



CITY OF BEND

Request for Proposals

Temporary Outdoor Shelter Operators
Solicitation No.22-4124

Proposal Due: December 9, 2021, 3:00PM Pacific Time

Send to:
City of Bend
710 NW Wall Street, 2nd Floor
Bend, Oregon 97703
Attention: Gwen Chapman
Two Copies Required

Organization of Request for Proposal

This Request for Proposal (RFP) package is divided into two parts.

Part I contains general information and instructions necessary for submission of a proposal. Timelines of the RFP are included in this section.

Part II contains information regarding the scope of services to be provided, any general specifications, and documents specific to this solicitation to be completed and submitted as part of a response. Evaluation criteria are included in this section.

Part I.

1. Introduction, Background, and Issuing Officer
2. Schedule, including deadlines, and Optional Pre-Submittal Meeting
3. Submission Information
4. Program Considerations

Part II.

5. Scope of Work
 - a. Phase 1- Community Outreach and Site Planning
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Exhibit A Oregon Statutory (ORS) Certifications
(Must be signed and included with Proposal)

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CITY OF BEND REQUEST FOR PROPOSALS

PART I

1. INTRODUCTION

The City of Bend requests proposals from qualified Community-Based Organizations (CBOs) to design, develop, and operate temporary, outdoor shelters for community members experiencing houselessness. The shelters will provide 24 hours/7 days a week management to ensure responsiveness to safety concerns and provide opportunities to connect individuals and families with resources to secure permanent housing. The City is in the process of identifying sites on which to locate temporary outdoor shelters. As sites are identified, the City will work with the highest scoring Proposers to match proposals to appropriate sites and enter into an agreement for Phase 1 preliminary services. Awarded contracts may be amended to allow for Implementation and Operations of a specific site (Phase 2 services), at the discretion of the City Council. Depending on the sites identified, more than one contract may be awarded from this solicitation.

Detailed information regarding the services to be provided can be found in the Phase 1 and 2 Scope of Work.

Proposals shall only be considered from Community-Based Organizations prequalified as Category A under Solicitation No. 21-2341, Request for Qualifications for Navigation Center, Shelter and Support Services.

Background

City of Bend is in need of additional beds and services to provide shelter to our community members facing houselessness.

Oregon's number of unsheltered individuals and families is one of the highest in the nation. On any given night, more than 1,100 people live houseless in Central Oregon. Many more are facing housing insecurity, paying too much for housing relative to their income, or are behind on payments. The continued COVID-19 health crisis is causing a disproportionate impact on the lowest wage or unemployed community members. Based on the number of households behind on rent or with mortgages in default, the number of houseless people is likely to rise even further in the coming years.

The proposed temporary outdoor shelters under this RFP are expected to be approved under the provisions of [HB 2006](#) passed by the Oregon Legislature in 2021. HB 2006 allows for the siting of emergency shelters inside urban growth boundaries to provide shelter on a temporary basis for those who lack permanent housing. The services provided by the outdoor shelter operator should comply with Section 3 of the bill. Shelter sites may instead be approved under Bend Municipal Code 5.70.015, for Temporary Overnight Accommodations, for up to six vehicles or temporary structures on public property, or more than six vehicles or temporary structures with a management plan approved by the City. Other approval mechanisms may also be used, including Bend

Development Code, or other provisions, depending on timing, the content of selected proposals, and available sites.

An outdoor shelter is a site in which multiple mobile or permanent units are placed for use as a shelter. An example is the new Veteran’s Village, which will provide 15 small cabins and a central community area with services like laundry, computer room, and case management. Another example of a type of outdoor shelter is a managed campground or parking area, with supervision and sanitation plans.

The intent of this Request for Proposals is to contract with a partner to design and operate an outdoor shelter to provide a safe place for people to reside and expand vital services to assist residents with transitioning to permanent housing.

This RFP has been drafted to be responsive to the needs of people who are experiencing unsheltered homelessness and address the concerns of the community. It is understood that people who are experiencing homelessness need varying levels of engagement and support. Experienced providers with collaborative proposals will be scored higher and proposers are encouraged to work with other service providers (housing, treatment, voluntary food groups, night shelters, outreach and employment, etc.) to meet the complex needs of this population.

Issuing Officer

The Procurement Director is the issuing officer for this Request for Proposal (RFP) and the point of contact for the City for all process and contract questions as well as protests.

Issuing Officer:

City of Bend
Gwen Chapman,
Procurement & Public Contracts Director
710 NW Wall Street, 2nd Floor
Bend, Oregon 97703

Phone: (541)385-6677
E-mail: gchapman@bendoregon.gov

2. ANTICIPATED RFP SCHEDULE

The City anticipates the following general timeline for this RFP. The City reserves the right to change the schedule for dates prior to Notice of Intent to Award through a written addendum. The anticipated dates for the Notice of Intent to Award and subsequent dates are approximate and subject to change at the discretion of the City.

Issuance of RFP documents	November 15, 2021
Optional Pre-submittal Meeting (9:30AM)	November 30, 2021
Deadline for Proposal Submission	December 9, 2021
Notice of Intent to Award	December 15, 2021
Commencement of Contract (estimated)	January 10, 2022

Optional Pre-submittal Meeting

An optional pre-submittal meeting will be held virtually via Zoom on **November 30, 2021 at 9:30AM**. Details for accessing the pre-submittal meeting will be provided via addenda.

3. SUBMISSION INFORMATION

Submission Date and Location

The Proposer shall provide one (1) Original, unbound and one (1) copy of the Proposal. The Original shall have original signatures and be marked "Original". Documents should be held together in a way that is easily recyclable.

The Proposer shall also provide one (1) copy of the Proposal in PDF format. If the Proposer is declaring any information included in the Proposal as Proprietary (see Public Record section of this RFP for details), an additional copy with all identified Proprietary information redacted shall also be included in PDF format.

The outside of the sealed envelope or box should be marked with the Proposer name and "**Temporary Outdoor Shelter Operators, Solicitation No. 22-4124**". The proposals must be physically received by the City by **3:00 PM on December 9, 2021**.

Submission Location

City of Bend

Attn: Gwen Chapman, Procurement & Public Contracts Director

710 NW Wall Street, 2nd Floor, Bend, Oregon 97703

City Hall is currently open 9:00AM to 4:00PM. Masks are required to be worn in the building. Second floor Administration door is closed but Proposers can knock for in-person delivery. Allow time for this additional COVID related process to ensure on-time delivery. The City has provided a secure drop-box at the Wall Street entrance to City Hall to collect hand-delivered packages which may be used for contactless delivery. This drop box will be checked at the due date/time to ensure any package delivered via the drop box is properly recorded. Proposers can call 541-388-5504 to arrange a time for in-person delivery.

Telephone, facsimile, or electronically transmitted proposals will not be accepted. Proposals received after the specified date and time will not be given further consideration.

Obtaining Solicitation Documents and Addenda

All solicitation documents may be viewed or printed online from Premier Builders Exchange at www.premierbx.com (click on Public Works Projects) or at 63052 Layton Ave, Ste. #100, Bend, Oregon. Please contact Premier Builders Exchange at 541-389-0123 or admin@plansonfile.com with any technical problems viewing solicitation documents. The Issuing Officer can also be contacted with questions regarding document access.

Any clarifications or revisions will be addressed and issued in addenda; City must receive requests for changes in writing a minimum of seven working days prior to the deadline for submitting proposals. Responses to questions received after this date will be at the discretion of the City.

Proposers should register with Premier Builders Exchange as a document holder to receive addenda. Viewers are responsible for checking the Premier Builders Exchange web site for the issuance of any addenda prior to submitting a proposal. If the Proposer does not register with the plan center, the Proposer will still be held responsible for all addenda/changes to the documents and may be considered non-responsive if their proposal does not reflect those addenda/changes. For proposal results, please go on-line with the above.

Requests for Change of Requirements or Contract Terms

Proposers shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Request for Proposal documents. Any request for an explanation regarding the meaning or interpretation of requirements, contract document or other documents must be in writing, with sufficient time for the City to reply before proposal due date. The City may choose not to provide an explanation. Explanations shall be made in the form of addenda and shall be furnished to persons who have registered as detailed above. Oral explanations and comments shall not be binding.

Any Proposer that believes a requirement or contract term is unnecessarily restrictive or limits competition may submit a protest setting out the language for which change is sought and indicating the document title, page and, Section of Subsection where the language is located. To be considered, the protest must include a detailed statement of the legal and factual grounds for the protest, a description of the resulting prejudice to the Proposer if the protest is not granted, and the proposed change. A Proposer who fails to submit a protest relating to contract terms at least 7 days before due date may not request different contract terms if awarded the contract.

Protests

Protest regarding this solicitation must be submitted not less than 7 calendar days prior to closing, except that protests of an addendum are due 5 calendar days after the issuance of the addendum. A request for a change to any portion of this Request for Proposals is considered a protest.

Protests of Notice of Intent to Award or the final Award must be in writing and made within 7 calendar days of the issuance of each respective notification. If a Proposer does not protest the Notice of Intent to Award, they will not be able to protest the Award. Protests shall be delivered to City of Bend, Procurement and Public Contracts Director, 710 NW Wall Street, Bend, Oregon 97703. Protest procedures are set forth in Oregon Administrative Rules (OAR) 137-048-0240. Protests shall be handled in accordance with applicable laws and rules.

Modification / Withdrawal

Unless otherwise specified, modification of a Proposal will not be permitted; however a Proposer may withdraw the Proposal at any time prior to the scheduled closing date and time for receipt of Proposals (Proposal due date). Proposals may be withdrawn in person or by written request to the Issuing Officer as described below. Withdrawal of Proposal shall not disqualify the Proposer from submitting a Proposal prior to the Proposal due date defined in this RFP.

A Proposer may withdraw its Proposal prior to the Proposal due date by submitting written notice on Proposer's letterhead signed by an authorized representative. The notice must include the name and telephone number of the Proposer's representative that will be contacted to arrange for the Proposer to retrieve the withdrawn Proposal.

A Proposer may withdraw its Proposal in person prior to the Proposal due date upon presentation of identification and evidence of authorization to act for Proposer. If possible, the City will return all Proposal materials at the time an in-person withdrawal is presented.

Responsiveness, Rejection/Cancellation

The City may, at its discretion, reject any Proposal that does not substantially comply with the requirements set forth in the RFP. The City may reject any Proposal not in compliance with all prescribed public proposal procedures and requirements, and may reject for good cause any or all Proposals or cancel the RFP at any time before execution of the contract by both parties if rejection or cancelation is deemed to be in the public interest as determined by the City.

If a Proposal is entirely or predominately labeled as "Proprietary", the Proposal may in the sole discretion of the City, be deemed non-responsive. Unless the City, in its discretion, determines that a submitted Proposal is not in substantial compliance with RFP requirements, unintentionally incomplete, qualified, or omitted responses to Proposal sections will be dealt with as a matter of Proposal scoring as opposed to responsiveness.

The City may waive minor informalities and irregularities.

Duration of Proposals

Proposals must remain valid for at least 90 days. Proposals must be signed by an official authorized to bind the proposer.

Public Record and Property of the City

With the exception of Proposals that are withdrawn prior to the Proposal due date or Proposals submitted past the Proposal due date, all information submitted by a Proposer in response to this RFP shall become the property of the City and will not be returned to the Proposer. All copies of properly-withdrawn or late Proposals will be returned to the Proposer unopened.

All documents received by the City are subject to public disclosure after the City selects a consultant. Information deemed by the Proposer as exempt under Oregon's public records law should be clearly marked by the proposer as "Proprietary". Marked pages should be placed in a group separate from the remainder of the proposal. The City will make an independent determination regarding exemptions applicable to information that

has been properly marked and segregated. The City will attempt to maintain the confidentiality of materials clearly marked "Proprietary" to the extent allowable under Oregon public records law.

Incurring Costs

The City of Bend is not liable for any cost incurred by Proposers prior to issuance of a contract. Proposers responding to this RFP do so at their own expense and the City will not reimburse any expense incurred by Proposers or any other party in the preparation or submission of a response to this RFP.

Business Inclusion and Diversity

Minority, Women Owned, Emerging Small and Veteran Owned businesses are encouraged to submit a proposal. Proposers are encouraged to involve participation of small, minority, women and veteran owned business enterprises. A Directory is available from the Certification Office for Business Inclusion and Diversity (COBID) web site at: <http://www.oregon4biz.com/How-We-Can-Help/COBID/>, or by telephone, 503-986-0078.

Negotiations and Contract

The City reserves the right to negotiate a final Contract that is in the best interest of the City. At completion of the evaluation process, the City will notify Proposers of its intent to award a contract. The City will attempt to reach final agreement, including a detailed scope, project schedule and fee schedule with the highest scoring Proposer. If it appears agreement cannot be reached, the City, in its sole discretion, may terminate negotiations and reject the Proposal. The City may then attempt to reach a final agreement with the second highest scoring Proposer. The negotiation process may continue in this manner through successive Proposers until an agreement is reached or the City terminates the contracting process. This process may repeat as additional sites are identified.

Selection Process

The City reserves the right to select an operator on the basis of the proposals or to conduct interviews with the highest qualified proposers following evaluation and scoring of the proposals, whichever is determined to best serve the needs of the City. The City reserves the right to seek clarifications of any or all proposals. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Proposer from further consideration.

The City may request additional information or make such independent investigations that, in the City's sole discretion, it deems necessary or advisable to determine the responsiveness and responsibility of any Proposer. The City may obtain information from any legal source for clarification of any Proposal or for information regarding any Proposer. The City reserves the right to research and investigate references, including customers other than those listed in the Proposer's submission.

4. PROGRAM CONSIDERATIONS

Target Population Served

The target populations are Bend community members who are houseless as well as those experiencing housing insecurity.

Nondiscrimination - ADA Compliance

Organizations shall agree to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Organizations also shall comply with the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendments Act (ADAAA) of 2008 and any subsequent amendments (42 U.S.C. § 12101, et seq.) (Pub No. 101-336), ORS 659A, and all regulations and administrative rules established pursuant to those laws. Organizations agree to comply with ADA in its employment and nondiscrimination practices and perform any resulting work consistent with ADA federal requirements/regulations, state disability and accessibility law and requirements, and applicable regulations and administrative rules established pursuant to those laws.

Secular Certification

Organizations that receive direct financial investment from City of Bend may not engage in inherently religious activities, such as worship, religious instruction, or proselytizing, as part of the program or services funded by City of Bend. Inherently religious activities, if part of an organization's activities, must be offered separately, in time or location, from the programs, activities, or services supported by City of Bend funds.

Culturally specific services - Culturally specific services are services provided by and for specific populations based on particular needs, where the majority of members/customers are reflective of that community. These programs use language, structures, and settings familiar to the culture of the target population to create an environment of belonging and safety in which services are delivered. Culturally specific organizations typically refer to organizations with a majority of members/customers from a particular community. Culturally specific organizations also have a culturally focused organizational identity and environment, a positive track record of successful community engagement, and recognition from the community served as advancing the best interests of that community. These definitions describe the organizational and programmatic elements intended to eliminate structural barriers and create environments that ensure safety and belonging. City of Bend strongly encourages the participation of Culturally Specific Service provider organizations, minority-owned, women-owned, emerging small businesses, and service-disabled veterans in providing these services.

PART II

5. SCOPE OF WORK

As sites are identified, the City intends to enter into an agreement for Phase 1, Preliminary Services. The contract may be amended to include Phase 2, Implementation and Operations of a specific site, at the discretion of City Council.

Multiple agreements may be entered into with different proposers for different sites, as appropriate based on the content of the proposals and available sites. The length of the contract phases will depend on available funding, cost of the proposals, and potential sites.

Phase 1 – Preliminary Services

Phase 1 of the contract is designed to create an opportunity to engage the community and address site planning as a site or sites are identified. Phase 1 will also give operators, with the assistance of City staff, time to refine a temporary outdoor shelter design and report to City Council on any recommendations.

Work with City:

- To address applicable land use or other regulations governing potential sites and site planning
- To develop and implement a community outreach strategy that informs and gathers feedback from site neighbors (residents, businesses, schools, churches, etc.)
- To refine shelter design and operations, including details of Good Neighbor Agreements and costs, based on the site characteristics and information gathered in community outreach

Phase 1 services are anticipated to be performed for an agreed upon set fee.

Phase 2 – Implementation and Operations

Implement, and operate a temporary, outdoor shelter for community members experiencing houselessness. The Outdoor Shelter will provide individual shelters, and 24 hours/7 days a week on-site management to ensure responsiveness to safety concerns and provide opportunities to connect individuals and families with resources to secure permanent housing.

In addition, the City has identified the following as expectations for the operation of temporary outdoor shelters.

Sites are expected to include:

- Individual shelters (pallets, tents, tiny homes, prefab structures, etc.)
- Fencing with gate
- Trash enclosures
- On-site office management space
- Smoking area
- Pet relief area

Provision of Site Services must include but are not limited to:

- Restrooms (may be via portable units)
- Showers (may be via mobile service)
- Daily food service
- Drinking water
- Storage for personal belongings
- Trash removal
- Mail services

Provision of Supportive Services must include but are not limited to:

- Plan for entry and intake assessments
- Interventions and crisis planning
- Case management services
- Coordination of resources towards permanent housing
- Healthcare, health screening, and/or health benefit referrals

Provision of Supportive Services may include:

- Behavioral health and substance abuse treatment
- Employment support
- Additional food service
- Companion animal health and wellness
- Peer-to-Peer Support
- Healthcare, health screening, and/or health benefit enrollment

Comprehensive Management Plan must include but is not limited to:

- Safety plans for clients, neighborhood, and site, including mitigation of fire risk
- Outreach plans for clients and the neighborhood, including businesses and partners
- Crisis intervention, mitigation, and avoidance planning
- Screening and conditions of residency are clearly defined and include the conditions/circumstance under which placement is lost or terminated
- Guidelines and rules addressing
 - Admission criteria
 - Quiet hours
 - Visitors
 - Drug and Alcohol use
 - Good Neighbor Agreement
 - Other Code of Conduct requirements

Reporting Requirements - The City is open to negotiation of reporting data and format but, the expectations for reporting include:

- Monthly narrative progress reports will be due no later than the 10th day of each month. Form of monthly report to be mutually agreed upon.
- Quarterly outcome reports will provide data on achievement of outcomes towards housing, employment and increased access to services.

- Proposer specifies procedures that ensure the confidentiality of client files and processes that define their ability to track program participants.

Failure to substantially achieve goals in any two months concurrent or three months total within the year may result in a corrective plan and could lead to reductions or termination of funding.

6. PROPOSAL CONTENTS

The following sections should be fully explained and answered in your proposal.

- a. Letter of transmittal. Include an introductory letter expressing interest in the project. The letter shall include the full name of the firm, RFP contact person, email address, mailing address, and telephone number. The letter must be signed by a person authorized to bind the firm.
- b. Oregon Statutory Certifications. Place a signed copy of Oregon Statutory (ORS) Certifications exhibit, immediately behind the letter of transmittal.
- c. Organization information/experience:
 - Provide a brief overview of your agency or organization including mission, history, years in operation, total staff size and staffing capacity related to this program.
 - Describe your organization's experience creating and implementing outreach strategies.
 - Describe your agency's experience providing emergency services and basic needs programs and capacity to successfully manage the scope of work and other requirements described in the RFP.
 - Describe your organization's experience serving individuals with medical and mental conditions, developmental/physical disabilities, and behavioral health and substance abuse issues.
 - Briefly describe your agency's participation, active partnerships, experience managing emergency services or collaborations in local homeless initiatives and planning efforts.
 - Describe your agency's history providing services to people experiencing homelessness and how lived experience is valued and integrated into services.
- d. Approach for providing services
 - Describe populations that may not be currently accessing services who would benefit from your proposal.
 - Describe your process for entry, screening and assessment.
 - Provide a detailed description of the programs/services you propose to provide and the desired impact of those programs/services. Also, describe the delivery system for these programs with a correlating staffing plan. Include how you will maintain placement, engage, and discharge clients in the shelter.
 - Describe what outcomes will be achieved through the provision of proposed services and how you will determine engagement, completion, success, and impact

- Articulate how your agency ensures culturally-competent services for clients
- Provide detailed information about the goals and objectives for the proposed programs/services.
- Describe your proposed timeline to implement delivery of services for both Phase 1 and Phase 2 (i.e. schedules for outreach, schedules for hiring, timelines for project planning, start up and set up costs, etc.)

e. Community/Client Responsiveness

- How will guest concerns be addressed, note the expected timeframe for responses, and who is accountable at different levels?
- What is the outreach and communication strategy for clients?
- How will the target population get to and from other services (transportation provided, bus, or walking)?

f. Neighborhood Responsiveness

- What is the communication strategy to inform, educate and gather information from the neighborhood?
- How will neighbors learn about the services and activities?
- How will neighborhood impact and concerns be addressed?
- How will neighbor concerns be escalated, note the expected timeframe for response, and who is accountable at different levels?
- What is the outreach and communication strategy for both the adjacent neighborhood and larger Bend community?

g. Data Collection & Reporting Requirements

- How will community feedback and design recommendations be reported to the City?
- How will data collection be done to ensure accuracy and confidentiality?
- Discuss your ability to meet the reporting requirements identified in the Scope of Work and any additional reporting you would propose to provide.

h. Cost Proposal

Clearly separate the costs for Phase 1 and Phase 2 services.

- Provide a cost for community outreach strategy development and implementation as proposed.
- Provide cost for all startup needs. Startup costs should be listed in detail with a total for all startup costs. Include any expected site preparation separately.
- Provide a monthly cost to operate shelter and provide the services required.
- The cost of any recommended or optional services in addition to the required services should be included and listed separately. Provide a separate cost for each recommended or optional service.
- Please specifically describe any additional resources that will be leveraged to sustain and support the proposed program/service.

Limitations:

- Proposals are limited to a total of 20 pages of text, including the letter of transmittal and certification sheet. The certification sheet shall only count as one page even if additional sheets are needed for exceptions.
- The limitation does not apply to covers or dividers unless they are used to convey project information. Any 11 X 17 pages will be counted as two pages. A two-sided page counts as two pages.
- Pages beyond these page limitations will not be evaluated.
- The Proposer shall number the pages in consecutive order.
- Proposal text shall be legible. Arial typeface is preferred, but not required. Minimum font size of 11 point.
- The RFP name, Solicitation Number, and Proposer shall be shown on the cover of Proposals

7. PROPOSAL EVALUATION CRITERIA AND SCORING

The evaluation and scoring will be based on Proposer's responses and the experience and capabilities in relation to the needs of the project. The Proposer with the highest total score shall be selected assuming all other applicable criteria are met. If interviews are conducted, there will be an additional 150 points available. The following points will be available for listed scoring categories. Scores will reflect the completeness and quality of response in relation to the needs of the project and the information required as evaluated by scoring team members. The identified bullet points indicate the types of information to be evaluated in the listed category.

1. **SERVICES TO BE PROVIDED (300 points)**
 - Extent to which the proposal addresses the issues and service needs, in accordance with the terms and conditions stated in this RFP.
 - Community outreach timeline is reasonable and attempts to reach relevant parties.
 - Proposed staffing levels appropriate to meet Scope of Work.
 - Proposed activities and timelines are detailed and realistic to accomplish scope of work.
 - Outcomes are specific and describe the desired impact on the target population; measures and methodology are clearly defined.
 - Track record of service provision or proof of ability to provide services through partnerships and other expertise.
 - Quality and reality of neighborhood outreach and engagement plan.
2. **RECORD KEEPING, MEETING PROGRAM GOALS, AND REPORTING (100 points)**
 - Proposer specifies information to be included in a Phase 1 Report to Council.
 - Proposer specifies procedures that ensure the confidentiality of client information.
 - The methodology and ability to track data and provide periodic reports on program process is clear and concise.
 - Proposer clearly defines Process and Outcome measures.
 - Proposer demonstrates how it can meet the goals of the program and the goals in their proposal.

3. ABILITY AND CAPACITY TO ADMINISTER SERVICES (250 points)
 - Demonstrates a strong aptitude for administering programs/services, including the ability to administer the proposed services effectively, experience in delivering similar programs to clients experiencing homelessness with structure and appropriate staffing levels.
 - Demonstrates a strong organizational infrastructure commensurate with the scope of services proposed.
 - The proposer articulates how they will engage the community and address concerns.
 - Demonstrates capacity to service individuals with medical conditions, developmental/physical disabilities, behavioral health issues, or substance abuse issues and to make referrals to a diverse team of medical professionals in the community.
 - The proposer articulates how they will manage entry, screening, maintain placement, engage, and discharge clients in the shelter.
 - Proposal contains a community response and mitigation plan including notification and coordination with public entities, neighborhood associations and neighbors.
 - The proposer articulates clients will access housing and other resources.
 - The proposer articulates a plan to leverage City funding.
 - The proposer articulates how lived experience with homelessness is utilized to inform decisions and policy.

4. FISCAL FEASIBILITY (200 points)
 - Proposer shows aptitude for successfully managing fiscal requirements of contracts. Demonstrated experience managing government contracts is preferred.
 - Proposed budget is necessary and reasonable to meet identified goals and objectives.
 - Proposed budget and narrative are cost effective, competitive and clearly defined.
 - Proposer presents leveraged resources that significantly assist program sustainability.

5. INTERVIEW – if needed
If an interview is held, the City will recalculate the entire proposal and add points for interview performance (150 points available, if held).

EXHIBIT A

**Oregon Statutory (ORS) Certifications
(Must be signed and included with Proposal)**

We Hereby Certify to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. **We Certify** also that we shall comply with the Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act (ADAAA) of 2008 and any subsequent amendments (42 U.S.C. § 12101, et seq.) (Pub L No. 101-336), ORS 659A, and all regulations and administrative rules established pursuant to those laws. **We Certify**, in the performance of any contract issued from any proposal related to these documents, we will in all respects adhere to the City of Bend's policy of non-discrimination.

We Certify that we have not and shall not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

We Certify that we, and our subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law, and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all of their subject workers, unless such employers are exempt under the law.

We Certify that we accept all the terms and conditions contained herein and in the event of a forthcoming contract containing these same terms and conditions we would agree without exception. Any exception to these terms and conditions will be made a minimum of five (5) working days before the proposal deadline.

We Certify that we _____ ARE _____ ARE NOT (mark one) a "Resident Bidder" as defined by ORS 279A.120. As defined in ORS 279A.120, "Resident Bidder" means a bidder that has paid unemployment taxes or income taxes in this state in the twelve calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder is a "Resident Bidder".
If not a Resident Bidder as defined in ORS 279A.120, please indicate state of residence:
_____.

Contractor _____ Date _____
(Authorized Official)

Exceptions to the above Certifications. The Contractor will cross out those items they cannot certify to and then list the reasons for the exception (use additional pages if necessary):

Exhibit B – Sample Agreement



CITY OF BEND

PERSONAL SERVICES AGREEMENT BETWEEN THE CITY OF BEND AND _____

Project Number:

This Personal Services Agreement is between the City of Bend, Oregon (“City”) and _____ (“Contractor”) for professional personal services.

RECITALS

- A. The City desires to enter into the Agreement for [insert purpose].
- B. Contractor has the training, ability, knowledge, and experience to provide the services desired by the City.
- C. Contractor was selected through a request for proposal process.

TERMS OF AGREEMENT

1. **Effective Date; Duration.** This Agreement shall become effective when signed by both Parties and approved by the City’s legal counsel. Unless sooner terminated, this Agreement shall expire on _____. Termination or expiration shall not extinguish or prejudice the City’s right to enforce this Agreement with respect to any default or defect in performance that has not been cured.

2. **Services.** Contractor shall _____. The services to be provided are described in more detail in Exhibit A, Scope of Work. Contractor shall perform all work in accordance with Exhibit A.

3. **Consideration.** City shall pay Contractor as set out in Compensation Exhibit B, based on time and materials as set for in the attached Exhibits, but the total payment under this Agreement, which includes allowable expenses or reimbursement, **shall not exceed \$_____**. The Not to Exceed amount may be exceeded only upon prior written increase in the scope of Work, accompanied by written authorization for an increase in fee from the City Manager. If there is no change in scope of Work, the Contractor shall complete all identified Work scope within the Not to Exceed amount as indicated above.

- 3.1. Contractor shall send City an invoice each month setting forth the fee due for that month and include a detailed summary of the work performed during the pay period. City shall review all submitted invoices promptly and shall pay all undisputed amounts within 30 days of City’s receipt of the invoice.

- 3.2. Invoices will be directed to the City of Bend, Attention: Accounts Payable, P.O. Box 1458, Bend, Oregon 97709. Invoices may be emailed to: ap@bendoregon.gov. If an invoice is delivered on a non-business day, the invoice shall be considered received on the next day the City's Finance Department is open for business.
- 3.3. Contractor shall reference the Contract Number and the Project Number as appropriate.

4. **Standard of Care.** Contractor will provide services with the degree of skill and diligence normally employed by professionals performing the same or similar services at the time the services are performed. Contractor shall, at all times during the term of this Agreement, be duly licensed to perform the Work, and if there is no licensing requirement for the profession or Work, be duly qualified and competent.

5. **Termination.** The Parties may terminate this Agreement as follows:

- 5.1. This Agreement may be terminated at any time by mutual consent of both Parties.
- 5.2. City may, at its sole discretion, terminate this Agreement, in whole or in part, upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
- 5.3. City may terminate this Agreement, effective upon delivery of written notice to the Consultant, or at a later date established by the City under any of the following conditions:
 - (a) City funding is not obtained and continued at levels sufficient to pay for Consultant's Work. The Agreement may be modified to accommodate a reduction in funds. In determining the availability of funds, City may use the biennial budget adopted or modified by the City Council.
 - (b) If federal, state or City regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
 - (c) If any license or certificate required by law or regulation to be held by the Consultant to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- 5.4. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to the termination.
- 5.5. The City by written notice of default (including breach of contract) to the Consultant may terminate the whole or any part of this Agreement:
 - (a) If the Consultant fails to provide services called for by this Agreement within the time specified or any extension of the Agreement, or

- (b) If the Consultant fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the City, fails to correct the failures within 10 days or such longer period as the City may authorize.

5.6. Consultant may terminate this Agreement upon 30 days' written notice to City if City fails to pay Consultant pursuant to the terms of this Agreement and City fails to cure within 30 business days after receipt of Consultant's notice, or such longer period of cure as Consultant may specify in the notice.

6. **Access to Records – Files; Confidential Information.** Contractor shall maintain all books, documents, papers and records relating to the Agreement for at least seven years following completion of the project. Contractor shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Contractor's performance. City, state and federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts and transcript. Contractor agrees that all files or other documents generated or in the possession of Contractor related to Contractor's delivery of service are the property of the City and shall be available to the City upon request. Contractor understands the nature of project/projects means that Contractor may be privy to information that is confidential, proprietary or sensitive in nature, which information shall not be disclosed to any third person or entity without the consent of the City of Bend or at the City's direction, either during the term of this Agreement or after its termination. Likewise, any analysis or commentary provided by Contractor of a confidential or sensitive nature shall not be released or disclosed to any person without the consent or direction of the City.

7. **Independent Contractor; Responsibility for Taxes & Withholding.**

7.1. The Work to be rendered under this Agreement is that of an Independent Contractor. Contractor is not an officer, employee, or agent of the State or Department as those terms are used in ORS 30.265 of the Oregon Tort Claims Act, and Contractor is not to be considered an officer, employee or agent of the City for any purpose. Contractor shall be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Agreement. Contractor is an independent Contractor for purposes of the Oregon Workers' Compensation Law (ORS Chapter 656) and is solely liable for workers' compensation coverage under this Agreement. City does not have the right of direction or control of the manner in which Contractor delivers the Work under this Agreement or exercise any control over the activities of the Contractor.

7.2. No Agency, Partnership or Joint Venture/Independent Contractor - Neither the City or Contractor, by virtue of this Agreement, is a partner or joint venture with the other party in connection with the activities carried out under this Agreement.

7.3. This Agreement is not intended to entitle the Contractor nor any of its Agents to any benefits generally granted to City employees. Without limitation, but

by way of illustration, the benefits which are not intended to be extended by this Agreement are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement. Contractor shall be responsible for all federal or state taxes applicable to compensation or payment paid to Contractor under this Agreement.

8. **Ownership of Work Product.** All work product of Contractor under this Agreement shall be the exclusive property of the City. Contractor waives and releases all rights relating to the use of the work under this Agreement, including any rights arising under 17 U.S.C. § 106A. Reuse of work product by City or others for purposes outside the Scope of Work shall be without liability to Contractor.

9. **Indemnification.** Contractor shall defend, indemnify, and hold the City, its officers, agents, volunteers and employees harmless against all liability, claims, losses, demands, suits, fees and judgments (collectively referenced as "claims") that may be based on, or arise out of damage or injury (including death) to persons or property caused by or resulting from any act or omission sustained in connection with the violation of any statute, ordinance or regulation. This indemnification required shall not apply to claims caused by the sole negligence or willful misconduct of the City, its officers, employees, agents and volunteers. The Contractor agrees that it is not an agent of the City and is not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.

10. **Insurance – Liability.** Contractor shall purchase and maintain at their own expense the insurance noted below. All insurance shall apply on a primary, non-contributory basis and remain in effect for the duration of the contract terms. Any policy written on a 'claims made' basis may only be done so with the written approval and authorization of the City of Bend and coverage written in this manner shall extend for two years past completion and acceptance of Contractor's work or services.

10.1 Commercial General Liability Insurance with minimum coverage in effect of \$2,000,000 per incident, claim or occurrence and \$2,000,000 in aggregate. The policy shall include coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products completed operations, employer's practices liability and contractual damages. Contractor shall remain fully responsible and liable for any claims resulting from the negligence or intentional misconduct of contractor, its subcontractors, and their officials, agents and employees in performance of this contract, even if not covered by, or in excess of insurance limits.

10.2 Commercial Automobile (Fleet) Liability Insurance with minimum combined single limit of \$2,000,000 covering all owned, non-owned, and hired vehicles. This coverage shall be written in combination with the Commercial General Liability Insurance with separate limits for Commercial Automobile Liability and Commercial General Liability.

10.3 Commercial General Liability coverage shall name, by certificate and endorsement the City, its officers, agents, employees and volunteers as additional insureds with respect to Contractor's work or services provided under this contract.

- 10.4 Workers' Compensation Insurance as required by ORS chapter 656 and meeting the minimum requirements therein. Contractor shall ensure that each subcontractor obtains and maintains workers' compensation insurance and that the carrier notifies the state of Oregon or files a guaranty contract with the state of Oregon Workers' Compensation Division before performing work.
- 10.5 Contractor shall provide proof of coverage required by acceptable Certificate of Insurance and signed Endorsement from the carrier(s). The Certificate and Endorsement shall provide that there will be no cancellation, termination, material change or reduction in limits of the insurance coverage without a minimum 30-day written notice to the City. The Certificate and Endorsement shall also state the deductible or self-insured retention level.

11. **Subrogation.** Contractor grants Waiver of Subrogation to the City, its officers, agents, employees and volunteers for any claims arising out of Contractor's work or service. Further, Contractor agrees that in the event of loss due to any of the risks for which it has agreed to provide insurance, recovery by the Contractor shall be solely with their insurance carrier. Contractor also grants to City on behalf of any insurer providing coverage to either Contractor or City with respect to the work or services of Contractor a waiver of any right to subrogation which any insurer or Contractor may acquire against City by virtue of the payment of any loss under such insurance coverage.

12. **Nondiscrimination - ADA Compliance** – Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor also shall comply with the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendments Act (ADAAA) of 2008 and any subsequent amendments (42 U.S.C. § 12101, et seq.) (Pub No. 101-336), ORS 659A, and all regulations and administrative rules established pursuant to those laws. Contractor agrees to comply with ADA in its employment and nondiscrimination practices, and that it shall perform its contractual obligations consistent with ADA federal requirements/regulations, state disability and accessibility law and requirements, and applicable regulations and administrative rules established pursuant to those laws.

13. **Successors and Assigns.** City and Contractor each binds itself, its successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Contractor shall not assign or transfer its interests in this Agreement without written consent of City, which consent may be withheld in the City's sole, subjective discretion. The rights under this Agreement may not be transferred or assigned by operation of law, change of control or merger without the prior written consent of the City. The City may rescind this Agreement if transferred or assigned by operation of law, change of control or merger, or without the prior written consent of the City.

14. **Force Majeure.** Contractor shall not be held responsible for delay or default caused by fire, riot, acts of God and war which is beyond Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Agreement.

15. **No Third Party Beneficiaries.** City and Contractor are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

16. **Waiver.** City's failure to enforce a provision of this Agreement shall not constitute a continuing waiver, shall not constitute a relinquishment of City's right to performance in the future and shall not operate as a waiver of City's right to enforce any other provision of this Agreement.

17. **Limitation on Authority.** City retains its authority to execute all applications, Agreements and other documents relating to the Project. Contractor has no right or authority, express or implied, to commit or otherwise obligate City or any of its partners, except as permitted by the express terms of this Agreement, or as authorized in writing.

18. **Attorney Fees & Governing Law.** In the event an action, suit or proceeding, including appeals, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for that party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding or appeal. The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any claim, action, suit, or proceeding between City and Contractor arising from or relating to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County, Oregon, or, if the claim must be brought in a federal forum, the United States District Court for the District of Oregon. Contractor hereby consents to *in personam* jurisdiction of said courts.

19. **ORS 279A.125 Preference for Recycled Materials.** Contractor will use where applicable, 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 non-recycled product; and (d) The recycled product's costs do not exceed the costs of non-recycled products by more than five percent (5%).

20. **Compliance with Law.** Contractor shall comply with applicable federal, state, and local laws and ordinances applicable to the work under this Agreement. This Agreement incorporates the provisions required to be in an agreement of this type by ORS 279B.200 through 279B.235 (see Exhibit).

21. **Merger Clause.** This Agreement and attached exhibits constitute the entire Agreement between the Parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties. The waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor by signature of its authorized representative hereby acknowledges that he/she has read this Agreement/Agreement, understands it, and agrees to be bound by its terms and conditions.

22. **Notices.** All notices and demands of a legal nature that either party may be required or may desire to serve upon the other party shall be in writing and shall be served upon the other party by personal service, by facsimile transmission, E-Mail followed by mail delivery of the original of the notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, postage prepaid, addressed as follows:

City of Bend, 710 NW Wall Street, Bend, Oregon 97703
Attn: Eric King, City Manager, Phone: 541-388-5505 & Fax: 541-385-6676
Email: eking@bendoregon.gov

Contractor: _____

Service by mail shall be deemed complete on the date of actual delivery or three business days after being sent via certified mail. Service by facsimile transmission or E-Mail shall be deemed served upon receipt of the facsimile or E-Mail, followed by mail delivery.

23. **Severability.** If any provision of this Agreement is held illegal or unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions will not be impaired unless the illegal or unenforceable provision affects a significant right or responsibility, in which case the adversely affected party may request renegotiation or the agreement, and if negotiations fail, may terminate the agreement.

24. **Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

25. **Amendments.** The Parties may amend this agreement by a written amendment properly executed by both Parties. Contract amendments shall be effective only in compliance with Bend Code Sections 1.55.050 C and D.

26. **Pay Equity.** As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and shall not discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class.

Contractor must comply with ORS 652.220 as amended and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles Agency to terminate this Contract for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's

rate of wage, salary, benefits, or other compensation with another employee or another person.

27. **Compliance with Tax Laws.** Contractor represents and warrants that contractor has complied with the tax laws of this state and political subdivisions of this state including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318.

Contractor agrees to continue to comply with the tax laws of this state and political subdivisions of this state during the term of this contract. Failure of the contractor to comply with the tax laws of this state or a political subdivision of this state before the contractor executes the contract or during the term of the contract, shall be considered a default for which the City may terminate the contract and seek damages and other relief available under this contract or under applicable law.

28.

CITY OF BEND, OREGON

Eric King, City Manager

Date

APPROVED AS TO FORM:

City Attorney's Office

Date

CONTRACTOR NAME

Title:

Date

City Contracting & Funding Authorizations:

By: _____ Date _____
Director
City of Bend, Oregon

By: _____ Date _____
Funding Manager
City of Bend, Oregon

By: _____ Date _____
Project Manager
City of Bend, Oregon

By: _____ Date _____
Gwen Chapman,
Procurement & Public Contracts Director
City of Bend, Oregon

Contract Exhibit
Relevant Provisions Of ORS Chapter 279B

279B.220 Conditions concerning payment, contributions, liens, withholding. Every public contract shall contain a condition that the contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

279B.230 Condition concerning payment for medical care and providing workers' compensation.

(1) Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

(2) Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [2003 c.794 §76c]

279B.235 Condition concerning hours of labor.

* * * * *

(2) An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(3) In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

* * * * *

(5) (a) Except as provided in subsection (4) of this section, contracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

Enrolled House Bill 2006

Sponsored by Representative KOTEK; Representatives CAMPOS, DEXTER, EVANS, FAHEY, GRAYBER, HOLVEY, KROPF, LEIF, MARSH, MCLAIN, MEEK, MORGAN, NATHANSON, NERON, NOBLE, REARDON, SOLLMAN, WILDE, WILLIAMS, ZIKA, Senator PATTERSON

CHAPTER

AN ACT

Relating to housing; creating new provisions; amending ORS 203.082, 446.265 and 458.650; and declaring an emergency.

Be It Enacted by the People of the State of Oregon:

SECTION 1. Sections 2 and 3 of this 2021 Act are added to and made a part of ORS chapter 197.

SECTION 2. (1) As used in this section, “emergency shelter” means a building or cluster of buildings that provides shelter on a temporary basis for individuals and families who lack permanent housing.

(2) A building or cluster of buildings used as an emergency shelter under an approval granted under section 3 of this 2021 Act or section 11, chapter 12, Oregon Laws 2020 (first special session):

(a) May resume its use as an emergency shelter after an interruption or abandonment of that use for two years or less, notwithstanding ORS 215.130 (7).

(b) May not be used for any purpose other than as an emergency shelter except upon application for a permit demonstrating that the construction of the building and its use could be approved under current land use laws and local land use regulations.

(3) An approval of an emergency shelter under section 3 of this 2021 Act or section 11, chapter 12, Oregon Laws 2020 (first special session) is void unless the shelter is operating within two years following the approval.

SECTION 3. (1) A local government shall approve an application for the development or use of land for an emergency shelter, as defined in section 2 of this 2021 Act, on any property, notwithstanding ORS chapter 195, 197, 197A, 215 or 227 or any statewide plan, rule of the Land Conservation and Development Commission or local land use regulation, zoning ordinance, regional framework plan, functional plan or comprehensive plan, if the emergency shelter:

(a) Includes sleeping and restroom facilities for clients;

(b) Will comply with applicable building codes;

(c) Is located inside an urban growth boundary or in an area zoned for rural residential use as defined in ORS 215.501;

(d) Will not result in the development of a new building that is sited within an area designated under a statewide planning goal relating to natural disasters and hazards, in-

cluding flood plains or mapped environmental health hazards, unless the development complies with regulations directly related to the hazard;

(e) Has adequate transportation access to commercial and medical services; and

(f) Will not pose any unreasonable risk to public health or safety.

(2) An emergency shelter allowed under this section must be operated by:

(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.

(3) An emergency shelter approved under this section:

(a) May provide on-site for its clients and at no cost to the clients:

(A) Showering or bathing;

(B) Storage for personal property;

(C) Laundry facilities;

(D) Service of food prepared on-site or off-site;

(E) Recreation areas for children and pets;

(F) Case management services for housing, financial, vocational, educational or physical or behavioral health care services; or

(G) Any other services incidental to shelter.

(b) May include youth shelters, winter or warming shelters, day shelters and family violence shelter homes as defined in ORS 409.290.

(4) An emergency shelter approved under this section may also provide additional services not described in subsection (3) of this section to individuals who are transitioning from unsheltered homeless status. An organization providing services under this subsection may charge a fee of no more than \$300 per month per client and only to clients who are financially able to pay the fee and who request the services.

(5) The approval of an emergency shelter under this section is not a land use decision and is subject to review only under ORS 34.010 to 34.100.

SECTION 4. (1) Section 3 of this 2021 Act is repealed on July 1, 2022.

(2) The repeal of section 3 of this 2021 Act by subsection (1) of this section does not affect an application for the development of land for an emergency shelter that was completed and submitted before the date of the repeal.

SECTION 5. ORS 446.265 is amended to read:

446.265. (1) Inside an urban growth boundary, a local government may authorize the establishment of transitional housing accommodations used as individual living units by one or more individuals. Use of transitional housing accommodations is limited to *[persons]* **individuals** who lack permanent or safe shelter and who cannot be placed in other low income housing. A local government may limit the maximum amount of time that an individual or a family may use the accommodations.

(2) Transitional housing accommodations are intended to be used by individuals or families on a limited basis for seasonal, emergency or transitional housing purposes and may include yurts, huts, cabins, fabric structures, tents and similar accommodations, **as well as areas in parking lots or facilities for individuals or families to reside overnight in a motor vehicle, without regard to whether the motor vehicle was designed for use as temporary living quarters.** The transitional housing accommodations may provide parking facilities, walkways and access to water, toilet, shower, laundry, cooking, telephone or other services either through separate or shared facilities.

The Oregon Health Authority may develop public health best practices for shared health and sanitation facilities for transitional housing accommodations.

(3) Transitional housing accommodations are not subject to ORS chapter 90.

(4) As used in this section, “yurt” means a round, domed tent of canvas or other weather resistant material, having a rigid framework, wooden floor, one or more windows or skylights and that may have plumbing, electrical service or heat.

SECTION 6. ORS 203.082 is amended to read:

203.082. [(1) Any political subdivision in this state may allow churches, synagogues and similar religious institutions to offer overnight camping space on institution property to homeless persons living in vehicles.]

[(2) In addition to any conditions or limitations imposed by a political subdivision, a religious institution located within the political subdivision and offering camping space described under subsection (1) of this section must:]

[(a) Limit camping space at the institution site to three or fewer vehicles at the same time; and]

[(b) Provide campers with access to sanitary facilities, including but not limited to toilet, hand washing and trash disposal facilities.]

(1) Any political subdivision may allow any public or private entity to allow overnight camping by homeless individuals living in vehicles on the property of the entity.

(2) A political subdivision may impose reasonable conditions upon offering camping space under this section, including establishing a maximum number of vehicles allowed.

(3) Entities providing camping spaces under this section must also provide access to sanitary facilities, including toilet, handwashing and trash disposal facilities.

SECTION 7. ORS 458.650 is amended to read:

458.650. (1) The Emergency Housing Account [*shall be*] **is** administered by the Housing and Community Services Department to assist homeless [*persons*] **individuals** and those [*persons*] **individuals** who are at risk of becoming homeless. An amount equal to 25 percent of moneys deposited in the account pursuant to ORS 294.187 is dedicated for expenditure for assistance to veterans who are homeless or at risk of becoming homeless. For purposes of this section, “account” means the Emergency Housing Account.

(2) The Oregon Housing Stability Council, with the advice of the Community Action Partnership of Oregon, shall develop policy for awarding grants to organizations that shall use the funds:

(a) To provide to low and very low income [*persons*] **individuals**, including but not limited to, [*persons*] **individuals** more than 65 years of age, persons with disabilities, farmworkers and Native Americans:

(A) Emergency shelters and attendant services;

(B) Transitional housing services designed to assist [*persons*] **individuals** to make the transition from homelessness to permanent housing and economic independence;

(C) Supportive housing services to enable [*persons*] **individuals** to continue living in their own homes or to provide in-home services for such [*persons*] **individuals** for whom suitable programs do not exist in their geographic area;

(D) Programs that provide emergency payment of home payments, rents or utilities; or

(E) Some or all of the needs described in subparagraphs (A) to (D) of this paragraph.

(b) To align with federal strategies and resources that are available to prevent and end homelessness.

(3)(a) The council shall require as a condition of awarding a grant that the organization demonstrate to the satisfaction of the council that the organization has the capacity to deliver any service proposed by the organization.

(b) Any funds granted under this section [*shall*] **may** not be used to replace existing funds. Funds granted under this section may be used to supplement existing funds. An organization may use funds to support existing programs or to establish new programs.

(c) The council, by policy, shall give preference in granting funds to those organizations that receive grants from the Housing Development Grant Program established under ORS 458.625.

(4) The department may expend funds from the account for:

(a) The administration of the account as provided for in the legislatively approved budget, as that term is defined in ORS 291.002, for the department.

(b) The development of technical assistance and training resources for organizations developing and operating emergency shelters as defined in section 2 of this 2021 Act and transitional housing accommodations as described in ORS 446.265.

SECTION 8. Section 9 of this 2021 Act is added to and made a part of ORS 458.600 to 458.665.

SECTION 9. (1) As used in this section, “low-barrier emergency shelter” means an emergency shelter, as defined in section 2 of this 2021 Act, that follows established best practices to deliver shelter services that minimize barriers and increase access to individuals and families experiencing homelessness.

(2) The Housing and Community Services Department shall award grants and provide technical assistance to organizations to fund:

(a) The construction, purchase or lease of facilities to be used as low-barrier emergency shelters;

(b) The operation, use or staffing of low-barrier emergency shelters, including the costs to provide clients with access to the shelters;

(c) The development or use of amenities or facilities that provide no-cost services to individuals and families who are homeless, including restroom and hygiene facilities, laundry facilities, dining facilities, storage for personal property, meeting or gathering spaces and facilities providing case management services; or

(d) Rapid rehousing services and supports for individuals and families.

(3) In awarding grants and providing technical assistance under this section, the department shall:

(a) Ensure that funds are distributed among different regions of the state; and

(b) Prioritize funding areas of highest need as identified in the August 2019 Oregon Statewide Shelter Study.

(4) Grants under this section must be awarded:

(a) Through a competitive process that emphasizes collaborative proposals; or

(b) To one or more community action agencies.

SECTION 10. (1) As used in this section, “navigation center” means a low-barrier emergency shelter, as defined in section 9 of this 2021 Act, that is open seven days per week and connects individuals and families with health services, permanent housing and public benefits.

(2) The Oregon Department of Administrative Services may award grants to local governments to:

(a) Plan the location, development or operations 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 under paragraph (b) of this subsection; or

(d) Contract for the performance of activities in this subsection.

(3) The department shall require that each local government receiving a grant under this section agree to return all moneys granted unless the local government has developed a navigation center that is operating on or before July 1, 2022.

SECTION 11. Notwithstanding ORS 458.650 (2) and (3), the Housing and Community Services Department may expend funds from the Emergency Housing Account to award grants and provide technical assistance under section 9 of this 2021 Act.

SECTION 12. Sections 9, 10 and 11 of this 2021 Act are repealed on January 2, 2024.

SECTION 13. This 2021 Act being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this 2021 Act takes effect on its passage.

Passed by House April 5, 2021

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Timothy G. Sekerak, Chief Clerk of House

.....
Tina Kotek, Speaker of House

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Peter Courtney, President of Senate

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Kate Brown, Governor

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Shemia Fagan, Secretary of State