



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 8/18/2021

Department: Sheriff's Office Agenda Planning Date: 8/12/2021 Time required:

Audio/Visual aids NA

Contact: Camille Brignon Phone: 503-589-3261

Department Head Signature: [Handwritten Signature]

TITLE Union Gospel Mission _ Subsidized Housing Price Agreement

Issue, Description & Background On June 9, 2021 the Special procurement for Subsidized Housing was approved by Board Order No. 21-048 where multiple transitional housing providers in Marion County will provide housing for Community Corrections clients releasing to Marion County without a proposed residence. This price agreement will establish the terms by which the subsidy payments will be processed.

Financial Impacts: Estimated \$140,000.00 over the 21-23 biennium

Impacts to Department & External Agencies Union Gospel Mission is one of

Options for Consideration: 1. Approve 2. Deny 3. Take no action at this time

Recommendation: Approve

List of attachments: Original Contract, BOC agenda review form, Contract Review Sheet, Request for Authorization of Contract

Presenter: Commander Karvandi

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to: Camille Brignon; cbrignon@co.marion.or.us Kevin Karvandi; kkarvandi@co.marion.or.us

**MARION COUNTY
PRICE AGREEMENT**

This Price Agreement is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Union Gospel Mission of Salem, OR, hereinafter called Contractor.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Section 3.

1. TERM. This Price Agreement is effective on July 1, 2021. This Price Agreement expires on June 30, 2023. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond December 31, 2023.

2. CONSIDERATION.

The rate to be paid to Contractor under this Price Agreement, which includes any allowable expenses is per month, per client, at the rate listed in section 3.

3. SERVICES.

Contractor shall provide subsidy housing to Community Corrections clients under supervision of the Marion County Sheriff’s Office at the following location(s):

Location/Room	Address	Rate
Grear Street	2360 Grear St. NE, Salem, OR 97301	\$450.00
Restoration House	650 Locust St. NE, Salem, OR 97301	\$450.00

4. PROCESS.

County may order services during the Term of this Agreement using an ordering instruments described in this section.

A. ORDERING INSTRUMENT: Marion County Sheriff’s Office Subsidy Housing Form

County shall complete the Marion County Sheriff’s Office Subsidy Housing Form (Exhibit A) and submit it to Contractor.

B. ACCEPTANCE OF ORDERING INSTRUMENT:

Contractor shall signify its acceptance of the ordering instrument/subsidy form by reviewing and signing.

C. INVOICING:

Contractor shall send signed ordering instrument/subsidy form to County’s Community Corrections Division designee at the address specified below or to any other address as County may indicate in writing to Contractor.

**Marion County Community Corrections Division
Attn: Peggy Lowery
3610 Aumsville Hwy SE
Salem, OR 97317**

5. COMPLIANCE WITH STATUTES AND RULES.

A. County and the Contractor agree to comply with the provisions of this Price Agreement and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this Price Agreement and all applicable federal, state, and local statutes and rules shall be cause for termination of this Price Agreement as specified in sections concerning recovery of funds and termination.

County's performance under this Price Agreement is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Price Agreement), 279B.230 and 279B.235 (if applicable to this Price Agreement), which are incorporated by reference herein.

B. Contractor must, throughout the duration of this Price Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 23. C. (i) through (iv) of this Price Agreement.

i. Any violation of subsection B of this section shall constitute a material breach of this Price Agreement. Further, any violation of Contractor's warranty, in subsection 23.3 of this Price Agreement, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Price Agreement. Any violation shall entitle the County to terminate this Price Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Price Agreement, and to pursue any or all of the remedies available under this Price Agreement, at law, or in equity, including but not limited to:

- a. Termination of this Price Agreement, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and

C. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

6. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT and TITLE VI OF THE CIVIL RIGHTS ACT. Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

7. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence in the performance of this Price Agreement.

8. FORCE MAJEURE. Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Price Agreement caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Price Agreement. County may terminate this Price Agreement upon written notice to Contractor after

reasonably determining that the delay or breach will likely prevent successful performance of this Price Agreement.

9. FUNDING MODIFICATION.

A. County may reduce or terminate this Price Agreement when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

B. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

10. RECOVERY OF FUNDS.

Expenditures of the Contractor may be charged to this Price Agreement only if they (1) are in payment of services performed under this Price Agreement, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the Price Agreement period.

Any County funds spent for purposes not authorized by this Price Agreement and payments by the County in excess of authorized expenditures shall be deducted from future payments or refunded to the County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior Price Agreement period excess payments and unrecovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

11. ACCESS TO RECORDS.

A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the Price Agreement services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.

B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this Price Agreement shall be retained for a minimum of three (3) years after the end of the Price Agreement period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

12. REPORTING REQUIREMENTS. Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Price Agreement. Such reports provided by the Contractor shall be supported by documentation in Contractor's possession from third parties to the extent as applicable.

13. INDEMNIFICATION AND INSURANCE.

A. Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Price Agreement. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

B. Contractor shall obtain the insurance required under Section 19 prior to performing under this Price Agreement and shall maintain the required insurance throughout the duration of this Price Agreement and all warranty periods.

C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

14. EARLY TERMINATION. This Price Agreement may be terminated as follows:

A. County and Contractor, by mutual written agreement, may terminate this Price Agreement at any time.

B. County in its sole discretion may terminate this Price Agreement for any reason on 30 days written notice to Contractor.

C. Either County or Contractor may terminate this Price Agreement in the event of a breach of the Price Agreement by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Price Agreement at any time thereafter by giving a written notice of termination.

D. Notwithstanding section 14C, County may terminate this Price Agreement immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Price Agreement.

15. INDEPENDENT CONTRACTOR.

A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this Price Agreement, and maintains the appropriate license/certifications, if required under Oregon Law. This Price Agreement shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this Price Agreement. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to Price Agreement with other parties for the duration of the Price Agreement.

B. SUBCONTRACTING/NONASSIGNMENT. No portion of the Price Agreement may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

16. GOVERNING LAW AND VENUE. This Price Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Price Agreement shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

17. OWNERSHIP AND USE OF DOCUMENTS. All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of the County. All material prepared by Contractor under this Price Agreement may be subject to Oregon's Public Records Laws.

18. NO THIRD PARTY BENEFICIARIES.

A. County and Contractor are the only parties to this Price Agreement and are the only parties entitled to enforce its terms.

B. Nothing in this Price Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Price Agreement and expressly described as intended beneficiaries of this Price Agreement.

19. INSURANCE.

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor’s expense the insurance specified in this section prior to performing under this Price Agreement and shall maintain it in full force and at its own expense throughout the duration of this Price Agreement and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. **COMMERCIAL GENERAL LIABILITY.** Covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Required by County **Not required by County.**

Bodily Injury/Death:

- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager
- \$500,000 Per occurrence limit for any single claimant
- \$1,000,000 Per occurrence limit for multiple claimant

iii. **AUTOMOBILE LIABILITY INSURANCE.** Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Required by County **Not required by County.**

Bodily Injury/Death:

- Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- \$500,000 Per occurrence limit for any single claimant; and
- \$1,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

B. **ADDITIONAL INSURED.** The Commercial General Liability insurance required under this Price Agreement shall include Marion County, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Price Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Price Agreement and shall be grounds for immediate termination of this Price Agreement by County.

D. CERTIFICATE(S) OF INSURANCE. Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Price Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

20. NOTICE. Except as otherwise expressly provided in this Price Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Price Agreement shall be mailed by first class postage delivered to:

To Contractor:
Union Gospel Mission
Jim Hope
P.O. Box 431
Salem, OR 97309
503-363-2805
Cell: 503-477-3711
jhope@ugmsalem.org

To County:
Procurement & Contracts Manager
555 Court Street NE, Suite 5232
P.O. Box 14500
Salem, Oregon 97309

Copy to:
Marion County Sheriff's Office
Camille Brignon
P.O. Box 14500
Salem, OR 97309
503-589-3261
cbrignon@co.marion.or.us

21. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Price Agreement, except for the rights and obligations set forth in sections 2, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 21 and 22.

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

23. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to the County that:

A. Contractor has the power and authority to enter into and perform this Price Agreement.

B. This Price Agreement, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.

C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Price Agreement, faithfully has complied with:

- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
- iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

24. AGREEMENT DOCUMENTS; ORDER OF PRECEDENCE: The Price Agreement consists of the Price Agreement and the attached Exhibits. In the event of a conflict, the order of precedence is as follows

- A. Price Agreement, less its exhibits
- B. Exhibit A: Marion County Sheriff's Office Subsidy Form

25. CERTIFICATIONS AND SIGNATURE. THIS PRICE AGREEMENT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Price Agreement and to execute this Price Agreement on behalf of Contractor.

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature:  7.30.2021
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

UNION GOSPEL MISSION OF SALEM, OR SIGNATURE

Authorized Signature: _____ Date

Title: _____

Exhibit A

MARION COUNTY SHERIFFS OFFICE
SUBSIDY HOUSING FORM

SECTION 1:

CLIENT NAME:	SID:
RELEASE DATE:	CASE TYPE:

I hereby request release subsidy assistance and certify that, to the best of my knowledge, no other personal or public resource exists to meet this need.

STAFF ACKNOWLEDGMENT:

STAFF NAME (print)

SECTION 2:

CLIENT NEED: HOUSING

AMOUNT NEEDED:	DATE NEEDED:	NAME OF VENDOR:
<input type="checkbox"/> 30-DAY SUBSIDY		
<input type="checkbox"/> OTHER _____		

SECTION 3:

REPLY: APPROVED
 NOT APPROVED

SUPERVISOR SIGNATURE

DATE

AMOUNT APPROVED: \$ _____
COMMENTS:

<input type="checkbox"/> State Release Subsidy Fund # Service # Project # Account #525335	<input type="checkbox"/> Local Subsidy Fund # Service # Project # Account #525335	<input type="checkbox"/> Other Subsidy Fund # Service # Project # Account #525335
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SECTION 4: STATEMENT OF PROVIDER

PROVIDER/VENDOR: _____
ADDRESS: _____

PHONE #: _____ TAX ID# (If Applicable)
DATE SERVICE PROVIDED: FROM: _____ TO: _____
AMOUNT DUE: _____

PROVIDER ACKNOWLEDGMENT: **SIGNATURE:** _____

PRINT NAME: _____

BILLING INFORMATION: Return this form to the Marion County Sheriff's Office, Community Corrections Division, 3610 Aumsville HWY SE, Salem, OR 97317.

REQUEST FOR AUTHORIZATION OF CONTRACT

Date: 7/28/2021

To: Chief Administrative Officer

Cc: Contract File

From: Camille Brignon

Subject: Retroactive

The Marion County Sheriff's Office is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with the Union Gospel Mission, a housing provider for Community Corrections clients that are transitioning back into the community, with an estimated value of \$140,000.00 and will be effective retroactive to July 1, 2021 upon approval.

As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:

On June 9, 2021 the Marion County Board of Commissioners signed Board Order No. 21-048 approving the special procurement for transitional housing stipends for Marion County Community Corrections clients releasing to Marion County without a proposed residence. Historically, provider agreements for the subsidized housing have been by Purchase Order. The traditional process was reviewed and it was determined that it would be in the best interest of the County to enter into price agreements with each housing provider effective July 1, 2021. Many clients residing in transitional housing in June stayed through July with dates crossing over the fiscal year.

As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future:

Due to the condensed time frame there was not enough time to compose, review and execute price agreements with each individual housing provider prior to July 1.

Submitted by:



Camille Brignon, Contract Specialist
Operations Division

Acknowledged by:



Department Head