

Council Business Meeting

December 6, 2022

Agenda Item	Contracting for Severe Weather Emergency Shelter Services	
From	Joseph Lessard	City Manager
Contact	Joe.lessard@ashland.or.us 541-552-2103	

SUMMARY

City Staff has been in communication with several non-profit organizations that provide homeless services who might be willing to consider contracting with the City to provide severe weather emergency shelter coordination/operations and insurance coverage. Options for Helping Residents of Ashland (ORHA) has indicated that they are willing to take this request to their board for approval. OHRA has been kind enough to provide City staff with a rough outline of how that organization would operate and staff emergency winter shelter activity if OHRA were to take on the responsibility of becoming the non-profit sponsor for emergency shelter coordination.

POLICIES, PLANS & GOALS SUPPORTED

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND AND ADDITIONAL INFORMATION

The City has supported a shelter coordinator in the past through a contract with a non-profit organization. In 2017 and 2018 the City contracted with OHRA to oversee the winter shelter program which included provisions for emergency shelter services. The Housing and Human Services Commission and City staff are recommending that the City do so again. A contract with a non-profit service provider removes the City from liability for operation of emergency sheltering activities, as the City's insurance policy does not presently cover such activities. Contracting with a non-profit organization to coordinate sheltering activities provides City staff and community partners both continuity and efficiency in the process.

Should OHRA enter a contract with the City for emergency winter shelter operations, the model that OHRA proposes would provide services which would include paid shelter staff as well as ongoing volunteer coordination, paid fire watch staff, securing a location to hold the shelter, connection to the resource center and navigation services for shelter participants. Insurance coverage for the activity and coordination with City staff and the community around sheltering events.

FISCAL IMPACTS

The City has not received any formal proposals that address the potential for providing emergency weather shelter operations. City staff has looked at three years' worth of temperature data to provide the Council with an average number of days that a shelter might need to be called for alternative temperature thresholds. The fiscal impacts range based on the temperature thresholds, estimated number of times an emergency shelter is enacted and potential daily operating costs.

Potential Daily Operational Cost	20 Degree Threshold (3-Yr Avg = 5 Days)	25 Degree Threshold (3-Yr Avg = 37)	28 Degree Threshold (3-Yr Avg = 72)	32 Degree Threshold (3-Yr Avg = 106)
\$1,000	\$5,000	\$37,000	\$72,000	\$106,000
\$1,500	\$7,500	\$55,500	\$100,000	\$159,000
\$2,000	\$10,000	\$74,000	\$144,000	\$212,000

Averages were taken from data compiled by the National Weather Service, Historical records over a five-month period from November through March for 2019, 2020, and 2021. Averages are based on temperature alone, and do not include incidents of inclement weather that may have occurred outside the of the temperature ranges listed above.

STAFF AND COMMISSION RECOMMENDATION

City staff the Housing and Human Services Commission recommend that the Council contract with a non-profit organization to provide emergency shelter coordination and oversight.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

An additional and corresponding item has been included on the Dec. 6th Council agenda to address the budgetary impacts of authorizing staff to move forward with a contract. This additional item, 2021-23 BN Supplemental Budget and Resolution, requests the City Council appropriate additional funds to Community Development to provide for contracted severe weather emergency shelter services.

Subject to the Council appropriating funding for sever weather emergency shelter services:

I move to authorize the City Manager to execute a contract with a nonprofit organization for Emergency Shelter Coordination Services utilizing funding appropriated for that purpose to cover the cost of the activity in a not to exceed amount.

REFERENCES & ATTACHMENTS

- 2017 OHRA Emergency Shelter agreement

CITY OF ASHLAND

AGREEMENT FOR COORDINATING SUPPLY OF EMERGENCY SHELTER SERVICES BETWEEN THE CITY OF ASHLAND AND OPTIONS FOR HOMELESS RESIDENTS OF ASHLAND

This Agreement is made by and between THE CITY OF ASHLAND, an Oregon municipal corporation (“City”), and OPTIONS FOR HOMELESS RESIDENTS OF ASHLAND (“OHRA”), a 501(c)(3) corporation registered in Oregon.

RECITALS

- A. City and OHRA enter into this Agreement to identify their roles and responsibilities for providing emergency shelter services to vulnerable persons and families at risk who require safety and protection from exposure to extreme weather conditions.

NOW, THEREFORE, in consideration for the mutual benefits and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. RECITALS. The recital set forth above is true and correct and is incorporated herein by this reference.
2. TERM. This Agreement shall be effective on December 22, 2017 (the “Effective Date,”) and, unless sooner terminated as provided herein, shall continue in full force and effect until June 30, 2018.
3. BUDGET LIMITS. The cost to the City shall not exceed **\$2,386.00** (two thousand three hundred and eighty-six dollars), plus **\$500.00** (five hundred dollars) for each declared shelter emergency day in excess of three (3) days.
4. OHRA RESPONSIBILITIES. OHRA shall use its best efforts to achieve the following objectives during the period of this Agreement:
 - 4.1 During the term of this Agreement, on each day City declares a shelter emergency per Resolution No. 2013-04, OHRA shall make all arrangements and commitments necessary and sufficient to have paid or volunteer persons at a City-designated shelter site to operate the emergency shelter pursuant to the policies, terms, and

conditions set forth in Resolution No. 2013-04 which is attached hereto as Exhibit A and incorporated herein by this reference.

- 4.2 OHRA will identify an Emergency Shelter coordinator(s), who will be paid for securing workers and providing notice on each shelter emergency day.
- 4.3 OHRA will maintain a roster of individuals willing to staff emergency shelters.
- 4.4 When a shelter emergency is declared, OHRA will provide at least two (2) trained shelter workers to staff the Emergency Shelter.
- 4.5 OHRA shall ensure that Emergency Shelter workers meet the same requirements as volunteer workers in the Winter Shelter Program described in Resolution No. 2016-34 attached hereto as Exhibit B and incorporated herein by this reference, including passing criminal background checks and receiving training on the emergency plan, mental health plan, and emergency communications for the shelter. All workers and volunteers at the Emergency Shelter shall execute waivers of liability, in a form reasonably acceptable to the City, releasing the City from any and all liability for any personal injuries to them and damage to any personal property.
- 4.6 OHRA shall ensure compliance with the Ashland Municipal Code (AMC) by paying a living wage, as defined in AMC Chapter 3.12, to all persons paid to perform any work under this Agreement and to any subcontractor paid to perform 50% or more of the service work under this Agreement. (The City-mandated living wage is \$14.81 per hour effective July 1, 2017.) OHRA is also required to post the living wage notice attached hereto as Exhibit C predominantly in areas where all of its employees will see it.
- 4.7 OHRA will bill City for cost of shelter workers and coordinator(s) at actual cost for each day of shelter operations in excess of the original three (3) days allotted hereunder. If there are fewer than three (3) Emergency Shelter days during the term of this Agreement, OHRA will be allowed to keep the unspent balance of the City's payment obligation set forth Subsection 5.2 of this Agreement, to use for homeless services, consistent with its mission.

5. CITY OBLIGATIONS. The City shall declare a shelter emergency upon forecasted conditions set forth under the City's Resolution 2013-04.

- 5.1 City will undertake reasonable efforts to provide a building in which the Emergency Shelter can be held.
If the City is unable to provide a building for the Emergency Shelter, OHRA shall be responsible for finding a suitable location for the Emergency Shelter.
- 5.2 City will pay OHRA **\$2,386.00** (two thousand three hundred and eighty-six dollars) within ten (10) business days of execution of this Agreement by the City. In addition, upon receipt of billings from OHRA, City will pay OHRA **\$500.00** (five

hundred dollars) for each declared shelter emergency day in excess of three (3) days falling within the term of the Agreement.

5.3 The City will ensure that money is budgeted and available to make payments to OHRA as provided in this Agreement.

6. PAYMENT. This Agreement involves the payment of money from the City of Ashland to OHRA for emergency shelter services. All payments made to OHRA under this Agreement shall be sent to the following address:

Options for Homeless Residents of Ashland
P.O. Box 1133
Ashland, OR 97520

7. PERSONNEL. No employees will be transferred pursuant to this Agreement. OHRA shall be solely responsible for all wages and benefits paid to any employees working for OHRA.

8. REAL OR PERSONAL PROPERTY. There shall be no transfer of title or possession to any real or personal property pursuant to this Agreement.

9. TERMINATION.

9.1 This Agreement or any provision contained herein may be terminated by the mutual written consent of both parties. This Agreement may be terminated by either party at any time, upon not less than thirty (30) days' written notice delivered by certified U.S. mail. In the event of termination of the Agreement, each party shall be responsible for its own costs and expenses in complying with this Agreement.

9.2 This Agreement may be terminated by either party if the other party commits any material breach of any of the terms or conditions of this Agreement and fails or neglects to correct the same within ten (10) days after written notice of such breach. If the breach is of such nature that it cannot be completely remedied within the 10-day period, this provision shall be complied with if correction of the breach begins within the 10-day period and thereafter the party in breach proceeds with reasonable diligence and in good faith to effect the remedy as soon as is practicable.

10. ASSIGNMENT. OHRA shall not assign or transfer any interest in this Agreement without the prior written consent of the City, provided, however, that OHRA may subcontract the performance of any provision or obligation required by this Agreement, so long as OHRA remains primarily responsible to the City for the performance of such provision or obligation.

11. INSPECTION OF RECORDS. OHRA shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to properly reflect all costs of whatever nature claimed to have been incurred in the performance of this Agreement. The City and its duly authorized representatives shall have access to the books, records, documents, and any other evidence maintained by OHRA which are directly related to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by OHRA for three (3) years from the date of the completion of all work and services performed pursuant to this Agreement unless a shorter period is authorized by the City in writing. OHRA is responsible for any OHRA audit discrepancies involving deviation from the provisions of the Agreement.

12. HOLD HARMLESS AND INDEMNIFICATION. OHRA shall defend, indemnify, save, and hold harmless the City of Ashland, its officers, employees, volunteers, and agents from and against any and all claims, demands, suits and legal actions, including appeals, arising out of or in connection with OHRA's and its officers', employees', agents', volunteers', and subcontractors' performance of any service or work under this Agreement. Subject to the limitations imposed by the Oregon Tort Claims Act, Oregon Revised Statutes 30.260 to 30.300, City agrees to indemnify Provider from each and every claim which the City would be legally liable to pay if: (a) a claim asserting the same loss or injury were made directly against the City, whether or not such a direct claim is actually made, AND (b) the loss or injury sustained by the claimant resulted from the acts, errors, or omissions of the City, its officers, employees, volunteers, or agents.

13. INDEPENDENT CONTRACTOR STATUS. OHRA is an independent contractor and neither OHRA nor anyone performing work pursuant to this Agreement and under OHRA's auspices is an employee of the City. OHRA shall have complete responsibility for performance of its obligations under this Agreement. Except as provided for in this Agreement, the City shall not be liable for any obligations incurred by OHRA. OHRA shall not represent to any person that the City is liable for OHRA's obligations; except for such obligations the City may be liable as provided for in this Agreement.

14. INSURANCE.
 - 14.1 Each party is responsible for maintaining its own insurance and coverage relating to any claims arising from the provision of services or work under this Agreement.

 - 14.2 OHRA shall obtain and maintain in effect during the entire term of this Agreement, a policy or policies of liability insurance including commercial

general liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 (one million dollars) per occurrence for Bodily Injury, Death, and Property Damage. The insurance required in this Article shall include Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage.

14.3 No City insurance coverage is extended to OHRA, its officers, employees, agents, or volunteers. However, the City will maintain existing property coverage covering any facility used as an Emergency Shelter pursuant to this Agreement.

15. DISPUTE RESOLUTION. City and OHRA shall first attempt to resolve all disputes through staff discussions at the lowest possible level. Both parties to this Agreement agree to provide other resources and personnel to negotiate and find resolution to disputes that cannot be resolved at the staff level. As a next step, claims, disputes or other matters in questions between the parties to this Agreement arising out of or relating to this Agreement, or breach thereof shall be determined by mediation. Disputes shall be initially submitted to mediation by a mediator chosen by the parties. The cost of mediation shall be borne equally by the parties. If the parties are unable to agree upon a mediator within five (5) days or if mediation fails to resolve the dispute and if either party wants to further pursue the dispute, either party may request that the dispute be submitted to arbitration before a single arbitrator agreed to by the parties. If both parties agree to arbitration but are unable to agree upon an arbitrator, each party shall select an arbitrator. The arbitrators so chosen shall select a third, and the decision of a majority of the arbitrators shall be final, binding the parties, and judgment may be entered thereon. Any arbitration proceeding shall be conducted in accordance with the current arbitration rules of the American Arbitration Association pursuant to ORS 190.710 through ORS 190.800. Notwithstanding the above, either party may, at its own discretion, elect to resolve disputes in excess of \$50,000 by litigation, if mediation is not successful.

16. NOTICE AND REPRESENTATIVES. All notices, certificates, or communications shall be personally delivered or mailed postage prepaid to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.

If to CITY:

City Administrator
20 East Main
Ashland, OR 97520

If to OHRA:

President


Options For Homeless Residents Of Ashland
P.O. Box 1133
Ashland, OR 97520

And when so addressed, shall be deemed given three (3) calendar days after deposit in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

17. **MERGER.** This Agreement constitutes the entire understanding between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No amendment, consent, or waiver or terms of this agreement shall bind either party unless in writing and signed by all parties. Any such amendment, consent or waiver shall be effective only in the specific instance and for the specific purpose given. The parties, by the signatures below or their authorized representatives, acknowledge having read and understood the Agreement and the parties agree to be bound by its terms and conditions.

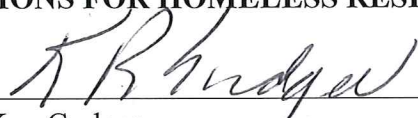
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two (2) duplicate originals in their respective names by their duly authorized representatives as of the dates set forth below.

CITY OF ASHLAND, OREGON



By: John Karns
Title: City Administrator
Dated: 12-26-17

OPTIONS FOR HOMELESS RESIDENTS OF ASHLAND



By: Ken Gudger
Title: President of OHRA- 2018
Dated: 12-26-17

RESOLUTION NO. 2013-04**A RESOLUTION SETTING FORTH POLICIES AND CONDITIONS UNDER WHICH ASHLAND WILL PROVIDE EXTREME WEATHER RELATED EMERGENCY SHELTER HOUSING AND REPEALING RESOLUTION NO. 2007-11****RECITALS:**

- A. Ashland is located in an area that has four distinct seasons, and the winter season can have weather extremes that can be hazardous to persons without adequate shelter.
- B. The City of Ashland desires to set forth the conditions under which it will provide emergency shelter housing and the policies related to those staffing or utilizing such emergency shelter.

THE CITY OF ASHLAND RESOLVES AS FOLLOWS:**SECTION 1. Provision of Emergency Shelter.**

Ashland will provide emergency shelter under the terms and conditions set forth herein during times of extreme weather conditions. For purposes herein, weather conditions shall be considered extreme when outside temperatures are 20° F or below or a combination of weather conditions, in the discretion of the City Administrator, make conditions hazardous to human life without adequate shelter.

SECTION 2. Terms and Conditions.

- 1) In the event of the need for an emergency shelter during extreme weather, an available city-owned building such as the Grove or Pioneer Hall may be used. Previously booked groups in those locations may be subject to cancellation.
- 2) The shelter will be staffed by volunteers from nonprofit organizations or other organizations in the business of providing for the needs of persons. The city's insurance company requires organizations providing volunteers to provide a letter to the City of Ashland stating that all shelter volunteers have received appropriate training to staff a shelter and have passed criminal background checks.
- 3) Shelter(s) will open at 8:00 p.m. Doors will be locked at 9:00 p.m. Guests may leave the shelter but not re-enter after 9:00 p.m. Guests arriving at the shelter after 9:00 p.m. will not be admitted unless brought to the shelter by a police officer. Guests must vacate the shelter no later than 8:00 a.m. the following morning.
- 4) Shelters must have separate restrooms for men and women and separate sleeping spaces for single men, for single women and for families. Children must not be left alone in the shelter, and signage must be conspicuously displayed to remind guests and volunteers of this requirement.

5) The shelter must contain an emergency box with a first aid kit. Shelter volunteers should bring their own cell phones in case of emergency.

SECTION 3. Emergency Shelter Activation.

Provisions for emergency shelter will be activated as follows:

- 1) When the City Administrator or designee determines that weather conditions are or are likely to become "extreme," he/she will contact the City's CERT Coordinator.
- 2) The CERT Coordinator will contact the Parks and Recreation to determine which facility or facilities will be used as an emergency shelter.
- 3) The CERT Coordinator will contact designated representatives from volunteer organizations to arrange for staff volunteers at the shelter.
- 4) Volunteers and guests are responsible for following the same cleaning requirements as other groups.

SECTION 4. Emergency Shelter Policies.

Operation of the emergency shelters shall, to the greatest extent feasible, comply with the following policy guidelines:

- 1) Shelter services must be provided with dignity, care, and concern for the individuals involved.
- 2) The buildings used as shelter must be maintained in a safe and sanitary condition at all times and must comply with City, County and State Building, Fire and Health Codes, unless exemptions have been obtained from the appropriate agencies..
- 3) In all Shelters, there should be adequate separation of families and singles, and adequate separation of single women.
- 4) No drugs, alcohol, or weapons will be allowed in shelter property at any time.
- 5) No disorderly conduct will be tolerated.
- 6) No threatening or abusive language will be tolerated.
- 7) No excessive noise will be tolerated, e.g. loud radios etc.
- 8) Smoking will be restricted to the outdoors in designated areas.
- 9) Guests should maintain their own areas in an orderly condition and may be assigned other responsibilities or tasks at the shelter.

SECTION 5. Dogs

Dogs may be permitted in an emergency shelter under the following circumstances:

- 1) Shelter volunteers must designate a specific area in the shelter for dogs. The floor of such area must be covered with thick plastic.
- 2) Dogs must remain in crates while in the shelter. Crates will not be provided, stored, repaired or cleaned by the City of Ashland and must be removed from the shelter when it is vacated.
- 3) If taken outside for biological needs, dogs must be leashed.
- 4) Shelter volunteers are to devise and follow procedures to keep dogs away from each other and other guests as they are being housed for the night and as they exit in the morning.
- 5) Shelter volunteers must be responsible for cleaning and sanitizing any areas soiled by a dog or dogs. Such cleaning is to be done to the satisfaction of City facilities maintenance staff.
- 6) Dogs that become threatening to others or are otherwise unmanageable will be required to leave the shelter.
- 7) Shelter volunteers must notify Jackson County Animal Control in the event a dog bite breaks the skin of an emergency shelter guest or volunteer.

SECTION 6. Resolution No. 2007-11 is hereby repealed.

SECTION 7. This resolution takes effect upon signing by the Mayor.

This resolution was duly PASSED and ADOPTED this 5 day of March, 2013, and takes effect upon signing by the Mayor.

Barbara Christensen
Barbara Christensen, City Recorder

SIGNED and APPROVED this 5 day of March 2013 bc

John Stromberg
John Stromberg, Mayor

Reviewed as to form:
David H. Lohman
David H. Lohman, City Attorney

RESOLUTION NO. 2016-34**A RESOLUTION AUTHORIZING THE CITY OF ASHLAND TO PROVIDE A CITY BUILDING FOR A WINTER SHELTER THREE NIGHTS PER WEEK THROUGH APRIL, 2017 AND REPEALING RESOLUTION NO. 2016-28****RECITALS:**

- A. Rogue Valley Unitarian Universalist Fellowship (RVUUF) and Temple Emek Shalom (Temple) wish to partner with the City of Ashland to provide shelter for homeless community members at a City building two nights per week from November, 2016, through April, 2017.
- B. The First Congregational United Church of Christ (UCC) and the South Mountain Friends Meeting (SMFM) wish to partner with the City of Ashland to provide shelter for homeless community members at a City building one night per week from December 25, 2016, through April, 2017.
- C. RVUUF, Temple, UCC, and SMFM will provide volunteers to staff, manage and clean the shelter.
- D. The City is willing to provide a building three nights a week to accommodate this proposal in accordance with the provisions below.

THE CITY OF ASHLAND RESOLVES AS FOLLOWS:**SECTION 1.** Provision of a Shelter.

Ashland will provide a City building for use as a shelter for homeless community members three nights per week under the terms and conditions set forth herein.

SECTION 2. Terms and Conditions.

- a. This building is offered for the period November, 2016, through April, 2017.
- b. Prior to staffing a City-owned facility, volunteers must sign a waiver releasing the City from liability for any personal injuries to them.
- c. The shelter will be staffed by volunteers from RVUUF, Temple, UCC, and SMFM who are certified to staff an overnight shelter. RVUUF, Temple, UCC, and SMFM must provide to the Parks and Recreation Department written assurance that every volunteer who will staff the shelter is certified to have completed appropriate training on the emergency plan, mental health plan and emergency communications for the shelter and has passed criminal background checks.
- d. Each night of operation of the shelter, at least one male volunteer and one female volunteer will staff the shelter from 8:00 p.m. to 8:00 a.m. If volunteers of each gender are not available on a given night, RVUUF or the Temple shall notify the City Administrator by no later than 3 p.m. of the night of the shelter that the volunteers will be of the same gender. If the City Administrator is not available, RVUUF or the Temple shall notify the Director of Ashland Parks and Recreation. If the minimum number or qualified volunteers are not available for the entire time, the shelter will not be opened

- that night.
- e. Shelter occupancy will be limited to 42 guests on a first come, first serve basis.
 - f. Shelter will open at approximately 7:30 p.m. and close the following morning at 7:30 a.m. Doors will be locked at 10:00 p.m. with no re-entry for any that leave.
 - g. City insurance requires separate sleeping space be designated for single men, women and families. Buildings must have separate restrooms for men and women.
 - h. Ashland Parks & Recreation will identify the building to be used and provide access. The priority from an operational and safety perspective is Pioneer Hall, the Community Center and the Grove, in that order.
 - i. No showers or food service will be made available during the hours of operation.

SECTION 3. Shelter Policies.

Operation of the shelter shall, to the greatest extent feasible, comply with the following guidelines:

- a. Shelter services must be provided with dignity, care, and concern for the individuals involved.
- b. The buildings used as a shelter will comply with City, County and State Building, Fire and Health Codes, unless exemptions have been obtained from the appropriate agencies, and must be maintained in a safe and sanitary condition at all times.
- c. Upon entering the shelter facility each night, each guest must sign in, and sign an agreement committing to comply with shelter rules, absolving the City and volunteers of any responsibility for the security of the guest's personal property, releasing the City and volunteers from all claims of liability for property damage or personal injury arising from operation of the shelter or use of the City's building and certifying that he or she is eighteen years of age, or older.
- d. No cooking.
- e. No drugs, alcohol, or weapons will be allowed in the shelter property at any time.
- f. No pets will be allowed in the shelter, except as described in Section 4, below.
- g. No disorderly conduct will be tolerated.
- h. No threatening or abusive language will be tolerated.
- i. No excessive noise will be tolerated, e.g. loud radios, telephone conversations, etc.
- j. Smoking will be restricted to the outdoors in designated areas.
- k. All guests should maintain their own areas and belongings in an orderly condition.
- l. If a volunteer/staff member accepts any item from a guest for safe keeping at least one other volunteer/staff member will witness the transaction.
- m. Failure to comply with shelter policies may disqualify a guest(s) from future stays.
- n. The check-in/check-out process shall be maintained by the volunteers sufficient to ensure a control of the premises and exiting by guests at 7:30 a.m. to allow cleaning and room set-up by 8:00 a.m.

SECTION 4. Dogs.

Dogs may be permitted in the shelter under the following circumstances:


- a. If taken outside for biological needs, dogs must be leashed.
- b. Shelter volunteers are to devise and follow procedures to keep dogs away from each other and other guests as they are being housed for the night and as they exit in the morning.
- c. Shelter volunteers must be responsible for cleaning and sanitizing any areas soiled by a

dog or dogs. Such cleaning is to be done to the satisfaction of City facilities maintenance staff.

- d. Dogs that become threatening to others or are otherwise unmanageable will be required to leave the shelter.
- e. Shelter volunteers must notify the Ashland Police Department in the event a dog bite breaks the skin of an emergency shelter guest or volunteer.

SECTION 5. This resolution takes effect upon signing by the Mayor.

This resolution was duly PASSED and ADOPTED this 20 day of December, 2016, and takes effect upon signing by the Mayor.


 Barbara Christensen, City Recorder

SIGNED and APPROVED this 20 day of December, 2016.


 John Stromberg, Mayor

Reviewed as to form:


 David H. Eohman, City Attorney

City of Ashland LIVING WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.



\$14.81 per hour, effective June 30, 2017.

The Living Wage is adjusted annually every June 30 by the Consumer Price Index.

Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **\$20,688.86** or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or portion

of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of **\$20,688.86**.

- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement,

401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

- **Note:** For temporary and part-time employees, the Living Wage does **not** apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

For additional information:

Call the Ashland City Administrator's office at 541-488-6002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, OR 97520, or visit the City's website at www.ashland.or.us.

Notice to Employers: This notice must be posted predominantly in areas where it can be seen by all employees.