

MEMORANDUM OF AGREEMENT

Hope Village at the Bay Project

Award Number 7289-1

This Memorandum of Agreement (MOA), entered between the Coquille Indian Housing Authority (“CIHA”), the Coos County Coordinated Homeless Response Office (“CHRO”), and The Salvation Army (“TSA”), collectively, the “Parties,” is for the purpose of defining the roles and responsibilities of CIHA, CHRO, and TSA in cooperating under the Tribal Grant Agreement between CIHA and Oregon Housing and Community Services (“OHCS”), attached hereto and incorporated herein as Exhibit A, for the By and for Initiative, Native American Tribes of Oregon Grant No. 7289 (“Grant”), as amended, attached as Exhibit A and incorporated into this MOA as if fully set forth herein. The purpose of the grant is to redesign and modernize the homeless delivery services system to serve all Oregonians by leading with equity and racial justice.

Effective April 4, 2022, OHCS awarded \$736,128 to CIHA, of which \$678,236 is subgranted to TSA for execution of the Hope Village at the Bay (“HVB”) project. As a subrecipient of the Grant under this MOA, TSA is responsible for investigating and ensuring its compliance with the requirements of the Grant, including but not limited to, all referenced laws, policies, regulations, and provisions in the Tribal Grant Agreement, and the By and For Initiative, Native American Tribes of Oregon: Program Guidance (“Program Guidance”). CHRO will administer this subgrant to TSA and is also responsible for investigating and ensuring TSA’s compliance with the requirements of the Grant, including but not limited to, all referenced laws, policies, regulations, and provisions in the Tribal Grant Agreement, and the Program Guidance Manual, attached hereto and incorporated herein as Exhibit C.

CIHA, TSA, and CHRO shall comply with all state and federal laws, statutes, and regulations including but not limited to those specifically referenced in the Grant and all related exhibits. TSA agrees not to use the Grant for any unlawful purpose.

No provision of this MOA will subject the Parties to otherwise inapplicable laws.

I. AUTHORITY

CIHA is authorized to enter into this MOA pursuant to Coquille Indian Tribal Code Chapter 130 Housing Authority. TSA is authorized to enter into this MOA through the authority granted to their Board of Directors under Oregon Revised Statutes Chapter 65 Nonprofit Corporations. CHRO is authorized to enter into this MOA pursuant to _____.

II. TERM

This MOA will be effective as of the last date set forth in the signature blocks herein and will terminate on June 30, 2025, or when funds have been fully expended, whichever occurs first, unless terminated earlier pursuant to Section III herein. This MOA may be renewed or extended on terms agreeable to the Parties upon the mutual written consent of the Parties.

III. TERMINATION

- A. CIHA may terminate this MOA in whole or in part, for CIHA's convenience or the failure of the TSA or CHRO to fulfill the MOA obligations (default). CIHA shall terminate the MOA by delivering to TSA and CHRO a written notice of termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, TSA and CHRO shall: (i) immediately discontinue all services affected (unless the notice of termination directs otherwise); and (ii) deliver to CIHA all information, reports, papers, and other materials accumulated or generated in performing this MOA, whether completed or in process.
- B. CIHA may withhold from disbursements of Grant due to TSA, or TSA must return to CIHA within 30 days of CIHA's written demand:
 1. Any Grant paid to TSA under this MOA that exceed the amount to which TSA is entitled;
 2. Any Grant received by TSA that remain unexpended at the end of the Term;
or
 3. Any Grant determined by CIHA to be spent for purposes other than allowable Grant Activities.

IV. AMENDMENTS

Amendments to this MOA must be mutually agreed upon in writing and signed by the Parties.

V. STATEMENT OF WORK

The Parties will each perform the following duties:

- A. CIHA, as the grant recipient, is responsible for:
 1. Reimbursing TSA for allowable expenditures.

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2. Submitting or authorizing submission of all reporting to OHCS.
- B. CHRO, as the subgrant administrator, is responsible for:
1. Administering the subgrant.
 2. Monitoring subgrantee compliance and performance.
 3. Preparing all reporting to OHCS in compliance with OHCS grant reporting requirements.
 4. Assisting TSA with preparation and timely submission of invoices for reimbursement of allowable costs to CIHA under this MOA.
- C. TSA, as the grant subrecipient, is responsible for:
1. Executing and completing the HVB project and the Scope of Work (“Scope of Work”), attached hereto and incorporated herein as Exhibit B.
 2. Performing all Scope of Work and Grant Activities (as defined in the Tribal Grant Agreement) in accordance with the terms of the Tribal Grant Agreement, including but not limited to the Program Guidance.
 3. Administering the Grant Activities in compliance with the Program Requirements (as defined in the Tribal Grant Agreement), including but not limited to the following conditions:
 - a) Expending no more than the amount of the Grant authorized under the Tribal Grant Agreement, including the approved budget in Part III of Exhibit A of the Tribal Grant Agreement; and
 - b) Utilizing the Grant to address the specific needs of various homeless subpopulations. The Grant must be expended as outlined and approved by OHCS in the approved budget in Part III of Exhibit A of the Tribal Grant Agreement (or as revised with OHCS approval in accordance with Part III of Exhibit A of the Tribal Grant Agreement).
 4. Complying with any requests for information from CHRO and/or CIHA to complete necessary grant reporting requirements.

5. Preparation and timely submission of invoices for reimbursement of allowable costs to CHRO under this MOA.
6. Building and providing transitional housing and related services anticipated by this agreement, to the greatest extent permissible, with a preference for:
 - a) Enrolled Coquille Tribal Members or spouses.
 - b) Enrolled members of a federally recognized Indian Tribe.
 - c) Alaska Natives or American Indians.

VI. BUDGET AND ALLOWABLE COSTS

Total funding allocated to TSA under this MOA shall not exceed \$678,236 to execute the Scope of Work described in Exhibit B. CHRO services shall be provided to CIHA and TSA at no cost. TSA's indirect or administrative costs incurred in carrying out the Scope of Work shall not exceed \$61,200, which amount is included in the \$678,236.

VII. PAYMENT, REPORTING, MONITORING, AND RECORDS MAINTENANCE

- A. CIHA shall provide an initial pass-through payment of 25% of the funding amount. Subsequent payments will be sent to TSA after receipt of a detailed expense report outlining expenditures from the previous month. TSA shall submit each monthly expense report outlining allowable costs and expenditures under this MOA to the CIHA contact specified in paragraph VII of this MOA no later than the 15th of the month following each calendar month. Funding may only be used for allowable costs and expenditures as specifically outlined in the Grant and this MOA. Expense reports shall specify the time period expenses were incurred and breakout expenditures by approved budget category. TSA's expenses should be supported by copies of competitive quotes received and vendor invoices where applicable. CIHA shall make subsequent quarterly payments within fifteen (15) days after the expiration of each month and receipt of each monthly expense report, provided that CIHA may withhold payment pending submission and acceptance of any required expense reports or data that are delinquent or incomplete. Accelerated payments may be provided upon submission of a written request and mutual agreement of TSA, CHRO, and CIHA. CIHA must receive the final expense report under this MOA no later than July 15, 2025.

- B. TSA shall provide CHRO, and CHRO shall provide to OHCS, any information or detail regarding the expenditure of Grant required under Exhibit A of the Tribal Grant Agreement (Grant Activities) and the Program Guidance prior to disbursement or as OHCS may otherwise request.
- C. TSA shall provide CHRO, and CHRO shall provide to OHCS, all documentation satisfactory to OHCS, including but not limited to: properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and/or any other accounting documents pertaining in whole or in part to the Tribal Grant Agreement or this MOA in accordance with generally accepted accounting principles and applicable state and federal requirements, including as specified herein. OHCS may require such other information or clarification as it deems necessary or appropriate in its sole discretion.
- D. TSA and all of TSA's vendors, contractors, agents, and assigns will comply with the compliance and monitoring terms required by the Tribal Grant Agreement, including all applicable program requirements and the monitoring requirements laid out in Section 11 of the Tribal Grant Agreement.
- E. TSA shall assure that data collection and reporting, which includes personally identifiable information, be conducted through the use of OHCS-approved systems.
- F. TSA and CHRO must maintain all financial records relating to this MOA in accordance with generally accepted accounting principles. In addition, TSA and CHRO must maintain any other records, whether in paper, electronic or other form, pertinent to this MOA in such a manner as to clearly document TSA and CHRO's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this MOA, are collectively referred to as "Records." TSA and CHRO acknowledge and agree that CIHA, OHCS, and the Oregon Secretary of State's Office, and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. TSA and CHRO must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this MOA, or until the conclusion of any audit, controversy, or litigation arising out of or related to this MOA, whichever date is later

VIII. ADMINISTRATION

The individuals listed below will administer this MOA on behalf of each party. Any questions or concerns regarding any aspect of this MOA should be directed to these individuals or their delegate(s).

- A. Coquille Indian Housing Authority
Lyman Meade, Deputy Director
2678 Mexeye Loop
Coos Bay, OR 97420
(541) 888-6501
lymanmeade@coquilleiha.org

- B. Coos County Coordinated Homeless Response Office
Erik Schirmer, Project Manager
Newmark Center
2110 Newmark Ave. Suite 220
Coos Bay, OR 97420
541-294-8602
eschirmer@co.coos.or.us

- C. The Salvation Army
Major David Kauffman, Executive Director
P.O. Box 3537
1155 Flanagan Avenue
Coos Bay, OR 97420
(541) 888-5202
david.kauffman@usw.salvationarmy.org

IX. PROPERTY

- A. If the Grant Activities include the acquisition, construction, remodel, or repair of real property or improvements to real property, TSA may not sell, transfer, encumber, lease or otherwise dispose of any real property or improvements to real property paid for with the Grant except as provided in the Program Guidance.

- B. TSA shall maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Code of Federal Regulations, 2 CFR Subtitle B with guidance at 2 CFR Part 200. These regulations

must apply to all equipment purchased with the Grant, regardless of source of funds. The following practices are in addition to those otherwise required:

1. Equipment. The title to all equipment as defined in 2 CFR Part 200, purchased in whole or in part with the Grant, must rest with TSA. Property and equipment purchased with the Grant must not be used for collateral or to secure financing.
2. Insurance. TSA must, at a minimum, provide the insurance coverage required by Oregon Revised Statutes, as amended from time to time, for automobiles and/or equipment registration through Oregon Department of Transportation, Department of Motor Vehicles, that has been acquired in whole or in part with funds provided under the Tribal Grant Agreement owned by TSA with OHCS named as an additional insured party in all such motor vehicles and/or equipment.
3. Loaned Equipment/Property Disposition. All fixed assets owned by OHCS and loaned to TSA through CIHA under a standard agreement will remain the property of the OHCS, regardless of their value. The disposition of all loaned equipment must be readily available.
4. Disposal Requiring Prior Approval. When TSA, or any of its subcontractors, wishes to dispose of equipment purchased using funds under the Tribal Grant Agreement, having an original cost of more than \$5,000, and which has a current pre-unit, fair-market value of more than \$5,000, TSA must submit a written notification to CHRO. If OHCS consents, OHCS will provide instructions regarding the method of disposition. OHCS reserves the right to refuse to consent to such disposal and the right to object to the timing of each disposition. Such disposition, if permitted, must be done in a manner consistent with the property management standards for equipment of the OHCS from which the original funding was received. In the case of mixed funding sources, the most restrictive standards must apply. Items of equipment with a current per-unit, fair-market value of \$5,000 or less may be retained, sold, or otherwise disposed of upon written notification to the appropriate OHCS's Program Coordinator with a copy to the OHCS's Financial Compliance Monitor with no further obligation. OHCS's Program Coordinator must be notified of all title transfers, sales, and other methods of disposition. OHCS may review disposition records upon notification of TSA.

5. Federal Regulations. Grantee acknowledges and agrees that Grantee will comply with any federal regulations referred to in Section 10 of the Tribal Grant Agreement, as they may be amended from time to time, to the same extent that such regulations would apply to TSA if the Grant consisted of federal funds, notwithstanding that the Grant does not consist of federal funds.

X. MISCELLANEOUS TERMS

- A. TSA and CHRO grant to OHCS the right to reproduce, use, display, adapt, modify, distribute, and promote, in any form, and disclose, as allowed by law, any or all the information or data furnished to or received by OHCS directly or indirectly resulting from the Tribal Grant Agreement. TSA and CHRO shall use client release forms and privacy policy forms (on templates to be provided by OHCS) in connection with obtaining and transmitting client data.
- B. TSA and CHRO agree that all materials, information, software, products, and services included in or available through the OPUS (a web-based application developed by OHCS), Homeless Management Information System (HMIS), or other OHCS-approved systems, as applicable (collectively, the “Sites”) are provided “as is” and “as available” for use.
- C. TSA and CHRO, and any of their contractors, or subcontractors, who are exposed to or acquire Confidential Information shall treat and maintain such information in the same manner as is required of CIHA under Section 12 of the Tribal Grant Agreement, as applicable.
- D. TSA and CHRO, and any of their contractors and subcontractors that employ subject workers who provide services in the State of Oregon complies with ORS 656.017 and provides Workers’ Compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126.
- E. Prevailing Wage Requirements. The prevailing wage rate requirements that may apply to the Grant Activities are set forth in ORS 279C.800 through 279C.870, and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, “PWR”). TSA and CHRO, and any of their contractors and subcontractors must comply specifically with the following as applicable: (i) Including the required specifications in contracts for public works (ii) Payment of the applicable PWR rates; and (iii) Covenanting to not contract with any contractor

on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts.

- F. Pursuant to ORS 279C.817, TSA and CHRO, and any of their contractors, or subcontractors may request that the Commissioner of BOLI make a determination about whether any of the projects included in the Grant Activities constitute a public works on which payment of the prevailing rate of wage is required under ORS 279C.840. These laws, rules, regulations, and orders are incorporated by reference in this MOA to the extent required by law.

XI. NON-DISCRIMINATION

- A. CIHA, TSA, and CHRO shall comply with any applicable statutorily imposed nondiscrimination requirements in carrying out this MOA, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86) and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107); see Executive Order 13279 (equal protection of the laws for faith-based and community organizations).
- B. Tribal and Indian Preference. Notwithstanding the foregoing paragraph, nothing in this MOA prevents CIHA or TSA from giving preference to Coquille Tribal members and other Indians if done so in accordance with applicable law.

XII. INDEMNIFICATION

- A. No party shall be responsible for the acts of another party's employees, officers, or representatives. Subject to the other provisions of this MOA and to the extent permitted under Article XI Sec. 10 of the Oregon Constitution and the Oregon Tort Claims Act [ORS 30.260 et. seq.], the Parties will indemnify one another for any claim, loss, suit, or action resulting from or arising out of the negligent or willful misconduct of their employees.
- B. TSA and CHRO agree to defend (subject to ORS CHAPTER 180), indemnify (consistent with ORS Chapter 180), and hold harmless OHCS and its employees, contractors, officers, and directors from all liabilities, claims, and expenses,

including but not limited to attorney fees, that arise from use or misuse of the Sites or the Content, as defined in the Tribal Grant Agreement.

XIII. NOTICE

All notices, requests, and other communications hereunder shall be deemed given if delivered personally, by registered or certified mail, email, or by fax transmissions sent to the proper recipients. Notice shall be provided to the person designated in Section VII, Administration.

XIV. DISPUTE RESOLUTION

The Parties will make diligent, good faith efforts to resolve disputes either through informal negotiations or mediation. Mediation will be conducted by a mediator selected mutually by the Parties, and mediation costs will be shared equally by all Parties to the dispute. In the event that the Parties are unable to resolve the issue through Mediation, the Coquille Tribal Court shall exclusively hear all disputes arising out of or relating to this MOA.

XV. SEVERABILITY

In the event any provision of this MOA or the application thereof to any circumstance shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be construed to be limited or reduced so as to be enforceable to the maximum extent allowed by applicable law as it shall then be in force, and if such construction shall not be feasible, then such provision shall be deemed to be deleted herefrom in any action before that court, and all other provisions of this MOA shall remain in full force and effect.

XVI. REMEDIES

In the event that a Party is in default of this MOA, the non-defaulting Party may, at its option, pursue any or all of the remedies available to it under this MOA and at law or in equity. All rights and remedies of the Parties are separate and cumulative, and no one of them, whether exercised or not, shall be deemed to be to the exclusion of or to limit or prejudice any other legal or equitable rights or remedies which the Parties may have. The Parties shall not be deemed to waive any of their rights or remedies under this Contract unless such waiver is in writing and signed by the Party to be bound. No delay or omission on the part of either Party in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

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XVII. APPROVAL

The Salvation Army

Major David Kauffman, Executive Director

Date

Coos County Coordinated Homeless Response Office

Nichole Rutherford, Board Chair

Date

Coquille Indian Housing Authority

Anne F. Cook, Executive Director

Date

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EXHIBITS

- Exhibit A: OHCS-CIHA BAFI-NATO Tribal Grant Agreement
- Exhibit B: Hope Village at the Bay Scope of Work and Budget
- Exhibit C: OHCS BAFI-NATO Program Guidance Manual