

Signed May 2.12

**AN ARPA PROJECT MEMORANDUM OF UNDERSTANDING
AND AGREEMENT BETWEEN CITY OF NEWBERG & COMMUNITY WELLNESS
COLLECTIVE FOR HARVEST HOUSE**

This Memorandum of Understanding (this "MOU") dated April 1, 2022, is between the City of Newberg, an Oregon municipal corporation (the "City") and Community Wellness Collective, a 501(c) 3 corporation (the "Subrecipient").

WHEREAS, on March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021 ("ARPA"); and

WHEREAS, on May 10, 2021, the United States Department of the Treasury (the "Treasury") published guidance regarding the allowable usage of the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to be disseminated to local governments in accordance with ARPA; and

WHEREAS, Section 603(b) of the Social Security Act (the "Act"), as added by Section 9901 of ARPA, authorizes the Treasury to allocate and make payments to certain cities and other local governments; and

WHEREAS the City signed and certified a separate agreement with the Treasury, as a condition of receiving SLFRF dollars from the Treasury, that provides for the payment of approximately \$5,300,000 to the City (the "Funding"); and

WHEREAS, Subrecipient submitted a written proposal to the City to use \$350,000 from the Funding (the "Award") to perform the Project described in **Exhibit A** (the "Project"); and

WHEREAS, the City and Subrecipient desire to enter into this MOU to establish the responsibilities of the City and Subrecipient.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

A. Subrecipient Performance. Subrecipient understands and agrees that the funds disbursed under this Award must be used in compliance with Section 603(c) of the Act and the Treasury's regulations implementing that section and guidance. Subrecipient certifies that it will carry out the activities listed in Section 603(c) of the Act and also agrees to use the Award as specified in its ARPA budget committee proposal, which is attached as **Exhibit B** to this MOU.

B. Performance Capabilities. Subrecipient will determine prior to using any portion of the Award that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Subrecipient will finance the Project consistent with the financial breakdown attached as **Exhibit C**.

C. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2024. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

D. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to submit progress reports quarterly to the City. These reports will cover the financial and operational progress of the Project and must be sent to the City on the following dates:

January 1, April 1, July 1, and October 1.

This reporting will continue until both parties agree in writing that the project has been completed, and all deliverables have been submitted.

E. Maintenance of Records. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with Section 603(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to the Treasury, whichever is later.

F. Access to Records. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have a right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

G. Evolution of Guidance. The City may request additional information from Subrecipient, as needed, to meet any additional guidelines regarding the use of the Funding, which may be established by the Treasury during the scope of this MOU.

H. Compliance with Applicable Law and Regulations.

i. Subrecipient agrees to comply with the requirements of Section 603 of the Act, regulations adopted by the Treasury pursuant to Section 603(f) of the Act, and guidance issued by the Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall ensure such compliance by other parties in any agreements it enters into with other parties relating to this Award.

ii. Subrecipients of federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of federal funds. Those requirements include ensuring that entities receiving federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.); Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.); Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

iii. Subrecipient will repay to City amounts of the Award spent in violation of any applicable laws or regulations as determined by the Treasury.

I. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal ARPA funds awarded to the City of Newberg by the U.S. Department of the Treasury."

J. Disclaimer and Indemnity. The City expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other agreement, or subcontractor operating under this Award. Subrecipient agrees to defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation attorney fees, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of Subrecipient, or its officers, directors, employees, or agents relating to

Subrecipient's performance or failure to perform in accordance with this MOU. This section shall survive the expiration or termination of this MOU.

K. Party Relationship. The acceptance of this Award by Subrecipient does not in any way establish an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the City and Subrecipient.

L. Equipment and Real Property. Subrecipient understands and agrees that any purchase of equipment or real property must be consistent with the Uniform Guidance at 2 CFR, Part 200, Subpart D. Equipment and real property acquired under this Agreement must be used for the original authorized purpose. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

M. Participation. Subrecipient shall cooperate in any enforcement or compliance review activities by the City or the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

N. Deliverables. Subrecipient agrees to submit the deliverables on the listed delivery schedule attached as **Exhibit D** to demonstrate that the Project is progressing or has been completed in good faith.

O. Return of Award. Subrecipient will repay to the City all funds awarded if the Project is not complete by **December 31, 2024**, as the Secretary of the Treasury has the power to require repayment under the terms of Section 603(e) of the Act.

P. Non-Waiver. No failure on the part of the City to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the City of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the City at law or in equity.

Q. Binding Effect. This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

R. No Assignment. Subrecipient shall not assign or transfer any of its interests in or obligations under this MOU without the prior written consent of the City.

S. No False Statements or Claims. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, disbarment from participating in federal awards, and/or any other remedy available by law.

T. Notices. Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner. Notice may also be provided by electronic mail.

CITY

City of Newberg
414 E. First Street
Newberg, Oregon 97132
Attn: Will Worthey CM P/T
Email: will.worthey@newbergoregon.gov

SUBRECIPIENT

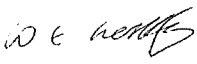
Community Wellness Collective
23485 NE Dillon Rd
Newberg OR 97132
Attn: Kristen Stoller

U. Counterparts. This MOU may be executed in one or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

V. Signature Authority. Each party signing below represents and warrants to the other party, that they have the full power and authority to execute this MOU on behalf of the party for whom they sign.

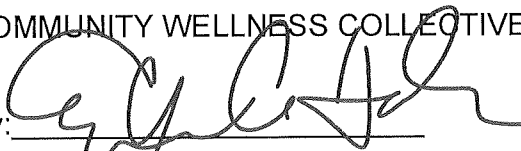
CITY

CITY OF NEWBERG

By: 
Name: Will Worthey
Title: City Manager, Pro Tem

SUBRECIPIENT

COMMUNITY WELLNESS COLLECTIVE

By: 
Name: Elise Yarnell
Title: President

Date: 4/1/22

EXHIBIT A

PROJECT DESCRIPTION

Subrecipient will operate the Project and be responsible for the following operational elements:

Project Budget: \$350,000

Item	Cost	EC Assigned	Comments
Continuation of current staffing and expansion to case management services	\$250,000	1.1, 1.2, 1.10, 1.11, 2.10, 3.10, 3.11, 3.12	Current funding ends June 30, 2022
ADU: Expansion to support single moms with kids and domestic violence victims	\$75,000	2.10, 3.10, 3.11	Partnership with local foundation
Shelter car	\$10,000	2.10, 3.13	Transportation to job interviews, medical appointments
Training and Education:	\$5,000	1.10, 2.10, 3.16	Peer support certification for staff and de-escalation training
Prescription fund	\$10,000	2.10, 3.13	Bridging guests until OHP approval letter

EXHIBIT B

ARPA BUDGET COMMITTEE PROPOSAL

PROJECT:

NEWBERG HARVEST HOUSE: STABILIZING SHELTER FOR THE HOUSELESS

JUSTIFICATION:

COVID-19 has placed significant strain on our community's already spread thin resources for housing support. This has led to even more displaced Newberg community members including single moms, families, and medically fragile individuals.

Newberg Emergency Shelter formally joined Community Wellness Collective as a housing support subcommittee in January 2021 in effort to provide additional financial and resourcing support for our community members struggling with housing placement. In January 2021, YCAP, Community Wellness Collective and the Newberg Emergency Shelter created a formal partnership and contract to repurpose YCAP Harvest House at 615 N College St, to act as the city's first low-barrier shelter, welcome to any community member.

At opening, Newberg Emergency Shelter had been 100% volunteer run, aiming to be open any night under 32 degrees from 8pm-8am. Since then, in partnership with YCAP funding, Newberg Harvest House has 5 part-time staff. Because of this, the shelter has been able to remain open Thursday-Tuesday nights, 8pm-8am, and additional days/nights during inclement weather, while maintaining COVID-19 safety precautions. **Most nights, the shelter is at or near capacity of 22 people staying in the home overnight.** Five part-time employees have brought stability to the shifts, requiring less volunteers to run the shelter. We have also been able to expand to support medical and mental health visits onsite at the shelter 1 night per week in partnership with Providence Medical Group. This has allowed our shelter guests to feel cared for and committed to in an entirely new way and has fostered personal goals in guests that may not have previously been had.

Newberg Harvest House currently supports:

- Dinner and breakfast
- Showers
- Laundry
- Job search
- Medical, mental health, substance use disorder visits
- COVID-19 testing and vaccination
- OHP application submission
- Motel vouchers for medically fragile and COVID-19 cases

Goals for 2022 are:

- Provide 7-day week nightly stays
- Open during the day during inclement weather
- Continue to provide services onsite
- Staff and volunteer de-escalation and trauma informed training
- Expand peer support groups
- Enhanced support in job search
- Transportation to appointments
- Case management of long-term hotel guests
- Submission to coordinated entry for long-term housing placement
- ADU extension to property for single moms with kids and domestic violence victims (in partnership with local foundation)

Supporting of this project would allow the shelter to continue current programming, staffing, and expansion of above goals through July 2023.

Project Budget: \$350,000

Item	Cost	EC Assigned	Comments
Continuation of current staffing and expansion to case management services	\$250,000	1.1, 1.2, 1.10, 1.11, 2.10, 3.10, 3.11, 3.12	Current funding ends June 30, 2022
ADU: Expansion to support single moms with kids and domestic violence victims	\$75,000	2.10, 3.10, 3.11	Partnership with local foundation
Shelter car	\$10,000	2.10, 3.13	Transportation to job interviews, medical appointments
Training and Education:	\$5,000	1.10, 2.10, 3.16	Peer support certification for staff and de-escalation training
Prescription fund	\$10,000	2.10, 3.13	Bridging guests until OHP approval letter

PROJECT SUSTAINABILITY:

Many organizations in our county and state support long term housing placement and options, but very few resources exist to support temporary relief to individuals and families in need of immediate shelter. Newberg Harvest House is currently the only low-barrier shelter, aiming to be open to all community members 365 days a year, with onsite medical, mental health, and social support present.

In the short time of being open, just over a year, we have gained relationships with community members that have a variety of life situations, but all commonality in simply needing love, compassion, and safety to rest with zero judgment of their situation. Providing shelter and resourcing allows a person the dignity to have space to create goals for their medical, mental, financial, and spiritual health.

As our community comes out of the COVID-19 pandemic, immediate shelter options will be crucial for our families, youth, and individual community members to find relief and rebuild pieces of their lives that have been displaced. Community Wellness Collective and Newberg Harvest House is committed to our community's houseless population and hopes to provide respite and hope to those community members in need.

ARPA EXPENDITURE CATEGORIES (EC):

1.1, 1.2, 1.10, 1.11, 2.10, 3.10, 3.11, 3.12, 3.13, 3.16 (see description designation in budget above)

EXHIBIT C

FINANCIAL BREAKDOWN

The total payment sum of \$350,000 will be issued directly to the Subrecipient. The disbursement of these funds will follow the listed schedule below in line with the listed deliverables:

Item	Total and method
Continuation of current staffing and expansion to case management services	\$250,000: The city will disburse a quarterly amount equal to a payroll report that will be delivered quarterly. The city will start with an immediate disbursement for January, February, and March 2022 as soon as the first report is received. The city will continue to disburse funds until the total of \$250,000 is met. See deliverables appendix D.
ADU: Expansion to support single moms with kids and domestic violence victims	\$75,000: As soon as planning approval is received and the required permits have been issued the city will disburse the entire amount in one lump sum. See deliverables appendix D.
Shelter car	\$10,000: The city is prepared to disburse these funds immediately. See deliverables appendix D.
Training and Education:	\$5,000: The city is prepared to disburse these funds immediately. See deliverables appendix D.
Prescription fund	\$10,000: The city is prepared to disburse these funds immediately. See deliverables appendix D.

EXHIBIT D

SCHEDULE OF DELIVERABLES

Item	Total and method
Continuation of current staffing and expansion to case management services	\$250,000: The city must receive a payroll report quarterly and will disburse funds with each report. The due dates for these deliverables will be: January 1, April 1, July 1, and October 1.
ADU: Expansion to support single moms with kids and domestic violence victims	\$75,000: The city required evidence of planning approval and the relevant permits. After construction the city requires an opportunity to visit the site to see the improvements to document them for the federal government.
Shelter car	\$10,000: The city requires proof of purchase for the vehicle listing expenses equal to or greater than \$10,000. The city would also like a picture of the vehicle to show the federal government.
Training and Education:	\$5,000: The city requires a copy of the curriculum and cost estimate breakdown as a onetime deliverable. The due date for this deliverable will be July 1 2022.
Prescription fund	\$10,000: The city requires a quarterly report listing expenditures. The due dates for these deliverables will be: January 1, April 1, July 1, and October 1.