

**AGREEMENT BETWEEN THE CITY OF SALEM
AND MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY FOR
RENOVATION OF FACILITIES FOR SHELTERING AND EARLY LEARNING PROGRAMS**

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 MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, hereinafter known as CAA, an Oregon Non-Profit corporation, with offices located at 615 Commercial St. NE, Salem, OR 97301 in Marion County, (“Recipient”), (collectively the “Parties”).

WITNESSETH:

WHEREAS, the City has received a grant from the State of Oregon, Department of Administrative Services (“DAS”);

WHEREAS, pursuant to Oregon Laws 2023, chapter 605, section 87(9) (the “Authorization”), the Oregon Legislature appropriated \$1,850,000 from the General Fund for a grant for the purpose of renovations of ARCHES sheltering service and Wallace Early Learning Center;

WHEREAS, MWVCAA purchased real property and improvements, one at 1288 Hawthorne Rd. NE, Salem, OR 97301 (Real Property) that needs renovation to function as a temporary shelter for unsheltered Salem, Oregon residents and a second, at 1205 Wallace Rd. NW, Salem, OR 97304 (Real Property) that needs renovations to convert office space to classrooms for early learning for Head Start infants, toddlers and pre-kindergarten students in Salem, Oregon;

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
State Grant Pass-Through Funds for renovations projects**

- 1.1 The City has received one million, eight hundred fifty thousand dollars (\$1,850,000) in fiscal year 2023-2024 from DAS to be administered by Recipient for two renovation projects. The first is a renovation of an 80-room motel for use as a temporary shelter for people transitioning from being chronically homeless as described in the Grant Specifications (Exhibit A) attached hereto and by reference incorporated herein (the “Program”). Sheltering is defined as the temporary provision of an overnight stay and bathroom facilities for individuals, couples, or families who are unhoused. The second renovation project is to convert office space into two classrooms that will provide childhood education and development services. City shall disburse the full grant amount to Recipient within 30 days after execution of this agreement.

**ARTICLE II
Term**

- 2.1 This Agreement will terminate on June 30, 2024 unless extended in writing as provided by this Agreement.

**ARTICLE III
Use**

- 3.1 Recipient shall use the Grant for the purpose of the renovation of an 80-room motel for use as a temporary shelter for people transitioning from being chronically homeless in our community, and, for the renovation of

an office building into two Head Start classrooms to provide childhood education and development services. Recipient shall use the funds for renovation of the Real Properties and for no other purpose.

- 3.2 At the sheltering location, recipient plans to place chronically homeless and medically vulnerable population, with the intent of helping people get healthy and well enough to get connected to other services like mental health, drug treatment, and permanent housing. At the Wallace Early Learning Center, services will be provided to infants and toddlers through pre-kindergarten for families who are experiencing poverty.
- 3.3 Recipient may not use any of the grant to cover costs to be paid for by another State of Oregon agency or any third party.

ARTICLE IV

Time of Performance

- 4.1 Services of Recipient shall start on or after April 1, 2023, and end on June 30, 2024. 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
Kali Leinenbach, Budget Manager
City of Salem, Finance Department
555 Liberty St. SE
Salem, OR 97301
503-588-6231
kleinenbach@cityofsalem.net

Recipient
Jimmy Jones
Executive Director
Mid-Willamette Valley Community Action
Agency
615 Commercial St. NE
Salem, OR 97301
503-585-6232
jimmy.jones@mwvcaa.org

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 \$2,000,000 "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 \$2,000,000 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 Invalidity 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:

Mid-Willamette Valley Community Action Agency

Jimmy Jones, Executive Director

Date

Grantor:

City of Salem, Oregon
an Oregon municipal corporation

Scott Archer, Deputy City Manager
City of Salem

Date

Exhibit A Grant Specifications

**Mid-Willamette Valley Community Action Agency
Renovations Projects
Fiscal Year 2023-2024
GRANT SPECIFICATIONS**

1. The Mid-Willamette Valley Community Action Agency shall provide the following services:

Funds will be used to renovate an 80-room motel for use as a temporary shelter to place the chronically homeless and medically vulnerable, with the intent of helping people connect to other services like mental health, drug treatment, and permanent housing.

Assistance to those sheltering to work toward identification of sustainable housing.

Funds will be used to renovate an office building for use as classroom space for the Head Start program. The program will provide childhood education and development services to infants and toddlers through pre-kindergarten age for families who are experiencing poverty.

2. Reporting requirements are as follows:

City must submit an annual progress report to the Department of Administrative Services until the grant funds are fully expended. A progress report is due one year from distribution of funding and thereafter annually until the grant funds are fully expended. Each progress report shall contain a brief narrative and financial report on the total use of grant funds. The CAA shall provide to the City no later than December 1st of each year:

- (a) Brief description of the project and use of grant funds to date
- (b) Timeline for major project deliverables
- (c) Grant funds spent to date
- (d) Project milestones met to date

As is applicable, will report data as collected through the HMIS reporting system.