses fire, safety, construction, and site plan compliance. This form is to be completed by either a Fire and Rescue staff person or a Bureau of Development Services staff person upon the completion of a routine inspection and signed by a Village representative.

**EXHIBIT C  
(PAGE 1 OF 3)**

**SAFETY AND PROJECT PLAN COMPLIANCE CHECK LIST**

**Location: Designated Campground at 9401 NE Sunderland Rd. Portland, OR 97211**

Inspections are to be completed by either Fire & Rescue or Bureau of Development Services Employee

| Fire and Safety Concerns   | Failed (0) | Partial (1) | Met (2 pt) |
|--|------------|-------------|------------|
| 1. Fire lanes are marked.  |            |             |            |
| 2. Fire lanes are clear of any obstructions.   |            |             |            |
| 3. Building materials and firewood are stored in designated area located in the NW corner of the village.  |            |             |            |
| 4. Clearance between structures is maintained as per site plan.  |            |             |            |
| 5. Generators are not within 3 feet of any combustible material.   |            |             |            |
| 6. Exterior extension cords are not wrapped around nails, hooks or posts. (Rubber straps may be used to suspend wires.)  |            |             |            |
| 7. Monthly Smoke alarm log is up to date.  |            |             |            |
| 8. The chimney in the Commons building is clear and clean and spark arrester is present.   |            |             |            |
| 9. Shower building propane tanks are secured with chain.   |            |             |            |
| 10. Combustibles are 5 ft away from temporary housing structures.  |            |             |            |
| 11. Fire plan is current and duties assigned.  |            |             |            |
| 12. Fire hydrant access paths are marked and maintained. A 5 ft wide pathway from the North and from the West for fire department access is maintained.  |            |             |            |
| 13. No evidence of open burning inside village. (Burning is allowed in the commons woodstove only. Only propane barbeques are allowed, if they are at least 25 feet from the outer fence and not less than 10 feet from combustibles or combustible construction.) |            |             |            |
| 14. Storage of all gas cans (empty or full) is in the locked storage area by the main gate and there is no more than 30 gallons of propane   |            |             |            |
| 15. Access to all structures was granted for inspection upon 24 hours notice by the Fire Inspector.  |            |             |            |
| 16. Propane tanks for individual living spaces are secured so they will not tip over. (A milk crate is permissible for this purpose.) They are shaded from the sun at all times of the day.  |            |             |            |
| 17. Provide Carbon Monoxide Alarm inside each structure with a fuel-fired heat source.   |            |             |            |
| <b>Totals</b>  |            |             |            |
| <b>Total Fire &amp; Safety Score</b>   |            |             |            |

| Site Plan and Construction Concerns  | Failed (0) | Partial (1) | Met (2 pt) |
|--|------------|-------------|------------|
| 1. No new construction was completed without the prior approval of the Fire Inspector and Building Inspector.  |            |             |            |
| 2. No temporary housing structures are outside of the 43 allotted plots.   |            |             |            |
| 3. 5 ft clearance from outer fence is maintained.  |            |             |            |
| 4. Temporary housing structures are centered within plots. There are two feet between the structure (including porch) and the plot border.   |            |             |            |
| 5. No hotplates or portable space heaters are inside a temporary housing structure.  |            |             |            |
| 6. All temporary housing structures are no larger than 10 x 12 ft and have an average height of 11.5 ft in height from the adjacent grade (ground level) to the roof.*   |            |             |            |
| 7. Porches are limited to a maximum size of 3' by 10" and the roofs are no larger than the porch. Porches don't extend beyond the lot limit. (An awning above the porch is allowed and must be no wider than the porch.) |            |             |            |
| 8. All open permits are finalized.   |            |             |            |
| <b>Totals</b>  |            |             |            |
| <b>Total Site Plan and Construction Concerns</b>   |            |             |            |

\*Note: All new structures built after October 1, 2012 must conform to these dimensions. Structures built prior are "grandfathered" in and may be up to 13.5' in height from ground to roof. One over-sized structure will be reduced to correct size when current resident moves out.

**Comments from Inspector:**

A. What improvements were made from the prior inspection?

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B. What improvements need to be made by the next inspection?

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C. Are there any major safety concerns? When do these concerns need to be addressed?

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D. Comments from the Dignity Village Representative:

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\_\_\_\_\_  
\_\_\_\_\_

E. Score

|  |  |
|--|--|
| Fire & Safety (32 maximum points)            |  |
| Site Plan & Construction (18 maximum points) |  |
| This inspection's Final Score is:            |  |

Printed name of inspector

Signature of inspector

Title of Inspector

Date

Printed name of Dignity Village Representative

Signature

Title of Dignity Village Representative

Date