



**ROSEBURG HOMELESS COMMISSION AGENDA
MONDAY, JULY 26, 2021**

✓
7-23-2021

**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. May 24, 2021 – Regular Meeting

IV. DISCUSSION ITEMS

- A. Immediate Needs Ad Hoc Committee Verbal Update (KC Bolton)
- B. Navigation Center Survey Update (Shaun Pritchard)
- C. Request for Proposals for Non-Profit (Amy Sowa)
- D. Property Search Verbal Update (Larry Rich)

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 10:00 a.m. on Monday, July 26, 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

VI. NEXT MEETING DATE: Monday, August 23, 2021

VII. INFORMATIONAL

VIII. ADJOURNMENT

**MINUTES OF THE ROSEBURG
HOMELESS COMMISSION MEETING
May 24, 2021**



A meeting of the Homeless Commission was called to order by Chair Larry Rich at 11:09 a.m. on Monday, May 24, 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, Assistant City Manager/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 April 26, 2021 meeting minutes. The motion was seconded by Commissioner Brigham and approved with the following vote: Commissioners Bolton, Brigg Loosley, Brigham, Eichman, Fieldman and Pritchard voted yes. No one voted no.

IMMEDIATE NEEDS AD HOC COMMITTEE UPDATE

Mayor Rich talked about putting together two Ad Hoc committees with the first one for Immediate Needs. Ms. Sowa discussed that Commissioner Bolton had agreed to chair the Immediate Needs sub-committee as a City Manager Ad Hoc committee which would not be subject to public meetings law. Ms. Messenger would make appointments with Commissioner Bolton's input for members. She and Ms. Messenger spoke with Commissioner Bolton on the phone to discuss the purpose, make-up of the committee, and drafted an application. The application was scheduled to accompany a press release on May 24, 2021. The plan was to have 8-12 members that would meet as needed, but no less than once a month.

Commissioner Bolton said it was important to make sure they had representation from the right advocacy groups and public members who might want to participate. There was going to be a whole core group of people who were already doing things in the community, and he wanted to make sure things were synchronized by working with Housing First Umpqua, and other agencies. He did not want to reinvent the wheel as they go after some of the immediate needs resources or waste time and resources if someone was already out there doing it; it was important to be in alignment with others. He appreciated all the work from Ms. Sowa and Messenger that put everything into motion for the structure and application form.

In response to Chair Rich, Commissioner Bolton felt the process of sending immediate need requests or other emails would be best to continue with the current process of sending to Ms. Sowa first to forward. A different determination could be reviewed if there was too much information coming in. Ms. Sowa confirmed the email process of sending

III. APPROVAL OF MINUTES

07/26/2021

her things first would work. Commissioner Fieldman asked if other Commission members could be part of the group, and if so, would an application be required. Chair Rich warned the committee could not have a quorum of Commission members, but if interested, to contact Commissioner Bolton and Ms. Sowa. He also planned to have another committee started if Commissioners wanted to wait and determine involvement.

Commissioner Bolton added that there were other layers of involvement for the committee that could work, and that meant volunteering. Volunteers did not have to be officially on the committee, but were available to help and participate with the program. He anticipated there would be a lot of applications locally, so he suggested volunteering to avoid triggering a quorum. Ms. Messenger said Commission members could attend meetings as long as there was not a quorum and could provide suggestions without being a voting member. Commissioner Fieldman said there might be resources that he could work on with being part of the conversations and was fine not being on the committee itself. Ms. Sowa said she could alert the Commission of scheduled meetings. In response to Chair Rich, Ms. Sowa warned that if four members attended a meeting, even just to listen, it could be perceived as a quorum.

Chair Rich stated that Commissioner Pritchard would chair the second committee and they were still determining how to proceed.

HOUSE BILLS 5042/2006

Ms. Messenger reported that on April 14, 2021, the Governor signed House Bill 5042 (HB 5042) a rebalance bill which included \$1.5 million for the City of Roseburg to establish a navigation center (Section 77). The funding had been allocated from the current biennium budget ending June 30, 2021. HB 2006 was signed by the Governor on May 12, 2021 and provided additional information regarding navigation centers. For the Commission's project, the two bills were related and the language could be confusing. In order to move forward, it was important to understand what the bills/funding required. She had not yet received a draft agreement from the Oregon Department of Administrative Services (DAS), so additional conditions may be forthcoming.

Ms. Messenger continued that she tried to simplify the language to help the Commission better understand the House Bills:

Emergency shelter meant "a building or cluster of buildings that provided shelter on a temporary basis for individuals and families who lacked permanent housing." Emergency shelters shall:

- Include sleeping and restroom facilities *and*
 - Comply with applicable building codes
 - Be located inside UGB or area zoned for rural residential
 - Not be located in natural hazard area
 - Have adequate transportation access
 - Not pose unreasonable risk to public health or safety

Ms. Messenger noted the definition mentioned building or buildings so she was not sure if an urban campground would qualify as an option to fulfill the necessary requirements.

III. APPROVAL OF MINUTES

07/26/2021

Low-barrier emergency shelter meant an emergency shelter “that followed established best practices to deliver shelter services that minimized barriers and increased access to individuals and families experiencing homelessness.” The courts had pretty well bookended what that definition meant for everyone.

Navigation Center was “a low-barrier emergency shelter that was open seven days per week and connected individuals and families with health services, permanent housing and public benefits.”

The State committed \$1.5 million to the City of Roseburg to:

- a) Plan the location, development or operation of a navigation center;
- b) Construct, purchase or lease a building for use as a navigation center;
- c) Operate a navigation center that has been constructed, purchased or leased per (b) or
- d) Contract for the performance of activities listed above.

Ms. Messenger said Commissioner Pritchard had already been working with Connecting Point to bring services together each week, and that was a great start. This group would need to have something similar seven days a week; it would take some time to determine what services could be available and which organizations and providers would be available. Over the last year everyone had learned how to provide services virtually so some services could be provided that way. Knowing that would help define how much space and staffing would be required.

Commissioner Pritchard asked Ms. Messenger if she thought the house bill read that the administrator and shelter portion were two different items or if they both had to be open and available seven days a week. Ms. Messenger hoped for better information in the DAS agreement, but assumed it was in reference to the service portion for the shelter to be open seven days a week and administration on a limited number of days. Commissioner Fieldman said it was about getting people sheltered and thought urban camping one of the options that could still be pursued. It was best to have the information from DAS for confirmation, but as long as services were available, even on an on-call basis, he did not think there needed to be an office open seven days a week.

Commissioner Pritchard agreed that an urban campground, such as a pallet shelter, could be considered a building. Commissioner Fieldman said he was quite sure pallet shelters were approved for use after listening to testimony from Speaker Kotek regarding the house bill where she said pallet shelters were one of the options. That was why they changed and expanded the wording. Other options he had seen included campgrounds using a wooden platform for tents to be placed. That was what he thought an urban campground could be, but he preferred looking at pallet shelters since they were better structures.

Ms. Messenger said she contacted the Coos Bay City Manager because they were approached by a non-profit that was doing a couple projects with one of them being a pallet shelter project. She was told it was pretty expensive because each one of those

III. APPROVAL OF MINUTES

07/26/2021

shelters had 30 amp power. They were working on a dozen pallet shelters and by the time they finished utilities and fencing, they spent about \$100,000. If they wanted to consider pallet shelters in Roseburg, she wanted Commissioners aware of the cost if power was needed to move forward. Once a vendor was on board, they would have to look at monthly expenses for utility fees. Pallet shelters were affordable on the front end but had some costs associated with them to continue the program.

Ms. Messenger said further in the bill it explained how the \$1.5 million could be used. Money could be used to construct, lease or purchase a building and to operate, or to contract with someone to handle all of those items. The City was required to develop a navigation center that was operating on or before July 1, 2022 or return all money granted. HB 2006 listed other amenities that emergency shelters may provide. Those included but were not limited to:

- Showers
- Storage for personal property
- Laundry
- Food service
- Recreation areas for children and pets
- Case management – housing, financial, vocational, educational, physical or behavioral health care services

Given the short timeline, it was going to be important to prioritize next steps to ensure they could meet the minimum requirements while identifying sustainable funding opportunities that would allow the program to continue to build from there. She wanted the Commission to know what was expected because when they looked at Austin or Rogue Retreat, they could see all the things that were provided. She wanted to make it clear what the minimum requirements were, which would be the shelter with the restrooms and service providers. They had a little over a year to plan everything and that was not a lot of time, especially since they did not have a non-profit to run the program.

Ms. Messenger participated in a webinar with the City of Eugene about community supported shelters. They had another great concept that was less expensive than pallet shelters and did not have power. In the chat she asked if they would consider helping another nearby community and they answered they would like to in a couple years. They did not have the bandwidth now because they were working on expansion in their current community. Ms. Messenger wanted to make sure they did not have to give the money back to the state, which was what would happen if they did not have something open by July 2022. It was important to find an operator that would help run the program. She would like to begin ordering needed items, but was hesitant in case the vendor did not agree or had other ideas. She wanted to know what the next steps should be or if they needed to be on parallel tracks.

Commissioner Bolton questioned if this could be a phased approach by having an interim fix that would meet the minimum requirements per legislation while moving on the path to a more permanent fix. This could help meet the needs knowing it was not the final solution. Ms. Messenger thought that was exactly where they needed to be focused and look at it as phase one in a bigger project. They need to figure out how to sustain the

III. APPROVAL OF MINUTES

07/26/2021

program and how to help it grow. She thought the state might continue to make funding available. If they looked at a temporary option property owners could be more amenable to the idea rather than a permanent location.

Chair Rich said the first step was to find a non-profit and in the next month he wanted them to figure out how to get there. He asked Commissioner Pritchard to chair this Ad Hoc committee and to meet with Commissioners Brigham, Eichman and Bolton to talk about what services each of their agencies provided and figure out if there was an option to create a non-profit as a subset to the agency, or if they knew of another group that could be approached. It would be good to have Commissioner Fieldman's assistance to determine what was out there, and that step needed to be as quick as possible. Commissioner Fieldman mentioned a third option for the Commission to create a non-profit to make all this happen. Commissioner Brigham suggested working on a request for proposal (RFP) now because it would be helpful by outlining what was needed. Commissioner Pritchard looked at the funds as seed money, but there would be an annual operating cost, so it was important to sketch out commitments for an annual budget. That was what he would use when reaching out to seek interest for a non-profit to handle the operations. Commissioner Eichman agreed with Commissioner Brigham's approach to have an RFP process to clarify what was needed. If the RFP was sent out in the near future they may have someone to work with within a few months rather than losing time. He supported moving forward with the RFP process.

Commissioner Bolton suggested working in parallel so they did not lose the timeline they had and to avoid going back to a square one approach. Commissioner Briggs Loosley questioned if the RFP would include a budget because that would be a large task. Commissioner Eichman explained that until they had a full set of service to scope, that might happen in parallel. The RFP could describe what was wanted and then layer in other options. He did not want to hold up an RFP to begin the process. Mr. Cowie agreed it was important to note what funds were received, what was wanted and then realize there would be unknowns, but it was still possible to get the framework together. In response to Chair Rich, Ms. Sowa said an RFP could be started right away after reaching out to Rogue Retreat to compare what they have done so nothing was missed. She suggested having a few members review the RFP before opening it to the public.

Ms. Messenger shared it would be better to build a scope because it did not take long to put the main RFP together. She suggested building a scope, reach out to non-profits or get an RFP out. Commissioner Pritchard said he had been speaking with his staff about the metrics and what would be involved to put this together. He wanted to have a phase one discussion and asked Commissioner Fieldman to assist. Chair Rich agreed he could meet one-on-one with Commissioners Brigham, Eichman and Bolton to determine what needed done and then work with Ms. Sowa and Messenger to prepare a proposal. Commissioner Pritchard said he would create a survey to email and would send the results to Ms. Sowa. Ms. Messenger said that would work and they could bring an RFP to the next commission meeting for review. Chair Rich agreed he saw the logic for the process to create an RFP to line out expectations and go through the process from an organizational perspective.

III. APPROVAL OF MINUTES

07/26/2021

Commissioner Eichman and Pritchard expressed concern for finding land to purchase or lease because some non-profits may not have the skills needed to adequately find property. Ms. Messenger said she might need to hire someone as a project manager to help move things along. She needed to know if the facility would be a congregate or non-congregate style or if they wanted pallet shelters, tiny homes or tents. Chair Rich was most concerned to begin the process to meet the minimum requirements and then move on to long-term needs like a permanent shelter. Commissioner Eichman suggested identifying a location locally and to then configure and match the programs and services to that specific location. Finding a location could take longer than expected so they needed to also consider temporary or short-term locations that could help them move forward to work on the needs for everything else that followed.

Commission Fieldman warned it could take a long time if the Commission chose to handle things in a sequential manner. Sometimes someone may have to grab hold and make a decision to get a starting point for things to fall into place. He did not have a perfect answer for their situation, but stressed the importance of working in parallel. Commissioner Brigham noted that was why he thought they should have multiple groups working at the same time with Commission and Staff. One for seeking a non-profit, one for property, and the two that were currently being planned. In response to Commissioner Fieldman, Commissioner Pritchard said it came down to the operating budget, and if the City had a list of properties to start conversations. Commissioner Fieldman noted the list was just City property, but there could be other properties out there that would be sufficient.

Commissioner Brigham explained he felt a sense of urgency on several items. During the planning session with Rogue Retreat, they suggested the City move forward in a parallel manner on a project. It was a lot to have one person or a couple focus on all the projects at once, and suggested identifying a realtor to help search for property. Ms. Messenger said it was tough to do property by committee unless it was the Commission. There were many moving parts and she needed to talk about a supplemental budget to add staff to help with those moving parts such as a project manager that could work with the committee. Chair Rich preferred to have City Staff check on property and bring back information on what they found was available. Commissioner Fieldman suggested to also seek for people in the community who may want to lease property for a couple years to help be part of the solution. They needed to look at multiple directions on how to acquire land. Chair Rich confirmed he would work with Ms. Sowa and Messenger to determine how best to move forward for property.

AUDIENCE PARTICIPATION

Emailed comments:

- Manya Nicholson – Attachment #1

BUSINESS FROM THE COMMISSION

Commissioner Fieldman brought forward a question regarding audience participation and wanted to know how to address it for the public. Chair Rich said the matter of audience participation was discussed at the first Commission meeting. If comments were received prior to meetings they would be sent via email to the Commission. Once the Commission was in a better place with the process for the shelter they could then determine if there

III. APPROVAL OF MINUTES

07/26/2021

was enough time allowed during the meeting to have people speak. Meetings were kept to an hour so he was concerned there may not be enough time for them to remain efficient. Commissioner Fieldman wanted to know how the public was made aware of the emails the Commission received because they were not part of the record or minutes. Ms. Sowa offered to have emailed comments attached to the minutes if that was the Commission's preference. Ms. Messenger added that emails were typically received after agenda packets had been posted. Chair Rich agreed emailed comments would be added within the minutes and provided within the agenda packet for the next meeting.

ADJOURNMENT

The meeting adjourned at 12:04 p.m.



Koree Tate
Management Assistant

PREVIOUSLY EMAILED COMMENTS RECEIVED JANUARY-APRIL 2021

January 25, 2021 Commission Meeting (Attachment A):

- Melinda Hawk
- Ashley Hicks
- Sherri (last name not listed)

February 22, 2021 Commission Meeting (Attachment B):

- Manya Nicholson
- Janet Lamm

March 22, 2021 Commission Meeting (Attachment C):

- Alex Kollitz

April 26, 2021 Commission Meeting (Attachment D):

- Manya Nicholson
- Rachel Thompson-Leonard
- Betsy Cunningham

From: Amy L. Sowa
Sent: Monday, May 24, 2021 8:35 AM
To: Brent Eichman - Umpqua Health (brenteichman1@umpquahealth.com); Gregory Brigham; KC Bolton - Aviva Health (kc.bolton.aviva.health@gmail.com); Larry Rich; Mike Fieldman; Shaun Pritchard (shaun.pritchard@ucanap.org); Shelley Briggs Loosely (shelley@shelleybriggs.com)
Cc: Nicole A. Messenger; Jeremy A. Sanders; Stuart I. Cowie; Koree Tate
Subject: RE: Homeless Commission

Commission Members,

This email came through on Saturday. Although it missed the deadline, Mayor Rich asked me to go ahead and forward it to you now rather than waiting until next month.

The article referenced is accessible through the link in the email.

Thank you,

Amy

From: Roseburg Morgue <manya2816@gmail.com>
Sent: Saturday, May 22, 2021 9:52 AM
To: Info Shared Mailbox <info@cityofroseburg.org>
Cc: Amy L. Sowa <ASowa@cityofroseburg.org>
Subject: Homeless Commission

Hello....this article is outstanding. It is what our most northern city has FINALLY decided to do. They are stepping up. Roseburg needs to step up. We need more than one or two areas for camp because of factions between the people themselves.

For instance, one of my homeless acquaintances, has some mental issues. And NEEDS to move back and forth between Templin Beach and Riverside Park. To maintain her life. I see her almost daily and understand that for reasons known to her, she will not be at Templin, but at Riverside and maintains a camp at both spots.

Thank you in advance for reading this article and for working on this important worldwide issue that also is affecting our little burg.

<https://www.koin.com/news/city-owned-land-being-identified-for-outdoor-homeless-shelters/>

Manya Nicholson

71°

WEATHER ALERTS Heat Advisory: **East Columbia River Gorge, Foothills of the Northern Blue Mountains of Oregon, Lower Columbia Basin of Oregon**

NEWS

City-owned land being identified for outdoor homeless shelters

City council directs bureaus to identify list of viable city-owned land for development of outdoor shelters or transitional housing sites by end of June



This is one of three locations where emergency outdoor homeless shelters are under construction in Portland. Here is the location off of NW Hoyt & Broadway near Pacific Northwest College of Art & Bud Clark Commons. April 10, 2020 (KOIN)

by: [Danny Peterson](#)

71⁸ Posted: May 21, 2021 / 02:16 PM PDT / Updated: May 25, 2021 / 08:51 AM PDT

PORTLAND, Ore. (KOIN) — Portland City Council is directing its bureaus to identify city-owned properties that can be used as viable outdoor shelter or transitional housing sites.

A city spokesperson told KOIN 6 News that property-owning bureaus were asked earlier this month for an inventory of sites for development by June 18, with finalized lists required by June 30.

The directive was part of the Shelter to Housing Continuum code package that was [adopted](#) by the city last month. Before then, there were no official city codes outlying sanctioned outdoor shelter standards. Instead, code exemptions from City Council were considered for outdoor camps on a case-by-case basis.

[Parks, parking lots off the table: City Council amends houseless plan](#) →

Heather Hafer, a spokesperson with the city's Office of Management and Finance, told KOIN 6 News via email that even after the list of feasible sites are identified, it will take some time before any are deemed ready for development.

“Prior to
opening the
doors to
potential
villagers or
guests,



Outdoor emergency shelter at SE Water & Main St. in Portland. Pallets are spaced 10 feet apart to serve as platforms for tents and cots. April 10, 2020 (KOIN)

agreements must be in place with service providers to manage space in addition to ensuring basic amenities are set up and operationalized. At this point it is difficult to

provide an accurate timeline beyond June 30, with so many details still being worked out," Hafer said.

It's not the first time the city has relegated some of its properties for **outdoor shelter sites** during the pandemic.

Back in April 2020, immediately after the initial wave of the coronavirus pandemic ramped up in the U.S., Portland created **three emergency outdoor shelters** for people experiencing homelessness to allow them to safely shelter in place while also complying with public health guidance and physical distancing.

Outdoor camps created to shelter Portland's homeless →

Two sites were located on the Central Eastside and one was in Old Town. They were designed to shelter a minimum of **135 people** and prioritized underrepresented groups, such as LGBTQIA+ and Black, Indigenous and People of Color. Collectively, the sites were called Creating Conscious Communities with People Outside, or C3PO for short.

The Star Wars reference in the name was intentional, a nod to the
71° previously created, independently run outdoor camp near the Moda Center, called Right 2 Dream Too, or R2DToo. That and Dignity Village, Hazelnut Grove, Kenton Women's Village and St. John's Village are all examples of ad-hoc outdoor shelters that have previously popped up in Portland. But the C3PO sites, and upcoming city-property locales to be determined, represent the first time a universal process or procedure has been established by the city for creating outdoor shelters.

City officials said they **learned** many principles of what it takes to create a successful outdoor camp that they will apply to future sites, such as having at least 30,000 sq ft to accommodate physical



Aramando Saldivar is a member at Right 2 Dream Too, which is the rest area for homeless that is rallying to gain community support so it can stay open during winter months, September 28, 2019 (KOIN/Danny Peterson).

distancing and village common areas, building on flat surfaces that are preferably pavement or gravel, building in the shade and having access to utilities like water and electricity.

Still, managing the C3PO sites did come with challenges along the way. Although the project was endorsed by the Portland Business Alliance, a **nearby business owner close to one of the sites** **irked** at what he perceived as the lack of communication from the city when development began.

In addition, [unsubstantiated rumors swirled online that the C3PO campsites](#)
71° were housing agitators affiliated with antifa, an umbrella term that is short for antifascist and refers to a range of far-left leaning militant groups that oppose neo-Nazis and white supremacists at protests. Those claims were assessed to be demonstrably false by the Associated Press and condemned as “[cruel and dehumanizing](#)” by local street newspaper and houseless advocacy nonprofit Street Roots, as the campsites were set up in April 2020, predating racial justice protests and unrest in the wake of the Minneapolis police murder of George Floyd more than a month later.

According to a [blog post](#) by the city, one of the challenges faced with managing the camps included two of the camps becoming a target for “extreme right-wing hate groups who threatened shelter residents.”

[‘More assertive approach’: City to increase homeless camp removals](#) →

On Wednesday, the city announced that it would be [increasing removals of unsanctioned urban camps](#) that are considered high impact in terms of public health and safety. Officials said after the city initially halted then slowed-to-a-crawl camp removals, per Centers for Disease Control and Multnomah County Health guidance amid the pandemic, the number and sizes of camps increased this past year, as well as the amount of trash from camps around the city.

The hope [from Mayor Ted Wheeler and other city commissioners](#) is that identifying city-owned plots of outdoor camps, along with the more assertive protocols for removing unsanctioned ones, will allow officials “to act more quickly and safely as future camps establish and grow,” according to the joint statement.

*Editor's note: this story contains updated language in the last paragraph to
71° better reflect what was written in the joint statement from the mayor and city
commissioners.*

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SHARE THIS STORY

Amy L. Sowa

From: Melinda Hawk <youranglegirl@gmail.com>
Sent: Saturday, January 16, 2021 2:36 PM
To: Information
Subject: Homeless committee

I'm homeless and I want to be a part of this group to get us off the streets. We are now being threatened by people in houses. And when it comes down to the safety of all we have our pets and our friends who live out here day for day and die out here, we will fight back and people will be hurt. Please stop waisting time we can not keep waiting for the next meeting. I've lost a cat and a nine kitten litter due to the cold. It's impossible to stay warm and dry out here. But you have gotten the police to show us our amendments are only good if we live in houses. You can not get everyone to go to this place unless it's working for us to. So I can give you input on the real homeless way. Hopefully to get everyone off the streets and on the same page.

Thank you.

Melinda Hawk.

541-671-9907

I sent this picture with email to city on the 19th and it's still there.

Date: 1/23/2021

Location: Riverside Park

City Multiuse Bike Path

Ashley Hicks

541-530-1460



Date: 1/23/2021

Location: underneath the roadway of Stephens and Diamond Lake Blvd

*garbage in Deer creek Tributary and underneath the roadway and the railroad pedestrian bridge.

Ashley Hicks
541-530-1460

A video was attached to the email of the location in the photographs





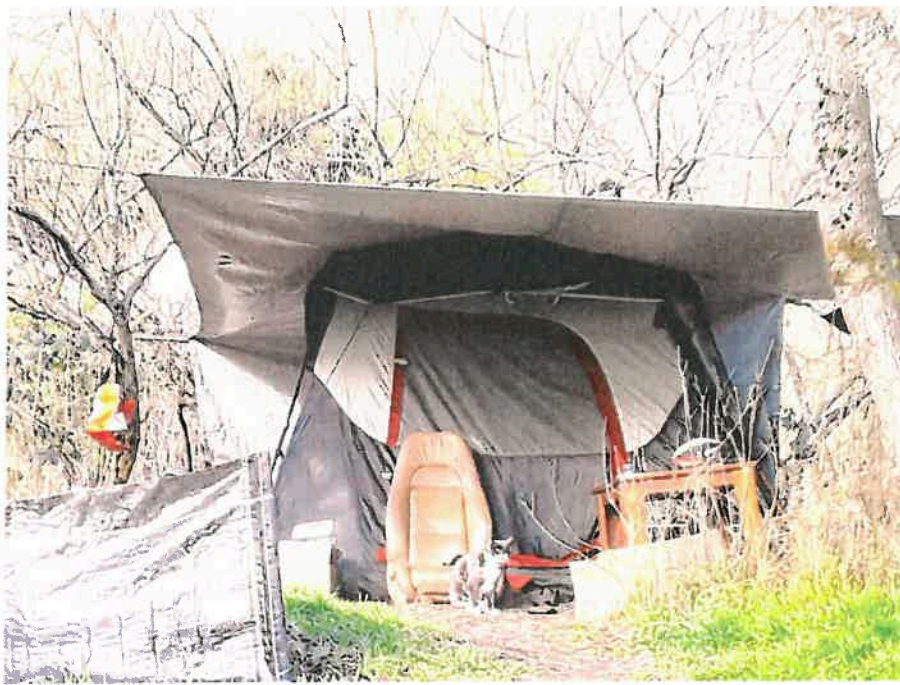
Date: 1/23/2021

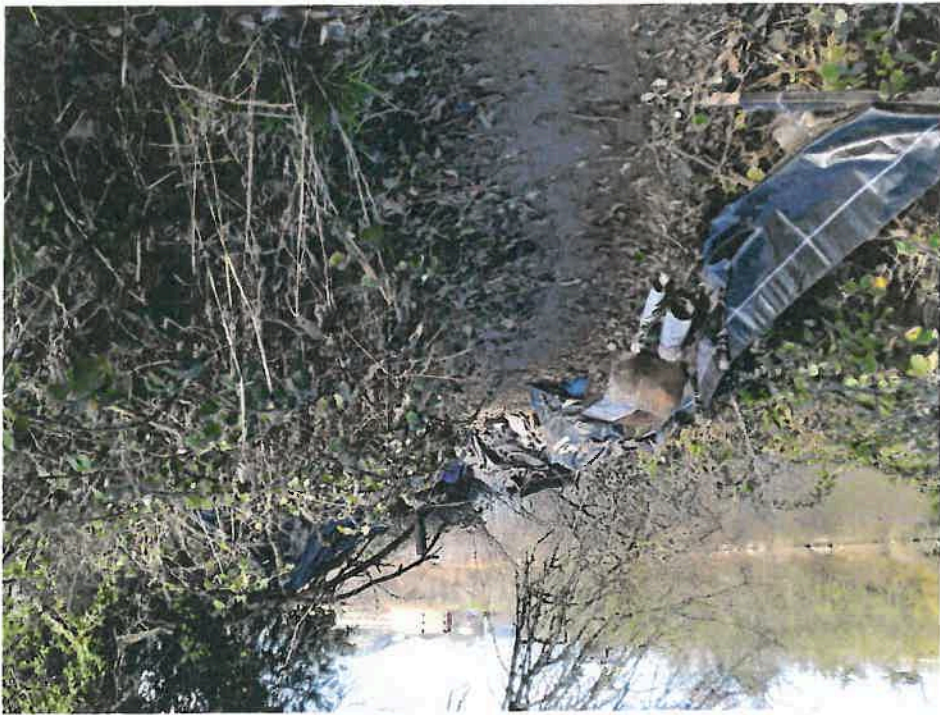
Location: Templin Beach Park
(Roseburg's ONLY Boat Launch),
Happy Tails Dog Park
(Roseburg's ONLY Dog Park)
All the way along the river to Hoover Ave.
Residential

Numerous Tents, Many Overnight Vehicles.

Ashley Hicks
541-530-1460









Date: 1/23/2021
Location: S. Mill Street
Residential

Note* two young girls (residents) around 10 years old told me this RV comes and goes and it has a really mean German shepherd.

Ashley Hicks
541-530-1460

A video of the location mentioned was attached to the email message



Date: 1/23/2021

Location: Duck Pond & Skateboard Park

Numerous tents

Many Overnight Vehicles

Ashley Hicks

541-530-1460





Date: 1/23/2021

Location: I5 Freeway Southbound exit 123

Ashley Hicks
541-530-1460

A video of the area mentioned was provided with the email.





Koree Tate

From: Ashley Hicks <ashleynroseburg@hotmail.com>
Sent: Sunday, January 24, 2021 5:20 PM
To: Larry Rich; gbrigham@adaptoregon.org; shaun.pritchard@ucanap.org;
kbolton@aviva.health; beichman@umpquahealth.com; shelley@shelleybriggs.com;
fieldman@cmspan.net; Information; Amy L. Sowa; Nicole A. Messenger; Scott Carroll
Subject: Yesterday on Deercreek Greenway
Attachments: 20210123_105351.mp4

Hello,

I took this video yesterday and wanted to share with you all. My hope is by sharing with you pictures and videos you'll see what we see along our city bike paths, waterways and public outdoor recreational spaces.

Thank you,

Ashley Hicks

730 Se Flint St.
Roseburg

541-530-1460

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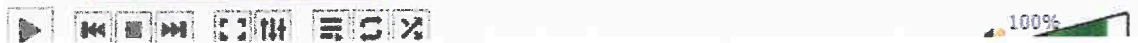
00:03 00:24

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Media Playback Audio Video Subtitle Tools View Help



00:07 00:24



Media Playback Audio Video Subtitle Tools View Help



00:15

00:24



Koree Tate

From: Ashley Hicks <ashleynroseburg@hotmail.com>
Sent: Sunday, January 24, 2021 5:42 PM
To: Larry Rich; gbrigham@adaptoregon.org; shaun.pritchard@ucanap.org;
kbolton@aviva.health; beichman@umpquahealth.com; shelly@shellybriggs.com;
fieldman@cmspan.net; Nicole A. Messenger; Information; Amy L. Sowa
Subject: Sat. 1/23 Deercreek Greenway



Get [Outlook for Android](#)

Photos were not viewable

Koree Tate

From: Ashley Hicks <ashleynroseburg@hotmail.com>
Sent: Sunday, January 24, 2021 5:52 PM
To: Larry Rich; Greg Brigham; shaun.pritchard@ucanap.org; Scott Carroll; shelly@shellybriggs.com; fieldman@cmspan.net; Nicole A. Messenger; Information; Amy L. Sowa; kbolton@aviva.health; beichman@umpquahealth.com
Subject: Overnight Vehicle in Micelli Park
Attachments: 20210123_095729.mp4

Date: 1/23/2021
Location: Micelli Park

Thank you,

Ashley Hicks
541-530-1460

Get [Outlook for Android](#)

A video was provided with the email

Media Playback Audio Video Subtitle Tools View Help



Koree Tate

From: Ashley Hicks <ashleynroseburg@hotmail.com>
Sent: Monday, January 25, 2021 6:52 AM
To: Larry Rich; Nicole A. Messenger; Information; Amy L. Sowa; Scott Carroll; Greg Brigham; shaun.pritchard@ucanap.org; kbolton@aviva.health; beichman@umpquahealth.com; shelley@shelleybriggs.com; fieldman@cmspan.net
Subject: Homeless Vandalism in Parking Garage

Date: 1/14/2021
Location: North side of Parking Garage

Ashley Hicks
541-530-1460



Koree Tate

From: Ashley Hicks <ashleynroseburg@hotmail.com>
Sent: Monday, January 25, 2021 7:08 AM
To: Larry Rich; Nicole A. Messenger; Amy L. Sowa; Information; Scott Carroll; Greg Brigham; shaun.pritchard@ucanap.org; kbolton@aviva.health; beichman@umpquahealth.com; shelly@shellybriggs.com; fieldman@cmspan.net
Subject: Homeless Downtown

Date: 1/3/2021
Location: Downtown
Jackson Street

In Roseburg this is humane to walk by a old man laying flat out on the cold concrete?

His name is Jeffrey Short
The same man sitting in front of city hall for YEARS without a solution from this city.

Ashley Hicks
541-530-1460



Koree Tate

From: sherrielincecum91 <sherrielincecum91@gmail.com>
Sent: Monday, January 25, 2021 11:15 AM
To: Information
Subject: I was wondering why you haven't included any of the homeless in this?

Sent from my Galaxy

Amy L. Sowa

From: Roseburg Morgue <manya2816@gmail.com>
Sent: Saturday, February 6, 2021 6:45 PM
To: Amy L. Sowa
Subject: Big thank you

I can not thank mayor rich and all of you for making it clear that,,,for the time being, we are following OHA protocol and leaving homeless camps alone.....thank you.

I plastered social media with it.

Amy, this CAN be a healing time. For the homeless, they can rest, like SCOTUS mandated. With out having to rest with one eye open. Rest is important for brain functioning. Brain functioning is important for making better choices.

I talk to these folks about citizenship. Both sides. Pick up your garbage. AndYou have rights as a citizen.

Its a double edge sword.

Thank you.

A big thing...would be..to allow s few dumpsters for the unhoused to use. They make garbage just like....everyone else. I have a garbage can. Can they have a dumpster.

I own my home and pay taxes. And honestly believe that the government is responsible for the safety and welfare of all their citizens. Not just a choosen few who are blessed more than others.

Thank you
Manya Nicholson

Amy L. Sowa

From: Janet Lamm <jkayla@charter.net>
Sent: Monday, February 15, 2021 10:28 AM
To: Larry Rich; Amy L. Sowa
Subject: A Washington company is creating \$5,000 prefab tiny homes that can be setup in 30 minutes to help solve the homelessness crisis — see how it works

A Washington company is creating \$5,000 prefab tiny homes that can be setup in 30 minutes to help solve the homelessness crisis — see how it works

<https://www.businessinsider.com/pallet-prefab-tiny-homes-for-the-homeless-2021-1>

Sent from my iPhone

Amy L. Sowa

From: Alex Kollitz <alex@wickedal.com>
Sent: Sunday, February 21, 2021 5:59 PM
To: Info Shared Mailbox
Subject: Homeless Meeting - Input

Hello Homeless Commission,

Thanks for tackling this issue.

I would like to offer some thoughts to ponder while thinking about possible solutions to the issue.

I see two major issues:

- 1) Migrate people from homeless to housed. Otherwise known as stop the bleeding.
- 2) Keep people from becoming homeless. Otherwise known as solving the root problem.

We're having problems with #1 and that's the easier of the two issues.

Here is a fact. We (the world) have had homeless and transients throughout the ages. It is nothing new. Given that we have had them through the ages and societies, we, as a society, need a permanent solution to #1 above as there is no reason to expect it will change anytime soon.

We need to accept this is a permanent situation and we need to have a real, permanent and ongoing solution for it.

Issue #2 is a 'nuther conversation but needs to have that conversation started at some point.

WRT Issue #1: People have different ideas about how to stop the bleeding. I'd like to relate an experience I have had in the wind industry and how that mirrors a lot of what I am seeing about possible homeless solutions. Here is my analogy. In the wind industry, you can find all types of wind turbine designs. The inventors, with the best of intent, design clever ways of solving a problem, how to convert wind energy into work. The problem is, they didn't understand how wind actually works (they didn't dig deep enough). They tried to impose a structure (a solution) that didn't take into consideration how the wind actually responds to its environment (just their theory). As a result, the wind turbines did not do the job that the inventors, with the best of intent, thought they would do.

I see that same issue here. Many people, fully committed to solving a problem, each with their own idea of how to do it and yet, not understanding the underlying issues of human and societal behavior, they are doomed to failure despite the best of intentions.

Unlike the wind, which can be easily quantified, human behavior is wide and varied. There is no one best solution. In order to have any VIABLE solution, it needs to understand how people respond, what drives them, how they make their decisions. The answer is to then build a door that reflects a positive decision on what THEY value, not what you and I value. They will walk through that door, they will choose it. Back to wind, you design your turbine to work with how the wind flows and you have a successful design that works. Same with people but you have to understand what drives their decision, you have to understand how THEY work and design a program accordingly.

My assumption is that these are rational decision makers who just need some help to get there from here. I know that assumption applies to some, but not all. There are many different doors that need to be built accordingly. Issue #1 is the easy issue, and it's not easy.

All the best!

Thanks for your time and commitment to this issue!

Sincerely,

Alex Kollitz
480 540-6216 (Roseburg)

Amy L. Sowa

From: Alex Kollitz <alex@wickedal.com>
Sent: Monday, February 22, 2021 7:33 AM
To: Info Shared Mailbox
Subject: Homeless Meeting - Input Pt2

Hello Homeless Commission,

I would like to offer additional perspective about the homeless situation.

There are three entities whose rights and responsibilities are affected.

1. Individual
2. Societal
3. Nature

Freedom = responsibilities. We only have freedoms when we act responsible with respect to the individual, society and nature. Neglect to any one damages it, therefore we have those rights and responsibilities in balance. The commonality in all three is the individual. The individual has the responsibility to maintain the balance between themselves, society and nature. Abdication of this responsibility results in a restriction of freedoms, that is what laws are all about, an attempt to maintain as much freedom as possible between the three entities.

When you forego your responsibilities to yourself, society and nature, you forego your rights. When you transfer your responsibilities to other people to have them take care of things for you, you are a dependent. If you are in charge of dependents, you have to act in their best interests of growth out of dependency, they, in turn, need to follow your rules that enable that to occur. Some will need a little guidance and a foothold to do this, others have significant mental issues that they may never recover from, all need to be accommodated.

To reiterate, this is something that has been with society as long as there has been civilization. As a society, we have a responsibility to address it in a humane manner.

Again, thanks for your time and commitment to this issue!

Sincerely,

Alex Kollitz
480 540-6216 (Roseburg)

Amy L. Sowa

From: Roseburg Morgue <manya2816@gmail.com>
Sent: Wednesday, March 31, 2021 7:28 PM
To: Info Shared Mailbox
Subject: Vigilantes in Roseburg
Attachments: 20210331_175426.jpg; 20210331_175439.jpg; 20210201_154923.jpg

Gee. I am at wits end. I do believe that the homeless commission folks need to read this. This is the mentality of some roseburgians.

Not quite sure what to do. The paper isn't interested. I think you might want to know whats going on in our burg. And hopefully, the folks/vigilantes will not continue this abhorrent behavior.

The city needs to know that on January 28/29, 2021, vigilantes tore down and disposed of all belongings of a homeless camp at MP123 I-5.

Because it abandoned, it was Not. 3 CITIZENS lived there.

Because,,, it was unsightly...we all know that but thats no reason to break the law Or illegally do a clean up

Because ,,,it was on private land, NOT. it was on ODOT property. I spoke with mr mike wells odot.

Because,,,they thought they could.

Included here is the cease and desist letter that was sent to hicks. Her fb pages have been sanitized. I have screen shots.

Why am i doing this now, ,, i was gagged.

Hicks settled. Returned items that she said went to the dump, bought replacement items for said stuff and gave mr long 500\$ as restitution.

A copy of the letter and a MUG shot of themselves. All of this was found on Ashley Hicks PUBLIC Facebook page. Nothing nefariously done to find this information. I was just able to screen shot it.

I realize that the homeless situation is complex. There are no easy answers. But we desperately need a solution.

Thank you
Manya Nicholson

Turn of Property

you on behalf of my client Burton Long. We represent him regarding his claims for entering his camp without permission and taking possessions which were essential for survival outdoors in winter. We understand that you are part of a group that engages in this tortious conduct. If you have an attorney representing you, please stop and forward this letter to them.

On January 27, 2021, your group entered Mr. Long's camp on the I-5 corridor, near the Douglas grounds. As your group removed trash, Mr. Long informed your group that certain personal possessions were essential. Mr. Long made clear that your group was not to remove essential personal possessions. He also told your group not to return to the camp or remove him from being there. Unfortunately, you did not respect this.

On January 28, you returned to the camp when Mr. Long was not present. You took items away, including Mr. Long's essential personal possessions. Mr. Long left his camp in wet and cold winter weather, to find himself stripped of any means to sheltered, or warmly fed. You left Mr. Long with nothing other than what he had on his person at the time.

You have taken and kept Mr. Long's property without permission. By doing so, you have committed conversion and trespass to chattels. Please contact my office to arrange your group's return of Mr. Long's essential personal possessions.

The items you took are necessary for Mr. Long's winter and survival outdoors as an unhoused person. They should be returned to him at once. These include but are not limited to:

• Two full sets of clothing

• Four large tarps

• Four sleeping bags

• Four blankets

• Two pillows

• Personal hygiene kit

• Battery-powered shaving kit

• Cans for deposit return, five full 32-gallon bags

made
then utensils and containers
non-perishable food items, full size
to shave
to take
newspapers
to boots

to Mr. Long for having taken these things. If you do not cease and desist
on these activities at once, you will expose yourself to further liability.

we are to resolve this matter, short of our filing a lawsuit against you. We are
to file for immediate return of Mr. Long's property and payment from you of \$500
if return of Mr. Long's property is no longer possible, we are authorized to act
from you of \$2,375.

we respond by March 15, 2021. Mr. Long has authorized us to file suit against you for
of \$4,500. If it is necessary to file suit, we will also claim our attorneys' fees from you,
reached on my direct line at 541-236-7633.

Yours,

Patrick Chaney
Staff Attorney

 Comment

 Share



ew. Thank you Heather for leading a great
successful mission and without injury.
Heather, Steve and Jeremy for letting me

PREVIOUSLY EMAILED COMMENT
RACHEL THOMPSON-LEONARD - ATTACHMENT D

Amy L. Sowa

From: Rachel Thompson-Leonard <RACHEL.Y.THOMPSON-LEONARD@dhsosha.state.or.us>
Sent: Monday, April 19, 2021 12:08 PM
To: Info Shared Mailbox
Subject: Homeless Commission Needs

Good Afternoon,

ODHS employees are wanting to engage in community service addressing the houseless in our community. There have been laundry services in the past and our committee wanted to know how that service works or any community service work that needs to be done in the community geared to the houseless. We are planning a cleanup for June and would like your input.

Thanks,

Please use D6.RelativeSearch@dhsosha.state.or.us for all relative search inquiries

Rachel Thompson-Leonard

Social Service Specialist I/ Relative Engagement Specialist (RES)

DHS Child Welfare

Office: (541) 440-3310 Cell: (541) 315-6371

Fax: (541) 673-9938

Office Hours: Mon-Thur 7am-6pm

In office: Wednesdays, Telework: Mon, Tues & Thurs

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PREVIOUSLY EMAILED COMMENT
BETSY CUNNINGHAM - ATTACHMENT D

Community Sanitation Request

April 22, 2021

To Roseburg City Manager and Homeless Commission:

We, the undersigned, have joined together to ask that some basic sanitation be provided to those living rough outside in Roseburg. Please do not wait for a plan to address the bigger issue of so many people who have no place else to go but our public lands; we need you to address the sanitation issue right now.

We all have a basic human right to fresh water and sanitation. This is a critical public health and safety issue, as well as an environmental threat. So the City must take action to fix this.

The fix is as simple as the City providing the following where people are living rough today:

- Water
- Toilets
- Trash services
- Sharps containers

We all support a permanent solution to homelessness. However even if we change our ways and make a real commitment to do what is needed to make this happen, that goal would not be reached for a long time. Even temporary plans to address the large number of people living rough are too far in the future. So while we wait for those bigger and better goals to be accomplished, we cannot continue to ignore the problem that now seems to be overwhelming the city and is impacting the livability for everyone.

Although we support the above, we believe that a better solution is to establish organized and managed safe ground for people to be until we can get them housed. These would provide the basic sanitation needs, as well as, serve as a point of contact for people to access services that can help get them off the streets.

Thank you for your time and attention.

Printed names below indicate signatories.

Karl Reer, Roseburg OR 97470

Eva Kutas, Roseburg OR 97470

Nyla McCarthy, Roseburg, OR 97470

Peter Bale, Roseburg, OR 97470

Betsy Cunningham, Roseburg OR 97470

Katherine Stone, Roseburg OR 97470

Christopher Hutton, Roseburg OR 97470

Tim Edmondson, Roseburg, OR 97470

Danny Quinn, Roseburg, OR 97471

Ruth M. Smith, Roseburg OR 97470

Tommy D. Smith, Roseburg OR 97470

Doris A. Loveday, Roseburg OR 97470

Glenn Stroud, Roseburg OR 97470

Mary Schuchard, Roseburg OR 97470

Jaiden Oquendo, Roseburg OR 97470

Manya Nicholson, Roseburg OR 97470

Wayne Ellsworth, Sutherlin, OR 97479

PREVIOUSLY EMAILED COMMENT
BETSY CUNNINGHAM - ATTACHMENT D

Amy L. Sowa

From: Betsy Cunningham <betsy@housingfirstumpqua.org>
Sent: Thursday, April 22, 2021 7:39 AM
To: Nicole A. Messenger; Info Shared Mailbox
Subject: Community Sanitation Request to City Manger & Homeless Commission
Attachments: Community Sanitation Request.docx.pdf

Good morning,

Housing First Umpqua called together folks who have been working to address the problems of so many living outside to find a better way than what is happening now. These are not necessarily folks who are part of HFU. In fact our intent is to expand this into a real community based effort involving anyone who is interested in addressing homeless humanely.

These gatherings bring people together to focus on finding places where people can be and not get constantly displaced or moved around, something HFU is calling Safe Ground. However, at our first meeting, all were concerned with the immediate need for sufficient access to water and sanitation services for those living rough on our commons right now. The attached Community Sanitation Request is about that limited issue.

When we develop the Safe Ground concept more fully, we will be sending that to you. Right now, we are asking that basic sanitation be implemented by those who have the authority to do so, as soon as possible. So we are starting with the City Manager and the Homeless Commission.

We may have additional names or signors to add. If we do, I will forward that info to both of you. We trust that this will be a matter for discussion at the upcoming Homeless Commission meeting.

Thank you,

Betsy Cunningham

ROSEBURG HOMELESS COMMISSION AGENDA ITEM SUMMARY



NAVIGATION CENTER SURVEY RESULTS

Meeting Date: July 26, 2021
Department: Administration
www.cityofroseburg.org

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

ISSUE STATEMENT AND SUMMARY

During the last Commission meeting, Commissioner Pritchard offered to send out a survey with questions related to a Navigation Center.

BACKGROUND

N/A

ANALYSIS

Commissioner Pritchard worked with his staff to prepare a survey to be distributed via email, to a variety of organizations and individuals in the community. The survey was sent out to 44 individuals, primarily with Community Based Organizations. Fourteen responses were received from representatives of the following organizations:

- Redemptive Ministries/Wheels of Hope
- Aviva Health
- Southwestern Oregon Workforce Investment Board (SOWIB)
- Housing Authority of Douglas County
- HIV Alliance
- Umpqua Health Alliance
- Oregon State Legislature, Rep. Gary Leif office
- Mercy Medical Center Behavioral Health
- Onward
- Adapt (2)
- Rogue Retreat (2)
- The Ministry

The full summary of responses is attached. Below are a few highlights from the survey:

Organizational goals the respondents felt could be met by their organization participating onsite with the Navigation Center included:

- Leadership, case management, forward movement
- Provide health services, return to downtown, support homeless
- Outreach to those that are currently seeking employment
- To meet clients where they are at. We would like to provide full services for safe guarding at-risk clients. Testing, NEX, Naloxone, PrEP access.
- Demonstrate solutions to our local challenges facing the unhoused.

- Addressing homelessness and housing needs
- Increase the homeless community's access to services, reduce barriers they encounter, and improve service provider collaboration.
- Access to primary care, OHP eligibility, access to Douglas County resources, access to clothes, hygiene products, showers, and laundry services.
- Wrap-around services and providing opportunities for the homeless to have hope.
- Christian outreach, support and peer advocacy
- To provide primary care and behavioral health services to the population served. We are also looking for ways to provide social determinants of health as part of our mission.

When asked if they were interested in leading the administration of the Navigation Center, three of the respondents said they were interested, while the other eleven were not interested. If we send out an RFP, those three agencies would be notified to provide them an opportunity to submit a proposal.

Several respondents felt that of existing organizations, the following had or could have the capacity to run the operations of the shelter: Max Stafford/Redemptive Ministries/Wheels of Hope, Onward, Dream Center, UCAN, Adapt and Rogue Retreat.

Five of the respondents felt they could contribute financially for ongoing operations of a shelter at the following levels, mainly through grants and other funding sources

- 1-5k a year (2 respondents)
- 5-25k a year (2 respondents)
- Over 25k (1 respondent)

This is for informational purposes only.

ATTACHMENTS

ATT1 – Survey Results

Q1 Please tell us who you are

Answered: 14 Skipped: 0

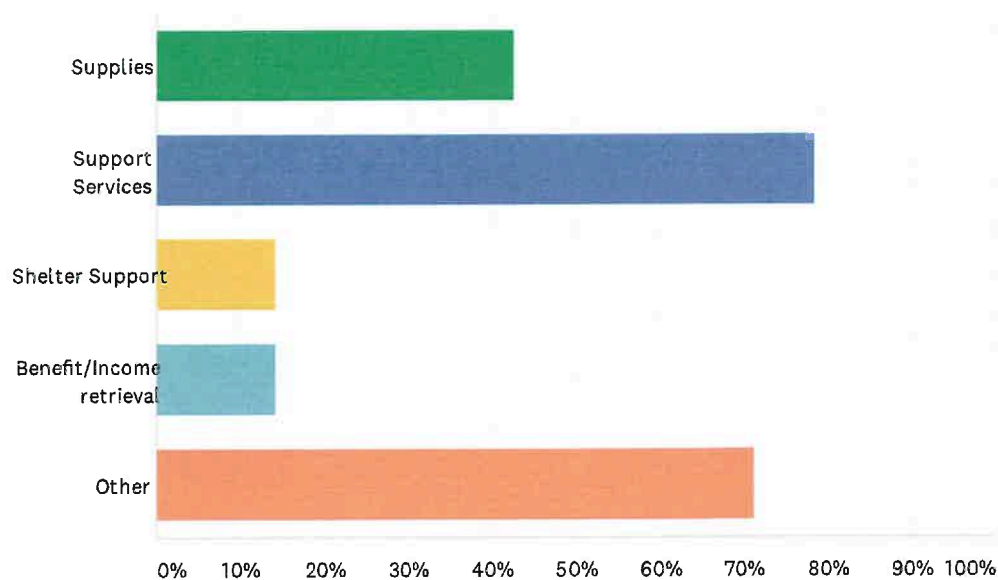
ANSWER CHOICES	RESPONSES	
Name	100.00%	14
Organization	100.00%	14

Q2 What organizational goals will be met by your participating onsite with the Navigation Center?

Answered: 14 Skipped: 0

Q3 What services will your organization be providing:

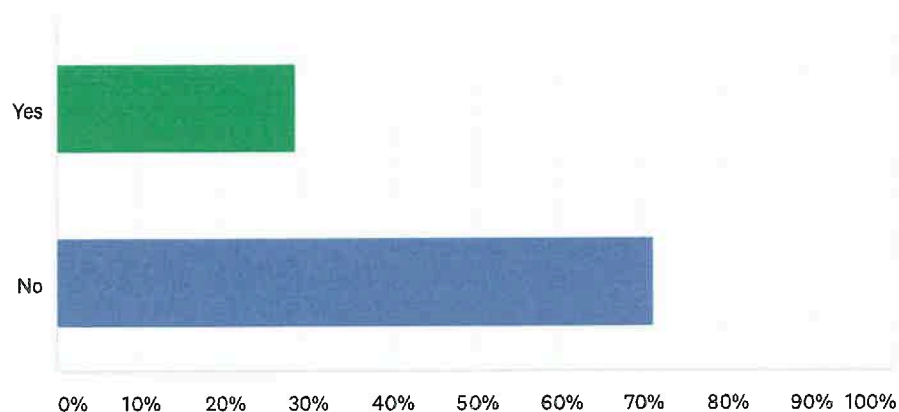
Answered: 14 Skipped: 0



ANSWER CHOICES	RESPONSES	
Supplies	42.86%	6
Support Services	78.57%	11
Shelter Support	14.29%	2
Benefit/Income retrieval	14.29%	2
Other	71.43%	10
Total Respondents: 14		

Q4 Will you require administrative staff support (receptionist, as an example) ?

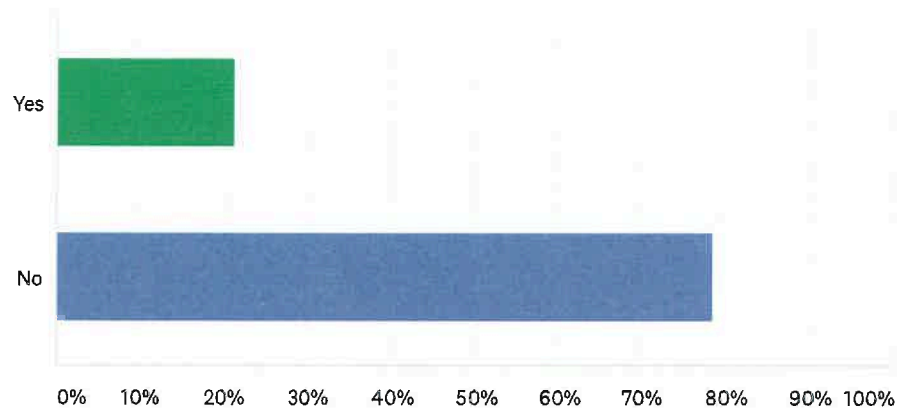
Answered: 14 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	28.57%	4
No	71.43%	10
TOTAL		14

Q5 Are you interested in leading the administration of the Navigation Center? What would you need to support you in being the lead for the Navigation Center?

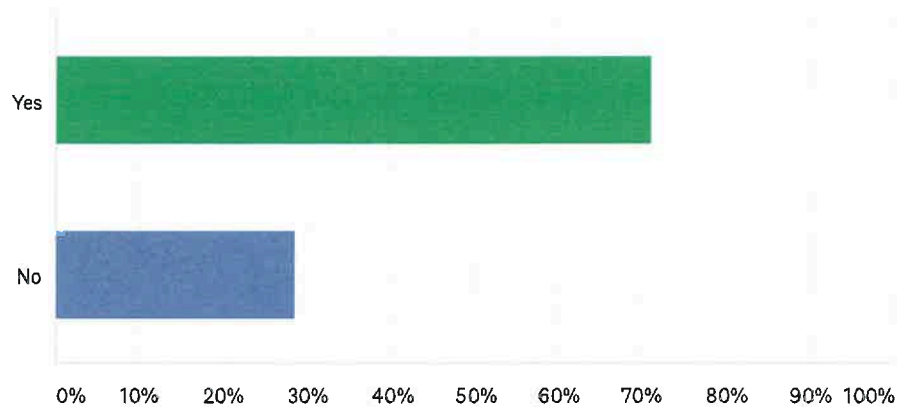
Answered: 14 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	21.43%	3
No	78.57%	11
TOTAL		14

Q6 Is there an existing organization that you feel has or could grow the capacity to run the operations of the shelter, with administrative assistance of established homeless organizations like Rogue Retreat (operates shelters in Medford/Grants Pass)?

Answered: 14 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	71.43%	10
No	28.57%	4
TOTAL		14

Q7 Who in your organization is best suited to serve on the Navigation Site Planning Committee?

Answered: 14 Skipped: 0

Q8 How many staff will you be deploying to the Navigation Center in total?

Answered: 14 Skipped: 0

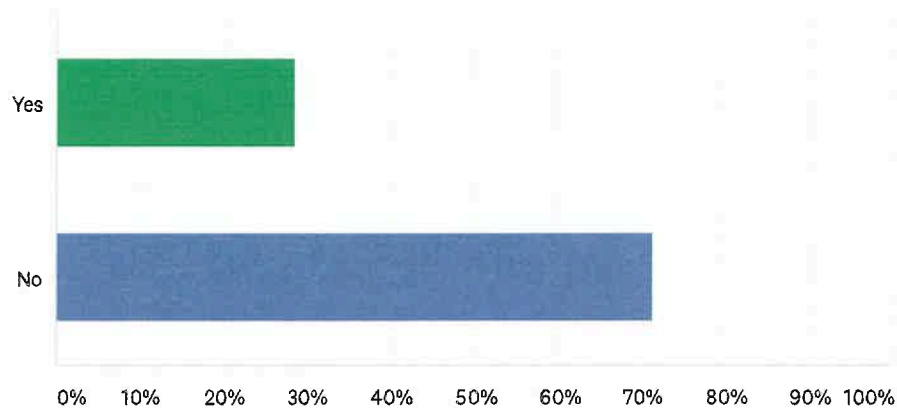
Q9 Please indicate number of staff on site next to number of hours per week they will serve

Answered: 11 Skipped: 3

ANSWER CHOICES	RESPONSES	
1-4 hours a week	45.45%	5
1-2 days a week	36.36%	4
3-5 days a week	54.55%	6
On call Only	36.36%	4

Q10 Would your organization have any specific requirements for office space at UCAN's Mill St. location, beyond private conference room, internet connection, and printer/scanner functions?

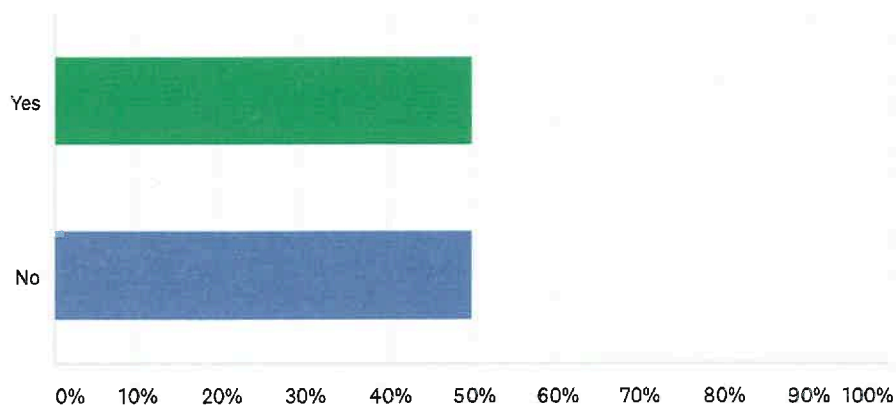
Answered: 14 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	28.57%	4
No	71.43%	10
TOTAL		14

Q11 Have you participated in a tour of the Mill St. office?

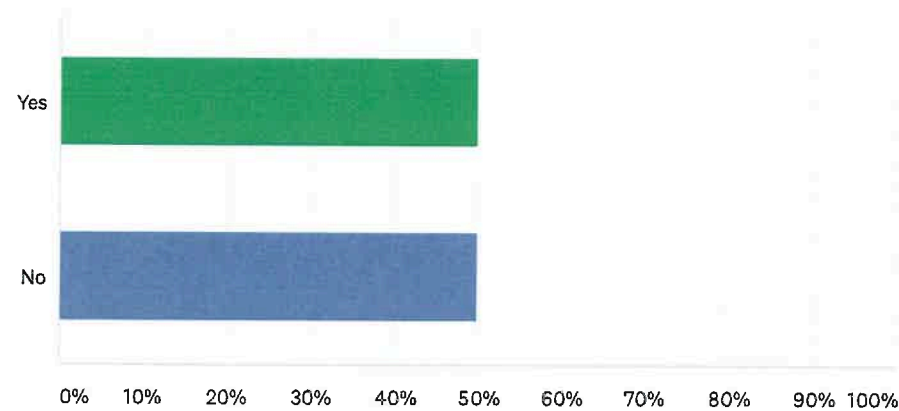
Answered: 14 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	50.00%	7
No	50.00%	7
TOTAL		14

Q12 Do you have experience in overseeing, onsite emergency shelter operations?

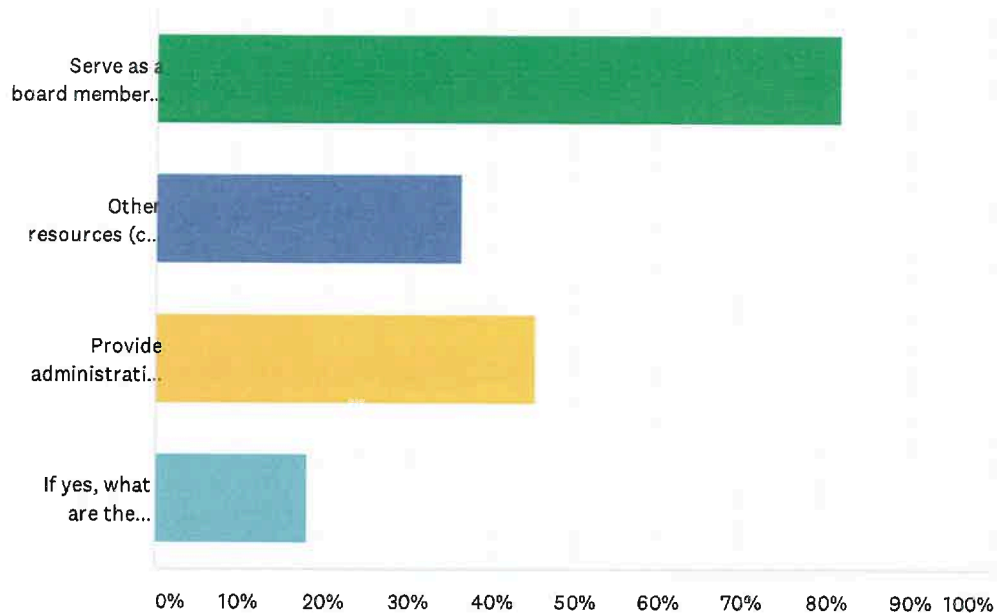
Answered: 14 Skipped: 0



ANSWER CHOICES		RESPONSES	
Yes		50.00%	7
No		50.00%	7
TOTAL			14

Q13 If an existing organization can't be identified to run the daily operations of a shelter can your organization assist through one or more of the following:

Answered: 11 Skipped: 3



ANSWER CHOICES

RESPONSES

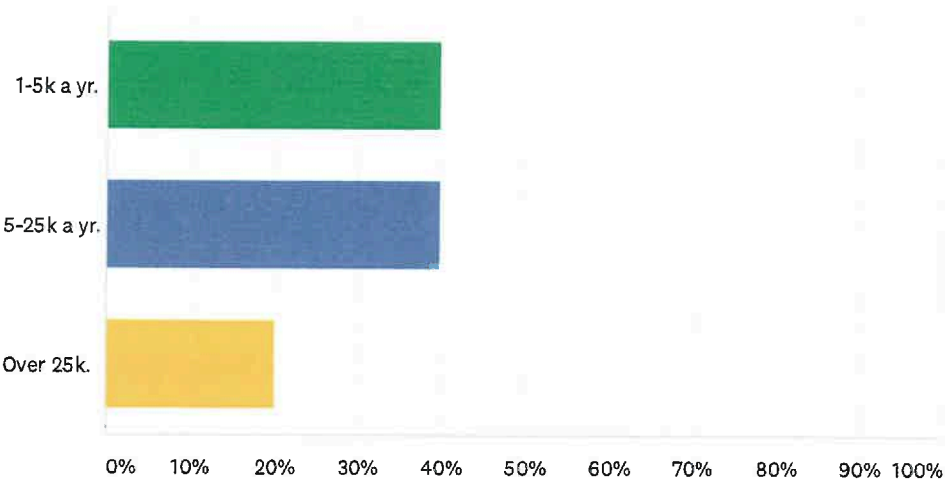
Serve as a board member in formation of a non-profit	81.82%	9
Other resources (cash & in-kind) to support shelter operations	36.36%	4
Provide administrative services to a non-profit through a memorandum of understanding	45.45%	5
If yes, what are the possible services, e.g. payroll, accounting, grant management, purchasing...	18.18%	2
Total Respondents: 11		

Q14 We are hopeful that the state will provide an ongoing revenue stream for operation of a shelter. However, we can't count on this. It is important that the \$1.5 million be used in a way to not overbuild a system that can't be supported on an annual basis. Please identify the financial resources that your organization might be able to bring to the table for annual operations of a shelter.

Answered: 9 Skipped: 5

Q15 Amount?

Answered: 5 Skipped: 9



ANSWER CHOICES	RESPONSES	
1-5k a yr.	40.00%	2
5-25k a yr.	40.00%	2
Over 25k.	20.00%	1
TOTAL		5

Q16 In-kind donations (Time, Materials, Volunteers, Supplies etc.)

Answered: 11 Skipped: 3

Q17 Who else needs to be involved in this effort for it to be successful?

Answered: 10 Skipped: 4

Q18 How much time do you estimate you have to offer to this project currently?

Answered: 12 Skipped: 2

ROSEBURG HOMELESS COMMISSION AGENDA ITEM SUMMARY



REQUEST FOR PROPOSALS FOR NON-PROFIT

Meeting Date: July 26, 2021
Department: Administration
www.cityofroseburg.org

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

ISSUE STATEMENT AND SUMMARY

Since the last Commission meeting, staff has been working on a draft request for proposals (RFP) to go out in search of a qualified non-profit to operate a Navigation Center in Roseburg.

BACKGROUND/ANALYSIS

The City of Roseburg was the recipient of \$1.5M in state funds to establish and operate a Navigation Center/Emergency Shelter in Roseburg by June 30, 2022. HB2006 outlines the qualifications for the organization that will operate such a facility. The organization must be:

- (a) A local government as defined in ORS 174.116;
- (b) An organization with at least two years' experience operating an emergency shelter using best practices that is:
 - (A) A local housing authority as defined in ORS 456.375;
 - (B) A religious corporation as defined in ORS 65.001; or
 - (C) A public benefit corporation, as defined in ORS 65.001, whose charitable purpose includes the support of homeless individuals, that has been recognized as exempt from income tax under section 501(a) of the Internal Revenue Code on or before January 1, 2018; or
- (c) A nonprofit corporation partnering with any other entity described in this subsection.

The Commission agreed that sending out an RFP would be an appropriate way to find an organization to help get the Navigation Center up and running, and to operate it once opened. Staff reviewed documentation from other organizations and the requirements outlined in HB 2006 and incorporated them into the attached draft RFP.

Much of the document is standard language required by statute or City policy. The main areas for consideration are the scope of work (Exhibit "C"), minimum qualifications (Exhibit "D", evaluation criteria (Exhibit "E") and any information we should be requesting for submission as part of the response to the RFP.

Staff is seeking input from the Commission regarding the content of the RFP and any suggested edits, modifications, or additions.

ATTACHMENTS

ATT1 – Draft Request for Proposals (RFP)

CITY OF ROSEBURG
REQUEST FOR PROPOSALS
FOR
NAVIGATION CENTER, SHELTER AND SUPPORT SERVICES
RFP NO. CMO-21-02

SUBMITTAL DEADLINE: 2:00 P.M., , 2021

**CITY OF ROSEBURG
REQUEST FOR PROPOSALS
NAVIGATION CENTER, SHELTER AND SUPPORT SERVICES**

RFP NO. CMO-21-02

NOTICE IS HEREBY GIVEN, the City of Roseburg is requesting proposals from community-based organizations (CBOs) interested in providing Navigation Center, shelter and support services to community members in Roseburg, Oregon. Interested parties will be provided sufficient information to prepare and submit proposals for consideration by the City. It is the City's intent to select the most advantageous proposal based on the evaluation criteria set forth in the Request for Proposals (RFP) packet. A copy of the RFP packet may be downloaded from the City's website at www.cityofroseburg.org.

All proposals must be submitted by paper or electronically via email. Proposals received in paper format must be sealed, clearly marked **Navigation Center, Shelter and Support Services Proposal - RFP No. CMO-21-02, 2:00 p.m., (**enter opening date)** and received in the City Manager's Office at Roseburg City Hall by the above specified date and time. Proposals received electronically via email must be sent to Amy Sowa, City Recorder at bids@cityofroseburg.org and clearly marked in the subject line of the email **Navigation Center, Shelter and Support Services Proposal - RFP No. CMO-21-02, 2:00 p.m., (**enter opening date)** and received by the above specified date and time. Any proposals received after that date and time, or not submitted in the proper manner, will be returned without further consideration.

The City reserves the right to reject any and all proposals received as a result of this RFP, to waive any irregularities and to accept the proposal deemed to be in the best interest of the City. Preparation and submission of proposal is at the proposer's sole risk and expense.

Amy L. Sowa, City Recorder

Dated this **day of** , 2021.

Posted on the City's website on this **day of** , 2021.

**CITY OF ROSEBURG
REQUEST FOR PROPOSALS
NAVIGATION CENTER, SHELTER AND SUPPORT SERVICES
RFP NO. CMO-21-02**

GENERAL REQUIREMENTS AND INSTRUCTIONS TO PROPOSERS

1. GENERAL INFORMATION. These general requirements and instructions have been written to describe the Navigation Center, Shelter and Support Services more particularly described in the Request for Proposals (RFP) Exhibit "C" for opening and operating a navigation center in the City of Roseburg.

This RFP is intended to provide interested CBOs (herein referred to as proposers) with sufficient information to prepare and submit proposals for consideration by the City. It is the City's intent to select the most advantageous proposal based on the evaluation criteria set forth in this RFP.

The City reserves the right to reject any and all proposals received as a result of this RFP prior to the execution of a contract upon a finding that it is in the public interest to do so. Preparation and submission of a proposal is at the proposer's sole risk and expense.

Proposals and all accompanying documents will become the property of the City and will not be returned. See Section 16 of this RFP, entitled "Public Records".

This RFP contains and incorporates the following:

Exhibit "A"	Proposal Form
Exhibit "B"	Professional/Personal Services Contract, including City's Standard Contract Provisions
Exhibit "C"	Description of Services
Exhibit "D"	Minimum Qualifications
Exhibit "E"	Evaluation Criteria

2. FORM OF PROPOSAL. Proposals are to be based on and submitted in accordance with the instructions contained in this RFP. The City may change these instructions at any time prior to the Solicitation Closing by addendum as provided in Section 6 of this RFP. Proposers are responsible for responding to all addenda.

3. POINT OF CONTACT. The City Manager's Office is the point of contact in the City for this RFP. With the exception of technical questions regarding the services being requested (See Section 4 below) all correspondence pertaining to this RFP should be directed to Amy L. Sowa, City Recorder, 900 S.E. Douglas Avenue, Roseburg, OR 97470 or asowa@cityofroseburg.org. The City Manager's Office may be contacted by calling 541-492-6700.

4. TECHNICAL CLARIFICATIONS, REQUESTS FOR CHANGES. Questions regarding specific technical aspects of the service requested by this RFP or seeking clarification concerning this RFP may be directed to **(**enter responsible department head)** by calling 541-492-6700. No oral clarification will be binding on the City. The City will be bound only by this RFP and any written addendum issued hereunder.

Requests for changes to this RFP, including requests for changes in any of the exhibits to this RFP must be submitted in writing to the City Recorder not later than ten calendar days prior to the date of the Solicitation Closing. The request must include a statement of the requested changes and the reason therefore. The request shall be marked as a "Request of Change in RFP" and specify the RFP Number set forth in the caption to this RFP. The City will respond to all written requests for changes, in writing, within five days of receipt of such request.

If inquiries, comments or requests for changes raise issues that require clarification or a modification to this RFP, the clarification or modification will be made by written addendum as provided in Section 6 of this RFP.

5. SCHEDULE OF EVENTS. The following schedule of events shall be followed for this RFP. Proposers are strongly encouraged to attend the RFP conference, if scheduled. If no date is shown below, then the event is not scheduled for this RFP. Failure to attend a Mandatory RFP Conference may result in PROPOSAL rejection.

Solicitation Starting Date (RFP available)	**enter date of ad publication
RFP Conference	**Mandatory, enter date if applicable
RFP Conference - Optional	**enter date if applicable
Solicitation Closing	2:00 p.m., on **enter date
Initial Proposal Review Period	**enter staff review dates
Mandatory Interviews	**enter date if applicable
Notice of Competitive Range	**enter date if applicable
Negotiation -Interview Period	*enter interview period if applicable
Notice of Intent to Award	30 days after Solicitation Closing
Award and Execution of Contract	60 days after Solicitation Closing

If the City receives a request for change or protest from a proposer in accordance with the instructions in this RFP, the City may extend the Solicitation Closing date as necessary to consider whether to issue an addendum. The City also reserves the right to delay any of the dates set forth above, if it is determined to be in the best public interest to do so. The addendum shall become effective upon execution by the City.

If the City decides to negotiate with proposers in the competitive range, notice of intent to award will only be given to proposers in the competitive range and shall be made after completion of negotiations.

6. ADDENDUM TO THE REQUEST FOR PROPOSALS. In the event it becomes necessary to revise any part of this RFP prior to the Solicitation Closing, an addendum will be provided to all proposers who have requested and received a copy of this RFP. RECEIPT OF AN ADDENDUM MUST BE ACKNOWLEDGED BY SIGNING AND RETURNING THE DOCUMENT WITH THE PROPOSAL. Proposers may protest requirements of this RFP by submitting a request for change, in accordance with Section 4 of this RFP. No addendum will be issued less than four days prior to the date of the Solicitation Closing.

7. FORMAT OF PROPOSALS. Proposals must contain the information specified in Section 8 of this RFP. Proposals must be prepared on the Proposal form attached hereto as RFP Exhibit "A." A Proposal should provide a concise description of the proposer's ability to satisfy the requirement of this RFP and the contract attached hereto as Exhibit "B", along with the City's Standard Contract Provisions attached as an exhibit to such contract.

8. CONTENT OF PROPOSALS. Proposals should demonstrate that the proposer can furnish the services in a manner that will be cost effective for the City. Those Proposals which do not contain all information required by this RFP or are otherwise non-responsive may be rejected immediately; however the City has discretion to accept a Proposal that does not conform with all RFP requirements if the City determines that the non-conformance is not substantial or material. If a Proposal is unclear, or appears inadequate, at the City's discretion, the proposer may be given an opportunity to explain how the Proposal complies with the RFP. The City also has discretion to permit a proposer to correct a typographical error or other minor mistake or oversight in its Proposal.

8.1. Proposals must contain at least the following:

8.1.1 Proposal Form. The Proposal form, attached hereto as RFP Exhibit "A" must be fully completed, submitted and duly executed by the authorized representative of the proposer, and include the following:

- a.** The proposer's business name, address, telephone number, email address and federal taxpayer identification number;
- b.** The proposer's legal form of entity (sole proprietor, corporation, LLC, etc.) and, if applicable, state of incorporation or organization and main office address;
- c.** Name(s) and title(s) of person(s) authorized to submit the Proposal and to execute the professional services contract; and
- d.** The fees and charges that proposer will charge for the services rendered based on the format outlined in RFP Exhibit "A".

8.1.2 Qualifications. The proposers statement of qualifications must contain the following:

- a. A description of the key personnel that will perform the services and their particular qualifications;
- b. A description of how proposer complies with all minimum qualifications set forth in RFP Exhibit "D";
- c. Special services the proposer can provide in connection with the services required by this RFP and as described in RFP Exhibit "C"; and
- d. Any experience proposer has had in providing the services required by this RFP to the City or other public entities.

8.1.3 References. Proposals must contain a list of all private and public entities for which the proposer has provided similar services within the past two years and the name and phone number of a person within each entity who is knowledgeable of the proposer's performance record.

8.2 Alternatives. A proposer shall only submit alternative terms and conditions to the terms and conditions the City expressly authorized for negotiation under Section 14 of this RFP.

9. EXECUTION OF CONTRACT. The proposer selected by the City to provide the requested services will be expected to deliver proof of all required insurance, and to enter into a written professional/personal services contract in the form attached hereto as RFP Exhibit "B".

BY SUBMITTING ITS PROPOSAL, THE PROPOSER CERTIFIES THAT IT HAS READ AND ACCEPTS ALL TERMS, CONDITIONS AND REQUIREMENTS OF THIS RFP, INCLUDING THE TERMS AND CONDITIONS OF THE FORM OF CONTRACT IN RFP EXHIBIT "B", AND THAT IF PROPOSER REFUSES TO EXECUTE THE CONTRACT AFTER AWARD, THE CITY WILL BE ENTITLED TO SEEK COMPENSATION FOR ITS DAMAGES, WHICH MAY INCLUDE THE COST OF CONDUCTING A NEW SOLICITATION.

10. DELIVERY OF PROPOSALS. In order to be considered, 1 copy of the sealed paper Proposal or electronic submittal must arrive at the City Manager's Office before the time and date of the Solicitation Closing as described in this RFP.

- Paper Proposals must be submitted in sealed envelopes clearly marked with the RFP number shown in the caption of this RFP and the time and date of the

DISCUSSION ITEMS IV. C
ATTACHMENT #1

Solicitation Closing. Proposers who mail Proposals should allow extra mail delivery time to insure timely receipt of their Proposals.

- Electronic submittals must be sent to the attention of Amy L. Sowa, City Recorder by emailing bids@cityofroseburg.org by the time and date of the Solicitation Closing.

Proposals received after the Solicitation Closing will not be considered and will be returned unopened to the proposer.

11. SUBMISSION AND WITHDRAWAL OF PROPOSALS. Proposers may modify or withdraw their Proposals at any time prior to the Solicitation Closing by providing a written request for modification or withdrawal to the City Manager's office. Requests for withdrawal of Proposals will not be accepted after the Solicitation Closing. A proposer may also withdraw its Proposal in person prior to the Solicitation Closing, upon presentation of appropriate identification and satisfactory evidence of authority to the City Recorder. The City Recorder shall obtain the signature of the person making the withdrawal.

ALL PROPOSALS SHALL BE IRREVOCABLE FOR A PERIOD OF 60 DAYS FROM THE SOLICITATION CLOSING.

12. OPENING OF PROPOSALS. Proposals received in response to this RFP will be opened publicly, either in person or virtually, by the City Recorder or designee, immediately after the Solicitation Closing in the City's administrative offices located at 900 S.E. Douglas Street, Roseburg Oregon or virtually. If opened virtually, a link will be published on the City's website at <https://www.cityofroseburg.org/bidding> no less than 24 hours prior to the opening date and time. The names and addresses of all proposers will be announced and recorded by the City Recorder. No other information will be made available at that time.

13. MINIMUM QUALIFICATIONS REQUIRED. Proposals must indicate how the proposer satisfies the minimum qualifications set forth in RFP Exhibit "D".

14. EVALUATION OF PROPOSALS. The City will evaluate the Proposals according to the evaluation criteria and rating scheme set forth in RFP Exhibit "E" and in accordance with the following:

14.1 Interviews/Samples. The City may require interviews with all responsive proposers regardless of the interview schedule in Section 5 of this RFP. In addition, the City may request an interview with one or more proposers, if the City determines that an interview would help the City better evaluate the Proposal, provided that no scoring for interviews will be made unless all responsible proposers are interviewed. During the evaluation process, the City may also request work samples, demonstrations, inspections or other testing examinations from all responsive proposers if the City determines that such further evaluation

should be added as rated criteria to enable the City to properly evaluate the Proposals.

14.2 Use of Competitive Range/Negotiation. At the conclusion of the rated criteria evaluation process and prior to selection, the City may, but shall not be required to, interview, request demonstrations or samples from, or negotiate with the 3 proposers who have the highest criteria ratings (the "Competitive Range"). The City may increase or decrease the Competitive Range if, in the City's opinion, the number of Proposals or the quality of the Proposals warrants an increase or decrease in the number of proposers in the Competitive Range.

If the City determines to make its selection based on interviews, demonstrations, samples or negotiations with proposers in the Competitive Range, the City shall provide written notice to all proposers, identifying proposers in the Competitive Range. A proposer that is not within the Competitive Range may protest the City's evaluation and determination of the Competitive Range in accordance with the provisions set forth below under Section 18.3 of this RFP.

After the protest period, or after the City has provided a final response to any protest, whichever date is later, the City will begin further selection activity with proposers in the Competitive Range. The City's interviewing or negotiation team shall not favor any particular proposer. The City may only negotiate an alternative term or condition submitted by a proposer if the alternative term or condition is reasonably related to a term or condition that this RFP describes as negotiable.

14.2.1 The matters subject to negotiation shall be limited to the following:

- a. Price, however, the City may not negotiate a contract price less favorable to the City than the minimum acceptable PROPOSAL as stated in this RFP or an addendum issued prior to the solicitation closing date;
- b. The manner in which the services are to be performed or the quality or type of materials to be supplied;
- c. The personnel to be committed to the City's contract; and
- d. Other terms and provisions that the City would like to change.

14.2.2 Nothing in this RFP shall restrict or prohibit the City from canceling the solicitation at any time in accordance with OAR 137-047-0660. If the City begins selection activities under this Section 14.2 of this RFP, the City shall begin such activities with all of the proposers in the competitive range. At any time during the negotiations, the City may:

DISCUSSION ITEMS IV. C
ATTACHMENT #1

- a. terminate negotiations with particular proposers and continue negotiating with the remaining competitive range proposer(s); or
- b. conclude negotiations with all competitive range proposers and make its award based on its evaluation of the comparative values achieved during the interview, demonstration, sampling or negotiating process; or
- c. reject all Proposals and cancel the solicitation.

If the City does not cancel the solicitation at the conclusion of the City's negotiations with all remaining Proposers in the Competitive Range, the City shall re-score the Proposals in the Competitive Range based upon the evaluation criteria in this RFP.

If the contract is to be awarded based on the negotiations, the City shall provide written notice of intent to award the Contract only to all proposers in the Competitive Range. An unsuccessful proposer may protest the City's evaluation and determination of the award as provided in Section 18.5 of this RFP.

14.3 Evaluation Record. A record will be made of all criteria evaluation ratings and all other grounds upon which a proposer is selected.

15. SELECTION PROCESS AND NOTICE OF AWARD. The City will select the Proposal deemed most beneficial to the City based on its evaluation of the Proposals by a selection committee of no fewer than two individuals. The apparent successful proposer and all other persons who submitted Proposals will be notified of the City's selection, but if the City decides to use the competitive range process, notice of the identity of those in the competitive range will be given to all proposers, but notice of the intent to award will only be given to proposers in the competitive range. Unless award of a contract is delayed by the City, written notice of award, specifying the date of selection, will be made not later than the first business day following the date of selection. Final award will depend upon the execution of an acceptable contract and delivery of evidence of insurance, if required, and may be withdrawn by the City at any time prior to execution of the contract by the City.

16. PUBLIC RECORDS. This RFP and each original Proposal received in response to it, together with copies of documents pertaining to the award of a contract shall be kept on file as a public record by the City; provided, however, such records shall not be disclosed until after the Notice of Intent to Award the resulting contract has been issued.

17. RECORDS REVIEW; CONFIDENTIALITY. After Notice of Intent to Award the resulting contract has been issued, all Proposals shall be available for public inspection

except for those portions of a Proposal that the proposer designates in its Proposal as trade secrets or as confidential proprietary data in accordance with applicable state law. If the City determines such designation is not in accordance with applicable law, the City shall make those portions available for public inspection. The proposer shall separate information designated as confidential from other non-confidential information at the time of submitting its Proposal. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment are not confidential, and shall be publicly available regardless of a proposer's designation to the contrary.

18. PROTEST OF PROPOSER SELECTION, CONTRACT AWARD.

18.1 Purpose. An adversely affected or aggrieved proposer may seek administrative review of the City's selection of a proposer or contract award decision in accordance with this Section.

18.2 Notice of Competitive Range. If the City decides to negotiate with proposers in the competitive range, the City will provide written notice to all proposers of the identity of the proposers included in the competitive range. The City's notice of the proposers included in the competitive range shall not be final until the later of the following: (1) seven business days after the date of the notice; or (2) until the City provides a written response to all timely-filed protests. The City may increase or decrease the competitive range to respond to the number and quality of Proposals. A business day is any day on which the City's offices are open.

18.3 Right to Protest Competitive Range.

18.3.1 An adversely affected or aggrieved proposer may submit to the City a written protest of the City's decision to exclude the proposer from the competitive range within seven business days after issuance of the notice of the competitive range.

18.3.2 The proposer's protest shall be in writing and must specify the grounds upon which the protest is based.

18.3.3 A proposer is adversely affected only if the proposer is responsible and submitted a responsive Proposal and is eligible for inclusion in the competitive range i.e., the protesting proposer must claim it is eligible for inclusion in the competitive range if all ineligible higher-scoring proposers are removed from consideration, and that those ineligible proposers are ineligible for inclusion in the competitive range because:

- a. Their Proposals were not responsive; or

DISCUSSION ITEMS IV. C
ATTACHMENT #1

- b. The City committed a substantial violation of a provision in the RFP or of an applicable procurement statute or administrative rule, and the protesting proposer was unfairly evaluated and would have, but for such substantial violation, been included in Competitive Range.

18.3.4 The City shall not consider a protest submitted after the time period provided in this RFP. A proposer may not protest the City's decision to not increase the competitive range above the competitive range set forth in this RFP.

18.4 Notice of Intent to Award Contract. The City will provide written notice to all proposers of the City's intent to award the contract, unless the contract is awarded following the declaration and notice of a competitive range, in which case notice of award will be provided to all proposers in the competitive range. The City's award shall not be final until the later of the following:

- a. seven days after the date on which the notice is mailed or otherwise transmitted; or
- b. The City provides a written response to all timely-filed protests that denies the protest and affirms the award.

18.5 Right to Protest Award.

18.5.1 An adversely affected or aggrieved proposer may submit to the City a written protest of the City's intent to award within seven days after issuance of the notice of intent to award the Contract.

18.5.2 The proposer's protest shall be in writing and must specify the grounds upon which the protest is based.

18.5.3 A proposer is adversely affected or aggrieved only if the proposer is eligible for award of the Contract as the responsible proposer submitting the best responsive Proposal and is next in line for award, i.e., the protesting proposer must claim that all higher-scored proposers are ineligible for award:

- a. because their Proposals were non-responsive; or
- b. the City committed a substantial violation of a provision in the RFP or of an applicable procurement statute or administrative rule, and the protestor was unfairly evaluated and would have, but for such substantial violation, been the responsible proposer offering the highest-ranked Proposal.

DISCUSSION ITEMS IV. C
ATTACHMENT #1

18.5.4 The City shall not consider a protest submitted after the time period provided in this RFP.

18.6 Authority to Resolve Protests. The City Manager has the authority to settle or resolve a written protest submitted in accordance with the requirements of this rule.

18.7 Decision. If a protest is not settled, the City Manager, or the City Manager's designee, shall promptly issue a written decision on the protest.

City of Roseburg

By: _____
Amy L. Sowa, City Recorder

EXHIBIT "A"
RFP NO. CMO-21-02

CITY OF ROSEBURG
PROPOSAL FORM

Legal Business Name: _____

Form and State of Organization: _____

Registered dba, if any: _____

Main Office Address: _____

Telephone Number: _____ **E-Mail:** _____

Tax Identification Number: _____

Representation, Covenant and Warranty of Undersigned and Proposer

By signing this Proposal, the undersigned makes the following representations and warranties:

1. That it is the duly authorized representative of the proposer for all purposes relative to the submission of this Proposal
2. That this Proposal constitutes the proposer's offer to enter into a contract with the City and, if accepted by the City, will be binding and enforceable against the proposer.

By causing this Proposal to be executed by the undersigned and delivered to the City, the proposer makes the following representations and warranties:

1. Proposer has read and understands the terms and conditions contained in the RFP, it has had the opportunity to protest any term or condition that it finds unacceptable and to seek clarification of any term or condition that it does not understand, and it accepts and agrees to be bound by the terms and conditions of the RFP, including, but not limited to the contract conditions.
2. Proposer has not discriminated against minority, women, disabled veterans or emerging small business enterprises in obtaining any required subcontracts.
3. Proposer has not been listed by the Oregon Contractor's Board or the Oregon Department of Administrative Services as a person disqualified or ineligible to bid on or perform work under public contracts.

4. Proposer agrees to meet all requirements contained in the RFP if it is selected to provide the services requested by this RFP.

PROPOSAL FORM (continued)

Qualifications: In addition to the information requested by Section 8 of this RFP, the proposer should describe its particular capability to perform the services required under this RFP, and its recent, current and projected workloads.

Project Approach: Proposer should propose a project approach, including an estimate of the amount of time that it will need to complete each major task and a preliminary schedule for performing major elements. Describe any subcontractors that proposer would use as consultants, such as surveyors, landscape architects, etc. and how the subcontractors would be used. Describe any special resources and equipment.

Fee Proposal: Proposer hereby offers to perform the services described in the RFP according to the fee structure described below. The fee structure should include all charges that the proposer will require, including the manner in which the proposer will seek payment for all reports, and costs for administration of proposer's subcontractors, if any.

\$ _____

Authorized Signature: _____

Print Name and Title: _____

Date of Signature: _____

EXHIBIT "B"
RFP NO. CMO-21-02

CITY OF ROSEBURG
CONTRACT FOR PROFESSIONAL/PERSONAL SERVICES
[CONTRACT OR PROJECT #]

Dated: _____

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

and
[Name of Company] ("CONTRACTOR")

Additional Independent Contractor Information:

- A. Type of Entity: ☐ Sole Proprietorship ☐ Partnership ☐ Limited Liability Company ☐ Corporation
B. Address:
C. Telephone:
D. Fax No:
E. Email:
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 _____ and continuing thereafter until _____, 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. Establish and operate a Navigation Center as defined in HB 2006 (attached) in Roseburg by June 30, 2022. Enlist other community based operators to provide services for the Navigation Center.

1.3 Fees. CITY will pay CONTRACTOR for services provided at an agreed upon amount following negotiations.

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

DISCUSSION ITEMS IV. C
ATTACHMENT #1

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.

1.5.3 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. Nor shall such retention or deductible exceed \$25,000. 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 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 a fee as agreed upon between parties following negotiation._____.

2.2 Terms of Payment. CONTRACTOR will tender 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. (**Add/amend/delete for appropriate wording.)

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

DISCUSSION ITEMS IV. C
ATTACHMENT #1

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, 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

***Contractor's Name and
Mailing Address***

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

(Insert Contractor's Name)

DISCUSSION ITEMS IV. C
ATTACHMENT #1

Nicole Messenger, City Manager
Date: _____

(Name of Person Signing Contract)
Date: _____

ATTEST:

Tax Identification Number

Email: _____

Amy L. Sowa, City Recorder

EXHIBIT "A"
STANDARD CITY CONTRACT PROVISIONS FOR
PROFESSIONAL/PERSONAL SERVICES

The following provisions, if applicable, are hereby included in and made a part of the attached Contract for professional/personal services between the City of Roseburg 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.

(b) "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 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 same state in which the contract 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 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

DISCUSSION ITEMS IV. C
ATTACHMENT #1

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.

EXHIBIT "C"
RFP NO. CMO-21-02

DESCRIPTION OF SERVICES

Contractor shall establish a full-service Navigation Center as outlined in HB2006 (Attachment 1 of this Exhibit) by June 30, 2022. As defined in this legislation, "Navigation Center" means a low-barrier emergency shelter that is open seven days per week and connects individuals and families with health services, permanent housing and public benefits.

Establishing a Navigation Center will likely be done using a phased approach:

Phase 1 – Planning & Start Up

- Assist with site selection in close proximity to commercial and medical services or transit stations to those services.
- Work with City and other partners to determine shelter option best suited for the site and meeting the requirements of HB2006 (pallet shelters, tiny homes, managed tent sites, congregate sheltering, etc.)
- Work to secure shelter options
- Build a coalition of local service providers to provide resources and assistance to the homeless in our community. Services may include, but are not limited to, case management services for housing, financial, vocational, educational or physical or behavioral health care services.
- Work with City to establish admittance criteria, population to be served and COVID-19 guidelines for congregate sheltering.
- Work with City and other partners to establish metrics for measuring program success.

Phase 2 – Initial Operation

- Provide 24/7 onsite staffing/supervision at the Navigation Center
- Provide sanitary services for tenants
- Provide access to drinking water for tenants
- Coordinate scheduling with local service providers to deliver services onsite and/or virtually.
- Coordinate with local CoC to participate in Homeless Management Information System (HMIS). Collect program and client level data sufficient to meet the local CoC's HMIS data standards and to produce the CoC Annual Progress Report (APR) or equivalent.

Phase 3 -- Expanded Operation

DISCUSSION ITEMS IV. C
ATTACHMENT #1

- Continue providing 24/7 staffing onsite at the Navigation Center
- Provide meals and drinking water for tenants
- Expand hours for service providers onsite and/or virtually
- Increase number of existing shelters, or expand to other types of shelters.
- Establish graduated programming to move tenants from homelessness to permanent housing and independence.

At a minimum, the Navigation Center shall include:

- Sleeping and restroom facilities

Additional preferred services:

- Peer counseling
- Food
- Showers
- Laundry
- Lockers or other secure place for tenant belongings
- Area for pets

Contractor shall provide the following data to assist City in preparing quarterly reports to the State as a requirement of the Navigation Center grant funds:

1. Number of shelter beds/nights
2. Number of unduplicated clients served
3. Percent occupancy
4. Number of unduplicated clients accessing health services
5. Number of unduplicated clients accessing public benefits
6. Percent of clients exited to permanent housing
7. Percent of clients exited to non-permanent stable housing
8. Description of highlights or successes of the program over the reporting period
9. Description of the challenges or problems encountered by the program over the reporting period, and how your agency will address the challenges/problems.

Contractor shall provide a general, estimated annual operating cost (not including capital) to operate a Navigation Center and the number of customers anticipated to serve.

Exhibit "C", Attachment 1

81st OREGON LEGISLATIVE ASSEMBLY--2021 Regular Session
A-Engrossed
House Bill 2006

EXHIBIT "D"
RFP NO. CMO-21-02

MINIMUM QUALIFICATIONS

1. Proposer must be licensed pursuant to state law and if awarded a contract pursuant to this RFP, proposer must register to do business in the City of Roseburg prior to work being performed under the contract.
2. Proposer must not be disqualified by the City, the Department of Administrative Services or the State Contractor's Board from working on public contracts.
3. Proposer must be:
 - (a) A local government as defined in ORS 174.116;
 - (b) An organization with at least two years' experience operating an emergency shelter using best practices that is:
 - (A) A local housing authority as defined in ORS 456.375;
 - (B) A religious corporation as defined in ORS 65.001; or
 - (C) A public benefit corporation, as defined in ORS 65.001, whose charitable purpose includes the support of homeless individuals, that has been recognized as exempt from income tax under section 501(a) of the Internal Revenue Code on or before January 1, 2018; or
 - (c) A nonprofit corporation partnering with any other entity described in this subsection.

Note:

FAILURE TO MEET THE FOREGOING MINIMUM QUALIFICATIONS OR OTHER REQUIREMENT SET FORTH IN THIS RFP MAY CONSTITUTE A SUBSTANTIAL NON-CONFORMANCE AND EXCLUDE FURTHER CONSIDERATION OF THE PROPOSAL.

EXHIBIT "E"
RFP NO. CMO-21-02

EVALUATION CRITERIA

Responsive proposals will be evaluated under the criteria set forth below. For each criterion, the proposal will receive a number of points within the available range for that criterion. Unless negotiations are conducted as provided in Section 14 of the RFP, the contract will be awarded to the proposer with the highest overall score.

1. Proposal Substantially Complies with all RFP requirements.
Yes___ No___ If No, indicate the manner in which the proposal is non-conforming.
Non-conforming proposals will not be considered for award:

- | | | |
|-----|--|----------------------|
| 2. | Availability/capability to perform the work | 0 - 40 points |
| 3. | Interview/understanding of the City's requirements, as shown by its approach to the project's staffing and scheduling needs, proposed approach and discussion, and proposed solution of any unusual project conditions or requirements | 0 - 30 Points |
| 4. | Cost | 0 - 20 Points |
| 5. | Demonstrated success in delivering similar services | 0 - 30 Points |
| 6. | Special services | 0 - 10 Points |
| 7. | References/experience of proposer (including prior work with City) | 0- 25 Points |
| 8. | Key personnel and their experience on similar projects | 0 - 25 Points |
| 9. | Preferences (e.g., use of recyclables, minority or small enterprise) | 0 - 10 Points |
| 10. | Status and quality of any special education or licenses | 0 - 10 Points |

Total Points =