

CITY OF SALEM GRANT AGREEMENT

ADDRESSING CHRONIC HOMELESSNESS

Grantee: **ORS 190 Entity, (Continuum of Care) Mid-Willamette Valley Homeless Alliance**

Project Name: **Addressing Chronic Homelessness**

Funding Source: **City of Salem Trust and Agency Funds**

Grant Award: **\$55,000**

Grant Award Date: **October 12, 2020**

RECITALS:

(a) Whereas the City of Salem (City) has awarded grant funds to **Continuum of Care, Mid-Willamette Valley Homeless Alliance** (Grantee), through its ORS 190 Entity, to fund Grantee's efforts to support and house chronically homeless individuals in Salem. The funds were received by the City of Salem through donations from Mountain West Investment Corporation and Salem Health (Donors).

AGREEMENT:

Now, therefore, in consideration for the Grantee's performance, and other covenants and conditions contained herein, Grantee and the City agree as follows:

Section 1: Method of Payment. City agrees to provide Grantee with grant funds in one installment within 30 days of execution of this agreement, care of the Mid-Willamette Valley Council of Governments.

Section 2. Grant Expiration Date. This Grant Agreement shall expire one year from the date last signed by both Parties below.

Section 3. Grantee Expenditure and Reporting Obligations.

Grantee shall maintain complete records of expenditures of Grant funds under generally accepted accounting practices, which records shall be open to inspection by the City's Grant Administrator, or the Administrator's designee, upon demand during regular City business hours.

Section 4. Definitions.

a. "Alliance" refers to the Mid-Willamette Valley Homeless Alliance, formed as a Continuum of Care for the Marion-Polk county region and recognized by the U.S. Department of Housing & Urban Development.

b. "Built for Zero" refers to a national initiative providing the tools and methodology, such as a Quality By-Name list, case conferencing, and collaborative teamwork, to reduce chronic homelessness through a coordinated community approach.

c. "Chronically Homeless" as defined in 24 CFR Parts 91 and 578 means A 'homeless individual with a disability,' as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who:

- (i) Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
- (ii) Has been homeless and living as described in paragraph (1)(i) of this definition continuously for at least 12 months or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (1)(i). Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;
- (2) An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or
- (3) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

d. "Chronic Homelessness Results-Based Accountability Scorecard" refers to the document referenced herein and attached to this agreement that portrays the potential to reduce chronic homelessness in the Marion-Polk county region over a three-year period.

e. "Progress Report" refers to a report submitted by the Alliance to Donor each quarter documenting reductions to chronic homelessness as portrayed in the Scorecard, in addition to documenting completion of the Built for Zero Milestones listed in Section 2.

Section 5. Grant Terms.

(a) Grantee will submit to Donors a Progress Report each quarter within thirty days after the end of each quarter, beginning with the quarter ending September 30, 2020. Grantee will complete these five milestones within twelve months of receipt of the grant funds:

- (i) Develop a Quality-by-Name list that meets the criteria established by the Built for Zero organization;
- (ii) Engage leadership staff from three or more community agencies to actively participate in the built for Zero Development Team;
- (iii) Conduct monthly Built for Zero Development Team Meetings to monitor progress and make changes where they are needed;
- (iv) Map and develop a corresponding regional outreach plan to ensure all geographic areas are connected to a services and assessment access point for people experiencing chronic homelessness; and

- (v) Plan and implement a semi-monthly case conferencing model that meets Built for Zero criteria.

Section 6. Termination.

(a) The City may terminate this Grant Agreement or revoke the Grant award, in whole or in part, effective upon delivery of written notice to the Grantee under the following conditions:

- (i) Grantee fails to comply with the terms and conditions of this Grant Agreement within the time specified herein or within any allowed extension thereof.
- (ii) Grantee made or makes any fraud, misrepresentation, or false statement made in the Grant application, or in connection with the Grant.

(b) Any termination pursuant to subsection (a)(i)-(iii) of this section shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. In the event of a termination pursuant to subsections (a)(iv)-(vi) of this section the City may require the Grantee to repay all or part of the Grant Funds.

Section 7. General Conditions.

(a) **Grantee Warranties.** By accepting this grant, Grantee acknowledges the City's policy of non-discrimination and Grantee warrants that, in performance of its obligations under this grant, it will not discriminate against any person, based on that person's race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, or source of income, as provided in SRC Chapter 97.

(b) **Merger.** This Grant Agreement constitutes the entire agreement between the parties. The terms of this Grant Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument. Any such waiver, alteration, or modification shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if it is signed by all parties to this Grant Agreement. There are no understandings, agreements, or representations, oral or written, regarding this Grant Agreement except as specified or referenced herein. The Grantee by Grantee's signature below, hereby acknowledges that Grantee has read this Grant Agreement, understands it, and agrees to be bound by its terms and conditions.

(d) **Status.** Nothing in this Grant Agreement is intended to create, or shall be construed as creating, a relationship of principal-agent, partners, joint ventures, or association between Grantee and the City.

(e) **No Third Party Beneficiaries.** The City and the Grantee are the only parties to this Grant Agreement and are the only parties entitled to enforce its terms. Nothing in this Grant 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 individually identified by name herein and expressly described as intended beneficiaries of the terms of this Grant Agreement.

(f) **Access to Records.** The City and its duly authorized representatives shall have access to the Grantee's books, documents, investigative reports, papers, and records which are directly pertinent to this Grant Agreement for the purposes of making financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer

where required by law.

(g) Notice. Any notice required or desired to be given by one party to the other shall be given, in writing, by personal delivery; by registered or certified mail, return receipt requested; by FAX; or by nationally recognized overnight courier service, to the following addresses:

Kristin Retherford
City of Salem
350 Commercial Street NE
Salem, Oregon 97301

Janet Carlson
ORS 190 Entity, Mid-Willamette Valley
Homeless Alliance
100 High Street SE, Suite 200
Salem, Oregon 97301

Notices shall be effective upon receipt.

(h) Taxes. Grantee will comply with all federal and state tax law applicable to this Grant. The City will not withhold any amounts to cover Grantee's federal or state tax obligations.

(i) Compliance with Laws. Grantee will comply with all applicable federal, state and local laws, ordinances, rules, regulations and executive orders now existing or hereinafter in effect, which may in any manner affect Grantee's performance under this Grant.

(j) Assignment. This Grant Agreement is not assignable.

(k) Indemnity. Grantee shall defend, save, hold harmless and indemnify the City, its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of the Grantee, its officers, employees, subcontractors or agents under this Grant Agreement.

(l) Severability. The parties agree that if any term or provision of this Grant Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Grant Agreement did not contain the particular term or provision held to be invalid.

Section 8. Acceptance. The individual signing this grant on behalf of Grantee hereby certifies that such signature has authorized by the Grantee, and that the individual has the authority to act on behalf of Grantee, and to bind the Grantee to the terms and conditions of this Grant Agreement.

ORS 190 Entity, Mid-Willamette
Valley Homeless Alliance

CITY OF SALEM

By: _____

By: Steve Powers

Title: _____

Title: City Manager

Date: _____

Date: _____