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3.17.2021

**ROSEBURG HOMELESS COMMISSION AGENDA
MONDAY, MARCH 22, 2021**

**11:00 A.M. Regular Meeting
Electronic Meeting**

Public Access: Facebook Live at www.Facebook.com/CityofRoseburg

NOTE: IT IS UP TO EACH OF YOU AS COMMISSIONERS TO CALL 541-492-6866 AND LET STAFF KNOW BEFORE THE DAY OF THE MEETING IF YOU WILL NOT BE ATTENDING. THANK YOU.

I. CALL TO ORDER

II. ROLL CALL:

Chair: Larry Rich

Commissioners: Gregory Brigham (Adapt) Shaun Pritchard (UCAN)
KC Bolton (Aviva Health) Brent Eichman (Umpqua Health Alliance)
Shelley Briggs Loosley Mike Fieldman

III. APPROVAL OF MINUTES

A. February 22, 2021 – Regular Meeting

IV. DISCUSSION ITEMS

- A. Warming Fires – Roseburg Municipal Code
- B. Time/Place Camping Restrictions – Roseburg Municipal Code
- C. Community Homelessness Needs Assessment Agreement w/Rogue Retreat

AUDIENCE PARTICIPATION – *Comments on Agenda Items Only can be provided via email to the City Recorder at info@cityofroseburg.org or hand delivered to City Hall, 900 SE Douglas Avenue in Roseburg, prior to 12:00 p.m. on Friday, March 19, 2021. Comments must include the person's name and address for the record. Comments received by the deadline will be provided to the Commission prior to the meeting. The Commission reserves the right to delay any action requested until they are fully informed on the matter.*

V. BUSINESS FROM THE COMMISSION

A. HB2004 Update (Mike Fieldman)

VI. NEXT MEETING DATE: Monday, April 26, 2021 via Zoom

VII. INFORMATIONAL

VIII. ADJOURNMENT

**MINUTES OF THE ROSEBURG
HOMELESS COMMISSION MEETING
February 22, 2021**

A meeting of the Homeless Commission was called to order by Chair Larry Rich at 11 :00 a.m. on Monday, February 22, 2021, electronically via zoom in Roseburg, Oregon.

ROLL CALL

Present: Commissioners KC Bolton, Shelley Briggs-Loosley, Gregory Brigham, Brent Eichman, Mike Fieldman and Shaun Pritchard.

Absent: None

Others Present: City Manager Nikki Messenger, City Recorder Amy Sowa, Police Captain Jeremy Sanders, Community Development Director Stuart Cowie and Management Assistant Koree Tate

APPROVAL OF MINUTES

Commissioner Briggs-Loosley moved to approve the following minutes:

- A. January 25, 2021 Meeting
- B. February 2, 2021 Special Meeting

The motion was seconded by Commissioner Brigham and approved with the following vote: Commissioners Bolton, Briggs-Loosley, Brigham, Eichman, Fieldman and Pritchard voted yes. No one voted no.

DISCUSSION ITEMS:

SHELTER IN PLACE UPDATE

Commissioner Bolton shared he had visited a camp at the Templin Beach Park to have a better understanding of the unhoused situation. He said it was very illuminating and suggested others visit an area if they had not been to one. Mr. Christopher Hutton, Roseburg Dream Center, was present to assist with any questions to help Commissioner Bolton have a better understanding of the unhoused lifestyle and conditions. In response to Commissioner Fieldman, Commissioner Bolton explained he went there with a military mode in mind to better understand logistical challenges. Some of the reasons for their choice of location was choosing public land so they could not be trespassed and a sense of security. The unhoused felt harassed by the public, and setting up camp along the waterfront was out of the way, and many people did not routinely walk up on their tent. Commissioner Bolton said he had preconceived notions, but realized he needed to be more educated about the actual environment for which they lived.

Commissioner Fieldman reported he spoke with the United Way director who still needed to formally meet with their Board to discuss opening an account to receive donations for the unhoused. Commissioner Brigham stated the Sobering Center broke ground and was under construction. They chose to use shipping containers on the lot for the holding spaces, offices, and still planned to open in the spring or early summer. Commissioner

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Pritchard said he had worked with United Way for storage options and provided them with a list of items needed to help the unhoused. Commissioner Pritchard explained a distribution center was needed to hold all the items collected.

ROGUE RETREAT UPDATE

Commissioners Eichman, Brigham and Pritchard had a discussion with the Rogue Retreat Director, Chad McComas. It had taken them 10-15 years to provide all the levels of service they currently offered, and suggested Roseburg start with the basic level, such as campground services, for an easy entry point. Other options were pallet shelters, temporary shelters, tiny home village or apartments. It was not just about providing a structure, but about having resources and skills training to help people advance to semi-permanent and permanent housing. Commissioner Eichman said there needed to be a partnering with the City and Douglas County to move the needle on the issue. A location was required and hoped that could be supported by the City or County as an important first step.

Commissioner Brigham said it was an impressive program and he appreciated their willingness to come to Roseburg to work with them. Bringing stakeholders together to see what they were doing was important and to determine gaps in services that were needed to help with a diverse range of the unhoused population. He liked the idea of getting together to develop a strategic plan and assessment. Commissioner Pritchard added Rogue Retreat promoted continuum of care and not just shelters. He had worked with them in Grants Pass and noted the program was not a one size fits all. If the Rogue Retreat Director wanted to visit Roseburg for an assessment, he thought they should take the offer as it would be a good solid first step to have things begin to change.

LOW-BARRIER SHELTER TIMELINE SCHEDULE

Chair Rich explained they needed to have an idea and come up with a plan to be on the same page as a Commission for an end goal of having something similar to Rogue Retreat. He said it did not matter if they had a campsite, shelter, tiny homes or all three. A campsite seemed to be the easiest option to start before moving to a next option. Location was key and having a nonprofit organization to manage the program was needed before they could begin fundraising and arranging for staff.

Commissioner Briggs-Loosley suggested to move forward with an assessment before other options, because it was important to determine what was needed and have an action plan. Commissioner Eichman agreed it was important to have a location and establishment of a nonprofit. There could be an option of Rogue Retreat operating and supporting a low barrier shelter, and suggested the City leverage an agreement with them to help with the vision, as well as operation. He noted that not all agencies were at the table and would be needed for the planning. There were a lot of items that needed federal funding and that could be helped by NeighborWorks Umpqua or the Housing Authority. It was important to encourage the process with inclusion of a broader array of community partners.

Commissioner Bolton questioned the scope for a nonprofit noting there were differences between a low barrier shelter and one like the Roseburg Rescue Mission. Commissioner

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Brigham said the idea was to bring Rogue Retreat to the community, map out services in the area, identify gaps, identify stakeholders and determine the scope of work. He also did not see the process as one step at a time, but rather a more parallel process. He looked forward to Rogue Retreat educating them so they could see what was needed and to do better.

Mr. Cowie liked the direction of using Rogue Retreat and had met with their director as well. Their campground program was new and started last year. Having them come with their expertise would be beneficial for better collaboration with service providers and the unhoused. The Homeless Study in 2019 was provided as part of a housing needs analysis, but was more about the tools the community could use to tackle the homeless issue. This process is more about an assessment of what it would take to run a shelter. Ms. Messenger said they needed to find out what the assessment was going to include with Rogue Retreat. The City could look at locations, but Rogue Retreat may come in and have better ideas or explain why a chosen site may not work. They did not provide all the services, but built partnerships with those who did.

Chair Rich visited Rogue Retreat and was very impressed with their services and was in favor of having them provide an assessment for Roseburg, but didn't know if there was another agency they should consider. Commissioner Pritchard supported Rogue Retreat to assess Roseburg and determine next steps. Commissioner Brigham also endorsed the idea, and the remaining Commissioners agreed to move forward with an assessment provided by Rogue Retreat. They are a southern Oregon organization and know the stakeholders. Chair Rich asked Ms. Sowa to coordinate with them. Ms. Messenger confirmed Staff could contact Rogue Retreat and said the City had a little funding to assist with cost if needed.

Commissioner Fieldman questioned if part of the agreement with Rogue Retreat would require a community meeting with stakeholders, provide some mapping and compare gaps to what was in place. He also wanted to know what Roseburg was missing compared to Rogue Retreat and if there were items Roseburg had that they did not. In response to Commissioner Eichman, Ms. Messenger confirmed the City could wait for Rogue Retreat's proposal since it would be sent the first week of March. She would be able to move things forward if needed as City Manager. Commissioner Fieldman suggested formal communication from the City to Rogue Retreat so they felt invited. Commissioner Bolton added that some agencies could be out there in smaller working groups to help cut down the timeline. Mr. Cowie liked the idea of a smaller group helping to provide information. It was important to know how many beds were available and how often they were filled. So much of the process was about connections in conjunction with how to make it all work.

In response to Chair Rich, Commissioner Eichman said he would reach out to Rogue Retreat and copy Ms. Messenger and Ms. Sowa. He and Commissioners Brigham and Briggs-Loosley volunteered to review the assessment and to provide information at the next meeting.

AUDIENCE PARTICIPATION

Emailed comments were provided to the Commission prior to the meeting from Manya Nicholson and Janet Lamm.

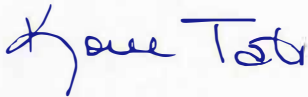
BUSINESS FROM THE COMMISSION

Commissioner Fieldman reported Senator Gary Leif submitted a priority bill for funding a tiny home village. It was going to be a tough push for funding this year, but they wanted to do a pilot project because state funding was not conducive to tiny home projects.

Mr. Cowie shared he was working with a consultant to make changes for their zoning ordinance to enable those types of uses. They would look at duplexes first and other types of homes in the course of the year to see what other cities were doing to provide more options.

ADJOURNMENT

The meeting adjourned at 11 :54 a.m.



Koree Tate
Management Assistant



ROSEBURG HOMELESS COMMISSION AGENDA ITEM SUMMARY

HOMELESS COMMISSION DISCUSSION ITEMS

Meeting Date: March 22, 2021
Department: Administration
www.cityofroseburg.org

Agenda Section: Discussion Items
Staff Contact: Amy Sowa
Contact Telephone Number: 541-492-6866

ISSUE STATEMENT AND SUMMARY

The Homeless Commission will meet during their regular meeting to discuss possible code amendments and a contract with Rogue Retreat.

1. Warming Fires – Roseburg Municipal Code

Commissioner Bolton provided information to the commission regarding warming fires in other counties and requested information regarding the City of Roseburg code and how it could be amended to allow certain types of outdoor warming fires for the homeless. The Mayor asked that this topic be scheduled for discussion by the full commission. A copy of the Roseburg code section regarding outdoor burning is attached for reference, as well as Commissioner Bolton's email with suggested amendments.

2. Prohibited Camping – Roseburg Municipal Code

Following a US Circuit Court ruling regarding prohibited camping, the Roseburg Municipal Code was amended; first to ensure prohibited camping could be prosecuted only as a violation; and second to make a distinction between sleeping and camping. Since then, cities such as Medford, Grants Pass and Eugene have or are considering, restrictions around time and place, and sanitary conditions for homeless camping. Some of those restrictions include sites near or interfering with sports fields, sidewalks, wetlands, riparian areas, etc. The following documents provide more details on the proposed code amendments in Medford and the permitted camp criteria in Eugene – both are attached to this memo:

- Medford Memo to Housing Advisory Council with Proposed Code Amendments
- City of Eugene Covid-19 Permitted Camp Criteria Information

Staff is concerned about the growing potential for conflict between park users and homeless campers as youth sports seasons approach. If directed by the commission, staff could conduct further research and bring some proposed amendments to the commission to review and potentially recommend to the City Council.

3. Community Homelessness Assessment – Rogue Retreat

During the February 22, 2021 meeting, Commissioner Eichman agreed to contact Rogue Retreat and request a proposal to conduct a community homelessness assessment of Roseburg to determine where gaps may be in services in our community, and to provide a work plan to move forward towards establishing a shelter. Commissioners Brigham and Briggs-Loosely volunteered to assist and review the initial proposal. The commission

directed staff to move forward with an agreement if the proposal was acceptable. City Manager Nikki Messenger offered to have the City draft and administer the agreement.

Matthew Vorderstrasse, Development Director from Rogue Retreat, submitted a proposal on March 3 for these services for a total cost of \$15,000. After review by the Commissioners Eichman, Brigham and Briggs-Loosely, the agreement was forwarded to staff to review. An agreement was drafted by city staff and has been signed by Rogue Retreat and City Manager Messenger, with an effective date of March 10, 2021. Per the proposal, Mr. Vorderstrasse will present findings to the commission during their April 26, 2021 meeting. The agreement and proposal are attached to this memo.

The City will use funds set aside to address Council goals for this study. In addition, staff applied for a technical assistance grant in the amount of \$5000 from The Ford Family Foundation. We are awaiting word regarding award of this grant.

SUGGESTED MOTION

No motion requested, just direction from the commission on any code revisions they would like Staff to draft and bring back for consideration.

ATTACHMENTS

ATT#1: Roseburg Municipal Code Section 7.04.110 "Outdoor Burning"

ATT#2: Email from Commissioner Bolton regarding outdoor burning

ATT#3: Medford Memo Housing Advisory Council with Proposed Code Amendments

ATT#4: Eugene Covid-19 Permitted Camp Criteria Information

ATT#5: Community Homelessness Assessment Agreement with Rogue Retreat.

7.04.110 - Outdoor burning.

Unless exempted by this Section, no person responsible shall cause or allow outdoor burning without a permit issued pursuant to this Section.

- A. Outdoor Burning Restricted. No person shall start or maintain any outdoor fire for the purpose of burning any combustible material, except as allowed by this Section. Nor shall any person responsible cause or knowingly allow any such fire to be started or maintained, including but not limited to barrel burning, burning of household waste, burning of garbage, plastic, Styrofoam or other noxious materials.
- B. Period When Outdoor Burning is Restricted. The restriction on outdoor burning shall be in effect for the entire year. The Fire Chief may issue burn permits authorizing the burning of residential yard waste from April 15 through May 15 and from October 1 through October 31. The Fire Chief may modify the burn period when the Fire Chief determines that health, safety, fire risk or climatic factors justify modifying the burn period established in this Section.
- C. Outdoor Burning Exempt from Seasonal Restrictions. The following types of outdoor burning may be allowed by the Fire Chief by permit on any day of the year:
 - 1. Burning of a structure or other use of fire for training purposes by the Fire Department.
 - 2. Fire hazard reduction burning.
 - 3. Burning which has written approval of the Department of Environmental Quality.
 - 4. Field burning in agricultural areas and certain other burning when, because of topography, there is no other feasible way to remove debris; however, the Fire Chief may deny a permit for an outdoor burn allowed under this Subsection if the Fire Chief determines that the debris proposed for burning has a high moisture content and would burn better after a period of aging.
 - 5. Outdoor burns to control agricultural diseases, such as blight, that must be destroyed immediately by fire to prevent the spread of disease.
 - 6. Burning beehives and bee-keeping paraphernalia to prevent the spread of disease.
 - 7. Fires incidental to a special event.

- D. Outdoor Burning Exempt from Permit Requirement. The following types of outdoor burning do not require a permit:
1. Open cooking fires, and fires contained in outdoor fireplace appliances specifically approved and listed for the use, if the following conditions are met:
 - a. An adult is in attendance at all times.
 - b. A garden hose is connected to a water supply and readily available to extinguish the fire.
 - c. No open flames are within 25 feet of any structure or fence, with the exception of fires in approved appliances, which are required to be not less than 15 feet away from a structure.
 - d. The total fuel area is 3 feet or less in diameter and 2 feet or less in height.
 - e. It occurs on private property containing an occupied dwelling, with owner's permission and with either the owner or a tenant under a written rental agreement, being present at all times.
 2. Cooking in a barbecue grill or other similar enclosure specifically designed and listed for outdoor cooking, if the following conditions are met:
 - a. It occurs on private property with owner's permission and with either the owner or a tenant under a written rental agreement, being present at all times.

As used in this Subsection D, "listed" means equipment or materials included on a list published by a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of production of listed equipment or materials, and whose listing states that equipment or materials meet nationally recognized standards and have been tested and found suitable for use in a specified manner.

- E. Burn Permits Required.
1. A permit issued by the Fire Chief shall be required for all outdoor burning, including the exempted fires of Section 7.04.110.C. Except for a person seeking a permit pursuant to Section 7.04.110.C.7, a person seeking a burn permit shall pay a fee in an amount to be set by City Council resolution. A permit shall be valid for not more than two weeks from the date of issuance.
 - 2.

Upon receipt of a burn permit application, the Fire Chief shall undertake whatever investigation the Fire Chief deems necessary. Based on this investigation, the Fire Chief may approve the permit. The Fire Chief shall issue the burn permit only when the Fire Chief determines the outdoor burn does not constitute a hazard and that reasonable steps will be taken to assure public safety. Such fires shall conform with the Fire Code adopted by the City. Fires which are approved by permit shall be monitored by a competent adult. Fires which are approved by permit shall be extinguished prior to darkness unless continued burning is specifically authorized by the permit.

(Ord. No. 3515, § 1, 11-26-2018; Ord. 3178 § 1, 2004; Ord. 2945 § 1 (part), 1996)

Amy L. Sowa

From: Shaun Pritchard <shaun.pritchard@ucanap.org>
Sent: Wednesday, March 3, 2021 11:20 AM
To: KC Bolton
Cc: Amy L. Sowa; Brent Eichman; Greg Brigham; Larry Rich; Mike Fieldman; Shelley Briggs-Loosley; Nicole A. Messenger
Subject: Re: Warming fires

KC,

I'd be much more supportive of the large propane heaters, as opposed to fires. I think this idea was brought up some time ago by others and I'm not sure why it didn't go anywhere. If the heaters were fixed and secured I'd think that might be a temporary solution.

There are many homeless living in the urban/rural interface, many adjacent to UCAN properties (including residential units). Fires would put our staff and residents at risk, no matter the fire season

Can we explore large propane heaters as a possible alternative? Thanks, Shaun

Sent from my iPhone

On Mar 3, 2021, at 10:59 AM, KC Bolton <kc.bolton.aviva.health@gmail.com> wrote:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thanks Amy.

I had a nice conversation with the Fire Chief (I think it was him). The bottom line is I am looking at this from a pure pragmatic perspective, and that doesn't jive with what code says is okay.

My 2 cents

1. Warming fires 1) in city limits and 2) on public property are treated differently than private residentially placed ones. I see a deep irony here about how they are treated differently. My guess is that it is 100% possible to have a code that distinguishes from debris burning and warming fire based on size and fuel approved. The fire department is already protecting the community by responding to homeless camp fires being reported...perhaps they can help protect us from illegal non-warming fire debris burning by our citizens. In my neighborhood there are complaints about debris burning, but we distinguish that from a fire pit sort of thing (there is usually a different smell even, let alone size of fire).

2. Has anyone done an analysis of # of fires started by non-homeless v. homeless and adjusted per capita/ratios? Is there even enough "uncontrolled" fires v. naturally caused (lightning, powerlines, etc) to be statistically significant? The results of this sort of analysis can be used as talking points when people say "it's too dangerous" for homeless people to have fires. And...news

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flash: they already DO have fires of their own making. When they get reported they are responded to, then they are put out. Then the fire is made a little while later when the scrutiny has died down. Why?? Because 40 degrees is pretty damn cold folks.

3. There was concern shared about burning toxic or inappropriate fuel sources, plus use of accelerants. I mentioned that helping agencies that drop off tents, tarps, food, etc could certainly drop off cords of "clean" burning wood. They are burning toxic stuff because they don't have wood to burn. Use of "white gas" as an accelerant is concerning except for this point: they are using hand sanitizer as a fire accelerant (no, they are NOT drinking it like ppl were worried about). If we are truly concerned about use of accelerants perhaps we should get no-kidding hand washing points and have running water. Ban the use of any/all accelerants.

So, the homeless are going to have warming fires and if they aren't done correctly they could very much get out of control. However, with the proper foundation of where a fire can be, the size, the enclosure arrangement must be up to snuff, the fuel used must be wood, etc, it can be done and I believe as safe as anything involving open flame can be. In Deschutes its 24 inches or less in size, masonry x inches thick or steel x inches thick full ring/enclosure around the fire. Must have a shovel + 2 five gallon buckets of water on standby if there isn't running water ready to go.

<https://www.koin.com/news/portland/fire-at-n-portland-homeless-camp-leaves-1-severely-burned/>. Is it relevant if Portland had a code against fires like the kind covered in this story if the homeless, who are cold, will just do them anyway?

Is there not a chance to have this debate? Here's what I think is doable, but maybe not 100% palatable to voting community members.

Draft a new city ordinance that mitigates as much as possible risks associated with both the fires themselves AND public perception a different standard is applied to homeless. Note: this last bit is a considerable amount of the angst regarding clean up parties where dump fees are paid for, "hand outs" to people who don't pay taxes, etc.

Ordinance ideas

- Allow *warming only fires* when the temperature reaches X degrees or lower until there is adequate space in a warming center that is also open. I hear Dream Center won't open until it's at least 30 degrees or colder. Maybe a 55degree threshold. So we are not talking about an unlimited band of applicability.
- Warming fires must be maintained in approved containers or settings. Masonry of x inches thick fully surrounding the fire, or metal of x thick fully surrounding the fire. Flames cannot exceed 24 inches in height. No use of debris but must be wood or wood products wholly.
- Container/setup requires a one-time permit of X (low amount) \$\$\$. Location of fire must be approved, container/containment approved. Permit fee paid. Then it's a legal fire.
- Fire officials would prefer courtesy checks (ala education v. compliance like 100% say they want for restaurant + covid restrictions...) and those courtesy checks would be as effective as reactive compliance ones if not more so.

Prove me wrong on these statements:

- There are more dangerous large-ass debris burning by private citizens on private property than out of control homeless fires.

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- There are more actual examples of forest fires due to down power lines or lightning than homeless fires.
- Fire officials are already responding to complaints about homeless fires, so a system of spot checks without a report is manageable.
- Helping agencies, and John/Jane Q Public would be happy to provide firewood as a direct way to help v. esoteric program stuff.
- Homeless would prefer to burn actual wood instead of garbage if they had wood.

So...find out/determine where the public is going to complain and then try to mitigate in an ordinance.

I asked the Chief a few times when he mentioned why warming fires and warming barrels can't be done "Yes, but what's the plan then for them staying warm? They are lighting fires anyways...because the drive to survive is real."

How do they stay warm?

You have formed this commission to generate ideas for solutions...can there be support politically for my ideas above if the commission recommends it?

On Tue, Mar 2, 2021 at 9:23 AM Amy L. Sowa <ASowa@cityofroseburg.org> wrote:

KC,

I spoke to the Mayor and Fire Chief about your thoughts on warming fires and use of the burning barrels. Both had a number of concerns with allowing this in our code based on past incidents with warming fires near the homeless camps. If the commission chooses, it could be something to discuss at your next meeting.

Thanks,

Amy

From: KC Bolton [mailto:kc.bolton.aviva.health@gmail.com]

Sent: Monday, March 1, 2021 1:25 PM

To: Amy L. Sowa <ASowa@cityofroseburg.org>

Cc: Brent Eichman <beichman@umpquahealth.com>; Greg Brigham <gbrigham@adaptoregon.org>; Larry Rich <lrch@cityofroseburg.org>; Mike Fieldman <Mike.Fieldman@oregonlegislature.gov>; Shaun Pritchard <shaun.pritchard@ucanap.org>; Shelley Briggs-Loosley <shelley@shelleybriggs.com>; Nicole A. Messenger <nmessenger@cityofroseburg.org>

Subject: Re: Warming fires

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How do we get a code change on the agenda for the councilors? This thing seems like a low-barrier solution to immediate warming needs.

On Mon, Mar 1, 2021 at 1:13 PM Amy L. Sowa <ASowa@cityofroseburg.org> wrote:

Unfortunately, City code prohibits outdoor burning (with some exceptions such as residential barbecues) and specifically calls out burning barrels as prohibited. I confirmed with our Fire Chief that is the case and that this use would not be permitted in the City under current code. It would take a code change by Council to allow this use.

Amy

From: KC Bolton [mailto:kc.bolton.aviva.health@gmail.com]

Sent: Monday, March 1, 2021 11:24 AM

To: Amy L. Sowa <ASowa@cityofroseburg.org>; Brent Eichman <beichman@umpquahealth.com>; Greg Brigham <gbrigham@adaptoregon.org>; Larry Rich <lrich@cityofroseburg.org>; Mike Fieldman <Mike.Fieldman@oregonlegislature.gov>; Shaun Pritchard <shaun.pritchard@ucanap.org>; Shelley Briggs-Loosley <shelley@shelleybriggs.com>

Subject: Warming fires

Hi,

During a homeless camp recon by Shelley and I the weather got really bad, with a downpour occurring. It was already in the low 40s so the cold + wet was pretty challenging.

There was a tiny fire some were huddled around, with a couple of rocks for heat retention if/when the fire ran out.

When I got home that evening I made some mental notes and the fire stood out. Then I got to wondering if a burn barrel approach would work. I had one of those outside my senior leader rooms in Tikrit, Iraq and we often had visitors come by when the fire was going. (the point being even Soldiers with great outdoor gear appreciate the warmth from a fire).

I'd like to understand the parameters about warming fires. Having had a home in Deschutes County I am familiar with code about outdoor fires: in no scenarios are warming fires banned. Even in a high risk timber area in the middle of fire season warming fires are allowed so long as certain precautions have been taken.

Please advise, because I think this could be simple low-hanging fruit.

Note: Here's the model on Amazon: Behrens Manufacturing B907P Galvanized Composter Steel Trash Can for Garden and Yard Waste Hot-Dipped, 20-Gallon, Silver

More information:

https://smile.amazon.com/dp/B00LJZ9QO6/ref=cm_sw_em_r_mt_dp_XK7WH7BT46Y7BGRSH4XN

KC

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MEMORANDUM

To: Housing Advisory Commission
From: Eric B. Mitton, Deputy City Attorney
Meeting Date: March 10, 2021
Subject: Proposed Revisions to Prohibited Camping Ordinance

BACKGROUND

In 2018, the Ninth Circuit Court of Appeals issued an opinion in *Martin v. Boise*, stating that criminalizing sitting, lying, or sleeping on public property could constitute an Eighth Amendment violation (prohibiting imposing excessive fines or cruel and unusual punishments) if the prohibition was jurisdiction-wide and adequate shelter beds for all individuals experiencing homelessness did not exist in the jurisdiction. The City of Medford, like many other jurisdictions, responded to the *Martin v. Boise* case in 2018 by decriminalizing its prohibited camping ordinance, reducing it from a misdemeanor to a non-criminal "violation," where an individual violating any provision of the ordinance could only be cited, not arrested.

On July 22, 2020, the United States District Court for the District of Oregon, Medford Division, issued an opinion in the case *Blake v. Grants Pass*. It held that non-criminal violations for sitting, lying, sleeping, or keeping warm and dry could constitute Eighth Amendment violations under certain circumstances, even without criminal penalties. The District Court asserted that Grants Pass promulgated a "web of ordinances, customs, and practices that, in combination, punish people based on their status of being involuntarily homeless." However, the Court noted that it was not prohibiting all regulation of camping or sleeping, noting that Cities could regulate tent usage, could impose requirements for when bedding materials must be packed up, and may impose other reasonable time, place, and manner regulations.

Because of the *Blake* case, as well as HB 3115 (a similar rule currently working its way through the Oregon legislature), leaving the prohibited camping ordinance in its current form is not an option. The current format nominally prohibits sleeping outside City-wide (though that is certainly not the manner in which it is enforced), and that is not a permissible ordinance structure going forward. Instead, if a City is to have any sort of regulation of the time, place, or manner of sleeping outside, that needs to be set forth on the face of the ordinance.

RE: Proposed Revisions to Prohibited Camping Ordinance
HAC Meeting Date: March 10, 2021

Furthermore, last year, over one hundred fires started on the greenway. During fire season, any such fire has the risk of escalating out of control to a major event like the Oak Knoll Fire, Penninger Fire, or even the Alameda Fire. These fire events threaten the lives of those who live near the greenway (both housed and unhoused) and of first responders responding to such an event.

PROPOSAL SUMMARIZED

Subsection (5) describes specific times and places where lying, sleeping or camping (including sleeping with a bedroll) is prohibited. Due to the fire safety concerns described above, this provision prohibits lying or sleeping as well as tent camping on the City's greenways and in Prescott Park during fire season (May 1 to September 30). In addition, it restricts lying and sleeping as well as camping on playgrounds and sports, under bridges, near railroad tracks, and on publicly-owned property not open to the general public. It allows sleeping in City parks even during hours of park closure, so long as the individual is not sleeping on a playground or sports field. Although lying or sleeping on sidewalks is not generally prohibited, doing so in a manner that obstructs pedestrian traffic on the sidewalk or into nearby businesses and properties is prohibited. Violation of this subsection is classified as a misdemeanor, ensuring that law enforcement can remove individuals from these sensitive areas, as opposed to simply issuing citations with fines.

Subsection (4) regulates tent camping, car camping, and camping with a campfire; the term "camping" now refers to these specific activities and not simply lying or sleeping outside; simply lying or sleeping outside is not governed by subsection (4). Subsection (4) prohibits camping on sidewalks, streets, parks, or other public property. Subsection (4) provides exceptions to the tent prohibition for organized and lawful tent camping operations pursuant to Mayoral declaration of emergency, City Manager executive order, or severe event declarations allowing for temporary use of tents. To clarify, "severe event declarations" are the same City action used to implement the opening of temporary warming shelters; this anticipates that the City could authorize tent camping at the same time that it authorized the opening of warming shelters.

Another key exception to subsection (4)'s general restrictions on tents is for organized, approved, and productively-run activities like the Urban Campground. Unauthorized operations without the approval of the property owner and without the sort of safeguards the Urban campground has in place, however, would not fall under that same exception. Subsection (4) also creates liability for the organizers of an unlawful tent camping operation, not just the camp residents. To clarify, this provision is not intended to criminalize the mere act of providing a tent to a homeless individual. Subsection (4) is classified as a misdemeanor, ensuring that law enforcement can actually remove an unlawful tent camp, as opposed to simply delivering monetary citations.

RE: Proposed Revisions to Prohibited Camping Ordinance
HAC Meeting Date: March 10, 2021

Finally, the *Blake* case recognized that municipalities retain the ability to regulate when an individual must have belongings packed up—that a right to lay down to sleep in a park does not also include the right to permanently establish a camp or domicile there. In subsection (3), staff has proposed a 24-hour window, seeking to balance individuals' needs to have undisturbed sleep with the City's legitimate interests in preventing permanent established campsites in parks or on sidewalks. This provision is proposed to be a non-criminal, fine-only violation.

FEEDBACK SOUGHT

If the Commission would recommend modification of any of the proposed time, place, and manner regulations, staff would appreciate any such feedback.

Staff would appreciate a recommendation to City Council on the proposal, either favorable or unfavorable.

RECOMMENDED MOTION

Regarding the proposed amendment to MMC 5.257, I move that we forward a *[favorable / unfavorable]* recommendation to Council *[with the following recommended modifications, if any]*.

EXHIBITS

Proposed amendment to MMC 5.257

Respectfully submitted,
Eric B. Mitton
Deputy City Attorney

5.257 Prohibited Camping, Lying, and Sleeping

(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 where~~ 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 or where~~ the use of any tent, lean-to, shack, or any other structure, or any vehicle or part thereof is placed, established or maintained for the purpose of maintaining a temporary place to live.

(c) "Bedding materials" means a sleeping bag, bedroll, or other material used for bedding purposes, including materials used to keep warm and dry while sleeping.

(d) "The Greenways" refers to the Bear Creek Greenway, the Larson Creek Greenway, the Lazy Creek Greenway, and the Navigator's Landing Greenway.

(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) During high and extreme fire conditions, the Greenways and Prescott Park pose a unique fire danger due to dry brush and abundant fuel sources;

(d) Enforcing existing arson laws and burning prohibitions on an incident-by-incident basis alone on the Greenways and Prescott Park during high and extreme fire conditions does not provide sufficient protection to public peace, health, and safety under such conditions, because of increased fire ignition potential and the rapid rate at which fire spreads under such circumstances;

(e) It is difficult for emergency personnel to evacuate individuals camping on the Greenways or Prescott Park during a fire event;

(e) Wildfires on the Greenways and Prescott Park pose a severe threat to persons and property, including residents and property owners near those areas and persons experiencing homelessness within those areas;

(f) Camping, lying, or sleeping on a playground or sports field fundamentally undermines the public's ability to use that public property for its intended purpose;

(g) Camping, lying, or sleeping on or near railroad tracks, or in a manner that obstructs sidewalks prevents the public's ability to use that public property for its intended purpose and can in some situations result in imminent threats to life; and

(eh) The enactment of this provision is necessary to protect the peace, health, and safety of the city and its inhabitants.

(3) No person shall place or utilize bedding materials upon any sidewalk, street, alley, lane, public right-of-way, park, or any other publicly-owned property or under any bridge or viaduct for more than 24 hours consecutively in a particular location, unless otherwise specifically authorized by this code, or by declaration of the Mayor in emergency circumstances, or by executive order of the City Manager pursuant to such declaration, or by declaration of the City Manager in the case of a severe event.

(34) 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, ~~and no person shall organize or operate such a camp,~~ unless otherwise specifically authorized by this code, ~~or~~ by declaration of the Mayor in emergency circumstances, ~~or by executive order of the City Manager pursuant to such declaration, or by declaration of the City Manager in the case of a severe event.~~

(5) No person shall camp, lie, sleep, or use bedding materials in any of the following circumstances, unless otherwise specifically authorized by this code, by declaration of the Mayor in emergency circumstances, by executive order of the City Manager pursuant to such emergency declaration, or by executive order of the City Manager pursuant to such declaration, or by declaration of the City Manager in the case of a severe event:

(a) On the Greenways or Prescott Park, during the period May 1 to September 30 in any calendar year, or at any other time if the Fire Chief or the Fire Chief's designee determines that a fire hazard exists;

(b) On a playground or sports field during hours of closure. Notwithstanding Section 5.255, lying or sleeping in a City park during hours of closure is not prohibited so long as the individual is experiencing homelessness, is not on a playground or sports field, and is not violating any other subsection of this section;

(c) On areas underneath roadways or bridges that are not open to the public;

(d) On railroad tracks or within fifteen feet of railroad tracks;

(e) On publicly-owned property not open to the public, including but not limited to the Public Works Service Center and park areas temporarily closed for construction, repairs, maintenance, cleaning and similar activities;

(f) On streets, including planter strips, medians and parking spaces;

(g) On sidewalks, if by doing so, the person obstructs pedestrian traffic along the sidewalk or into private property and businesses adjacent to the sidewalk.

(46) Prior to removing homeless individuals from an established camping site, law enforcement officials shall post a notice, written in English and Spanish, 24 hours in advance.

(a) At the time the notice is posted, law enforcement officials shall inform local agencies that deliver social services to homeless individuals that the notice has been posted. Any local agency, providing service within the City limits of Medford, desiring to be on this notification list must provide its name, address, telephone number, and name of contact person to the Medford Police Department, in writing, requesting notification.

(b) The local agencies may arrange for outreach workers to visit the camping site where a notice has been posted to assess the need for social service assistance in arranging shelter and other assistance.

(57) All unclaimed personal property shall be given to law enforcement officials whether 24-hour notice is required or not. The property shall be stored for 30 days during which it will be reasonably available to any individual claiming ownership. Any personal property that remains unclaimed for 30 days may be disposed of. For purposes of this paragraph, "personal property" means any item that is reasonably recognizable as belonging to a person and that has apparent utility. Items that have no apparent utility or are in an unsanitary condition may be immediately discarded upon removal of the homeless individuals from the camping site. Weapons, drug paraphernalia, and items that appear to be either stolen or evidence of a crime shall be given to law enforcement officials.

(68) The 24-hour notice required under subsection (6) of this section shall not apply:

(a) When there are grounds for law enforcement officials to believe that illegal activities other than camping are occurring-

(b) In the event of an exceptional emergency such as possible site contamination by hazardous materials or when there is immediate danger to human life or safety; or;

(c) When the campsite is located in the areas specified in subsection 5(a) above, and the notice is placed during the time frame described in subsection 5(a) above, or when in the discretion of the Fire Chief or the Fire Chief's designee, the Greenways or Prescott Park should be immediately closed for fire danger as described in subsection 5(a) above or per Administrative Regulation 907.

(79) A person authorized to issue a citation for unlawful camping may not issue the citation if the citation would be issued within 200 feet of the notice described in this section and within two hours before or after the notice was posted.

(810) Violation of this ~~section-subsection (3)~~ constitutes a violation. Every day in which prohibited camping as defined in this section occurs constitutes a separate violation. A violation of subsection (4) or subsection (5) constitutes a crime.

[Added Sec. 1, Ord. No. 6226, Nov. 3, 1988; Amd. Sec. 3, Ord. No. 2000-46, March 16, 2000; Amd. Sec. 1, Ord. No. 2018-115, Sept. 20, 2018.]

5.990 Penalties.

| (4) A violation of sections 5.185, 5.247, 5.250, 5.257(4), 5.257(5), 5.292, 5.296(4)(a) and 5.603(1)(c) is a crime and is punishable by a fine not exceeding \$500 and imprisonment not exceeding 30 days.



Covid-19 Permitted Camp Criteria Information

In order to support community health during the Covid-19 pandemic, the City of Eugene has adjusted its regulations around urban camping in order to help people maintain recommended physical distancing while reducing the need to move around the community.

The City has developed criteria aimed at balancing the need for places to sleep with the public health crisis that requires adequate physical distancing to protect community health and well-being. These criteria set parameters around location of camps, safety and cleanliness, acceptable behaviors and the impacts to neighbors and the environment. Further, there are locations in Eugene's parks and natural areas that are not acceptable for camping at any scale due to unmitigable impacts on the environment, neighborhoods and the usability of parks.

COVID-19 criteria for temporary camping in parks

Outside of the not-permitted sites listed below, a temporarily permitted camp will meet these criteria:

- Camp site supports public health and safety by following physical distancing guidelines:
 - No more than six tents within a pod. This includes any tents deemed as storage. Pods need to be 12 feet away from tents not in the pod.
 - It is possible for the public to reasonably maintain six feet of distance from the person camping and their property at all times.
- Camp maintains public access to sidewalks, paths, transit stations, restrooms or building entrances.
- Camp maintains clean and healthy spaces with no significant garbage or debris.
- Camp is safe with no evidence of conspicuous drug use: uncapped, used hypodermic needles or other paraphernalia that could be a health hazard to other community members.
- There is no behavior that results in a citation or arrest by the Eugene police.
- Camp site is not negatively impacting properties adjacent to parks.
- Camp site is not causing environmental degradation (adjacent to waterways and stormwater facilities, in sensitive natural areas, vegetation is not significantly disturbed, etc.).
- Camp site is not damaging or preventing maintenance of park infrastructure.
- Camp site is not negatively affecting nearby business activities.
- Within 300 feet of park amenities such as playgrounds, sports courts, paths, picnic shelters, and City of Eugene Rest Stop locations.
- Within 50 feet of private property.

Where camping is not permitted in parks and natural areas

- All neighborhood parks (small parks located in neighborhoods)
- Riparian areas such as along the Willamette River and Amazon Creek
- Wetlands such as Delta Ponds and the West Eugene Wetlands
- High quality natural areas such as the Whilamut Natural Area
- The City's vegetated stormwater facilities that are designed to filter and clean water

CITY OF ROSEBURG
PERSONAL/PROFESSIONAL SERVICES CONTRACT
AND STANDARD CONTRACT PROVISIONS
HOMELESSNESS NEEDS ASSESSMENT

Dated: March 16, 2021

Parties: City of Roseburg ("CITY")
A municipal corporation in the State of Oregon
900 SE Douglas Avenue
Roseburg, OR 97470

and

Rogue Retreat ("CONTRACTOR")

Additional Independent Contractor Information:

- A. Type of Entity: ☐ Sole Proprietorship ☐ Partnership ☐ Limited Liability Company ☐ Corporation
B. Address: 711 E Main St. #25, Medford, OR 97504
C. Telephone: 541-499-0880
D. Fax No: 541-690-1670
E. Email: office@rogueretreat.com
F. Professional License Number
G. Oregon Agency Issuing License
H. Nonresident Contractor: ☐ Yes ☐ No
(Nonresident means not domiciled in or registered to do business in Oregon)

SECTION 1. CONTRACTOR AGREES:

1.1 Term. Beginning March 10, 2021 and continuing thereafter until May 31, 2021, CONTRACTOR shall perform the services required by the Contract unless earlier terminated in accordance with the provisions of this contract or by mutual consent of the parties.

1.2 Activities. The CONTRACTOR shall perform a homelessness needs assessment for the Roseburg Community as further described in their proposal attached as Exhibit "B".

1.3 Fees. The total budget for this work is \$15,000 to be paid by the CITY to the CONTRACTOR.

1.4 Expenditures. Extraordinary unbudgeted expenditures, from contracted funds, outside the scope of the work program may be made by CONTRACTOR only with the prior written approval of CITY's City Manager. CONTRACTOR shall promptly pay all expenses it incurs as a result of this Contract and shall comply with all provisions of state law applicable to this Contract.

1.5 Insurance Requirements. At all times during the term of this Contract, at the sole expense of the CONTRACTOR, CONTRACTOR shall maintain continuously in effect the insurance policies described herein. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage the City may carry. A copy of each policy or a certificate, and copies of additional insured endorsements, satisfactory to the City shall be delivered to the City prior to commencement of any work or services provided under this Contract. The certificates shall specify and document all insurance-related provisions within this Contract. A renewal certificate will be sent to the City 10 days prior to coverage expiration. Unless specified, each policy shall be written on an "occurrence" form. Policies must be underwritten by an insurance company deemed acceptable to the City and admitted to do business in Oregon, or, in the alternative, rated A- or better by AM Best. The City reserves the right to reject any insurance carrier with an unacceptable financial rating. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. The 30-day notice of cancellation provision must be physically endorsed on the policy. 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 limits specified in this Contract, City shall have the right to require CONTRACTOR to increase the CONTRACTOR's coverage by an amount equal to the increase in the statutory limit for such claims and to increase the aggregate coverage by twice the amount of the increase in the statutory limit. Failure to maintain any insurance coverage required by this Contract shall be cause for immediate termination of the Contract by the City, but termination shall not relieve CONTRACTOR of its obligation to provide and maintain such coverage, and City shall be entitled to enforce all liability and indemnity provisions of this Contract following such termination. In addition, all requirements concerning insurance and indemnity shall survive the termination of this Contract. The policy must show the City as an additional insured with respect to activities emanating out of the contract with the following language included: *"The City of Roseburg, its officers, directors and employees shall be added as additional insureds with respects to this contract. Insured coverage is primary and non-contributory"*.

1.5.1 Commercial General Liability. Throughout the term of this Contract, CONTRACTOR shall maintain continuously in a broad commercial general liability insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, with an aggregate of \$4,000,000, for bodily injury, personal injury or property damage. The policy shall also contain an endorsement naming the City as an additional insured, on a form satisfactory to City, and expressly provide that the interest of the City shall not be affected by CONTRACTOR's breach of policy provisions. Such policy must be maintained in full force and effect for the duration of this Contract, failure to do so shall be cause for immediate termination of this Contract by City. Any additional insured requirements included in this Contract shall both provide completed operations coverage after job completion and coverage that is primary and non-contributory. Claims Made policies will not be accepted.

1.5.2 Automobile Liability Insurance. At all times during the term of this Contract, and at the sole expense of CONTRACTOR, CONTRACTOR shall maintain "Symbol 1" automobile liability coverage including coverage for all owned, hired and non-owned vehicles, equivalent to a combined single limit per occurrence on not less than \$2,000,000 for bodily injury or property damage.

1.5.4 Professional Liability Insurance. At all times during the term of this Contract, CONTRACTOR shall maintain and keep in full force, an insurance policy for professional liability in the amount of \$2,000,000. In no instance shall CITY be responsible for any retention amount or deductible that CONTRACTOR may owe as a result of this coverage. CONTRACTOR shall continue professional liability coverage for the duration of the project and three years thereafter; and further, submit certificate of Insurance renewals of such coverage to the CITY.

1.6 Books and Records. CONTRACTOR shall keep complete and proper books, records and accounts of all transactions performed as part of this Contract and the approved invoices and work program. The books, records and accounts shall be open to inspection by CITY or its designee during normal business hours, and shall remain open to CITY for such inspection for three months following termination of this Contract.

1.7 Availability. CONTRACTOR shall be available for meetings, discussions and program reviews with sufficient notice.

1.8 Assignment. The responsibility for performing CONTRACTOR's services under the terms of this Contract shall not be assigned, transferred, delegated or otherwise referred by CONTRACTOR to a third person without the prior written consent of CITY.

1.9 Compliance with Law and Standard Contract Provisions. CONTRACTOR shall comply with all federal, state and local laws, including Roseburg Municipal Code Regulations relating to business registration, and with all Standard City Contract Provisions for Personal/Professional Service Contracts as outlined in the attached Exhibit "A".

1.10 Health Hazard Notification. Contractors who are hired to perform work for the City involving the need to control hazardous energy or enter confined spaces will be informed of our programs and the associated hazards that City staff is aware of. The notification is not designed to take over the contractor's safety responsibilities to his or her employees but to provide appropriate notification under the Oregon OSHA rules.

SECTION 2. CITY AGREES:

2.1 Fee. In consideration for the above-described services, CITY agrees to pay CONTRACTOR the fee outlined in Section 1.3 of this Contract.

2.2 Terms of Payment. Terms of Payment. CITY shall pay to CONTRACTOR based on a monthly invoice of hours and expenses per the approved scope of work. CONTRACTOR will tender an invoice an invoice by the tenth of each month, and CITY shall make full payment on such invoice within thirty days of its receipt.

SECTION 3. BOTH PARTIES AGREE:

3.1 Budget and Work Plan Approval. All approved invoices and work programs shall be in writing.

3.2 Independent Contractor. CONTRACTOR is an independent contractor. CONTRACTOR shall control the manner in which it performs the services herein; 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 on behalf of CITY except as expressly approved by CITY's City Manager.

3.3 Indemnification. Each party shall indemnify, hold harmless and defend the other, its officials, agents and employees, from and against any and all claims, damages, losses and expenses, including attorney fees, arising in or from its performance of, or failure to perform, this Contract. The extent of the CITY's obligation under this subsection is limited to the CITY's obligation under the Oregon Constitution and ORS 30.260 through 30.300. With respect to professional liability claims, CONTRACTOR to indemnify CITY to the extent caused by the CONTRACTOR's negligent acts, errors, and omissions.

3.4 Arbitration. Any controversy regarding the language or performance of this Contract shall be submitted to arbitration. Either party may request arbitration by written notice to the other. If the parties cannot agree on a single arbitrator within 15 days from the giving of notice, each party shall within five days select a person to represent the party and the two representatives shall immediately select an impartial third person to complete a three-member arbitration panel. If either party fails to select its representative, the other party may petition the Chief Judge of the Circuit Court of Douglas County for designation of the representative. The arbitration shall be conducted in accordance with ORS 36.400 through 36.425 or the provisions of any such future law. The arbitrator(s) shall assess all or part of the costs of arbitration, including attorney fees, to either or both parties.

3.5 Attorney Fees. If any arbitration, administrative proceeding, action, or appeal thereon, is instituted in connection with any controversy arising out of this Contract, performance of this Contract or failure to perform this Contract, the prevailing party shall be entitled to recover, in addition to costs and disbursements, such sum as the court may adjudge reasonable as attorney fees.

3.6 Ownership and Use of Documents. In whatever form they may be produced or stored, any documents prepared in performance of this Contract and any supporting and investigative information that is gathered in the performance of this Contract, upon completion of the work, or upon termination of this Contract, shall be and remain the property of CITY and shall be subject to copyright by CITY at its sole discretion. CONTRACTOR shall be permitted to retain copies, including reproducible copies, of such documents. CONTRACTOR shall treat such documents as if CITY had secured a copyright thereon, and thus will not use the documents in a manner that would constitute copyright infringement. CITY may use the documents prepared hereunder for any purpose, however CONTRACTOR shall have no liability with regard to such documents to the extent they are used or applied outside of the scope of the work unless CONTRACTOR is consulted and offers a professional opinion that the use contemplated is appropriate.

3.7 Termination. Notwithstanding any other provision of this Contract to the contrary, CITY may terminate this Contract at any time by giving written notice to CONTRACTOR at least ten days in advance of such termination. Written notice shall be effective upon the date the written notice is actually given to CONTRACTOR. In the event of such termination,

03/22/2021

compensation shall be based on the services actually performed by CONTRACTOR to the date of termination. If compensation is a total sum, the amount shall be prorated based on the tasks actually performed as of the date of termination.

3.8 Notices. Any notice required to be given under this Contract, or required by law, shall be in writing and delivered to the parties at the following addresses:

CITY OF ROSEBURG
City Manager
900 SE Douglas
Roseburg, OR 97470

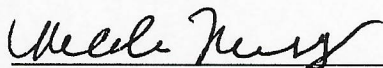
Rogue Retreat
Executive Director
711 E. Main St #25
Medford, OR 97504

3.9 Applicable Laws. The laws of the State of Oregon shall be used in construing this Contract and enforcing the rights and remedies of the parties.

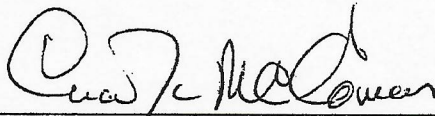
3.10 Merger. There are no other undertakings, promises or agreements, either oral or in writing, other than that which is contained in this Contract. Any amendments to this Contract shall be in writing and executed by both parties.

CITY OF ROSEBURG

Rogue Retreat

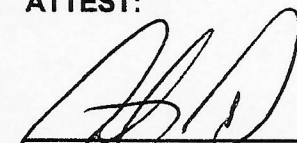


Nicole Messenger, City Manager
Date: 3-16-2021



Chad McComas, Executive Director
Date: 3-12-2021

ATTEST:



Amy L. Sewa, City Recorder, AIC
Autumn David

93-1261999

Tax Identification Number

Email: Chad@rogue retreat.com

**PROFESSIONAL SERVICES CONTRACT EXHIBIT "A"
STANDARD CITY CONTRACT PROVISIONS**

The following provisions, if applicable, are hereby included in and made a part of the attached Contract for services between the City and the Contractor named therein as provided for in the Roseburg Municipal Code, the Oregon Revised Statutes and Federal laws, rules, regulations and guidelines:

1. DISCRIMINATION IN SUBCONTRACTING PROHIBITED; REMEDIES - ORS 279A.110:

1.1 The Contractor may not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a minority, women, disabled veterans or emerging small business enterprise certified under ORS 200.055.

1.2 By entering into the Contract, the Contractor certifies it has not discriminated and will not discriminate, in violation of Subsection 1.1 against any minority, women, disabled veterans or emerging small business enterprise in obtaining any required subcontract.

1.3 If the Contractor violates the nondiscrimination certification made under Subsection 1.2, the City may regard the violation as a breach of contract that permits the City to terminate the Contract or exercise any remedies for breach permitted under the Contract.

2. PREFERENCE FOR OREGON GOODS AND SERVICES; NONRESIDENT CONTRACTOR REPORT TO DEPARTMENT OF REVENUE - ORS 279A.120:

2.1 As used in this Section,

(a) "nonresident contractor" means a contractor that is not a resident contractor.

(c) "resident contractor" means a contractor that has paid unemployment taxes or income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of the bid or proposal for the Contract; has a business address in this state; and stated in the bid or proposal for the Contract that it was not a "resident bidder" under ORS 279A.120.

2.2 For the purposes of awarding the contract, the City will:

(a) give preference to goods or services that have been manufactured or produced in Oregon if the price, fitness, availability and quality are otherwise equal; and

(b) add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the Contractor in the state in which the Contractor resides.

2.3 If the Contractor is a nonresident contractor and the public contract price exceeds \$10,000, the Contractor shall promptly report to the Department of Revenue, on forms to be provided by the Department, the total contract price, terms of payment, length of contract and such other information as the Department may require before the Contractor may receive final payment on the Contract. The City shall satisfy itself that the requirement of this Section has been complied with before it issues a final payment on the public contract.

3. **PREFERENCE FOR RECYCLED MATERIALS - ORS 279A.125:**

3.1 Notwithstanding provisions of law requiring the City to award a contract to the lowest responsible bidder or best proposer or provider of a quotation and subject to Section 3.2, when procuring goods for any public use, the City shall give preference to the procurement of goods manufactured from recycled materials.

3.2 The City shall give preference to goods that are considered to be made from recycled materials if:

- (a) The recycled product is available;
- (b) The recycled product meets applicable standards;
- (c) The recycled product can be substituted for a comparable nonrecycled product; and
- (d) The recycled product's cost does not exceed the cost of a comparable nonrecycled product by more than five percent, or a higher percentage if a written determination is made by the City.

4. **PAYMENT OF LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES - ORS 279B.220:** The Contractor shall:

4.1 Make payment promptly, as due, to all persons supplying to such Contractor, labor or material for the performance of the work provided for in the Contract.

4.2 Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract.

4.3 Not permit any lien or claim to be filed or prosecuted against the City or any subdivision thereof on account of any labor or material furnished.

4.4 Pay to the Department of Revenue, all sums withheld from employees pursuant to ORS 316.167.

5. **PROHIBITION OF DISCRIMINATORY WAGE RATES BASED ON SEX – ORS 652.220:** The Contractor shall not:

5.1 Discriminate between employees on the basis of a protected class in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills;

5.2 Pay wages or other compensation to any employee at a rate greater than that at which the employer pays wages or other compensation to employees of a protected class for work of comparable character, the performance of which requires comparable skills. This section does not apply where:

- (a) Payment is made pursuant to a seniority or merit system which does not discriminate on the basis of a protected class; or
- (b) A system measures earnings by quantity or quality of production, including piece-rate work; or
- (c) Travel is necessary and regular for the employee; or
- (d) Education, training, experience, or any combination of factors account for the entire compensation differential.

5.3 Discriminate in the payment of wages or other compensation against any employee because the employee has filed a complaint in a proceeding, has testified or is about to testify, or because the employer believes that the employee may testify in any investigation, proceedings or criminal action pursuant to ORS 652.210 to 652.235.

- 6. SALVAGING, RECYCLING, COMPOSTING OR MULCHING YARD WASTE MATERIAL - ORS 279B.225:** 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.

- 7. PAYMENT FOR MEDICAL CARE AND ATTENTION TO EMPLOYEES - ORS 279B.230:**

7.1 Contractor shall promptly as due, make payment to any person, co-partnership association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

7.2 The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under the Contract who are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage that complies with ORS 656.126 for their workers. Employers' Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.

- 8. HOURS OF LABOR - ORS 279B.235:** This Section does not apply to public contracts for goods or personal property.

8.1 No person shall be employed for more than ten hours in any one day or forty hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except for contracts for personal services, the employee shall be paid at least time and a half pay for:

(a) All overtime in excess of eight hours a day or forty hours in any one week, when the work week consists of five consecutive days, Monday through Friday; or

(b) All overtime in excess of ten hours a day or forty hours in any one week, when the work week is four consecutive days, Monday through Friday; and

(c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020, or all holidays specified in a collective bargaining agreement.

8.2 For personal services contracts, employees shall be paid at least time and a half pay for all overtime worked in excess of 40 hours in any one week, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

8.3 The Contractor must give notice to employees who perform work on this Contract, in writing, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, the number of hours per day and days per week that the employees may be required to work.

9. **EXCLUSION OF RECYCLED OILS PROHIBITED - ORS 279B.240.** Lubricating oil and industrial oil may include recycled oils or oils that are not manufactured from virgin materials.

10. **STANDARDS:** By entering into the contract, Contractor agrees to perform the services hereunder in accordance with generally accepted standards applied by professionals of Contractor's caliber.

11. **CONSEQUENCES FOR FAILURE:** Contractor understands that failure to meet established performance standards may result in consequences including, but not limited to:

(a) reducing or withholding payment;

(b) requiring the Contractor to provide, at Contractor's own expense, additional services identified in the scope of work to meet the established performance standards; or

(c) declaring a default, terminating the contract and seeking damages and other relief available under the terms of the contract or other applicable law.

12. **COMPLIANCE WITH LAWS:** Contractor shall comply with all federal, state and local laws, rules, ordinances and regulations at all times and in performance of this Contract.



City of Roseburg
Proposal for:
Conducting Homelessness Needs Assessment for the Roseburg Community
Submitted by:
Hope University (Rogue Retreat Consulting and Training Program)

The City of Roseburg has requested a Homelessness Assessment that will provide the following:

- i. Inventory of community partners and current services available to the City of Roseburg community related to Homelessness.
- ii. Help lead homeless commission in developing a community vision and action plan on what the community could focus on in the short, medium, and long term.
- iii. Create a Strategic Road map matching what the community wants/needs vs what is currently in place.

About Hope University:

Hope University is the premiere training and education program of Rogue Retreat. Hope University provides timely **training** that empowers community leaders like you with the tools you need to create, fund and operate successful housing and shelter programs that bring hope, stability and a clear path to sufficiency for the housing and homelessness crisis in your community. Based on **time-tested “best practices” of the Rogue Retreat Model**, all courses and trainings are taught by experienced faculty with a proven track record.

Hope University proposes to provide the following services:

1. Create a current Community Inventory of partners and service providers.

Hope University will work with city staff to create an inventory of community partners and current available services.

Deliverable: Create a resource inventory for the Roseburg community.

2. Conduct a Community Survey (listening tour).

Hope University will survey out to community leaders, partners, service providers, and local consumers of homeless services to capture input on community needs. These results will be transcribed for the Commission and used to help create a community vision.

Deliverables:

- **Conduct interviews and surveys and transcribe survey results.**
- **Help survey, identify, and list out potential property locations for program development.**

3. Lead a One Day Strategic Visioning Session.

Hope University will facilitate a one-day workshop to identify a community vision, create community SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis, and establish an action plan that is unique to the Roseburg community. The action plan will include short/mid-range/ and long term community goals.

Deliverables:

- **Conduct a one-day Strategic Visioning Session**
- **Create a community vision statement**
- **Create a SWOT analysis of the Roseburg community**
- **Create a community action plan with short, mid-range, and long term goals.**
- **Identify potential funding sources that can be leveraged.**
- **Identify lead agencies that can help carry out this work and provide services.**
- **Transcribe results from the workshop into an action plan.**

4. Write Up Final Assessment by April 26th, 2021 (proposed time).

Hope University will write up the Final Assessment which will include the information gathered and developed above and also include a proposed Road Map to accomplish the vision and goals of the action plan.

Deliverables:

- **Package all gathered materials into one assessment document.**
- **Propose a road map to help accomplish the action plan.**
- **Deliver draft assessment to City staff for internal review by April 19th, 2021.**
- **Draft final Assessment**
- **Review Assessment with the Commission on April 26th, 2021.**
- **Present the final Homelessness Assessment and its findings to the Commission.**

Proposed Cost:

- \$2,000.00 Consulting Fee (Admin)
- \$10,000.00 Staff Time (100 hours, 2 staff)
- \$1,000.00 Supplies
- \$2,000.00 Travel, Lodging, Meals

Total Cost: \$15,000.00