

Contract Review Sheet

Memorandum of Understanding

SO-6014-24

Title: Salem Navigation Center

Contractor's Name: Mid-Willamette Valley Community Action Agency, Inc.

Department: Sheriff's Office Contact: Kristy Witherell

Analyst: Sabrina Hay Phone #: (503) 566-3974

Term - Date From: Upon Signatures Expires: When Terminated

Original Contract Amount: \$ - Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ - Amd% 0%

No Funds Exchanged ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: Not Applicable (Incoming Funds) Department

Description of Services or Grant Award

The purpose of this Memorandum of Understanding (MOU) is to document the shared goal of the Agency and the County to help shelter people experiencing a non-emergency crisis at the Salem Navigation Center. Mid-Willamette Valley Community Action Agency and the Sheriff's Office will collaborate in providing more comprehensive services and increase access to behavioral health and counseling onsite for clients. This MOU is a perpetual agreement until either party decides to terminate the MOU.

Desired BOC Session Date: 6/11/2025 Contract should be in DocuSign by: 5/21/2025

Agenda Planning Date 5/29/2025 Printed packets due in Finance: 5/27/2025

Management Update 5/27/2025 BOC upload / Board Session email: 5/28/2025

BOC Session Presenter(s) Sheriff Hunter & Commander Bernards Code: Y

REQUIRED APPROVALS

Finance - Contracts \_\_\_\_\_ Date \_\_\_\_\_ Contract Specialist \_\_\_\_\_ Date \_\_\_\_\_

Legal Counsel \_\_\_\_\_ Date \_\_\_\_\_ Chief Administrative Officer \_\_\_\_\_ Date \_\_\_\_\_



MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

Meeting date: Wednesday, June 11, 2025Department: Sheriff's OfficeTitle: Approval of MOU with MWVCAA for use of Navigation CenterManagement Update/Work Session Date: Tuesday, May 27, 2025Audio/Visual aids ☐Time Required: 5 minutesContact: Kristy WitherellPhone: x4402

## Requested Action:

Staff is requesting approval of a Memorandum of Understanding (MOU) with Mid-Willamette Valley Community Action Agency (MWVCAA) for the use of the Salem Navigation Center for transitional shelter beds and wraparound services for Law Enforcement Assisted Diversion (LEAD) clients.

## Issue, Description &amp; Background:

Marion County invested \$3,000,000.00 in ARPA dollars towards the Salem Navigation Center in 2022 and the facility opened its doors in May 2023. The intention of the Navigation Center is to provide temporary transitional shelter to those in critical need. The Navigation Center will provide meals, mental health services, housing assistance, and help with completing paperwork or any required documents needed. MWVCAA has agreed to make available up to 15 LEAD beds for all law enforcement jurisdictions. This MOU is perpetual until either party decides to terminate the agreement.

## Financial Impacts:

There is no money tied to this MOU.

## Impacts to Department &amp; External Agencies:

Allows LEAD Navigators to work collaboratively with the Salem Navigation Center to help with wraparound services for LEAD clients.

## List of attachments:

MOU

## Presenter:

Sheriff Hunter & Commander Bernards

## Department Head Signature:

DocuSigned by:

Jay Bergman

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**MEMORANDIUM OF UNDERSTANDING**  
**Between**  
**MARION COUNTY SHERIFF'S OFFICE**  
**and**  
**MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC.**  
**SO-6014-24**

**1. PARTIES TO AGREEMENT**

This Agreement is between Mid-Willamette Valley Community Action Agency, Inc., an Oregon Non-Profit Corporation, hereinafter called Agency, and Marion County, a political subdivision of the state of Oregon, on behalf of the Sheriff's Office, hereinafter called County.

**2. RECITALS**

WHEREAS, Marion County invested \$3,000,000.00 in American Rescue Plan Act (ARPA) dollars towards the Salem Navigation Center located at 1185 22<sup>nd</sup> Street SE, Salem.

WHEREAS, the City of Salem entered into a contractual agreement with Agency stating that ARCHES would provide management of the Navigation Center.

WHEREAS, the Salem Navigation Center is a transitional shelter facility that provides wrap-around services while clients reside in the facility.

**3. PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to document the shared goal of Agency and County to help shelter people at the Salem Navigation Center experiencing a non-emergency crisis. Further, Agency and County shall collaborate in providing more comprehensive services and increase access to behavioral health and counseling onsite for clients. These services are further described in Section 5.

**4. TERM AND TERMINATION**

- 4.1 This MOU shall be effective on the date it has been signed by all parties and will remain in effect until terminated by any of the parties to this MOU.
- 4.2 This MOU may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice in writing and delivered by mail or in person. Any such termination of this MOU shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- 4.3 County may terminate this MOU effective upon delivery of written notice to Agency or at such later date as may be established under any of the following conditions:
  - a. If either party fails to provide services called for in this MOU within the time specified herein or any extension thereof.

- b. If either party fails to perform any of the provisions of this MOU or so fails to pursue the work as to endanger the performance of this MOU in accordance with its terms and after written notice from County, it fails to correct such failure(s) within ten days or such longer period as the County may authorize.

4.4 Any such termination of this MOU shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

## **5. OBLIGATIONS UNDER THE TERMS OF THIS MOU**

### **5.1 CRITERIA FOR ELIGIBLE SALEM NAVIGATION CENTER REFERRALS:**

- a. The Marion County Sheriff's Office (MCSO) Deputy or MCSO Law Enforcement Assisted Diversion (LEAD) Navigator has determined that the individual needs temporary emergency housing based on the person's status as a crime victim.
- b. The individual is seeking or is eligible for other temporary or permanent housing options and the person needs a temporary emergency shelter option to complete paperwork, assessments, or have access to outreach workers to complete the required documentation:
  - (1) Deputies or Navigators need to be mindful that placement in the Salem Navigation Center may cause the individual to be ineligible for an immediate placement at another shelter.
  - (2) Deputies or Navigators should ask questions such as: What shelter are you on a list for, is the approximate placement date estimated to be within the next week, etc. If the individual is due to be placed immediately, the navigation center may not be the suitable option. Eligible individuals cannot currently reside at another Marion County shelter, without permission from Program leadership.
- c. The individual is in vulnerable mental or physical state and urgently needs emergency respite shelter:
  - (1) The individual shall control and regulate their own behavior and not pose a threat or harm to themselves or to others.
  - (2) They must be able to care for themselves by completing activities of daily living, such as independent toileting, and being able to stand up after a fall to the ground.
  - (3) The individual must present with an acute mental health condition or mental health episode or a vulnerable physical state. Vulnerable mental or physical state examples are an individual who recently had a traumatic life event occur (such as a partner/family member/close friend that just passed away) or the individual is experiencing physical symptoms (such as a panic attack, hyper state of vigilance, anxiety) that, when evaluated by the Deputy or Navigator, may be eased by an emergency overnight stay in a safe environment.

- d. The individual is scheduled to be admitted into a treatment bed within 14 days and it is necessary to have a fixed location to transport the individual.
- e. The individual is scheduled for court within 14 days and their appearance is necessary and critical to the criminal case and an emergency bed will assist in locating the individual for court.
- f. Any other situation in which the Deputy or Navigator determines it would be detrimental to the individual if they remain in their current location, so long as the individual meets Navigation Center criteria (e.g., a victim of a crime, waiting on a treatment bed, waiting on a court appearance, etc.).
- g. The individual has been located within the Marion County, Oregon area, is eighteen years of age or older, and may be of any gender identity.
- h. The individual should have an acute need or condition, but not extreme acute needs. For example, an individual who has active suicidal ideation, who is homicidal, or aggressively violent should be pre-screened by the Marion County Psychiatric Care Center before referral to the Navigation Center. An individual with a large open wound, that is bleeding profusely, should be transported to the hospital for stabilization before referral to the Navigation Center. An individual who is in an extreme state of intoxication and needs medical assistance should be taken to the hospital. The Navigation Center is a “wet” facility that shelters and case manages homeless and housing unstable individuals with active drug and alcohol problems, but it is not a medical facility nor sobering center.
- i. The individual shall be willing to limit the items in their personal possession to fit in a space not-to-exceed 78” long x 35” wide x 19” high:
  - (1) If the individual has a pet, the pet shall behave and cannot be aggressive towards others, shall be on a leash, and remain under the owner’s control.
- j. The Salem Navigation Center has the right to deny an individual for any reason, regardless of if the individual meets the above eligibility requirements. There is no guarantee of placement in an emergency law enforcement diversion bed.

## 5.2 PROCESS FOR LAW ENFORCEMENT REFERRALS TO THE NAVIGATION CENTER:

- a. The MCSO Deputy or Navigator will fill out the online referral form, which will automatically produce the phone number for the ARCHES on-call manager. This phone number can be reached 24 hours per day, seven days per week, and during all holidays.
- b. The online referral form lists seven eligible categories. Eligible individuals must present with one of the following seven conditions:
  - (1) A Crime Victim in need of temporary shelter;

- (2) A person engaging with housing provider and/or soon to be housed through a housing provider;
  - (3) Someone with a vulnerable physical or mental state;
  - (4) A person with a pending substance use disorder treatment or program entry within 2 weeks;
  - (5) A person with a pending court date within two weeks;
  - (6) A person that needs emergency temporary shelter in lieu of being cited; or
  - (7) A person who remains in current location would be detrimental to client.
- c. The Deputy or Navigator shall be prepared to share the following with ARCHES Manager:
- (1) Name of the individual seeking shelter.
  - (2) Pertinent demographic information.
  - (3) Criminal history.
  - (4) Known health issues.
  - (5) Needs of the individual.
- d. The Deputy or Navigator shall be prepared to provide transportation for the individual, if needed, to the Navigation Center.
- e. The ARCHES Manager shall promptly consider the request for a shelter stay. The ARCHES Manager shall lodge the individual whenever possible and as quickly as possible. Relatively immediate placements are anticipated as the standard for accepted referrals. If the stay is declined, the Manager shall share a reason with the Deputy or Navigator.
- f. The ARCHES Manager shall keep a log of inquiries from law enforcement, and be prepared to share the inquiries received, requests granted, requests denied, and the reasons for denials, with the designated MCSO contact(s).
- g. The ARCHES Manager shall ensure the Salem Navigation Center is prepared to greet the Deputy and individual once shelter bed access is granted. This shall include the name of the staff person on duty to receive the individual, directions for what to do upon arrival at the center, and any other instructions needed for successful transport.

### **5.3 SERVICES PROVIDED TO INDIVIDUALS RECEIVING LAW ENFORCEMENT ASSISTED DIVERSION BEDS:**

- a. The Navigation Center will make available up to fifteen law enforcement assisted diversion beds inclusive of all law enforcement jurisdictions. Individuals placed in law enforcement assisted diversion beds understand the stay is short-term in comparison to others sheltering at the Navigation Center that were placed through Coordinated Entry.
- b. Services provided for short-term stay include the following:
  - (1) An intake upon arrival regarding behavioral expectations, services available, and a tour of the Salem Navigation Center. Failure to complete the intake and agree to shelter policies and procedures will result in denial.
  - (2) Once enrolled in the diversion bed program, ARCHES staff will meet with the individual and provide information on the shelter. ARCHES does not case manage the diversion bed individuals; referrers (e.g., LEAD) should continue to work with the individual and make referrals as appropriate.
  - (3) Access to laundry and other facility services.
  - (4) Meals.
  - (5) Pets are permitted in alignment with low barrier practices, per pet policy.

## **6. COMPLIANCE WITH APPLICABLE LAWS**

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this MOU. The parties agree that this MOU shall be administered and construed under the laws of the state of Oregon.

## **7. NONDISCRIMINATION**

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules, and regulations in the performance of this MOU.

## **8. HOLD HARMLESS**

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

## **9. INSURANCE**

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

## **10. MERGER CLAUSE**

Parties concur and agree that this MOU constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this MOU shall bind either party unless in writing or signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this MOU. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by their term and conditions.

## **11. NOTICES**

Any notice required to be given to Agency or County under this MOU shall be sufficient if given, in writing, by first class mail or in person as follows:

For Agency:

Mid-Willamette Valley Community Action

Attn: Jimmy Jones

jimmy.jones@mwvcaa.org

For County:

Marion County Sheriff's Office

PO BOX 14500

Salem, OR 97309

SO-Contracts@co.marion.or.us



## 12. SIGNATURES

This MOU and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this MOU to be executed on the date set forth below.

### **MARION COUNTY SIGNATURE BOARD OF COMMISSIONERS:**

	Date
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	Date
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	Date
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Authorized Signature:		Date
	Department Director or Designee	

Authorized Signature:		Date
	Chief Administrative Officer	

Reviewed by Signature:		Date
	Marion County Legal Counsel	

Reviewed by Signature:		Date
	Marion County Contracts & Procurement	

### **MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC. SIGNATURE**

Authorized Signature:		Date
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Title: \_\_\_\_\_