



City of Eugene POLICE COMMISSION

The Police Commission recommends to the City Council, City Manager, police department, and the people, the resources, preferred policing alternatives, policies, and citizen responsibilities needed to achieve a safe community. We strive to create a climate of mutual respect and partnership between the community and the police department that helps to achieve safety, justice and freedom for all people in Eugene.

Police Commissioners: Bill Whalen, Chair; Edward Goehring, Vice-Chair; Mike Clark; Edward McGlone; Steve McIntire; Silverio Mogart; Scott Nowicki; Terry Robertson; Claire Syrett; Bob Walker; Marshall Wilde

Police Commission Meeting
July 14, 2016
5:30 – 8:00 pm

<u>Item</u>	<u>Starting – Ending</u>	<u>Minutes</u>
Review Agenda	5:30 – 5:35	5 min
Public Comments and Commissioner Response	5:35 – 5:45	10 min
Approve June Minutes	5:45– 5:50	5 min
Prohibited Car Camping Contract	5:50 – 6:40	50 min
Break	6:40 – 6:50	10 min
Body Worn Camera Update (Cpt. Sherry Meisel)	6:50 – 7:25	35 min
Chief's Report	7:25 – 7:45	20 min
Closing Comments	7:45– 8:00	15 min

UPCOMING Police Commission Meeting:

NO AUGUST MEETING
September 8, 2016
October 13, 2016
November 10, 2016
December 8, 2016



Eugene Police Commission

Meeting Notes

June 9, 2016

The official record is contained in the video recording, at the Police Commission meeting archive web page, at <http://www.eugene-or.gov/index.aspx?NID=1344>.

The City of Eugene Police Commission meeting was convened by Mr. Bob Walker, Chair, at 5:30.

Members present: Bob Walker, Bill Whalen, Claire Syrett, Scott Nowicki, Edward Goehring, Terry Robertson, Steve McIntire, Raquel Hecht, Marshall Wilde, Jim Garner

Members absent: Mr. Mike Clark, Mr. Joe Tyndall

Public Comments

Majeska Seese-Green: Supports the joint meeting of the Human Rights and Police Commissions to discuss Community Court and Prohibited Camping. Identified two concerns about community court: Concern about where people who are homeless will stay, and interested in more community involvement in the establishment of the court.

Commission Comments

Ms. Syrett: Appreciates the concerns raised by Ms. Seese-Green. Interested in how the public will be more involved on community court. Commission could ask Judge Allen for ideas about enhanced community involvement.

Mr. Wilde: Legally complicated response to no place sleep. Hopes the Council will address the issue.

Mr. Nowicki: Perhaps we could discuss further the relationship with school resources officers and school employees. Chief Kerns responded that the relationship is positive and there are long relationships. Could have the School Resource Officers come to future meeting.

Minutes

Mr. Garner, P2 of April minutes – add word “to” after “Mr. Wilde”. Mr. Goehring moved approval as amended. Seconded by Mr. Whalen. Motion passed unanimously.

Farewell

Mr. Walker presented a plaque to Mr. Garner and Ms. Hecht in appreciation of their service on the Police Commission.

Nominations for Chair of the Police Commission

Ms. Syrett nominated Mr. Whalen as Chair. Mr. Walker seconded.

Mr. Goehring moved to close nominations.

Ms. Syrett nominated Mr. Goehring as vice-chair.

Mr. Whalen nominated Mr. Nowicki, seconded by Mr. Walker.

Ballots were distributed for both chair and vice-chair. Mr. Whalen elected unanimously as chair. Mr. Goehring elected as vice-chair with 7 votes (Goehring, Nowicki, Syrett, Wilde, McIntire, Hecht, Garner), over 3 votes for Mr. Nowicki (Robertson, Whalen, Walker)

Joint Human Rights and Police Commission Meeting

A presentation was made by Municipal Court Presiding Judge Wayne Allen and Captain Sam Kamkar about the Community Court proposal. They reviewed the presentation that was included in the meeting packet and asked for questions.

Commissioners expressed appreciation to the team for the leadership and concept of the project. The following questions were asked and answered:

Can people who are trespassed from the library participate? *Yes, with successful participation in the court program, prohibitions from entering the library may be lifted.*

Are there gaps in services currently? Are more services needed? *Quite possibly. Additional funding would be needed to meet currently unmet service needs.*

Is there ongoing funding? *Not currently beyond the two year grant period.*

Why is LTD (Lane Transit District) selected as the initial location? *With successful participation in the court program, community members who are currently trespassed off LTD, may be able to use LTD services again.*

Is there a connection between this proposal and the Housing First proposals? *We plan to have a connection.*

Do we have sufficient mental health resources? *Eugene is perhaps in better shape than Spokane because of our existing mental health court, and because of the Oregon Health Plan.*

Prohibited Car Camping

Lt. Ron Tinseth from EPD, and Mr. Keith Heath from St. Vincent de Paul (SVdP) provided information about prohibited car camping. EPD and St. Vincent de Paul both have role in responding to violations.

Comments were solicited from members of the community.

The following comments were offered:

In Whitaker, the neighbors have loosely agreed to allow people to camp for three days, and then the neighbors put a note on the car to ask the camper to move on. Problems arise around the need for restrooms.

This is a problem for the entire public, not just one area of town, and not just for one population.

Neighbors in South Eugene have committed to help find legal camping spots, and are trying to find 50 spots.

This is a safety and public health concern and should be addressed.

There is a need for more sanctioned spots. The majority of people who are told they will be put on a wait list won't put their names on the list.

The Commissioners continued the discussion with the following comments

Concerned that scarce police resources are used knocking on the doors of vehicles of homeless. Should not be a priority until there is sufficient housing, including emergency shelter. Towing vehicles does not seem like a good idea either.

Requiring drug tests for car campers is inconsistent with City's recent Housing First resolution. Contracts should clearly allow required service animals.

The City Council receives complaints from property owners, and concerns from people who have been forced to move. Concerned about drug testing.

In response to a question, the police responded that a more immediate response is provided when there are repeat complaints, and when there are public health concerns.

Clarification was provided that dogs are allowed at most sites with some city property being the exception.

There are competing needs and interests, and the solution needs to strike a balance.

Police Chief's Report

The Chief reviewed his update based on the presentation in the meeting packet.

Commissioner Comments

The Commissioners offered closing comments, including thanking Bob Walker for serving as chair, and thanking the outgoing commissioners.

The meeting adjourned at 8:45.

Notes taken by Carter Hawley



Police Commission

300 Country Club Road
Eugene, Oregon 97401
(541) 682-5852
www.eugene-or.gov

MEMORANDUM

Date: July 8, 2016
To: Police Commission
From: Carter Hawley, Staff
Subject: Police Commission Meeting Materials - July 14, 2016

The July 14 Police Commission Meeting will include discussions of the following topics:

1. **Prohibited Car Camping:** At the April Commission Meeting, the Commission discussed prohibited car camping, and the conversation focused largely on the contract with Saint Vincent de Paul (SVDP) for their part in the enforcement of prohibited camping on rights-of-way. The conversation continued at the June meeting, with a public forum and joint meeting with the Human Rights Commission. The written meeting notes in the packet from the June 9 meeting include a recap of the public comments and commission discussion. Included in the packet is the municipal code related to prohibited camping, the contract with SVDP, and the police operating policies related to prohibited camping. The discussion at the July meeting is designed to result in any recommended changes to the contract, as the current contract expires August 31.
2. **Body-Worn Video Update:** Cpt. Sherry Meisel will provide an update on the status of body-worn video project. Materials may be distributed at the meeting, but were unavailable at the time of printing.
3. **Chief's Update:** Chief Kerns will provide a report to the Commission. A digital copy of the presentation will be available in the meeting packet online, available at the bottom of home page for the Police Commission: www.eugene-or.gov/policecommission, and a printed copy will be distributed at the meeting.



Police Commission

300 Country Club Road
Eugene, Oregon 97401
(541) 682-5852

MEMORANDUM

TO: Eugene Police Commission
FR: Carter Hawley, Eugene Police Department
RE: Prohibited Camping Public Forum and Discussion
DATE: May 27, 2016

At its meeting on April 14, 2016, the Police Commission began a discussion regarding prohibited camping, and requested that the discussion continue with additional information provided about the contract for services between the City and St. Vincent de Paul (SVDP) involving prohibited car camping. At the June 9 meeting, the Police and Human Rights Commissions will jointly meet and receive public comments about prohibited car camping, and have the opportunity for discussion. Included in the meeting packet are the following background documents:

Eugene Municipal Code 4.815 – Specifies that no person shall camp in or upon a sidewalk, street, alley, or public right of way.

Eugene Municipal Code 4.990 – Establishes the penalties for violating section 4.815, and the conditions for a “willful violator” and associated penalties.

Contract with SVDP – Contract is managed by Planning and Development Department. Provides details on services provided by SVDP for both prohibited and permitted car camping. Includes mechanism, timing and performance metrics for prohibited car camping program.

Eugene Police Operating Manual Policy 410 – Outlines EPD’s procedures to comply with the municipal code and contract.

Outlined below is a brief summary of the prohibited car camping procedures:

- Enforcement of prohibited car camping is complaint driven. Complaints about prohibited camping on streets are routed to EPD.
- SVDP provides EPD a list of people receiving a warning within 30 days, known as the “willful violator list”, because if a complaint is received about someone on that list, EPD may take enforcement action with enhanced penalties.
- If alleged violator is not on willful violator list:
 - Complaint is routed to SVDP, who attempts to make contact with camper. If camper is warned, the name and vehicle is placed on the willful violator list.
- If the alleged violator is on the willful violator list:

- Complaint is routed to EPD Patrol. Within capacity and based on priority, EPD will respond.
- If EPD makes contact with camper, officer may issue a fine up to \$500, lodge in jail for up to 10 days, and/or impound the vehicle.

The purpose of this discussion is to better understand concerns and suggested changes to prohibited car camping enforcement, in advance of the current contract's expiration in August 2016.

Eugene Municipal Code

4.815 Prohibited Camping.

- (1) As used in this section:
 - (a) "To camp" means to set up or to remain in or at a campsite.
 - (b) "Campsite" means any place where any bedding, sleeping bag, or other material used for bedding purposes, or any stove or fire is placed, established or maintained for the purpose of maintaining a temporary place to live, whether or not such place incorporates the use of any tent, lean-to, shack, or any other structure, or any vehicle or part thereof.
- (2) It is found and declared that:
 - (a) From time to time persons establish campsites on sidewalks, public rights-of-way, under bridges, and so forth;
 - (b) Such persons, by such actions create unsafe and unsanitary living conditions which pose a threat to the peace, health and safety of themselves and the community; and,
 - (c) The enactment of this provision is necessary to protect the peace, health and safety of the city and its inhabitants.
- (3) No person shall camp in or upon any sidewalk, street, alley, lane, public right-of-way, park or any other publicly-owned property or under any bridge or viaduct, unless otherwise specifically authorized by this code or by declaration of the Mayor in emergency circumstances.
- (4) Upon finding it to be in the public interest and consistent with council goals and policies, the council may, by motion, exempt a special event from the prohibitions of this section. The motion shall specify the period of time and location covered by the exemption.

(Section 4.815 amended by Ordinance No. 19163, enacted July 11, 1983; and Ordinance 20062, enacted September 16, 1996, effective October 16, 1996.)

4.816 Permitted Overnight Sleeping.

- (1) Notwithstanding any other provision of this code:
 - (a) Persons may sleep overnight in a vehicle in a parking lot of a religious institution, place of worship, business or public entity that owns or leases property on which a parking lot and occupied structure are located, with permission of the property owner. The property owner may not grant permission for more than six vehicles used for sleeping at any one time. For purposes of this subsection (1), the term "vehicle" includes a car, tent, camper, trailer, and Conestoga hut.
 - (b) Persons may sleep overnight in the back yard of a single family residence in a residential zoning district, with permission of the owner and tenant of the residence. Not more than one family may sleep in any back yard, and not more than one tent or camping shelter may be used for sleeping in the back yard. As an alternative, but not in addition to sleeping overnight in the back yard, not more than one family may sleep in a vehicle, camper or trailer parked in the driveway of a single family residence in a

- residential zoning district, with permission of the owner and tenant of the residence. For purposes of this subsection, “family” means persons related by blood or marriage, or no more than two unrelated adults.
- (c) Persons may sleep overnight in a vehicle, on a paved or graveled surface located on a vacant or unoccupied parcel, with the permission of the property owner, if the owner registers the site with the city or its agent. The city may require the site to be part of a supervised program operated by the city or its agent. The property owner may not grant permission for more than six vehicles used for sleeping at any one time.
- (2)** A property owner who allows a person or persons to sleep overnight on a property pursuant to subsections (1)(a), (1)(b) or (1)(c) of this section shall:
- (a) Provide or make available sanitary facilities;
 - (b) Provide garbage disposal services as required by sections 6.050 and 6.055 of this code;
 - (c) Provide a storage area for campers to store any personal items so the items are not visible from any public street;
 - (d) Require a tent or camping shelter in a backyard to be not less than five feet away from any property line; and
 - (e) Not require payment of any fee, rent or other monetary charge for overnight sleeping, as authorized by this section.
- (3)** A property owner who permits overnight sleeping pursuant to subsection (1) and (2) of this section, may revoke that permission at any time and for any reason. Any person who receives permission to sleep on that property as provided in this section shall leave the property immediately after permission has been revoked.
- (4)** Notwithstanding any other provision of this section, the city manager or the manager’s designee may:
- (a) Prohibit overnight sleeping on a property if the city finds that such an activity on that property is incompatible with the uses of adjacent properties or constitutes a nuisance or other threat to the public welfare; or
 - (b) Revoke permission for a person to sleep overnight on city-owned property if the city finds that the person has violated any applicable law, ordinance, rule, guideline or agreement, or that the activity is incompatible with the use of the property or adjacent properties.
- (5)** The city manager or the manager’s designee may impose administrative civil penalties on property owners who fail to comply with the requirements of subsections (1) and (2) of this section, as provided in section 2.018 of this code.
- (6)** In addition to any other penalties that may be imposed, any campsite used for overnight sleeping in a manner not authorized by this section or other provisions of this code shall constitute a nuisance and may be

abated as such. As used in this section, "campsite" has the meaning given in section 4.815 of this code.

- (7) The city manager may adopt administrative rules in the manner provided in section 2.019 of this code to implement this section.
- (8) With authorization from the city manager or designee in connection with a specific special event, persons may sleep overnight on public property which has a community center, swimming pool, or other city-operated athletic facility located thereon at which the special event is being held. The authorization shall be limited to no more than eight days in any two-week period.
- (9) Nothing in section 4.815 or 4.816 of this code creates any duty on the part of the city or its agents to ensure the protection of persons or property with regard to permitted overnight sleeping.

(Section 4.816 added by Ordinance No. 20130, enacted August 5, 1998; and amended by Ordinance No. 20255, enacted June 10, 2002, effective July 10, 2002; and Ordinance No. 20517, enacted and effective September 25, 2013.)

4.990 Penalties - Specific.

- (1) Violation of the following sections is punishable by fine or confinement in jail, or both, up to the amounts indicated opposite each. In addition, the court may order any treatment, related to the violation, deemed necessary for rehabilitation of the offender and the safety of the community.
- (7) Except as provided in subsection (8) of this section, a violation of section 4.815 is punishable by a fine not to exceed \$200.
- (8) A willful violation of section 4.815, where the violation consists of camping in a vehicle parked overnight on a public street, is punishable by a fine not to exceed \$500 or confinement in jail for a period not to exceed ten days, or both. As used in this subsection, "willful violation" means a violation that occurs after the person has received, within 30 days preceding the current violation, a citation for violating section 4.815 or a written warning from a peace officer or other person authorized by the city manager to issue such warnings, that the person was violating section 4.815. In addition to the foregoing penalties, a vehicle used in a willful violation of section 4.815 may be immobilized or impounded pursuant to sections 5.693 through 5.705 of this code.

HOMELESS CAMPING FACILITATION CONTRACT

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

AND: St. Vincent de Paul Society of Lane County, Inc., (Contractor)
a Non-profit Agency in the state of Oregon organized and
existing under the laws of the State of Oregon

CONTRACT NO.: 2016-02314

Tax ID Number: 93-0454786

Expiration Date: August 31, 2016

RECITALS

- A. Contractor is engaged in the business of operating a wide range of services to homeless individuals and families. These services include homeless day access center services, at the First Place Center and the Eugene Service Station, emergency night shelter services for families through the Interfaith Emergency Night Shelter program and transitional housing. Services include client intake, advocacy, employment and training information, and other information and referral services for homeless and low income individuals and families. Contractor is certified and in good standing with the State of Oregon.
- B. Contractor has employees who have training and experience in counseling, first aid, and assistance to homeless individuals.
- C. City desires to engage Contractor to provide the Services described in this agreement and Contractor is willing to provide such Services on the terms and conditions set forth herein.
- D. The contract described herein was awarded under the exemption or procedure authorized by City of Eugene Administrative Order 44-14-08F, Public Contracting Rules 2014, 137-046-0130 Application of the Code and Rules; Exceptions.

AGREEMENT

1. Incorporation of Exhibits; Definitions; 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** summarizes certain federal, state and municipal laws that apply to government contracts. The provisions of **Exhibit A** are statements of law and may not be modified.

Other Exhibits. The Contract also includes and incorporates the following exhibits. The provisions of this Agreement will have priority over all conflicting provisions of the following exhibits.

Exhibit B	Description of Program Goals and Services
Exhibit C	Program Budget
Exhibit D	Compensation Schedule
Exhibit E	City of Eugene Overnight Sleeping License/Permit
Exhibit F	Guidelines for Overnight Sleeping on City-owned Sites

1.2 **Definitions.** With the exception of proper nouns, capitalized terms not otherwise defined herein shall have the following meanings.

1.2.1 **“Agreement”** means this document, entitled Personal Services Contract and ending with the signatures of all parties.

1.2.2 **“Contract”** means the written statement of the parties’ mutual and respective agreements, promises, undertakings and rights as set forth in this Agreement and all incorporated exhibits.

1.2.3 **“Services”** means all of the products, properties and services to be provided by Contractor under this Contract, as described in Exhibit B.

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.

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. **Services.**

2.1 **Commencement.** Contractor shall begin to provide the Services September 1, 2015.

2.2 **Key Personnel.** Contractor has agreed that certain key personnel shall be assigned to perform certain parts of the Services, as described below. Removal of these key personnel from the specified tasks without the prior approval of City will be a material breach of the Contract. None

2.3 **Security.** If the Services will be performed on City property, Contractor will comply with all of City’s security policies and procedures.

3. **Term.**

- 3.1 **Initial Term.** The initial term of the contract shall expire, unless terminated or renewed, on the expiration date shown in the caption of this agreement.
- 3.2 **Renewal.** The contract may be extended for one or more renewal terms by mutual agreement of the parties, provided that either party may condition its consent to renewal upon the modification of any provision hereof and further provided that either party may condition its consent to renewal upon the modification of any provision hereof and further provided that the total duration of all renewal terms, including the initial term, may not exceed 3 years. The duration of a renewal term and any modification of the Contract shall be set forth in a written amendment signed by the parties.
4. **Compensation.** Subject to City's right of offset for breach, Contractor will bill City for the Services by submitting periodic invoices that conform to the requirements of **Exhibit D**. City will make payments within thirty (30) days of receipt of a properly submitted invoice. Notwithstanding the foregoing, City will have the right to withhold payment for any item which City disputes in good faith, provided that City pays for all non-disputed items and takes commercially reasonable action to resolve the dispute.
5. **Termination.** Notwithstanding any other provisions hereof to the contrary, the Contract may be terminated as follows:
 - 5.1 The parties, by mutual written agreement, may terminate the Contract at any time.
 - 5.2 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.
 - 5.3 The City may terminate the Contract on any date specified in a notice if funding for the Services becomes unavailable or if the City determines that termination of the Contract is required by the public interest.
 - 5.4 City may terminate the Contract immediately and without prior notice upon Contractor's failure to have in force any insurance required by the Contract, if Contractor breaches the City's security requirements, if Contractor fails to maintain any certificate or license required for performance of the Services, or as provided in Exhibit A.
 - 5.5 Contractor may terminate the Contract without liability to City by providing at least ninety (90) days' prior written notice.

6. Remedies.

- 6.1 In the event of a termination of the Contract by City because of a breach by Contractor, City may complete the Services either by itself or by contract with other persons, or any combination thereof. Contractor shall be liable to City for any costs or losses incurred by City arising out of or related to the breach, including costs incurred in selecting other contractors, time-delay losses, attorney fees and the like, less the remaining unpaid balance of the consideration provided in the Contract. City may withhold payment of sums due Contractor for Services performed to the date of termination until City's costs and losses have been determined, at which time City may offset any such amount due Contractor against the costs and losses incurred by City.
- 6.2 The foregoing remedies provided to City for breach of the Contract by Contractor shall not be exclusive. City shall be entitled to exercise any one or more other legal or equitable remedies available because of Contractor's breach with or without termination.
- 6.3 In the event of breach of the Contract by City, Contractor's remedy shall be limited to termination of the Contract and payment for Services performed to the date of termination less any offset to which City is entitled.

7. Records/Inspection.

- 7.1 Contractor shall maintain records of its charges to City under the Contract for a period of not less than three years following Contractor's completion of the Contract. 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 the Contract. If any audit by City discloses that payments to the Contractor were in excess of the amount to which Contractor was entitled under the Contract, Contractor shall promptly pay to City the amount of such excess. If the excess charged by Contractor for any audited period is greater than two percent of the amount that should have been charged for that period, Contractor shall also reimburse City its reasonable costs incurred in performing the audit.
- 7.2 Contractor shall maintain records on the frequency, nature, and resolution of illegal car camping complaints. Contractor shall maintain records of unduplicated individuals involved in resolution complaints. Documentation shall, at a minimum include: number of individuals in client group, estimated age of individuals, gender of individuals, length of residency in Eugene-Springfield area, and length of stay at current site. The method and format of data collection shall be determined by Contractor. In addition, a survey of randomly selected clients may be requested by City. Survey would collect data regarding previous residency and/or camping area, a brief history leading to homelessness, and client comments regarding the overnight sleeping ordinance.
- 7.3 Contractor agrees to prepare and furnish general statistical data and reports as may be required by City for program evaluation. Monthly statistical data reports and complaint resolution information shall accompany requests for payment.
- 7.4 Contractor agrees to produce, and to submit to City, a final statistical report on the provision of services under this contract within thirty (30) days of contract completion

date, in conjunction with Contractor's final payment request. Final statistical report shall include a compilation of client data and homeless camping usage. A final narrative report, including an evaluation of the project effectiveness, comments and feedback from clients, and recommendations for improvement may be requested by City. If requested, the narrative report shall be submitted with final statistical report.

- 7.5 Contractor shall abide by all applicable state and federal confidentiality requirements, and shall ensure that client confidentiality shall be maintained pursuant to applicable codes of professional ethics, Oregon statutes, administrative rules and regulations.
8. **Indemnification.** 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 the acts, errors or omissions, whether alleged or actual, of Contractor, its subcontractors, agents and employees in performing or failing to perform the Services, failing to strictly comply with any provision of the Contract or any other actions or failures to act by Contractor and Contractor's employees, agents, and subcontractors. 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. City shall notify Contractor, within a reasonable time, of any claim, threat of claim or legal action.
9. **Insurance.** Contractor shall have and maintain the insurance policies specified below. Each policy of insurance 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 Services. The adequacy of all insurance policies for compliance with this Section 9 shall be subject to approval by City's Risk Manager. Failure to maintain any insurance coverage required by the Contract shall be cause for immediate termination of the Contract by City.

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 that Contractor increase the coverage limits of all liability policies by the amount of the increase in the statutory limit..

- 9.1 **Commercial General Liability.** Contractor shall maintain a broad form commercial general liability insurance policy reflecting limits of not less than \$2,000,000 combined single limit per occurrence, with an annual aggregate of \$3,000,000 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.
- 9.2 **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. Contractor is a subject employer that will comply with ORS 656.017.

- 9.3 **Automobile Liability.** Contractor shall maintain an automobile liability insurance policy reflecting limits of not less than \$2,000,000 combined single limit per occurrence, with an annual aggregate of \$3,000,000 for bodily injury, personal injury or property damage. The coverage shall include both hired and non-owned auto liability. 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.
10. **Subcontracting.** Contractor was selected for its special knowledge, skills and expertise, and shall not subcontract the Services, in whole or in part, without City's prior written approval, which may be withheld for any reason. Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to comply with all obligations of Contractor specified in the Contract. Notwithstanding City's approval of a subcontractor, Contractor shall remain obligated for full performance of the Contract and City shall incur no obligation to any subcontractor. Contractor shall indemnify, defend and hold City harmless from all claims of subcontractors.
11. **Assignment.** Contractor shall not assign the Contract, in whole or in part, or any right or obligation hereunder, without City's prior written approval, which approval shall not be subject to a reasonableness standard. If Contractor is a corporation or partnership, a change in ownership of Contractor resulting from a voluntary transfer of stock or partnership interests, or a transfer upon death or disability of any owner, shall not constitute an assignment unless the transferor is one of the key personnel specified in Section 2.2 of this Agreement.
12. **Independent Contractor.** Whether Contractor is a corporation, partnership, other legal entity or an individual, Contractor is an independent contractor. If Contractor is an individual, Contractor's duties will be performed with the understanding that Contractor is a self-employed person, has special expertise as to the services which Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by Contractor; however, the nature of the services and the results to be achieved shall be specified by 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.
13. **Confidential Information.** To be considered "Confidential Information" under the Contract, information must be clearly marked as "confidential information," in a manner that will be obvious immediately upon access. Each party will limit its use of Confidential Information to the purpose for which it was disclosed by the other party and will use a reasonable level of care to prevent the intentional or inadvertent misuse, theft or inappropriate disclosure of such information. Contractor understands that all records held by the City are public records and subject to public disclosure unless a statutory exemption applies, and agrees that City shall have no liability for the disclosure of any Confidential Information under a court order in response to a public records request. Contractor also understands and agrees that the

Contract documents and all records of Contractor's fees and charges may not be considered Confidential Information, and are public records for which no exemption to public disclosure applies.

14. 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, including all applicable provisions of Exhibit A.

15. Ownership of Work Product.

15.1 All tangible or electronic copies of compilations, reports, plans, drawings, techniques, formulas, works of art, literature or music, or other personal property produced or created specifically for City under the Contract ("Work Products") shall be delivered to the City prior to the completion or termination of the Services and shall be the sole and exclusive property of the City.

15.2 In addition to ownership of the Work Products, City shall also be the owner of all copyrights, if any, existing in any Work Product under the federal copyright act except for those rights of attribution and integrity described in 17 USC 106A.

15.3 Unless expressly provided to the contrary herein, Contractor waives all rights of attribution and integrity with respect to any work of visual art except the right to prevent the use of his or her name as the author of the work of visual art in the event of a distortion, mutilation or other modification of the work which would be prejudicial to his or her honor or reputation.

15.4 With the exception of Work Products that incorporate City's databases or City's confidential information, Contractor may retain and display copies of any Work Product for marketing or demonstration purposes, and Contractor shall have the right to make derivative products based on a Work Product, but Contractor may not sell or commercially exploit any Work Product or reproduction of a Work Product.

15.5 Nothing in this Section 15 is intended to appropriate to City any personal property not created for City under the Contract or any property used or incorporated into a Work Product that was owned by Contractor or a third party prior to its use for the Services or that is merely a minor development or enhancement of Contractor's pre-existing proprietary process, formula or technology.

15.6 City shall remove Contractor's name and trademarks, if any, from any copy of a Work Product that is modified except when modified by Contractor, and Contractor shall have no responsibility for any modification of a Work Product that is not made under Contractor's supervision.

16. 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 or electronic transmission (fax or email) are set forth below, notices may be delivered by fax or email. Notices sent by certified mail will be deemed delivered three business days after placement in the mail and notices sent by fax or email 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: St. Vincent de Paul Society of Lane County, Inc.
Rosalie Elliott, Asst. CFO
PO Box 24608
Eugene, OR 97402
rosalie.elliott@svdp.us
Ph: 541-687-5820
Fax: 541-683-9423

City: Stephanie Jennings
PDD/Community Development
99 West 10th Avenue
Eugene, Oregon 97401
stephanie.a.jennings@ci.eugene.or.us
541-682-5529

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

17. Dispute Resolution.

17.1 **Continued Performance.** Unless the Contract is terminated, neither party shall suspend performance of its obligation hereunder pending the resolution of a dispute.

17.2 **Negotiation/Mediation.** The parties shall attempt to resolve all disputes by negotiation and voluntary mediation. The parties shall share equally in all common costs of mediation.

17.3 **Litigation/Arbitration.** Litigation of a claim that cannot be resolved by negotiation or voluntary mediation shall be initiated by filing a complaint in the Lane County Circuit Court that contains a stipulation to arbitration under ORS 36.410. The claim and all cross and counter-claims filed in response to the complaint shall be submitted to the Court Arbitration Program set forth in ORS 36.400 to 36.425, Chapter 13 of the Oregon Uniform Trial Court Rules and the Lane County Circuit Court supplemental local rules concerning arbitration. Either party may seek, and shall be entitled to, an order directing the other party to submit to arbitration as provided herein and to judgment for its costs, expenses and attorney fees in obtaining and enforcing the order.

In any litigation, the entire text of any order or permit issued by a governmental or regulatory authority, as well as any documents referenced or incorporated therein by reference, shall be admissible for the purpose of contract interpretation.

17.4 **Construction of Contract.** This Contract shall not be construed against either party regardless of which party drafted it. Other than as modified by agreement, the applicable rules of contract construction and evidence shall apply. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

17.5 **Forum.** Any litigation between the City and the Contractor that arises from or relates to this Contract 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. CONTRACTOR, BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

17.6 **Attorneys' 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.

18. **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.

19. **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.

20. **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.

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

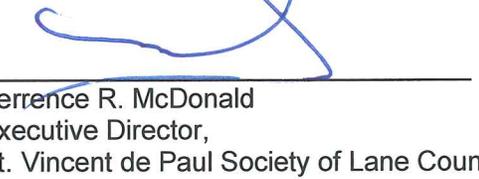
City of Eugene

By: 
Jon Ruiz
City Manager

Date: 2/10/16

Contractor

Certifications of Contractor: Pursuant to ORS 305.385, Contractor hereby certifies that it is not in violation of any tax laws as defined in ORS 305.380. If Contractor is other than one or more individuals who have signed below, the individual(s) signing on behalf of Contractor hereby further 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 and the Contract to City of behalf of, and as the act of Contractor.

By: 
Terrence R. McDonald
Executive Director,
St. Vincent de Paul Society of Lane County, Inc.

Date: 2/4/16

EXHIBIT A

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 Eugene Public Contracting Rules, 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 and Eugene Public Contracting Rule 137-046-0500(2))

1.1 Non-Discrimination Requirements. During the performance of this contract, the Contractor and each subcontractor agrees to comply with sections 4.613 to 4.655 of the Eugene Code, 1971, and 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.
- (a) 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.
- (a) 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 Reporting. 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 subsection 1.1 above.

1.3 Violations. 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 subsections 1.1 or 1.2, a determination thereof shall be made by the city manager. 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 subsections 1.1 and 1.2. Such determination may further result in debarment of the Contractor in accordance with the adopted rules.

1.4 Failure to Comply. Failure to comply with any terms of subsections 1.1 and 1.2 above shall be a material breach of the contract.

1.5 Inclusion of Fair Employment Practices Provisions in Contracts with Subcontractors. The contractor shall include the provisions of subsections 1.1 through 1.4 above in contracts with subcontractors so that the provisions will be binding upon each subcontractor.

1.6 Contractor Defined. As used in this section 1, "contractor" means all persons, wherever situated, but excluding local, state or federal units of government or their officials, from whom the City purchases Goods and/or Services costing \$2,500 or more in any fiscal year.

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 and Eugene Rule 137-046-0500(5) 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.
 - (a) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
 - (a) 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.
 - (a) 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.
8. **ORS 279B.230 and Eugene Rule 137-046-0500(6) 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 and Eugene Rule 137-046-0500(7) 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.).
- 6.1 Personal Services Contracts. In the case of Personal Services Contracts, the employee shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under Personal Services Contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 et seq. from receiving overtime.
 - 6.2 Contracts for Services. In the case of contracts for services, persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement, in ORS 279B.020(1)(b)(B) to (G), or in ORS 279C.540 (1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one (1) day or in excess of forty (40) hours in any one (1) week, whichever is greater.
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.
9. **Eugene Rule 137-046-0500(1) Right to Audit Records.**
- 9.1 Cost or Pricing Data. The Purchasing Agent may, at reasonable times and places, audit the books and records of any Person who has submitted cost or pricing data in connection with a contract to the extent that such books and records relate to such cost or pricing data. Any Person who receives a contract for which cost or pricing data are required, shall maintain the books and records that relate to the cost or pricing data for three (3) years from the date of final payment under the contract, unless a shorter period is authorized by the Purchasing Agent in writing.
 - 9.2 Contract Audit. The Purchasing Agent shall be entitled to audit the books and records of the contractor or any subcontractor to the extent that the books and records relate to the performance of the contract. The contractor and each

subcontractor shall maintain books and records for a period of three (3) years from the date of final payment under the contract or subcontract, as applicable, unless a shorter period is authorized by the Purchasing Agent in writing.

10. Eugene Rule 137-046-0500(3) Right to Inspect Plant.

- 10.1 Time for Inspection. The Purchasing Agent may, at reasonable times, inspect the part of the plant or place of business of the contractor or any subcontractor that is related to the performance of any contract awarded.
- 10.2 Contractual Provisions. The City may inspect supplies and Services at the contractor's or subcontractor's facility and perform tests to determine whether they conform to the contract requirements.
- 10.3 Procedures for Trial Use and Testing. The Purchasing Agent may establish operational procedures governing the testing and trial use of equipment, materials, and the application of resulting information and data to Specifications or Procurement.
- 10.4 Location. When an inspection is made in the plant or place of business of a contractor or subcontractor, such contractor or subcontractor shall provide without charge all reasonable facilities and assistance for the safety and convenience of the person performing the inspection or testing.
- 10.5 Time of Testing or Inspection. Inspection or testing of supplies and Services performed at the plant or place of business of any contractor or subcontractor shall be performed at reasonable times during normal business hours.
- 10.6 Inspection of Construction Projects. Onsite inspection of construction shall be performed in accordance with the provisions of the contract.

11. Eugene Rule 137-046-0500(4) Termination in the Public Interest.

- 11.1 Termination Provisions. The City may terminate the contract for any reason considered by the City to be in the public interest. Reasons for termination in the public interest include but are not limited to:
- (a) The contractor cannot complete the work for reasons beyond the control of either the contractor or the City;
 - (b) Necessary materials are not available;
 - (c) A lack of funds;
 - (d) A phenomenon of nature of catastrophic proportions or intensity;
 - (e) Executive orders of the President related to national defense;
 - (f) Congressional or state acts related to funding or changes in applicable laws; or
 - (g) The presence of other circumstances or conditions such that it is impracticable within a reasonable time to complete the work.
- 11.2 Payment When Contract Is Terminated. When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual items of work completed under the contract, or by mutual agreement, for items of work partially completed. No claim for loss of anticipated profits will be allowed.
- 11.3 Payment for Construction Services. The City may provide in a contract for construction services, detailed provisions under which the contractor shall be entitled, as a matter of right, to compensation upon termination of the contract on account of any reason considered to be in the public interest.

12. Eugene Rule 137-046-0500(8) Governing Law; Jurisdiction

- 12.1 Governing Law. This contract shall be governed, construed, and enforced in accordance with the laws of the state of Oregon, unless otherwise approved by the City Attorney or designee.
- 12.2 Jurisdiction. Contractor agrees and consents to the exclusive jurisdiction of the courts of the state of Oregon for all purposes regarding the contract and further agrees and consents that venue of any action brought under the contract shall be exclusively in Lane County, Oregon, unless otherwise approved by the City Attorney or designee.

13. ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318 and Chapter 539 Oregon Laws 2015 (SB 675) Compliance with Tax Laws. Contractor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318 and Chapter 539 Oregon Laws 2015 (SB 675). Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which City may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law.

Exhibit B

OVERNIGHT SLEEPING IN SPECIFIED AREAS FOR THE HOMELESS DESCRIPTION OF FACILITATION SERVICES AND PROGRAM GOALS

Services to be Provided

St. Vincent agrees to provide to City the following services ("the Work"):

Contractor agrees to provide management of City-identified parking places for homeless people (including placing portable toilets on City sites), responding to citizen complaints related to illegal camping (including documentation and record keeping), and encouraging public and private enterprises to host one to three vehicles for overnight sleeping on their property ("the Work") as described more fully herein and in accordance with City Ordinance No. 20130.

Description of Designated Locations

Ordinance No. 20130 authorizes overnight sleeping in the following specified areas with the permission of the owner and tenant: 1) parking lots of churches, synagogues, or other religious institutions, 2) parking lots of business or public entities, and 3) single family residences. Only one family may sleep overnight at single family residences. Religious institutions, businesses, and public entities may grant permission for up to three vehicles for any one night at each individual site.

Any entity permitting overnight sleeping on their premises:

- 1) Shall provide or make available sanitary facilities for the use of the persons sleeping overnight.
- 2) Shall not require payment of any fee, rent or other monetary charge for the use of the space.
- 3) May revoke permission to sleep in a designated area at any time for any reason.

Several City-owned parking areas, located citywide, have been designated as areas where homeless people may legally sleep in their vehicles. No more than three vehicles for any one night will be granted permission at each individual site. City shall designate the specific area within a parking lot available for overnight vehicles. A portable toilet will be provided on site for the use of persons sleeping in the parking lot.

Contractor shall coordinate and manage the City-owned areas designated for overnight sleeping; issuing and monitoring permits, accepting applications as attached and included herein as Exhibit E, abiding by the policies and procedures attached and included herein as Exhibit F, and coordinating the provision of portable toilets and general clean-up of the areas. Spaces in the City-owned parking lots will be assigned by Contractor. Persons sleeping overnight at a site may stay for the length of time designated for that particular site. All Rules and Regulations specific for each site must be followed.

Facilitator

Contractor shall provide facilitation/mediation services citywide relating to overnight sleeping. The facilitator will assign spaces, maintain order, and provide day-to-day management of activities and upkeep of the City-owned sites.

For private sites, religious institutions, businesses, and single family residences, facilitator will be available to resolve conflicts between property owners, tenants and overnight sleepers. Contractor will provide placement hotline services for overnight sleepers seeking sites from Monday through Friday from 8:00 a.m. - 5:00 p.m.

Facilitator will summon a police officer whenever a resolution cannot be reached. Facilitator shall not use force in the detention of persons unless that force is necessary for the protection of a person from bodily harm and a police officer cannot be summoned quickly enough to provide that protection. Facilitator will summon an ambulance from Emergency Medical Services whenever emergency medical treatment is needed. Facilitator shall not provide emergency medical transportation to injured or sick persons except at the express direction of Emergency Medical Services personnel. Facilitator may provide first aid to persons in need and may provide basic life support to persons before the arrival of fire fighters or emergency medical technicians.

All persons performing the services of Facilitator shall obey all provisions of federal, state and local law and regulations while on duty. No such person shall use alcohol or illegal drugs while on duty or report to duty with any noticeable presence of effects of alcohol or drugs.

On Street Complaints

A. Program Goals:

1. Complaint Reduction: The number of community complaints regarding homeless campers in violation of the ordinance will be reduced over time.
2. Citation Reduction: The number of citations given by the EPD to campers in violation of the ordinance will be reduced over time.
3. Community Satisfaction: Community members will feel their complaints are heard and responded to in a timely fashion yielding customer satisfaction.

B. Process for addressing on-street complaints

The facilitator will, on each work day, receive a list of complaints from police. These will be identified by "QA" numbers.

The facilitator will report back to police within two business days on the status of each QA.

Contractor and the City recognize that both the homeless campers and the owners and occupants of property have needs that need to be addressed. The facilitator will inform all suspected campers that camping is illegal in Eugene and will provide them a notification to that effect with a form to be provided by the City. The facilitator should attempt to provide the suspected camper information about access to social services and housing services that may be available. The

notification form will either be handed to the suspected camper, put under a windshield wiper, on a camper door or placed in some other obvious location.

The City and Contractor will negotiate the use of a simple form, filled out by the facilitator that tracks and enumerates campers and suspected campers.

C. Program Evaluation

Goal #1: Complaint Reduction: Method: QA #'s will be tallied by Contractor staff at the end of each quarter to evaluate if they are increasing or decreasing.

Goal #2: Citation Reduction: Method: Citations will be tallied by EPD each quarter to evaluate if they are increasing or decreasing.

Goal #3: Community Satisfaction Method: Twice per year a random sample of complainants will be surveyed by telephone regarding their sense of satisfaction or dissatisfaction with the way in which their complaint was handled. This survey will be administered by either Contractor or City staff.

Site Recruitment

Time permitting, Contractor shall market the overnight sleeping program, encouraging churches, public entities, private nonprofit organizations, and private enterprises to host one to three vehicles on their property for overnight sleeping.

D. Cooperative Planning Requirements

Contractor recognizes that planning with the City and other local agencies is essential to the success of this homeless project. Contractor agrees to attend and participate in meetings and planning efforts initiated by City and to provide all data which may be required by City. Contractor agrees to maintain open and responsive working relations with all City departments.

**Exhibit C
Overnight Parking Program Budget
FY 2015-2016**

Expenses	Source of Funds		
	Budget	City	SVDP
Program Coordinator			
1 FTE @ \$16.00/hr	\$ 44,148.00	\$ 44,148.00	
Fringe @ 24%	\$ 7,248.00	\$ 7,248.00	
Portable Toilets \$2,000/mo	\$ 62,880.00	\$ 57,880.00	\$ 5,000.00
Sanipac/Lane Co Dump	\$ 20,616.00	\$ 20,616.00	
Telecommunications	\$ 660.00	\$ 660.00	
Mileage/Transportation	\$ 3,060.00	\$ 3,060.00	
Supplies	\$ 588.00	\$ 588.00	
Equipment/Repairs	\$ 600.00	\$ 600.00	
Towing	\$ 0.00	\$ 0.00	
Photocopies/Printing	\$ 0.00	\$ 0.00	
Insurance	\$ 4,200.00	\$ 4,200.00	
Administration	\$ 0.00	\$ 0.00	
TOTALS	\$ 144,000.00	\$ 139,000.00	\$ 5,000.00

Exhibit D

Compensation Schedule

COMPENSATION BASE

The consideration which City shall pay to Contractor, for both the Work performed by Contractor and the expenses incurred by Contractor in performing the Work, shall not exceed \$139,000.00 based on the schedule of rates described in the attached Budget, Exhibit - C. City shall make progress payments, based on monthly invoices from Contractor, together with a progress report containing a summary of the Work completed for which payment is requested. City's payment shall be made within 30 days after Contractor statement. Contractor shall be entitled to reimbursements as specified in the attached Budget, Exhibit - C. All reimbursement requests shall be properly documented and submitted in accordance with City requirements.

INVOICES

Contractor to send invoices by mail or email to the following:

City of Eugene
PO Box 11110
Eugene, OR 97440
AP@ci.eugene.or.us

Contractor should include the following routing number on the invoice: 4468.

Exhibit E
Overnight Sleeping License/Permit

The City of Eugene issues a license/permit ("license") for overnight sleeping on City-owned property located at, _____ to _____ (Licensee) based on his/her agreement of the following terms and conditions:

- A. I have received a copy of the "Ground Rules and Procedures". I have read them or have had them read to me. I understand these ground rules and agree to abide by them while sleeping overnight at the City-owned site.
- B. I understand that I may continue to sleep overnight at this location for _____ (hours/days/weeks/months) provided that I am issued a permit license and all rules and regulations are followed. All Ground Rules and Procedures must be followed. Alcoholic beverages and open fires are prohibited.
- C. I understand that my permission to sleep in this designated area may be revoked at any time for any reason. When I leave this site, I will take my vehicle and possessions.
- D. I will not interfere with the operations or patrons of this City-owned parking lot. I understand that if problems are caused for these patrons, permission for overnight sleeping will be revoked.
- E. I understand that the City cannot provide security for my valuables or possessions. I will take responsibility for securing my possessions from loss, damage, or theft.
- F. I agree to respect city property and the possessions of other overnight sleepers. I will do no harm to any of the plants or structures in the area.
- G. I agree to follow the directions of the Facilitator while at this overnight sleeping site.
- H. I understand that the site has limited space and resources and that the overnight sleepers are living in close quarters under difficult conditions. I will be considerate of my fellow overnight sleepers and will do my best to keep the area clean and peaceful.
- I. I understand that dogs and other pets are strictly forbidden and will be confiscated by the City or Lane County Animal Regulation. An assistance dog, such as a Seeing Eye dog, will only be allowed if permission is specifically granted in writing by the City manager or his designee.
- J. I understand that I must leave the parking site and remove my vehicle and all my belongings when asked to leave by the Facilitator or when my allotted time has expired. I also understand that my failure to leave will then be considered trespassing, that my actions may be reported to the Eugene Police Department and that my vehicle may be towed and belongings removed at my expense.
- K. All waste water, including all gray water (such as dish, bath/shower, utensil or equipment cleaning water) must be collected and disposed of into a sanitary wastewater fixture or unit. No tenant may discharge any wastewater, including gray water, onto the pavement or ground by a hose, from containers, or by any other means. Tenants, who are found to be improperly disposing wastewater, including gray water, are subject to having their permit revoked.

I understand the City of Eugene may not renew this license should it be determined that I failed at any time to meet any of the terms or conditions of this license. Neither the City of Eugene nor Contractor guarantees the condition of the City-owned site or the safety of its licensees.

Licensee agrees to hold the City of Eugene and Contractor, their officers, agents and employees harmless from any injury to person or damage to property arising out of or in any way related to the use of the City-owned parking lot for overnight sleeping.

I _____ (Licensee), have read and understand the foregoing terms of this license and agree to abide by them and by all Ground Rules and Procedures, and applicable laws and ordinances.

Licensee Signature and ID (Driver's License No. etc.)

St. Vincent de Paul Staff Signature

Date

date

Exhibit F

Guidelines for Overnight Sleeping on City-Owned Sites Facilitated by Contractor

Ground Rules and Procedures

Ordinance No. 20130 authorizes overnight sleeping, for no charge, in parking lots of public entities. Public entities may grant permission for up to three vehicles for any one night at each individual site. Several City-owned parking areas, located citywide, have been designated as areas where homeless people may legally sleep in their vehicles.

ELIGIBILITY AND REGISTRATION

1. Anyone, individuals or families, living in a motor vehicle (car/truck/trailer able to be moved to and from the site under its own power) is eligible.
2. Each City-owned site may designate permission to a maximum of three vehicle spaces on any one night at each individual site. The number of permitted spaces may differ from site to site. This site, located at _____, permits ____ vehicle(s) on site for overnight sleeping.
3. Spaces at sites are assigned through Contractor. Persons wishing to sleep overnight in their vehicles on City-owned sites must register daily by 2:00 p.m. that afternoon with Contractor and be issued a license/permit ("license") before taking a space. Each overnight sleeper, age sixteen or older, must register, review the ground rules and agree to abide by them to receive a license to stay at a City-owned site.
4. Anyone under age sixteen must be accompanied and supervised by an adult.
5. License must be displayed on the front windshield within open view, in the vehicle, at all times when on a site.
6. Dogs and other pets are strictly forbidden and will be confiscated by the City or Lane County Animal Regulation. An assistance dog, such as a Seeing Eye dog, will only be allowed if permission is specifically granted in writing by the City manager or his designee.

HOURS AND LENGTH OF STAY

1. Vehicles are allowed on the site for overnight sleeping from _____ to _____ each day.
2. Individuals and their vehicles are allowed to stay at this site, for no more than _____ hours/days/weeks/months, provided they continue to receive an issued license and abide by all the rules.

SUPPORT SYSTEMS/CLEAN UP

1. Portable toilets and garbage bags will be available. Overnight sleepers must use the sanitation system provided or their own sanitation system, if installed in their vehicle.
2. Garbage will be disposed of on the site arranged for such disposal.
3. Overnight sleepers are responsible for keeping their space clean and helping to keep the entire site clean.
4. If there is any problems with the systems provided at the site, notify Contractor by calling 606-9979.

BEHAVIOR

1. No violent or aggressive behavior, physical or verbal abuse, vandalism, panhandling, gambling or offensive behavior.
2. No use or brandishing of weapons. No carrying firearms on the site.
3. No consumption of alcohol or illegal drugs. No open containers of alcoholic beverages.
4. No loud noises or music.
5. Disputes between overnight sleepers will be brought to Contractor for facilitation.
6. No children will be left unattended in a vehicle, or at the site.
7. It is not permissible to invite other people's vehicles to spend the night at a nearby parking spot.

SITES

1. Overnight sleeping in vehicles is allowed only in assigned spaces on a site.
2. Vehicles and possessions will be kept within the boundary lines of individual spaces.
3. No structures can be erected on a site.

FACILITATOR

1. A Contractor Facilitator can be reached Monday through Friday from 8:00 a.m. to 10:00 p.m. at 541-606-9979. On Saturday and Sunday, a Facilitator can be reached from ___ to ___ at _____.
2. The Facilitator will be available to assist overnight sleepers who have questions, problems or complaints.
3. Overnight sleeping resources are very limited. The Facilitator can give overnight sleepers information about and referral to what is available in the community.

MISCELLANEOUS

1. Cook stoves installed in vehicles are permitted. No open fires. No wood fires.
2. No pets or animals are permitted on site.
3. Any vehicle left unattended for ___ hours will be considered abandoned and the process will be started for having it towed away.
4. Overnight sleepers will abide by the laws of the City of Eugene and any applicable regulation.
5. Licensed overnight sleepers are responsible for their guests abiding by the rules. Anyone staying after 9:00 P.M. must register and obtain a license for the site, if space is available, or leave the site. Only licensed individuals may sleep overnight at the site.
6. Violation of these ground rules will lead to action, ranging from a warning to having to leave the site, and/or being in violation of the ordinance, punishable by fine or confinement in jail, or both.
7. Individuals must leave the property immediately, if their overnight sleeping license is revoked.

**POLICY
410**

**EFFECTIVE
DATE
071514**

Eugene Police Department



Prohibited Camping Enforcement

410.1 PURPOSE AND SCOPE

This policy is designed to provide guidance and guidelines on handling incidents of illegal camping within the city. Applicable sections of the Eugene City Code are 4.815, 4.816 and sections 5.693 through 5.705 which govern the impoundment of vehicles.

410.2 CAMPING IN VEHICLES

A person may violate EC 4.815 if a vehicle is being used as a temporary place to live, is on public property, and meets the definition of a "campsite" as defined in the ordinance. It is not a violation merely to sleep in a vehicle parked at the side of the road.

We will deal with camping in vehicles only when a complaint is received. All complaints in which the sole issue is illegal camping will be referred to the City's contract facilitator. If he or she is unable to resolve the matter, it will then be referred to Patrol for dispatch and enforcement.

If an illegal camping incident is referred to you, you may cite the person in lieu of custody. You may make a custody arrest (consistent with other department policies) only if the violation is a "willful violation" as defined in EC 4.990. In order for the offense to be a willful violation, you must show that:

- a. The person was cited for a violation of EC 4.815 within 30 days preceding the current violation, *or*
- b. The person was issued a written warning that he or she was violating EC 4.815 by a peace officer or other person authorized by the City Manager to give such warnings.

If you issue a warning, use the "PUBLIC NOTICE OF ILLEGAL CAMPING" form and document the warning in a Field Interview Report so that appropriate follow-up action can be taken.

If you tow the involved vehicle, use the Impound Report Form and:

- a. Ensure the appropriate warnings or prior enforcement action has taken place.
- b. On the front of the form, check the box marked "Prohibited Camping Willful Violation, EC 4815, 4.990(B)".

If the violator is present, deliver a copy of the Impound Report and notify them of the important information on the reverse side of the form, specifically:

- They have the right to challenge the validity of the tow in Municipal Court.

- They are excluded from paying the administrative fee for the recovery of the vehicle.

Copies of Impound Reports are faxed to the Administrative Assistant responsible for tow notifications in order for the following procedures to be completed:

- a. Mail a cover letter and copy of the Release Instructions via certified mail within 48 hours (excluding Saturdays, Sundays and Holidays) to the registered owner of the vehicle, and to any lessor or security interest holder.
- b. The cover letter will include the following information:
 - Eugene Police Department listed as the impounding agency
 - The location of the impounded vehicle
 - A description of the release procedures and information on how to request a hearing to contest the validity of the impoundment.
 - A statement the vehicle is subject to towing and storage fees and that the vehicle and its contents are subject to a lien to cover those costs.
- c. The Administrative Assistant will ensure the mailing date of these letters is tracked.

410.3 CAMPING ON PRIVATE PROPERTY

Camping on private property without an owner's consent will be handled as a trespass complaint. Owners of private property may allow individuals to camp upon their property, provided they do so in a manner consistent with provisions of EC 4.816 (Permitted Overnight Camping). Other camping done on private property may violate zoning ordinances. In this case, contact the Planning and Development Department of the City of Eugene.

410.4 CAMPING ON PUBLIC PROPERTY

Except in City parks or in cases involving a vehicle as noted above, when you intend to enforce the Prohibited Camping Ordinance (EC 4.815) at a location that is not already posted with a "Prohibited Camping" sign, do the following:

- a. If the campers are present, warn the violators about the camping prohibition and inform them they may be issued a citation for prohibited camping if they are still camping after 24 hours have elapsed.
- b. Post the area with a notice in English and Spanish advising the violators they have 24 hours to cease camping or be subject to a prohibited camping citation. (This same notice will list a local agency that delivers social services to homeless individuals. If there is no place to post the notice, give it directly to the violator.)
- c. Notify the agency listed on the posting of the campsite's location.
- d. Obtain a case number and prepare a report titled Prohibited Camping. Prepare a follow up report once you have made a second visit to the campsite.

The 24-hour notice requirement described above does **NOT** apply when:

- a. You suspect illegal activities aside from the prohibited camping are occurring.
- b. An emergency such as when the site presents an immediate threat to human life or safety.
- c. The area is currently posted with a "Prohibited Camping" sign or you have documentation establishing that the Prohibited Camping sign was illegally removed within the last 24 hours.

Once the 24-hour period has elapsed you may issue prohibited camping citations to the people that are still engaged in prohibited camping.

A person is engaged in prohibited camping if he or she sets up or remains in or at a campsite. A campsite is any place where any bedding, sleeping bag, or other material used for bedding purposes, or any stove or fire is placed, established or maintained for the purpose of maintaining a temporary place to live, whether or not such place incorporates the use of any tent, lean-to, shack, or any other structure, or any vehicle or part thereof.

If you issue a citation for prohibited camping, photograph the campsite as evidence of the prohibited camping.

Campers in City Parks

Campers found in City parks during hours the parks are closed may be cited or arrested for violation of park rules.