

**AGREEMENT BETWEEN THE CITY OF SALEM
AND HOUSING AUTHORITY OF THE CITY OF SALEM FOR
OPIOID REMEDIATION USES**

THIS AGREEMENT, made and entered into in duplicate by and between the City of Salem, an Oregon municipal corporation with offices located at 555 Liberty St. SE, Salem, OR 97301 in Marion County (“City”), and HOUSING AUTHORITY OF THE CITY OF SALEM, OREGON, hereinafter referred to as “Authority”, with offices located at 360 Church St. SE, Salem, OR 97301 in Marion County, (“Recipient”), (collectively the “Parties”).

WITNESSETH:

WHEREAS, the City has received Opioid Settlement funds ;

NOW, THEREFORE, in consideration of the mutual promises, and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the Parties understand and agree as follows:

**ARTICLE I
Opioid Settlement Funds for Opioid Remediation Uses at Redwood Crossings**

- 1.1 The City has received **two hundred and fifty thousand** dollars (\$250,000) in fiscal year 2022-2023 in Opioid Settlement Funds that shall be administered by Recipient for Opioid Remediation Uses by supporting people in treatment and recovery by 1) Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare. 2) Provide full continuum of care treatment and recovery services for OUD and any co-occurring SUD/ MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services. 3) Provide access to housing for people with OUD and co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services. (4) Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family. (5) Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma. (6) Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment. City shall reimburse Recipient up to the grant amount upon receipt of reimbursement requests documenting the use of funds on a quarterly basis.

**ARTICLE II
Term**

- 2.1 This Agreement will terminate on June 30, 2027, unless extended in writing as provided by this Agreement.

**ARTICLE III
Use**

- 3.1 Recipient shall use the Grant for Opioid Remediation Uses by supporting people in treatment and recovery by 1) Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare. 2) Provide full continuum of care treatment and recovery services for OUD and any co-occurring SUD/ MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services. 3) Provide access to housing for people with OUD and co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing

assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation with other support services. (4) Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family. (5) Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma. (6) Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

ARTICLE IV
Time of Performance

- 4.1 Services of Recipient shall start on or after March 01, 2026, and end on December 31, 2027. The terms of this Agreement and the provisions herein may be extended to cover any additional time period, upon written request and approval by City.

ARTICLE V
Notices

- 5.1 Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following representatives:

City
James Wharton-Hess, Senior Fiscal Analyst
City of Salem, Finance Department
555 Liberty St. SE
Salem, OR 97301
503-588-6231
jwhartonhess@cityofsalem.net

Recipient
Nicole Utz
Salem Housing Authority Administrator
360 Church St. SE
Salem, OR 97301
503-588-6368
nutz@salemhousingor.com

ARTICLE VI
Change or Modification

- 6.1 No change, modification, or waiver of any provision in this Agreement shall be valid or binding upon the parties hereto unless such change, modification, or waiver is in writing signed by all parties hereto.

ARTICLE VII
No Agency

- 7.1 Recipient is not considered an agent of City for any purpose, and employees of Recipient are not employees of City, and not entitled to any benefit the City may provide for City's employees, including but not limited to retirement benefits, medical and dental insurance, workers' compensation insurance, and unemployment insurance.

ARTICLE VIII
Insurance & Bonding

- 8.1 Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from City. Recipient shall obtain, maintain and provide a policy of liability insurance in form and coverage approved by the City, providing coverage is not less than \$1,000,000 "single limits" for bodily injury, personal injury, property damage, and \$2,000,000 Annual Aggregate and naming "the City of Salem, Oregon, its officers, agents and employees" as loss payee; and the Recipient shall, prior to commencing service, furnish to the City a certificate evidencing such coverage and any renewal of such coverage, and providing for not less than 30-day written notice to be given to the City in the event of cancellation or reduction in coverage. Flood insurance will be required if the project is in a designated flood zone as described in the Federal Emergency Management Agency Flood Hazard Boundary Maps or Flood Insurance Rate Maps.
- 8.2 Recipient shall obtain and maintain a policy of fire insurance with extended coverage endorsements on the basis of 100% of full replacement cost of all improvements, general liability (Bodily Injury and Property Damage) on an occurrence basis in a minimum amount of \$1,000,000 for bodily and property damage for a single occurrence and \$2,000,000 in the aggregate, with City listed as loss payee and additional insured in favor of the City of Salem it's Successors and or Assigns, Attn: Finance, 555 Liberty St. SE, Salem, OR 97301-3412, subject to City's acceptance of the insuring company. Certificate or policy should be sent to the above address. Flood insurance will be required if the project is in a designated flood zone as described in the Federal Emergency Management Agency Flood Hazard Boundary Maps or Flood Insurance Rate Maps.

ARTICLE IX
Amendments

- 9.1 Except as permitted in section 9.2 of this Agreement, this Agreement may be amended only by written instrument executed with the same formalities as this Agreement may be amended only in writing signed by both parties.
- 9.2 City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons, and shall promptly notify Recipient of any such amendments. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Recipient.

ARTICLE X
Accounting Standards

- 10.1 Recipient agrees to comply with 24 CFR 84.21 to 84.28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all cost incurred. Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles."
- 10.2 Recipient shall administer its Program in conformance with Office of Management and Budget (OMB) circulars A-122, "Cost Principles for Non-Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

ARTICLE XI
Documentation and Record Keeping

- 11.1 Recipient shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- 11.2. Records providing a full description of each activity undertaken;
- 11.3 Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of six (6) years beyond the later of the final and total expenditure or disposition of the grant. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers, and records until the issues are resolved.
- 11.4 City, or its authorized representatives, shall have access to all books, documents, papers, and records of Recipient which are relevant to this agreement for the purpose of making audit, examination, excerpts, copies, and transcriptions.

ARTICLE XII

Other Requirements

- 12.1 Non-discrimination and Equal Opportunity: In carrying out this Agreement, the Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, marital status, domestic partnership, disability, familial status, sexual orientation, gender identity and source of income. The Recipient shall take the necessary steps to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, sex, age, marital status, domestic partnership, disability, familial status, sexual orientation, gender identity and source of income. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this non-discrimination clause. The Recipient, upon execution of this Agreement, shall agree that all qualified candidates will receive consideration for employment without regard to race, color, religion, national origin, sex, age, marital status, domestic partnership, disability, familial status, sexual orientation, gender identity and source of income. The Recipient shall comply with City Ordinance, regarding Equal Employment Opportunity and Affirmative Action.
- 12.2 Disclosure Requirements: Accurate, current and complete disclosure of the financial results of activities under this Agreement in accordance with generally accepted business practice. If Recipient accounting records are maintained on a cash basis, Recipient must develop information of accounts payable and accounts receivable through an analysis of the documents in the file, or on the basis of its best estimates.

Article XIII

Conduct

- 13.1 Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of City. Notice of any such transfer shall be furnished promptly to the City.

ARTICLE XIV

Heading and Subheadings

- 14.1 The Article headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XV

Severability

- 15.1 Invalidation of any term or provision herein by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

ARTICLE XVI
Personnel Conditions

- 16.1 Recipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Article 504 of the Rehabilitation Act of 1973, the Americans with Disabilities act of 1990, and the Age Discrimination Act of 1975.
- 16.2 Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws and regulations.

ARTICLE XVII
Default

- 17.1 A default shall consist of any use of City funds allocated under this Agreement for a purpose other than as authorized by this Agreement, any material breach of the Agreement, or a misrepresentation of any material fact by Recipient. Upon due notice to the Recipient of the occurrence of any such default and the provision of a reasonable opportunity to respond, City may take one or more of the following actions:
- a. Direct the Recipient to reimburse the City in any amount not used in accordance with the requirements of this Agreement;
 - b. Suspend disbursement of funds allocated for this Agreement;
 - c. Other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the Agreement and any other available remedies.
- 17.2 For purposes of this Agreement, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by Recipient of the City's written notice of default. No delay or omission by City in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Recipient default.

ARTICLE XVIII
Entire Agreement

- 18.1 This Agreement constitutes the entire agreement between City and Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between City and Recipient with respect to this Agreement.

ARTICLE XIX
Termination/Withdraw

- 19.1 For purposes of this Agreement, cause shall mean material breach of the terms and conditions of this Agreement. Either party, believing it has cause to terminate the Agreement, shall give written notice of not less than ten (10) days, specifying the cause and the date selected for termination; and, if the breach is not remedied within ten (10) days, or other greater period of time as specified within the notice, either party may terminate the relationship.
- 19.2 If the breach is not remedied within ten (10) days either party may withdraw from this Agreement for cause upon the giving of not less than thirty (30) days written notice of the date selected for withdrawal.
- 19.3 Suspension or termination may also occur in the event of default, inability, or failure to perform on the part of Recipient.

ARTICLE XX
Incorporation of Recitals

20.1 The recitals made at the beginning of this Agreement are true and correct and, by this reference, are incorporated herein and made a part hereof. The exhibit attached and mentioned herein is, by this reference, incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the parties hereto duly execute this agreement, and it becomes effective, as of the day and year last signed below.

Recipient:

Housing Authority of the City of Salem

Krishna Namburi, Executive Director

Date

Grantor:

City of Salem, Oregon
an Oregon municipal corporation

Krishna Namburi, City Manager
City of Salem

Date