

RESOLUTION NO. 1682

A RESOLUTION APPROVING AN AGREEMENT WITH ROGUE RETREAT FOR PROVISION OF HOMELESS SHELTER BEDS AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE ADDITIONAL TERMS

RECITALS:

- A. Rogue Retreat, an Oregon nonprofit corporation, has successfully administered homeless shelter programs in Jackson County.
- B. Jackson County conducted its Annual Point in Time Count ("PIT") which identified that at a given time the City of Central Point has up to 5 homeless individuals residing in City limits. The PIT count is consistent with the City's empirical evidence.
- C. The City of Central Point does not currently operate its own homeless shelter and desires to enter into an agreement with Rogue Retreat to ensure shelter beds are available in Jackson County for those homeless individuals in City limits that are willing to accept services and to ensure that the City has available a designated location(s) in which homeless individuals can be warm and dry and are afforded basic sanitation and sleeping arrangements.

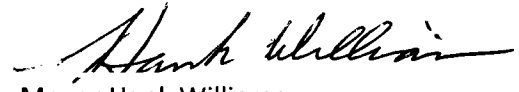
The City of Central Point resolves:

Section 1. The attached Agreement for Homeless Shelter Beds Between the City of Central Point and Rogue Retreat (the "Agreement"), in substantially the form attached hereto as Exhibit "A" is approved.

Section 2. The City Manager is hereby authorized, on behalf of the City, to finalize the terms of the attached Agreement without further action by the City Council.

Section 3. The City Manager is hereby authorized, on behalf of the City and without further action by the City Council, to execute the attached Agreement and to perform all necessary acts, sign all necessary documents, and complete any other necessary matters in order to effectuate this Resolution.

Passed by the Council and signed by me in authentication of its passage this 26th
day of August, 2021.



Mayor Hank Williams

ATTEST:

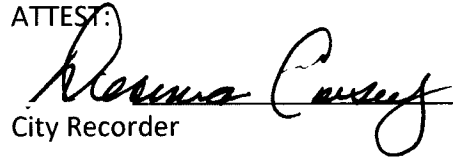

City Recorder

Exhibit A to Resolution

**AGREEMENT FOR HOMELESS SHELTER BEDS
BETWEEN
THE CITY OF CENTRAL POINT AND ROGUE RETREAT**

This Agreement (“Agreement”) is entered into between the City of Central Point, a municipal corporation (“City”) and Rogue Retreat, an Oregon nonprofit corporation (“Rogue Retreat”), in consideration of the mutual benefits, terms and conditions hereafter specified.

WHEREAS, Rogue Retreat is a nonprofit entity that has successfully administered multiple homeless shelter programs in Jackson County, including the Urban Campground, Hope Village, and the Kelly Shelter (the “Shelter Premises”);

WHEREAS, Jackson County has conducted its Annual Point in Time Count (“PIT”) to identify homeless or unhoused persons in Jackson County, and the PIT identified that at any given time, the City has 5 or less homeless or unhoused persons residing in City limits. The PIT count is consistent with the City’s historical/empirical evidence;

WHEREAS, the City desires that all homeless or unhoused persons in City limits are afforded a location in which to keep warm and dry and are afforded basic sanitation and sleeping arrangements; and

WHEREAS, the City desires to contract with Rogue Retreat to provide homeless shelter beds in Jackson County;

NOW THEREFORE, the parties agree as follows:

- 1. Provision of Shelter Beds.** Rogue Retreat agrees to provide five (5) homeless shelter beds for homeless or unhoused persons transported by the City of Central Point at any of its available shelters, campgrounds, or housing facilities at any given time. The appropriate shelter space shall be determined by Rogue Retreat given its availability, needs of the person being housed and other relevant criteria. The scope of the services is further described in Exhibit “A” incorporated herein by reference.
- 2. Point of Contact.** Rogue Retreat will designate a point of contact who shall be responsible for communications with the City’s police department for shelter needs, including but not limited to, assistance with training, education and homeless intake.
- 3. Term.** Unless extended or earlier terminated under this Agreement, the term of this Agreement is from _____, 2021 through _____ 2022. Thereafter,

this Agreement will renew automatically for successive one-year terms unless one party notifies the other party at least 45-days prior to the end of the then effective Term of its intent not to renew.

4. Payment. City shall pay Rogue Retreat an annual fee of \$60,000.00 for provision of shelter beds and services each term. Payment shall be due on an annual basis, at the start of each Term.

5. Additional Shelter Beds. In the event the City should require more than 5 shelter bed spaces at any given time, Rogue Retreat agrees to use best efforts to accommodate City's temporary need. In such event, Rogue Retreat shall invoice City for those additional costs as follows:

5.1. **1 bed:** \$ _____ /per day (need to discuss flat rate? Vary with facility?)

6. Reporting.

Quarterly, Rogue Retreat will provide to the City a report summarizing client numbers and demographics for shelter services, the types of services provided to each person transported by City.

7. Insurance.

7.1. **Rogue Retreat's Insurance.** During the Term, Rogue Retreat shall obtain and keep in force, policies of insurance as follows:

7.1.1. **Workers' Compensation Insurance** for employees and covered volunteers in an amount or amounts that are not less than the required statutory minimum(s) as established by the State of Oregon.

7.1.2. **Commercial Automobile Liability Insurance** providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence.

7.1.3. **General Commercial Liability Insurance** in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and aggregate of not less than two (2) times the occurrence amount (\$2,000,000) for bodily injury, including death and property damage. Rogue Retreat shall name City as additional insured and shall provide evidence of such insurance coverage by way of an endorsement reflecting that insurance follows these requirements.

7.2. **City's Insurance.** During the Term, City shall obtain and keep in force, policies of insurance as follows:

- 7.2.1. Workers' Compensation Insurance for employees and covered volunteers in an amount or amounts that are not less than the required statutory minimum(s) as established by the State of Oregon.
 - 7.2.2. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence.
 - 7.2.3. General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and aggregate of not less than two (2) times the occurrence amount (\$2,000,000) for bodily injury, including death and property damage, unless a greater amount is specified in the contract.
- 7.3. Failure by either party to take or maintain any required insurance shall not relieve such party from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

8. Indemnity

- 8.1. By City. City shall indemnify, defend, and hold harmless Rogue Retreat and its managing agents and employees from any claim, liability, damage, or loss, or any cost or expense in connection therewith (including reasonable attorney fees), arising out of (a) any damage to any person or property occurring in, on or about the Shelter Premises as the result of the negligence or willful misconduct of City or its directors, officers, employees, contractors, agents, invitees, and volunteers (collectively, "City Parties"); and/or (b) City's or any City Party's breach or violation of any term of this Agreement. City's liability and obligations under this Section 7 and this Agreement are subject to the limitations and conditions of the Oregon Constitution, Article XI, Sections 7 and 10, and the Oregon Tort Claims Act, including specifically subject to and within the financial limits and conditions set forth at ORS 30.272 for local public bodies and at ORS 30.273 for public bodies.
- 8.2. By Rogue Retreat. Rogue Retreat shall indemnify, defend and hold harmless the City Parties from any claim, liability, damage or loss, or any cost or expense in connection therewith (including reasonable attorney fees) arising out of (a) any damage to any person or property occurring in, on or about the Shelter Premises as the result of the negligence or willful misconduct of Rogue Retreat or its directors, officers, members, managers, employees, contractors, agents, and invitees (collectively, "Rogue Retreat Parties"); and/or (b) Rogue Retreat's or any Rogue Retreat's breach or violation of any term of this Agreement.

8.3. Survival. The provisions of this Section 6 shall survive the expiration or termination of this Agreement.

9. Termination.

8.1 In the event City revenue is inadequate to fully fund this Agreement, the City reserves the right to negotiate with Rogue Retreat for appropriate amendments to this Agreement, or to unilaterally terminate all or a portion of this Agreement but providing 30-days prior written notice to Rogue Retreat.

8.2 In the event federal or state law or regulation renders it illegal for a jurisdiction to house homeless individuals outside that jurisdiction's boundaries, the City may unilaterally terminate this Agreement effective upon 10-days prior written notice.

8.3 In the event Rogue Retreat revenue is inadequate to fully fund its shelter facilities, Rogue Retreat reserves the right to negotiate with City for appropriate amendments to this Agreement, or to unilaterally terminate all or a portion of this Agreement, by providing 30-days prior written notice to City.

9. Independent Contractor. Rogue Retreat and the City agree that Rogue Retreat is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create a relationship of employer/employee, joint venture, or partnership between the parties hereto. Neither Rogue Retreat employees nor City employees shall be entitled to any benefits accorded to employees of the other party by virtue of the services provided pursuant to this Agreement.

10. Notices.

10.1 Notices. Any notice authorized or required to be provided under this Agreement shall be provided by email as set forth in the subsections to this Section 10 and shall be deemed effective as notice under this Agreement at the time sent if sent between the hours of 8am and 5pm, otherwise effective at 8am the following day.

10.1.1 Rogue Retreat. Notices to Rogue Retreat shall be delivered to the following addresses, as may be changed from time to time upon written notice to City:

Rogue Retreat
Chad McComas
711 East Main Street Suite #25
Medford, Oregon 97504

10.1.2 City. Notices to City shall be delivered to the following addresses, as may be changed from time to time upon written notice to Rogue Retreat:

City of Central Point
Chris Clayton

140 S. 3rd Street
Central Point OR 97502

11. Attorney Fees; Waiver of Jury Trial; Venue.

11.1 If suit or action is instituted in connection with any controversy arising out of this Agreement, including any bankruptcy proceeding, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court may adjudge reasonable as attorney fees at trial and on all appeals or petition for review arising out of such suit or action. **DISPUTES BETWEEN THE PARTIES WHICH ARE TO BE LITIGATED SHALL BE TRIED BEFORE A JUDGE WITHOUT A JURY AND ROGUE RETREAT AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHT TO REQUIRE THAT ANY DISPUTE UNDER THIS AGREEMENT BE HEARD BEFORE A JURY.**

11.2 Each and every claim, demand, action or other form of proceeding of any kind (including but not limited to any appeal, petition for review, or bankruptcy proceeding) instituted in connection with any controversy arising out of this Agreement (“Claim”) shall be brought and conducted within the Circuit Court of Jackson County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively by bench trial within the United States District Court for the District of Oregon located in Medford, Oregon. In no event shall this Section be construed as a waiver by either Party of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court.

12. Compliance with Laws. Rogue Retreat shall, in performing the services contemplated by this Agreement, faithfully observe, and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered un this Agreement.

13. Governing Law. This Agreement shall be construed and interpreted, and the rights of the parties determined in accordance with the laws of the state of Oregon (without reference to the choice-of-law provisions of Oregon law); provided further, that respect to matters of law concerning the internal corporate affairs of any corporate entity which is a party to or the subject of this Agreement, and as to those matters, the law of jurisdiction under which such entity derives its powers shall govern.

14. Assignment. Rogue Retreat shall not assign any of the services covered by this Agreement without the express written consent of City.

- 15. Nonwaiver.** No delay by either Party in promptly enforcing any right or remedy set forth in this Agreement shall be deemed a waiver thereof, and that right or remedy may be asserted at any time after the delaying Party becomes entitled to the benefit of such right or remedy notwithstanding such delay.
- 16. Time of the Essence; Holidays.** Time is of the essence of each and every provision hereof. The term “day” shall mean calendar day unless expressly specified to mean a business day in a given instance under this Agreement; for any deadlines established on a business-day schedule under this Agreement, if the final date of any period of time so set forth occurs on a Saturday, Sunday or legal holiday, then in such event, the expiration of such period of time shall be postponed to the next day which is not a Saturday, Sunday or legal holiday.
- 17. Complete Agreement; No Implied Covenants.** This Agreement contains the entire agreement of the Rogue Retreat and City concerning the provision of shelter beds, and all prior written and oral agreements and representations between the Parties are void. Rogue Retreat and City agree that there are no implied covenants or other agreements between the Parties except as expressly set forth in this Agreement. Neither Rogue Retreat nor City is relying on any representations of the other Party except those expressly set forth herein.
- 18. Counterparts.** This Agreement, and any amendment thereof, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement:

ROGUE RETREAT

By
Title:

Date:

CITY OF CENTRAL POINT

By
Chris Clayton, City Administrator

Date:

Res. No. ; August 26, 2021

EXHIBIT A

Scope of Services

1. Programs. At the time of this Agreement, Rogue Retreat provides different programs for homeless persons that are detailed below with different priorities:
 - A. Urban Campground. The Urban Campground is an entry-level tent and Pallet shelter safe haven of 48 sites for homeless coming directly from the streets and referred by the Medford City Police Department Livability Team. Guests receive meals donated by local restaurants and donors as well as wrap-around social services from community partners.
 - B. Hope Village. Hope Village is a transitional supportive housing program for homeless men, women, and couples in a community setting of attractive, well designed and insulated tiny house duplex units and shared facilities. Shared facilities include a kitchen trailer, a restroom and shower trailer, laundry room, a community center, a park area, a dog park to care for their service animals, and a vegetable garden. The village is safe, sanitary, gated and supervised by on-site staff and an overnight camp host. Daily village chores and weekly house inspections teach them how to care for their living unit and become good future tenants and neighbors.
 - C. Kelly Shelter. The Kelly Shelter is under the guidance and direction of the Kelly Shelter Steering Committee, made up of local churches, agencies, and concerned citizens. The daily operations are managed by the Shelter Manager under the supervision of the Rogue Retreat Program Director. Each shift is hosted by paid, trained employees.
 - D. Restart Retreat. Restart Retreat is Rogue Retreat's affordable housing second chance renters' program for those who are homeless and need a fresh start. Participants in this program already have a consistent, reliable source of income and can afford to pay an affordable rent, but due to less than desirable credit/rental/criminal histories, they find it difficult finding a landlord in the community who are willing to take a risk and rent to them. Participants are responsible for paying the full rent and agreeing to the Rogue Retreat Participation Contract.
 - E. Heart Village. Heart Village is a joint transitional housing partnership between Addictions Recovery Center, Inc. (ARC) and Rogue Retreat. Heart Village will be an actively collaborative partnership between ARC and Rogue Retreat based on the tried-and-true model of Rogue Retreat's Hope Village and augmented by ARC's assessment, treatment and recovery support services for people needing substance use or co-occurring mental health disorder treatment.
2. Homeless Shelter Operations.
 - A. Shelter Operations.

- B. Case Manager.
- C. Hours.
- D. Beds. The total number of beds for clients will be .
- E. Meals.
- F. Other services.
- G. Rule of Conduct.
- H. Compliance. Rogue Retreat will operate the Shelter in compliance with applicable federal, state, and local rules, regulations, and permits.