

OPPORTUNITY VILLAGE OPERATIONAL AGREEMENT
Fixed Term

BETWEEN: The City of Eugene,
an Oregon Municipal Corporation (City)

AND: Opportunity Village Inc., a nonprofit organization
registered with the State of Oregon (Contractor)

CONTRACT NO.: 2013-00406

RECITALS

- A. Eugene City Council authorized the City Manager to take the steps necessary to locate a pilot project for a low cost micro housing project at 111 N. Garfield Street, Eugene, Oregon, hereafter called "the Site," for homeless individuals at the city-owned North Garfield site for a period not to extend beyond October 1, 2014.
- B. The Site encompasses one lot owned by City located within the designated Eugene Public Works Maintenance complex. Site is outlined in blue in attached Exhibit A.
- C. City is required to issue a conditional use permit to locate and establish a temporary low-cost micro housing pilot project at the Site.
- D. Contractor is authorized to administer, manage, and operate the low-cost micro housing pilot project designated as Opportunity Village Eugene, hereafter called "Village," as a transitional housing facility for up to 45 persons and up to 30 residential units.
- E. In consideration of one dollar (\$1.00) paid by Contractor to City, receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Exhibits; Contractor's Representations and Warranties.

- 1.1 Exhibits.** The Contract between the parties (the "Contract") includes and incorporates into this document (this "Agreement") all of the following:
 - 1.1.1 Exhibit A.** Aerial Photograph.
 - 1.1.2 Exhibit B.** Standard Contract Provisions, summarizes certain federal, state and municipal laws that apply to government contracts. The provisions of Exhibit B are statements of law and may not be modified.
 - 1.1.3 Exhibit C.** Resident Admission Criteria
 - 1.1.4 Exhibit D.** Resident Application Form, including Background Check Form and Medical Questionnaire
 - 1.1.5 Exhibit E.** Village Use and Operation Guidelines
 - 1.1.6 Exhibit F.** Community Agreement
 - 1.1.7 Exhibit G.** Village Safety and Evacuation Plan
 - 1.1.8 Exhibit H.** Village Security Plan

1.1.9 Exhibit I. Pet Policy

1.1.10 Exhibit J. Village Quarterly Report Forms

1.2 Incorporation of Exhibits and Conditional Use Permit. The provisions set forth in the above Exhibits are incorporated into this Agreement, and Contractor acknowledges that it is required to comply with those provisions as if fully set forth in this Contract. The parties also agree that, to the extent the Hearings Official or Planning Commission adopt conditions of approval that are not included in this Contract, the Contract will be amended to add provisions consistent with the conditions of approval.

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

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

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

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

2. Term. The term of the contract shall commence on the Effective Date, Section 24, and shall run through October 1, 2014, unless terminated earlier in accordance with section 9 (Termination) below.

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

4. Services.

4.1 Commencement. Contractor may begin operating Opportunity Village on any date after the effective date of this Agreement, pursuant to Section 24 of this Agreement.

4.2 Key Services. City grants to Contractor the right to operate the Village for the specific and sole purpose of providing temporary shelter to persons who cannot locate safe and affordable permanent housing and are otherwise homeless. Contractor shall have exclusive rights and responsibilities to create and maintain

the Village for these purposes, as needed and in compliance with zoning approval. Contractor shall not use the Site for purposes other than those outlined herein or conduct any other business without City's prior written consent.

4.3 Other Services. To the extent practicable, Contractor shall assist residents of the Village with locating and transitioning to safe and affordable permanent housing. Assistance shall include, but not be limited to, permitting access to the housing site by programs that assist homeless persons with locating and accessing permanent affordable housing.

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

City representative/Contract Manager: Jeff Lankston
Contractor representative: Dan Bryant

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

5. Improvement and Maintenance of Site.

5.1 Required Structures and Accommodations. Contractor shall construct or place on the Site residential structures for personal storage and sleeping areas, up to 100 square feet in size, common areas, which shall include a Village administration kiosk, kitchen, dining, area, bathroom and shower facilities, gathering space and laundry facilities. All structures shall be built on temporary foundations and shall be removed from the Site as quickly as is reasonably possible following Termination.

5.1.1 Unauthorized Permanent Changes Prohibited. Contractor shall not make any permanent structural changes or additions to the Site without first obtaining written consent of the City of Eugene Maintenance Division, including but not limited to making any cuts into, or excavation of the asphalt and concrete pads at the Site.

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

granted by the Building Official. Any failure by Contractor to comply with any of the requirements of this section shall constitute a breach of the Agreement.

5.2 Parking and Motor Vehicles.

5.2.1 The area to the south of the driveway into the site shall be used for 2 visitor parking spaces. This area will be designated on the Site plan. No long term parking or storage of vehicles will be allowed in this area, or on nearby streets, and a clear emergency access must be maintained at all times. Contractor shall provide off-site vehicular storage for residents of the Village as necessary.

5.2.2 Motor vehicles will be allowed within the Village for deliveries only.

5.3 Site and Grounds Maintenance. During the term of this Agreement, Contractor shall operate and maintain the Village in a safe and sanitary condition, including providing routine and on-going cleaning of the grounds and undertaking all necessary repairs and maintenance as provided by City Code, regulations or administrative orders. All maintenance costs, except for those expressly assumed (in writing) by City, shall be paid by Contractor. If Contractor fails to maintain the Site in safe and sanitary conditions, per this agreement, City may, at its discretion, perform the maintenance work and bill Contractor at normal City rates, or cause the maintenance work to be done and bill Contractor for the actual cost. During the term of this Agreement, Contractor shall be responsible for performing regular, scheduled preventative maintenance.

5.4 Other Siting Restrictions.

5.4.1 Tree Canopy. No excavation, drilling or permanent structures shall be permitted within the Critical Root Zones of the trees as shown on the Conditional Use final site plan unless approved by City staff. No tree shall have more than 20 percent of its canopy removed in any one pruning unless approved in writing by the Urban Forester

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

5.4.3 Storage of Solid Waste. Exposed solid waste storage areas shall be covered, placed on a paved surface, hydraulically isolated and connected to a wastewater drain in conformance with the Stormwater Management Manual.

5.4.4 Bicycle Standards. Contractor shall comply with the bicycle parking standards at EC 9.6105.

6. Internal Regulations.

6.1 Village Use and Operations.

- 6.1.1 Adopt Resident Admission Process to include completion of a Resident Application Form, Background Check Form and Medical Questionnaire (attached as Exhibit D).
- 6.1.2 Contractor shall monitor and enforce the Village Use and Operation Guidelines (attached as Exhibit E), and require all residents to execute a Community Agreement (attached as Exhibit F).
- 6.1.3 Contractor shall provide a copy of the Village Use and Operation Guidelines to each new resident and shall post the Guidelines, hours of operations, grievance policies and procedures, and Village contact phone number in visible locations at the Village entrance and in common areas.
- 6.1.4 Contractor shall post a phone number for a Village contact person at the Village entrance at all times. The contact person shall be a person with sufficient authority to answer neighbors' questions and resolve issues related to noise and other possible off-site impacts.
- 6.1.5 Failure to follow and/or enforce Village Use and Operation Guidelines shall be considered an Event of Default.
- 6.1.6 No minors (person under the age of 18) may be residents at the Site.
- 6.1.7 Pets are allowed only as provided in the Pet Policy.

6.2 Safety Measures.

- 6.2.1 Contractor shall maintain, implement and enforce the Village Safety and Evacuation Plan (attached as Exhibit G) to ensure the safety of the Village facilities, residents, guests, neighbors and the general public.
- 6.2.2 Contractor shall post the current Village Safety and Evacuation Plan in visible locations at the Village entrance and in common areas.
- 6.2.3 Contractor shall conduct ongoing training on fire safety with residents. At least once every six months, Contractor shall hold a fire drill in which all residents on-site will participate with Eugene Fire Marshal's Office present. Proof of fire drills shall be documented and recorded in Village operations records.
- 6.2.4 Failure to follow and/or enforce the Village Safety and Evacuation Plan shall be considered an Event of Default.

6.3 Security Measures.

- 6.3.1 City shall install security fencing around the perimeter of the site with two gates located on the east and west sides of the perimeter. The east gate shall remain locked and opened for emergency access only. The west gate shall be the sole entrance and exit to the Village. Fencing to the south of the Village will be 3 feet from any existing structure.
- 6.3.2 Contractor will comply with all of City's security policies and procedures.
- 6.3.3 Contractor shall maintain, implement and enforce the Village Security Plan (attached as Exhibit H) to ensure adequate security for protection of the Village facilities, residents, guests, neighbors and the general public.
- 6.3.4 Contractor shall post the current Village Safety and Evacuation Plan in visible locations at the Village entrance and in common areas.
- 6.3.5 Failure to follow and/or enforce the Village Security Plan shall be considered an Event of Default.

7. City's Right of Access

- 7.1 Eugene Police, Fire and Emergency Services employees shall have the right to access the Site at all times to provide services and establish compliance with the Village Safety and Evacuation Plan, and Village Security Plan.
- 7.2 Eugene Public Works employees shall have the right to access the Site at all times for on-going, routine, and frequent maintenance of public infrastructure on-site.
- 7.3 Other city representatives will have access to the Site and all of the contained structures as necessary to inspect the condition of the facilities and to determine Contractor's compliance with Village objectives and Contractor's obligations under this Agreement. City will notify Contractor with 24 hours' notice for the purposes of inspection, observation or examination related to maintenance and repair issues, except in the case of emergency situations where access must be immediate. A Contractor representative will have the option of accompanying the City representative for all visits.

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

- 8.1 In exchange for use of City's property, Contractor shall operate and maintain Village in a financially self-sufficient manner to achieve its purposes and cover all operation and maintenance costs in compliance with the approved conditional use permit.
- 8.2 Upon reasonable advance notice, City or its authorized representatives may, from time to time inspect, audit and make copies of any Contractor's records that relate to this Agreement.
- 8.3 Contractor shall submit Village Quarterly Reports (attached Exhibit J) beginning January 31, 2014, for the periods ending December 31, 2013, March 31, 2014, June 30, 2014 and September 30, 2014. Reports shall be submitted within 31 days of the end of the reporting period.

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

- 9.1 **Expiration of Term.** The Contract terminates on October 1, 2014, unless terminated earlier pursuant to the provisions set forth below.
- 9.2 **For Convenience.** The parties may terminate the Contract at any time by mutual written agreement.
- 9.2 **For Cause.** Either party may terminate the Contract if the other party is in breach of any provision hereof which breach continues for more than 30 days after a notice describing the breach has been given unless, in the case of a breach which cannot be cured within such 30-day period, the breaching party immediately initiates and diligently prosecutes a plan of curative action that is acceptable to the non-breaching party. Notwithstanding the foregoing, termination for a recurring breach may be made if the breach is uncured within seven days after the second notice in any twelve-month period and immediately,

without opportunity for cure, in the third or any subsequent notice of breach in any twelve-month period.

- 9.3 **Required by Public Interest.** City may terminate the Contract on any date specified in a notice if the City Manager determines that termination of the Contract is required by the public interest.
- 9.4 **Notice.** Notice of Termination pursuant to this section shall be given by the party terminating this Agreement to the other not less than five (5) business days prior to the effective date of termination.
- 9.5 **No Notice Required.** The Contract terminates automatically, without notice, on October 1, 2014. City may terminate the Contract prior to that date without prior notice upon 1) Contractor's abandonment of the site, 2) Contractor's failure to have in force any insurance required by the Contract, 3) if Contractor breaches the City's security requirements, or 4) if Contractor fails to maintain any certificate or license required for performance of the Services.

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

- 10.1 **Breach of Contract Obligations.** Except as otherwise provided in this Agreement, an Event of Default shall occur upon the failure of Contractor to cure a violation of any term, provision or condition of this Agreement within thirty (30) days after written notice is given to Contractor by City specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within thirty (30) days, this provision shall be deemed complied with if Contractor begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. City may require, as a part of the cure of any violation by Contractor, reimbursement by Contractor to City of any and all costs and expenses incurred by City by reason of Contractor's violation of this Agreement.
- 10.2 **Second Failure to Cure.** If Contractor cures a deficiency in the manner described in section 10.1, Contractor's subsequent failure to comply with the same term or condition shall constitute a default without requirement of opportunity to cure.
- 10.3 **Abandonment.** If Contractor fails to operate the Village for thirty days (30) without reasonable cause, and written notification to, and express, prior written approval of City, City may treat such inactivity as a default under this Agreement and City may exercise any rights it may have as in the case of a default for which Contractor is not entitled to notice. Only those circumstances that are beyond the reasonable control of Contractor and make it impracticable to continue operations will be deemed reasonable cause for suspension of operations.

11. Remedies and Parties' Obligations upon Termination.

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

- 11.2** Upon Termination of the Agreement, the parties' rights and obligations shall be as follows:
- 11.2.1** Contractor shall vacate the Site as quickly as is reasonably possible, but in no event more than 45 days following notice of termination or, where notice is not required, upon actual termination; remove any property of Contractor, including any and all temporary structures that it owns; perform any cleanup, alterations or other work required to leave the Site in clean and usable condition; and deliver any and all keys to City.
 - 11.2.2** On the 46th day following notice of termination, or actual termination where no notice is required, City may re-enter, take possession of the operating areas, and remove any persons' property by legal action or by self-help with the use of reasonable force and without liability for damages. City may deny access to all residents, except for the limited purposes of removing their personal property. Access may be limited to regular business hours. Any personal property of Contractor and/or residents remaining on Site forty five (45) days after termination of this Agreement for any reason shall be deemed abandoned by Contractor, title to such property shall vest in City, and City may make any disposition of such personal property as it deems appropriate. City may charge Contractor for the reasonable costs incurred in disposing of such personal property.
 - 11.2.3** Following re-entry or abandonment, City shall have no further obligation hereunder and may grant all operation rights and privileges to any other entity.
- 11.3 Damages.** If this Agreement is terminated for any reason, Contractor's liability to City for damages for breach shall survive such termination.
- 11.4** The foregoing remedies shall be in addition to and shall not exclude any other remedy available to City under applicable law.

12. Indemnity and Insurance Obligations.

- 12.1** Contractor shall indemnify and hold City, and its officers, agents and employees, harmless from and against all claims, actions, liabilities, costs, including attorney fees and other costs of defense, arising out of or in any way related to the operation of the facility, Contractor's failure to strictly comply with any provision of this Agreement or any other actions or failure to act by Contractor and Contractors employees, agents, officers and contractors. In the event any such action or claim is brought against City, Contractor shall, if City so elects and upon tender by City, defend the same at Contractor's sole cost and expense, promptly satisfy any judgment adverse to City or to City and Contractor, jointly, and reimburse City for any loss, cost, damage or expense, including attorney fees, suffered or incurred by City.
- 12.2** Contractor shall be entitled to indemnification from City for payment of damages for which City is liable under the Oregon Tort Claims Act as a result of the negligent acts of its officers, employees and agents. City shall also defend and hold harmless Contractor from all costs and expenses, including attorneys' fees

at trial and on appeal resulting from any claim, suit or other action resulting from personal or bodily injury or property damage for which City is solely liable as a result of the negligence of its officers, employees and agents; provided however, that City shall have no obligation under this section 12.2 if Contractor has been negligent.

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

12.3.1 Commercial General Liability. Contractor shall maintain a broad form commercial general liability insurance policy covering all operations described in this agreement and that specifically includes coverage for injury or damage resulting from food service operations, liquor legal liability or the intentional misconduct of its employees. Limits of liability shall not be less than One Million Dollars (\$1,000,000) combined single limit per occurrence, with aggregate of Two Million Dollars (\$2,000,000) for bodily injury, personal injury or property damage. Such policy shall contain a contractual liability endorsement to cover Contractor's indemnification obligations under this contract. The policy shall also contain an endorsement naming City as an additional insured, in a form satisfactory to City, and expressly providing that the interest of City shall not be affected by Contractor's breach of policy provisions.

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

Contractor is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law.

12.3.3 Comprehensive Automobile Liability. Contractor shall maintain automobile liability insurance coverage of not less than five-hundred thousand dollars (\$500,000) combined single limit per occurrence for bodily injury, personal injury or property damage.

12.3.4 Property Insurance. City shall continue to provide "All Risk" property insurance coverage for all buildings and personal property owned by City and located at the Site. However, City reserves the right to pursue the recovery of expenses from Contractor for any damage to the building or personal property resulting from Contractor's negligence.

City does not assume responsibility for any damage to property owned by Contractor.

- 13. Bonding Requirement.** Prior to commencement of work on the Site, Contractor shall provide good and sufficient performance and payment bonds approved by City, in the amount of \$20,000, to insure the adequate clean-up of the Site following Termination.
- 14. Assignment and Subcontracting.** Contractor shall not assign or subcontract its work under this Agreement, in whole or in part, without prior written approval of City.
- 15. Amendment.** Any amendments to this Agreement, including Exhibits, shall be approved by the City Contract Manager, be in writing, and signed by both parties.
- 16. Non-Discrimination.** During the performance of this Agreement, Contractor agrees as follows:
 - 16.1** Contractor will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
 - 16.2** Contractor will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as Section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
 - 16.3** Contractor will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
 - 16.4** Contractor will comply with the equal employment and non-discrimination requirements of the Eugene Code Sections 4.620, 4.625 and 4.630 as provided below.
 - 16.4.1** During the performance of this contract Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of an individual's race, religion, color, sex, national origin, ethnicity, marital status, familial status, age, sexual orientation, or source of income, a juvenile record that has been expunged pursuant to ORS 419A.260 and 419A.262, or

because an individual is a person with a disability which, with reasonable accommodation by the employer does not prevent the performance of the work involved, unless based upon a bona fide occupational qualification reasonably necessary to the normal operation of the employer's business.

- b. Those contractors employing 15 or more individuals will develop and implement a plan to insure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, sexual orientation, age, disability, national origin, or ethnicity. Such plan shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- c. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the human rights commission setting forth the provisions of this nondiscrimination clause.

16.4.2 Contractor will, prior to commencement and during the term of this contract, provide to city such documentation, and permit any inspection of records as may be required or authorized by rules adopted by the City Manager to determine compliance with section 16.4.1 above.

16.4.3 If upon an investigation conducted pursuant to rules adopted by the City Manager in accordance with Section 2.019 of the Eugene Code, 1971, there is reasonable cause to believe that Contractor or any subcontractors of Contractor have failed to comply with any of the terms of sections 16.4.1 and 16.4.2, a determination thereof shall be made in accordance with the adopted rules. Such determination may result in the suspension, cancellation or termination of the principal contract in whole or in part and/or the withholding of any funds due or to become due to Contractor, pending compliance by Contractor and/or its subcontractors, with the terms of sections 16.4.1 and 16.4.2.

16.4.4 Failure to comply with any of the terms of sections 16.4.1 and 16.4.2 shall be a material breach of this contract.

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

17. Forum. Any litigation between City and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Lane County Circuit Court; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon, Eugene Division. In no event shall this

Subsection be construed as a waiver by the City of Eugene of any form of defense or immunity, whether sovereign immunity, governmental immunity or otherwise, from any claim or from the jurisdiction of any court. BUYER, BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

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

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

The award of costs and expenses after trial de novo following arbitration under ORS 36.400 et seq. shall be made as provided for in ORS 36.425. The award of costs and expenses after appeal from a judgment entered after trial de novo shall be to the prevailing party designated as such by the appeals court.

- 19. Compliance with Laws.** Contractor shall comply with all applicable Federal, State and local laws, rules, ordinances and regulations at all times and in the performance of the Services.
- 20. Notices.** Any notice permitted or required by the Contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, and with return receipt requested, to the persons and addresses shown below. In addition, if directions for telephonic transmission ("FAX") are set forth below, notices may be delivered by FAX. Notices sent by certified mail will be deemed delivered three business days after placement in the mail and notices sent by FAX will be deemed delivered when successful transmission is electronically confirmed. Except as expressly provided in the Contract, required notices must be signed by the person designated to receive notices, or that person's designee or attorney.

Contractor: Dan Bryant
1166 Oak Street
Eugene, OR 97401
(541) 344-1425

City: Jeff Lankston
Public Works Division Director
1820 Roosevelt Boulevard
Eugene, OR 97402
(541) 682-4800

Each party shall notify the other of any change in the name, address or FAX instructions to be used for delivery of notices.

21. **Integration.** The Contract embodies the entire agreement of the parties concerning the Services. There are no promises, terms, conditions or obligations other than those contained herein. The Contract shall supersede all prior communications, representations or agreements, either oral or written, between the parties. The Contract shall not be amended except in writing, signed by both parties.
22. **Survival.** Any duty, liability or obligation of a party which arises under this Contract, including without limitation, obligations with respect to indemnification, shall survive the termination or expiration of this Contract and shall be legally enforceable until satisfied by performance or payment, or until enforcement is legally precluded by lapse of time.
23. **No Third-Party Beneficiaries.** There are no third-party beneficiaries of this Contract. The parties agree and intend that this Contract shall be enforceable only by the parties and their duly authorized representatives.
24. **Effective Date.** This Agreement shall become effective upon the expiration of the 12-day local appeal deadline from the hearings official's decision approving the conditional use permit, or, if appealed to the planning commission, on the date the planning commission's decision approving the conditional use permit becomes final.

In witness whereof, the parties have, through their duly authorized representatives, have executed this Agreement on the dates set forth below.

RJL
[Signature]

City of Eugene

By: [Signature]
Jon R. Ruiz, City Manager

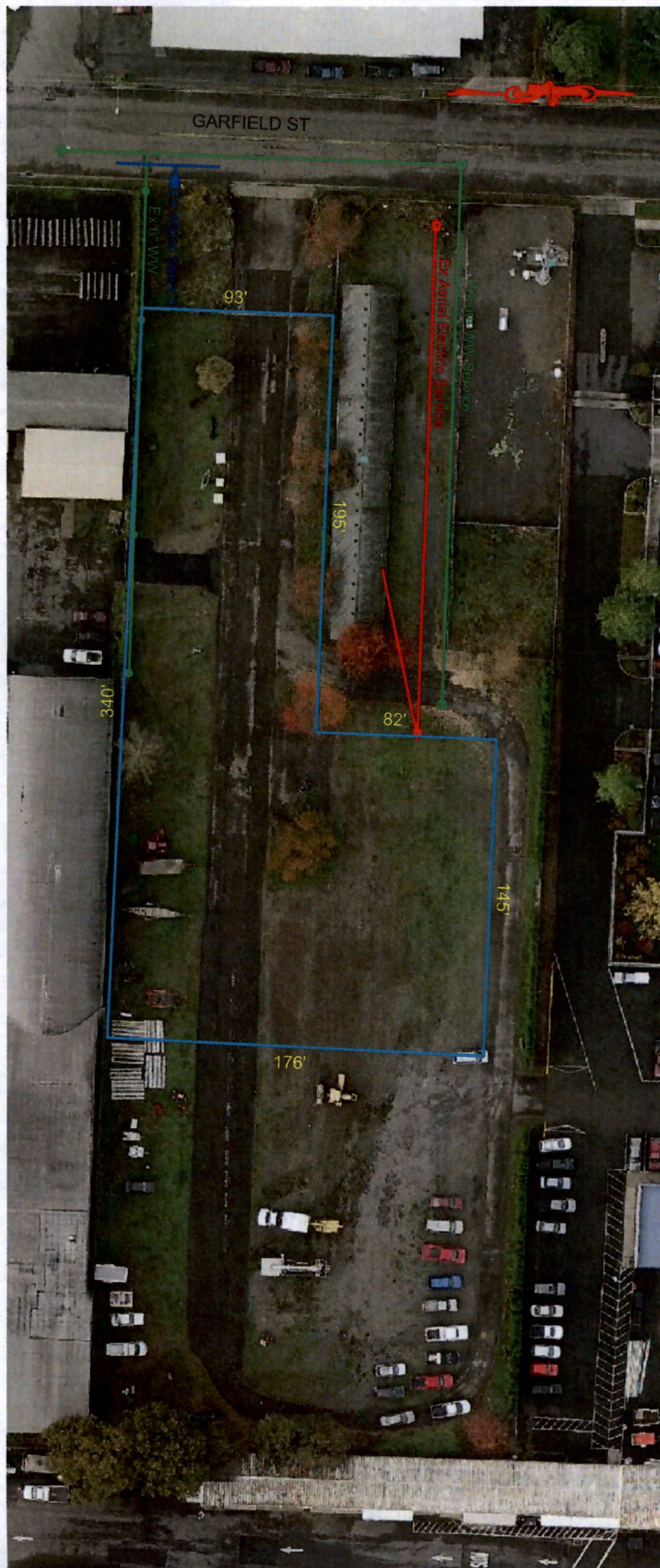
Date: 7/31/13

Certification of Signatory: If Contractor is other than one or more individuals who have signed below, the individual(s) signing on behalf of Contractor certifies and swears under penalty of perjury and warrants to City that: (a) the full legal name and status of Contractor are as set forth in the caption to this Agreement, and (b) s/he is authorized to execute and deliver this Agreement to City of behalf of, and as the act of Contractor.

By: [Signature]

Date: 7-30-13

Tax ID No.: _____



**CITY OF
EUGENE, OREGON**
DEPARTMENT OF PUBLIC WORKS
MAINTENANCE DIVISION

**111 GARFIELD STREET
TRANSITIONAL MICRO HOUSING
PROJECT**

DATE	11/29/2013	REV. NO.	1	11/17/10	REVISED 2/19/2013
SCALE	NOT TO SCALE	ASSESS. NO.			
DESIGNED BY	W. Masoner	O.F. NO.			
DRAWN BY	W. Masoner	T.F. NO.			
PROJECT NO.	1234	TUBE NO.			
		SHEET NO.	1 OF 1	REV.	DATE
					DESCRIPTION
					BY

EXHIBIT B

CITY OF EUGENE - STANDARD CONTRACT PROVISIONS Contracts Subject to ORS Chapter 279B Goods and Services including Personal Services OTHER THAN Architects, Engineers, Land Surveyors on Public Improvements

The following provisions, if applicable, are hereby included in and made a part of the attached contract between the City of Eugene and the Contractor named thereon as provided for in the Eugene Code, 1971, the revised statutes of the State of Oregon, and Federal laws, rules, regulations, and guidelines. THE CONTRACTOR AND EVERY SUBCONTRACTOR SHALL INCLUDE THESE PROVISIONS IN EVERY SUBCONTRACT SO THAT THESE PROVISIONS WILL APPLY TO, AND BE BINDING ON EVERY SUBCONTRACTOR. Failure to comply with any of the applicable provisions below shall be a material breach of the contract and may result in debarment of the Contractor or subcontractor from City contracts for up to three (3) years.

1. Fair Employment Practice Provisions (Eugene Code, 1971, Section 4.625)

1.1 During the performance of this contract, the Contractor agrees as follows:

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

(b) The Contractor and all subcontractors employing 15 or more individuals will develop and implement an affirmative action plan to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, age or national origin. Such plan shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

(c) The Contractor and each subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Human Rights Commission setting forth the provisions of this nondiscrimination clause.

1.2 The Contractor and each subcontractor will, prior to commencement and during the term of the contract, provide to the City such documentation, and permit any inspection of records as may be required or authorized by rules adopted by the city manager to determine compliance with paragraph 1.1 above.

1.3 If upon an investigation conducted pursuant to rules adopted by the city manager in accordance with section 2.019 of the Eugene Code, 1971 there is reasonable cause to believe that the Contractor or any subcontractors of the Contractor have failed to comply with any of the terms of paragraphs 1.1 or 1.2, a determination thereof shall be made in accordance with the adopted rules. Such determination may result in the suspension, cancellation or termination of the principal contract in whole or in part and/or the withholding of any funds due or to become due to the Contractor, pending compliance by the Contractor and/or its subcontractors, with the terms of paragraphs 1.1 and 1.2.

2. ORS 279A.120 Nonresident Contractors.

2.1 As used in this section, "nonresident contractor" means a contractor that: (A) has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, (B) does not have a business address in this state and (C) stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120.

2.2 If the Contractor is a nonresident contractor and the contract price exceeds \$10,000, the Contractor shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total contract price, terms of payment, length of contract and such other information as the Department of Revenue may require before the Contractor may receive final payment on the public contract. The City may not award a Public Improvement Contract or a Public Works Contract to a nonresident bidder that is an educational service district. The City shall satisfy itself that the requirement of this subsection has been complied with before the City issues a final payment on a public contract.

3. ORS 279B.220 Conditions concerning payment, contributions, liens, withholding. The Contractor shall:

(a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.

(b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.

(c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

(d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

4. **ORS 279B.225 Condition concerning salvaging, recycling, composting or mulching yard waste material.** If the contract will include lawn and landscape maintenance the Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
5. **ORS 279B.230 Condition concerning payment for medical care and providing workers' compensation.**
 - 5.1 The Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
 - 5.2 All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
6. **ORS 279B.235 Condition concerning hours of labor.** The contractor shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).
7. **ORS 279B.240 Exclusion of recycled oils prohibited.** Lubricating oil and industrial oil may include recycled oils or oils that are not manufactured from virgin materials.
8. **ORS 279A.110 Discrimination in subcontracting prohibited; remedies.**
 - 8.1 The Contractor may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.
 - 8.2 By entering into the contract, the Contractor certifies that it has not discriminated and will not discriminate, in violation of subsection 8.1, against any minority, women or emerging small business enterprise in obtaining any required subcontract.

Opportunity Village Eugene

Resident Admission Criteria

To be admitted to the village, all applicants must:

1. Be currently un-housed.
2. Be willing to live according to the community agreement, most importantly, be willing to live in a drug, alcohol and violence free environment.
3. Be willing and able to participate in the day to day life and governance of the village.
4. Be willing to undergo a criminal background check and interview process. (anyone with a criminal history of violent or aggravated sexual assault, and anyone not permitted to be near children due to a sexual predation history are not eligible for village membership).
5. Must be at least 18 years of age.

**Opportunity Village Eugene
Application and Intake Questionnaire**

Date: _____

Legal/Given Name: _____

Name Used: _____

Race/Ethnicity: _____ Gender: _____

How do we contact you? Location: _____

Phone: _____ Yours/ Friend's

Email: _____

Where did you sleep last night? _____

Date of Birth: _____ Circle one: Single / Married / Partnered

Is your spouse/partner applying to OVE? Yes No

If so, Spouse/Partner's name: _____

Do you have a car? Yes No Do you have an RV? Yes No

How much stuff do you have? Backpack Car load Truck load Storage Unit

Do you have a pet? Y N What Kind? _____ How many pounds? _____ Spay/neuter? Y N

1. How did you become unhoused? _____

2. How long have you been without stable housing? _____

3. Do you have a source of income? Yes No If so, what source?

4. Do you get Food Stamps? Yes No If not, do you want help applying? Yes No

5. Are you in OHP? Yes No If not, do you want help applying? Yes No
6. Do you receive SSI/SSDI? Yes No If not, do you want help applying? Yes No
7. Are you on any housing list? Yes No If so, which? _____
8. Have you been active in Homeless issues/activism? Yes No If so, how? _____

If not, do you want help applying? Yes No

9. Have you even lived in a homeless village or intentional community environment? Yes No
- If so, which one and for how long? _____

10. Are you a veteran? Yes No Branch _____ Type of discharge? _____

Do you use the VA for health care? Yes No

11. What goals for you have for yourself? _____

12. What skill or interests do you have that would contribute to the life of the village?

13. Is there anything you would like to tell us about yourself?

Signed: _____

Intake taken by: _____

**Opportunity Village Eugene
Background Check Form**

Notice: We will conduct a background check on all applicants. If that background check does not match your answers on this form, your application to live in Opportunity Village Eugene will be denied. The only criminal offenses that automatically exclude are forcible/aggravated rape and sexual predation on children.

PLEASE BE HONEST!

Last Name: _____ First Name: _____ Middle Name: _____

Date of Birth: _____ Last 4 of SSN: _____

Please list the **State and County** in which you have lived in the past **three** years.

- | | |
|---|---|
| 1. _____
State County | 4. _____
State County |
| 2. _____
State County | 5. _____
State County |
| 3. _____
State County | 6. _____
State County |

Have you ever been convicted of a criminal offense? Yes No

If yes, please state the charges you were convicted on, the date of the conviction, and the City/Town, County and State. (Please use the back of the sheet if you need more room.)

The information on this form is true and accurate to the best of my knowledge. I give my permission to verify all information provided.

Applicant Signature Date OVE Representative Signature Date

**Opportunity Village Eugene
Medical Questionnaire**

We ask these questions so we have a record in case of an emergency. All information will be kept confidential. If you are uncomfortable, feel free to leave the question blank.

1. Do you have any allergies? List: _____

2. Are your allergies bad enough for you to need an Epi-Pen? Yes No
If so, where do you keep it? _____

3. Please list ALL medications you are taking: _____

4. Please list ALL medications you are were prescribed: _____

5. Where do you get your primary medical care? _____

6. Please list all diagnosis that you're being treated for? _____

7. Do you have any medical coverage? Yes/No What type? (circle one) Insurance VA OHP
other: _____

8. Do you have any communicable diseases? (TB, Hep C, STDs) _____

9. Religious Preferences / community (if any) _____

10. Who do we contact in case of emergency?

Name: _____

Phone: _____

Relationship: _____

Email: _____

Signature

Name

Witness

Date

Village Use and Operation Guidelines

1. No resident or guest of the Village 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.
2. 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.
3. 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.
4. When present at the Village, no resident or guest shall engage in any criminal behavior as defined by the State of Oregon or the City of Eugene.
5. 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 Temporary Housing Site or within the 111 N. Garfield St. location. 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 Village.
6. Minors shall not be allowed to remain as residents at the Village.
7. Pets are allowed on the Village premise only pursuant to the pet policy.
8. Residents, guests, visitors and staff members will access and sign into the Village at the designated entrance.
9. No Visitors and guests shall be allowed entrance into to the Village between 10:00 PM and 6:00 AM.
10. Visitors and guests must limit their stay to no more than two hours and adhere to Village restriction.

Opportunity Village Eugene Community Agreement

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

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

I will be a positive member of this community and contribute toward making it a safe, secure, clean and pleasant place to live. Therefore I agree to the following:

- What I do will be based on love and respect for myself and others.
- I will not disrespect others based on ethnicity, religion, gender, sexual orientation, handicap, lifestyle choices, or economic status. We all have the right to expect dignity and opportunity.
- I will help make OVE a place where everyone feels safe and respected. For my own safety as well as the safety of others, I will not carry a weapon or act violently toward others or myself.
- Since stealing is one of the most upsetting things that can happen in our community, I will not steal and will make the members of the Village Council aware of any stealing I see. I will respect other people's property and community property and I expect other people to respect mine.
- I know that illegal drugs and alcohol use can damage my community. I agree not to use illegal drugs or alcohol while residing in the Village.
- I will honor quiet hours from 10PM to 7AM so that others and myself can stay healthy and rested. I understand that no personal guests will be allowed during that time.
- I want to live in a clean, litter-free, comfortable space where I can bring friends, family and other guests. Also, I know that many communities such as ours get closed down for "health and safety" reasons. I will keep the area in and around where I live clean and orderly, and not store any personal items outside of my building footprint or allocated storage space. I will help keep the community areas clean and will pick up after myself and my dog, if I have one, and keep my dog leashed at all times. I understand that only a limited number of dogs will be allowed in the Village in order to maintain an orderly environment.
- I understand that in order to maintain a secure environment there will be a single point of entrance and exit that will be staffed 24/7, and that security shifts will be shared equally among Village residents.
- I know that it can take a lot of work to keep the Village a safe, clean and pleasant place to live. I agree to work at least 10 hours a week on the operation and maintenance of the Village. This includes serving on security teams, helping with kitchen duties, construction projects, maintenance and clean-up crews, helping plan activities and other jobs that need to be shared by community members.
- I also know that there are financial costs to keep the Village running. I will support the goal of self-sufficiency by contributing each month either financially or through sweat equity by participating in micro-business opportunities or fundraising events.

- I will attend the weekly Village meetings, unless I have an acceptable reason for absence, in which case I will find out what went on by reading the meeting notes. I understand that decisions will be made through a majority vote, and that the Board of Directors of the non-profit reserves the right to override decisions made. I agree to abide by all decisions made.
- I affirm that I have completed the Background Check Form honestly along with all other application documents. I understand that if the background check reveals otherwise, I could be asked to leave immediately.

I promise to keep all of these agreements, as well as others that are approved at Village meetings. If I violate any agreements, the members of the Village Council are authorized to ask me to leave temporarily, or, in serious or repeat cases, to leave permanently. I will do so peacefully and not return unless I am authorized to do so.

I know that Opportunity Village is a place where people value community and support each other. I will try to think of ways to make our community a better place to be. When I am concerned or upset with situations in the Village, I will bring these problems to the attention of the appropriate people so that we can work together to figure things out. I willingly sign these agreements that are a contract between Opportunity Village Eugene and me.

Name (printed)

Name (signature)

Date

**Opportunity Village Eugene
Village Safety and Evacuation Plan**

1. Residents shall report a fire or other emergency to 9-1-1 through the use of a personal cell phone. All residents also have access to a phone at the front desk in emergency situations.
2. Residents will be notified of a fire or other emergency by word of mouth, and if necessary will relocate and evacuate based upon the designated evacuation route (see Fire Safety and Evacuation Map). All new residents are to be informed on this during the intake process.
3. Individual residents are to be identified to perform the following duties, and new residents shall be informed of who holds these roles.
 - a. Maintenance of systems and equipment installed to prevent or control fires.
 - b. Maintenance, housekeeping, and controlling fuel hazard sources.
 - c. Able to assist others and provide medical aid.
 - d. Take a head count after an evacuation. Identify the names and last known locations of anyone not accounted for and pass them to the Fire Official in charge.
 - e. Provide additional information or explanation of duties under the plan.
4. The following firefighting and fire protection measures will be taken:
 - a. No recreational fires will be permitted within the Village as prohibited by City Code 6.200.
 - b. ABC fire extinguishers will be accessible throughout the Village (see Fire Safety and Evacuation Map for locations).
 - c. Smoke detectors and carbon monoxide alarms will be installed in common buildings and dwellings per City Code, and will be inspected to insure they are functional and replaced if they are not functional.
 - d. A map of the village will be maintained and provided to the Eugene Fire Department.
5. Emergency vehicle ingress and egress
 - a. A fire lane with a minimum width of 20' will be maintained from west to east on the 111 N. Garfield Street parcel to provide access between N. Garfield Street and Crane Lane, and is identified on the Fire Safety and Evacuation Map. There will be lockable gates at the west and east most ends of the Village, and the fire lane will be defined and kept clear of obstructions within the Village.
 - b. A minimum 10-foot setback and right-of-way will be maintained between structures on the Village site.
6. Village residents will participate in at least two fire drills per year with the Eugene Fire Marshal's Office present, using the following procedure:
 - a. Appoint someone to monitor the drill, activate and reset the fire alarm, and time the evacuation.
 - b. Fire drills shall be conducted at varying times and under varying conditions to simulate conditions that could occur during a fire or other emergency. Make it realistic by requiring participants to use their second way out or to crawl low. This can be done by having someone hold up a sign reading "smoke" or "exit blocked by

fire”.

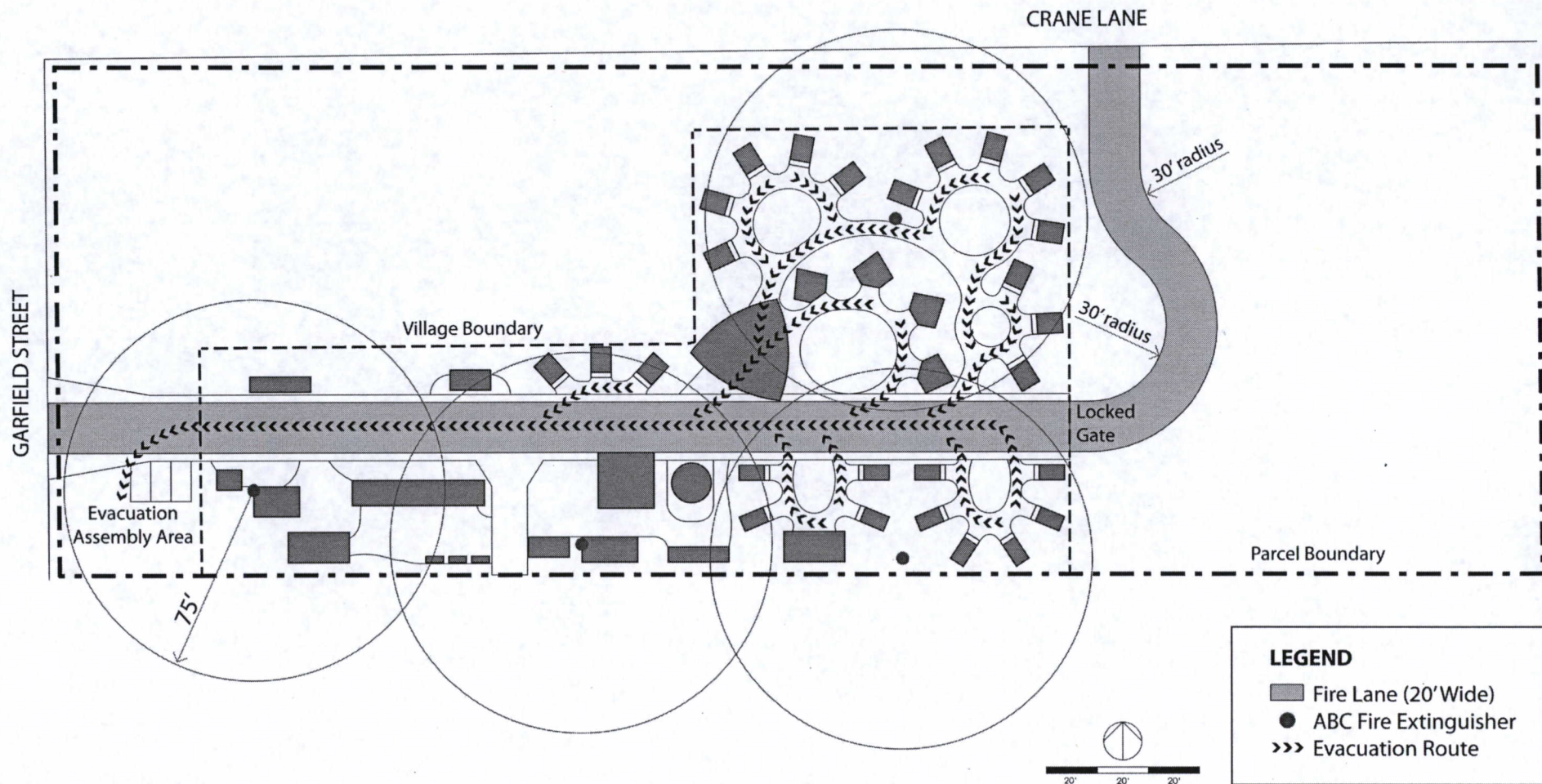
- c. After the evacuation, take a head count at the designated meeting place(s) to account for everyone’s participation and safe evacuation.
- d. After the drill, gather everyone together to discuss questions or problems that occurred. Redesign the drill procedures as needed.

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

- a. Identify the person conducting the drill.
- b. Date and time of the drill.
- c. Notification method used.
- d. Staff members on duty and participating.
- e. Number of occupants evacuated.
- f. Special conditions simulated.
- g. Problems encountered.
- h. Weather conditions during the drill.
- i. Time required completing the evacuation.

8. Fire Safety and Evacuation Map (next page).

FIRE SAFETY AND EVACUATION MAP



Opportunity Village Eugene Village Security Plan

There are **Three Stages of Response** for maintaining a secure and orderly environment within the Village. Stage 1 is the least severe and most common type of response. Stage 4 is the most severe and least common type of response. Any person responsible for maintaining the security of the Village will receive training on de-escalation techniques.

Weapons are not allowed on the Village site. Weapons are defined as firearms, knives (other than small pocket knives or those used for cooking), explosives of any type, clubs or other striking implements.

The Front Desk is the only gateway in and out of the Village and shall remain secure. Staffing the front desk is one of the most important duties at Opportunity Village. This will be a mandatory service of all residents. Only residents and Village Volunteers may enter the Village unaccompanied.

The front desk is to be staffed by at least two trained individuals during open hours (6am-12am). At least one person must be a resident. The second may be a resident or a Village Volunteer. Their primary role is to be the "eyes and ears" of the Village during their shift. All visitors will be required to register at the front gate to gain access to the Village. The Front Desk will maintain an "Entrance Log" for residents, operators and visitors.

Staffing the front desk involves the following duties:

- Documenting complaints, incidents, and actions taken in the Front Desk Log
- Inner and outer perimeter checks
- Alert the Village Council members present when an incident occurs
- Notifying residents of visitors and finding an available resident to accompany visitors

The gate will be locked between 12am-6am. During this time, one person is to stay in the adjacent administrative center (or Conestoga hut) in case assistance is needed at the front desk or gate. In the case of an incident, this person should alert the Village Council.

Stage 1: Village Council

Village Council members are responsible for enforcing the appropriate action when a Community Agreement is broken.

- Warning
- Level of Action 1: Additional hours towards village maintenance
- Level of Action 2: Temporarily suspended from village
- Level of Action 3: Permanent eviction

Minor offenses will start with a warning and may progress to Level 3 as the offense is repeated. More serious offenses can be an automatic Level 2 or 3.

Any Council member or front desk staff may issue a warning. They may include a recommendation for a level of action to be taken if necessary. Enforcing a level of action requires the vote of a majority of Village Council members.

Stage 2: Intermediary Security Agency

When Village Council members are unable to gain the cooperation of another resident when taking a Level of Action, they are to contact the intermediary security agency (entity yet to be determined.) The contract will enable the security agency to act on behalf of the Village in order to gain control of the situation. The phone number for the security agency will be listed at the front desk.

Stage 3: Eugene Police Department

The Eugene Police Department (EPD) is welcome to patrol the Village as they would any other neighborhood in Eugene. In cases where the law is being broken and residents or the security agency are unable to gain cooperation of the offender, the police department will be contacted. The previous three Stages of Response are to be tried first if appropriate.

Contact the Eugene Police Department when a person crime is committed or is in progress, or upon a victim's request. Trained Village Staff may resolve lower level crimes such as petty theft and minor criminal mischief.

**Opportunity Village Eugene
Pet Policy**

Service Animals and dogs are honored as an important part of residents' lives. The limited capacity of the Village can support only a small number of dogs. Consequently, the following Pet Policies are part of the Policy Handbook and incorporated into the Community Agreements.

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

- Only dogs are permitted as pets at OVE. There will be a maximum of 5 dogs at OVE at any one time. Space for dogs is on a first come, first served basis.
- All dogs must be tagged with ID as required by local regulations.
- No dogs may be acquired AFTER acceptance into OVE.
- All dogs must be spayed and neutered prior to moving on site. Applicants may seek help from OVE in finding funds/veterinarian for such procedures.
- All dogs must be on leash at all times.

If, at any time, the Village Council finds that a pet either poses a nuisance or danger to others or is not properly cared for, the dog must leave OVE at the instruction of the Village Council. Residents may ask OVE for assistance in the proper training of their dog.

All dogs must be properly kenneled in the kennel area if the resident is off site. The owner must pick up all solid waste for their dog, keep their dog from annoying other residents either through trespass, barking or any other means. Failure to do so can result in the Village Council ejecting the dog from the premises.

**Opportunity Village Eugene
Village Quarterly Report Forms**

Reporting Period: (check one)

- 07/01/13 to 09/30/13 10/01/13 to 12/31/13 01/01/14 to 03/31/14
 04/01/14 to 06/30/14 07/01/14 to 09/30/14 10/01/14

Participant Information	07/01/13 to 09/30/13	10/01/13 to 12/31/13	01/01/14 to 03/31/14	04/01/14 to 06/30/14	07/01/14 to 09/30/14
Number on the first day of the period					
Number entering during the period					
Number who left during the period					
Number on the last day of the period					

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

1. Gender	07/01/13 to 09/30/13	10/01/13 to 12/31/13	01/01/14 to 03/31/14	04/01/14 to 06/30/14	07/01/14 to 09/30/14	YTD
Males						
Females						
Transgender						
Total*						

* Total should be the same as the number who entered during the period.

2. Age	07/01/13 to 09/30/13	10/01/13 to 12/31/13	01/01/14 to 03/31/14	04/01/14 to 06/30/14	07/01/14 to 09/30/14	YTD
18-24						
25-54						
55-64						
65 and above						
Total*						

* Totals should be the same as the number who entered during the period.

3. Race or Origin (can be in more than one category)

Purpose and Instructions: This section reports data on the race or origin of residents. To ensure accuracy, and so that no one needs to enter the identity of "other," please define identity as specifically as you can. There is not a "multiracial" category and instead ask that individuals of more than one race be included in each of the races specified. This will cause the race in combination categories to sum to more than the population count.

Race (Required)	07/01/13 - 09/30/13	10/01/13 - 12/31/13	01/01/14 - 03/31/14	04/01/14 - 06/30/14	07/01/14 - 09/30/14	YTD
African						
Asian						
Black/African American						
Latino/Hispanic						
Middle Eastern						
Native American/ Alaskan Native						
Native Hawaiian						
Pacific Islander						
Slavic						
White						
Declined to answer						
Total						

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

Other Characteristics	07/01/13 - 09/30/13	10/01/13 - 12/31/13	01/01/14 - 03/31/14	04/01/14 - 06/30/14	07/01/14 - 09/30/14	YTD
Veteran						
Employed						
Female Headed Households						
Elderly Head of Household (over 65)						
Disabled/Special Needs						

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

Destination	07/01/13	10/01/13	01/01/14	04/01/14	07/01/14	YTD
	– 09/30/13	– 12/31/13	– 03/31/14	– 06/30/14	– 09/30/14	
Total # of individuals who departed						
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 period, how many left for the following reasons? If a person left for multiple reasons, include only the primary reason.

Reason for Departure:	07/01/13	10/01/13	01/01/14	04/01/14	07/01/14	YTD
	– 09/30/13	– 12/31/13	– 03/31/14	– 06/30/14	– 09/30/14	
Total # of individuals who departed in period						
# who departed voluntarily						
# who departed for rules violations						
# who departed – unknown reason						

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

	07/01/13 – 09/30/13	10/01/13 – 12/31/13	01/01/14 – 03/31/14	04/01/14 – 06/30/14	07/01/14 – 09/30/14	YTD
Less than 1 month						
1 - 2 months						
3 - 6 months						
7 - 12 months						
13 - 24 months						

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?

	07/01/13 – 09/30/13	10/01/13 – 12/31/13	01/01/14 – 03/31/14	04/01/14 – 06/30/14	07/01/14 – 09/30/14
<i>Total # of individuals on the last day of the period</i>					
Less than 1 month					
1 - 2 months					
3 - 6 months					
7 - 12 months					
13 - 24 months					

8. Disturbances/disputes within the Village. On the last day of the quarter how many disturbances/disputes were there in the community? Of these, how many were resolved within the OVE community and how many disturbances were called into the City of Eugene Police Department?

	07/01/13 – 09/30/13	10/01/13 – 12/31/13	01/01/14 – 03/31/14	04/01/14 – 06/30/14	07/01/14 – 09/30/14
<i>Total # disturbances this period</i>					
Disturbances resolved by the OVE community					
Disturbances resolved by intermediary (not COE)					
Disturbances called into the COE Police Department					

9. Migration to the Village. Where are people coming from that live in the Village?

	07/01/13 – 09/30/13	10/01/13 – 12/31/13	01/01/14 – 03/31/14	04/01/14 – 06/30/14	07/01/14 – 09/30/14
<i>Total # of new Villagers</i>					
Eugene/Springfield Area					
Within Lane County					
Within Oregon					
Within the US West Region not including Oregon (WA, CA, NV, ID, MT, WY, UT, CO)					
Other					

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 City of Eugene: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JD Fulwiler & Co. Insurance, Inc. 5727 SW Macadam Ave PO Box 69508 Portland OR 97239	CONTACT NAME: Peggy MacMillan PHONE (A/C, No. Ext): (503) 293-8325 FAX (A/C, No.): (503) 293-5418 E-MAIL ADDRESS: pmacmillan@jdfulwiler.com	
	INSURER(S) AFFORDING COVERAGE INSURER A Markel Insurance Company	NAIC # 66565
INSURED Opportunity Village Eugene 458 Blair Blvd Eugene OR 97402	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	INSURER G:	

COVERAGES CERTIFICATE NUMBER: 13/14 Gen Use REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			3602893987130	8/1/2013	8/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/POP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City of Eugene, and its agents, officers, and employees are included as additional insureds with respects to operations of the named insured in accordance with the policy terms, conditions and exclusions.

CERTIFICATE HOLDER City of Eugene 125 East 8th Avenue 2nd Floor Eugene, OR 97401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE P MacMillan/TMAYDA <i>Peggy MacMillan</i>

ADDITIONAL COVERAGES

Ref #	Description Employee Benefits	Coverage Code EBLIA	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium