

**FAC Sweet Home Managed Outreach and Community Resource Facility
Memorandum of Understanding
Between
Family Assistance & Resource Center Group and the City of Sweet Home**

I. INTRODUCTION

This Memorandum of Understanding (“Memorandum”), dated March 8, 2022 between **Family Assistance & Resource Center Group** (“FAC”) a Non-Profit organization represented by Shirley Byrd, Executive Director; and **City of Sweet Home** (“City”), represented by Greg Mahler, Mayor, collectively referred to as “the Parties”.

II. PREAMBLES

WHEREAS, **Family Assistance & Resource Center Group** is a Non-profit organization established with the goal of FAC’s mission to establish trust and inspire hope by providing access to resources, services, and education to those who are experiencing homelessness and housing instability. FAC provides a mobile crisis intervention unit that responds to non-criminal situations including substance abuse, mental and emotional crisis, disorientation, welfare check, and dispute facilitation – providing checkups, brief intervention, and transport to services needed. FAC Sweet Home Managed Outreach and Community Resource Facility provides low barrier housing solutions and equity for this highly marginalized and vulnerable Linn County population.

WHEREAS, FAC is a non-profit organization, qualified under Section 501(c)(3) of the United States Internal Revenue Code and duly registered in the United States.

WHEREAS, the City of Sweet Home is an Oregon municipal corporation;

WHEREAS, this Agreement has as its objective the collaboration and participation of both organizations to provide low barrier housing solutions and equity for this highly marginalized and vulnerable Linn County population, and for this reason, this agreement facilitates the establishment of channels of communication that permit the creation and interchange of information, as well as technical, financial and institutional collaboration in the area of low barrier housing.

WHEREAS, the missions of the Parties are complementary;

THEREFORE, the Parties wish to continue working together and in compliance with the following clauses:

III. GOAL

Community cooperation and coordination to provide unhoused solutions, housing and resource solutions for the City of Sweet Home

IV. AREAS OF COLLABORATION

AREAS OF COLLABORATION BETWEEN FAC AND CITY

Learning and building resources to house the marginalized and vulnerable unsheltered community. This includes the sharing of knowledge and lessons learned, organizational development and sustainability, sustainable finance, and housing initiatives. This can include sustainable strategies as well as communications that will build public awareness and support for the unhoused and community services.

V. RESPONSIBILITIES OF Family Assistance and Resource Center Group

DESCRIBE FAC'S RESPONSIBILITIES UNDER THIS AGREEMENT

FAC will work with City to establish a 7-member Policy Board that reports directly to the FAC Board of Directors. The Policy Board will establish mutually amenable methods of coordination which will create, implement, monitor and evaluate policies, procedures and work plans for the FAC Sweet Home Managed Outreach and Community Resource Facility. Membership of the Policy Board shall include: a Sweet Home City Council member and the Sweet Home Police Chief or designee; and may include: a Sweet Home Business Owner, an unhoused member, an unhoused advocate, member with a health care background, and a Sweet Home community member.

FAC shall work with partners and care providers, with the purpose of arranging on site care for clients (which hereinafter includes guests in its meaning).

FAC shall endeavor to connect clients with state, federal, and local programs to empower clients to transition out of homelessness. FAC shall operate the facility with the goal of transitioning each client to permanent housing. FAC shall assist clients to develop an individual healthy lifestyle plan to exit being unsheltered, and regularly review client progress toward the plan.

FAC shall provide quarterly reports to the City entailing the following information:

- Clients entered
- Clients exited
- Services offered
- Client number
- Total hours of service

FAC shall keep records to facilitate client services and document the needs of unsheltered people in Sweet Home.

FAC shall, at its own expense, maintain standard liability insurance for the site, and standard fire insurance for the old City Hall Annex building.

VI. RESPONSIBILITIES OF City of Sweet Home

DESCRIBE CITY'S RESPONSIBILITIES UNDER THIS AGREEMENT

Nighttime Security: City agrees to provide nighttime security for the FAC Sweet Home Managed Outreach and Community Resource Facility. Nighttime shall be from 10 pm to 7 am but may be adjusted by the Policy Board to reflect the actual needs of the Parties.

Old City Hall Annex Building: The City of Sweet Home will contribute the "Old City Hall Annex" Building to be used by FAC at the FAC Sweet Home Managed Outreach and Community Resource Facility. This structure shall be moved from its currently location to the Facility site at FAC's expense.

Infrastructure site preparation: City agrees to provide resources for the Access and Utility Easement to the site as well as site preparation that is agreed upon by both parties (electrical, sewer, water, etc.).

VII. DUE DILIGENCE

The City may request copies of documents to ensure that FAC meets the criteria of a non-profit organization and that FAC meets appropriate standards of capacity, competence, and financial accountability. These documents include but are not limited to the following: a certificate of good standing, a list of the names of all its board members and principal officers, copies of FAC's bylaws and articles of incorporation. FAC agrees to notify the City

immediately of any change in FAC's status or operations, or if any official judicial, legislative, or administrative proceeding is instituted against FAC.

VIII. PRINCIPAL CONTACTS

The Principal Contacts for each the organizations are:

Shirley Byrd
Executive Director
Family Assistance & Resource Center Group
P.O. Box 714
Lebanon, OR 97355
541-224-7503

Blair Larsen
Community and Economic Development Director
City of Sweet Home
3225 Main Street
Sweet Home, OR 97386
541-818-8036

Such Principal Contacts may be changed in writing from time to time by their respective Parties.

IX. USE OF INTELLECTUAL PROPERTY

The parties agree that any intellectual property, which is jointly developed through activities covered under this MOU, can be used by either party for non-profit, non-commercial purposes without obtaining consent from the other and without any need to account to the other.

All other intellectual property used in the implementation of the MOU will remain the property of the party that provided it. This property can be used by either party for purposes covered by the MOU but consent will be obtained from the owner of the property before using it for purposes not covered by the MOU.

X. EFFECTIVE DATES, AMENDMENTS AND TERMINATION

This MOU shall take effect upon signing by both Parties and shall remain in effect for a period of two (2) years from that date unless earlier terminated. Neither party may assign or transfer all or any portion of this MOU without the prior written consent of the other party.

The MOU may be renewed at the end of this period by mutual written agreement by both Parties.

The provisions of this MOU may only be amended or waived by mutual written agreement by both Parties.

Any Party may terminate this MOU and any related agreement, workplan and budget at any time and for any reason by giving thirty (30) days prior written notice to the other Party; provided, however, that if the FAC or the City fails to perform any of its obligations under this MOU, the other party shall have the right to terminate this MOU and any related agreement, workplan and budget immediately upon written notice. Notwithstanding the above provisions for termination, if FAC terminates before ten (10) years, FAC shall pay City the actual cost of improvements and annex building on a sliding scale with a reduction thereof of 10% per year. Current estimated and actual costs are outlined in Exhibit A.

The individuals signing this MOU on behalf of their respective entities represent and warrant (without personal liability therefor) that upon the signature of each, this MOU shall have been duly executed by the entity each represents.

XI. TRANSFER OF FUNDS.

The Parties acknowledge and agree that this MOU creates some financial or funding obligation with both parties, and that such obligations shall arise upon joint execution of an agreement or workplan (which shall include a budget) that specifically delineates the terms and nature of such obligations and that references this MOU. Such agreements or workplans, and budgets, will be subject to funding being specifically available for the purposes outlined therein. Each Party's funds are further subject to that Party's obligation to expend Party funds solely in accordance with the agreed upon budget and the line items contained therein.

XII. NO JOINT VENTURE

The Parties agree that they are not entering into a Legal Partnership, joint venture or other such business arrangement, nor is the purpose of the Parties to enter into a commercial undertaking for monetary gain. Neither Party will refer to or treat the arrangements under this Agreement as a Legal Partnership or take any action inconsistent with such intention.

XIII. INDEMNIFICATION AND HOLD HARMLESS

FAC hereby agrees at its sole expense to indemnify and hold harmless City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, attorney's fees, costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors, or omissions in the services provided under this Agreement by FAC, FAC's agents, subcontractors, and employees to the fullest extent permitted by law; provided, FAC shall be liable only for that percentage of total damages that corresponds to its percentage of total negligence or fault.

FAC's duty to defend, indemnify, and hold City harmless shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of City or City's agents or employees.

FAC's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liability to which it applies, City's personnel-related costs, reasonable attorneys' fees, the reasonable value of any services rendered by the office of the City Attorney, outside contractor costs, court costs, fees for collection, and all other claim-related expenses.

City hereby agrees at its sole expense to indemnify and hold harmless FAC and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, attorney's fees, costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors, or omissions in the services provided under this Agreement by City, City's agents, subcontractors, and employees to the fullest extent permitted by law; provided, City shall be liable only for that percentage of total damages that corresponds to its percentage of total negligence or fault.

City's duty to defend, indemnify, and hold FAC harmless shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of FAC or FAC's agents or employees.

City's duty to defend, indemnify, and hold FAC harmless shall include, as to all claims, demands, losses, and liability to which it applies, FAC's personnel-related costs, reasonable attorneys' fees, outside contractor costs, court costs, fees for collection, and all other claim-related expenses.

FAC and City hereby certify that this indemnification provision was mutually negotiated.

Unless covered by the indemnities contained in this section, neither FAC nor the City shall be liable to the other in any action or claim for consequential, incidental or special damages, or loss of use. Any protection against liability for losses or damages afforded any individual or entity by these terms shall apply whether the action in which recovery of damages is sought is based on contract, tort (including sole, concurrent or other negligence and strict

liability of any protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies, which are inconsistent with these terms, are waived.

XIV. DISPUTE RESOLUTION

The Parties hereby agree that, in the event of any dispute between the Parties relating to this Agreement, the Parties shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days, the Parties agree that the dispute will be negotiated between the Parties through mediation if the Parties can agree on a mediator. The costs of mediation shall be shared equally by the Parties. Neither Party waives its legal rights to adjudicate this Agreement in a legal forum.

XV. ENTIRETY

This Agreement, including all annexes, embodies the entire and complete understanding and agreement between the Parties and no amendment will be effective unless signed by both Parties.

XVI. TIME

Time is of the essence of this Memorandum of Understanding and every term, covenant, and condition therein contained.

FOR Family Assistance and Resource Center Group

FOR City of Sweet Home

Shirley Byrd
Executive Director

Greg Mahler
Mayor

Wurster

Christy

City Manager Pro Tem

Date: 3/08/22

To Expire: 3/08/24