

AGREEMENT  
between  
COMMUNITIES HELPING ADDICTS NEGOTIATE CHANGE  
EFFECTIVELY (C.H.A.N.C.E.)  
and  
Lincoln City Warming Shelter

This Agreement is between Communities Helping Addicts Negotiate Change Effectively, a 501(c)3 organization, hereafter called “C.H.A.N.C.E and Lincoln City Warming Shelter, a 501(c)3 organization, hereafter called ‘LCWS.’”.

1. PURPOSE:

The purpose of this Agreement is to establish the merger of CHANCE and LCWS. This Agreement outlines the acquisition by CHANCE and the responsibilities of both parties. Once finalized, LCWS will become CHANCE Lincoln City

2. C.H.A.N.C.E. will:

- Take over as the fiscal and primary agency.
- Take on all liability and debt. Bank accounts, savings, payroll, etc.
- Take over all utilities, leases and other contractual agreements.
- Offer employment to the two-current staff.
- Look for a new location that can meet the needs of CHANCE / LCWS.
- Maintain current programs and evaluate at 6 months and 1 year.
- Learn and glean information on shelter care, warming shelter , and emergency shelter to maintain the current shelter program. Evaluate at 1 year.
- Offer board membership applications to those who would like to join the board of directors of CHANCE at our Annual Meeting July 28, 2019.
- Through naming, program development or signage, honor Lincoln City Resource Centers name as it is a recognizable name.

3. LCWS will:

- Provide any and all documents to CHANCE.
- Provide information about all grants, funding streams, and accounts so CHANCE may become fiscal agent.
- Will relinquish all rights and claims on any tangible items, real estate, and property.
- Act as a guide to promote activities and programs currently established to develop new programs under the name of CHANCE.

4. EFFECTIVE DATE:

This agreement shall become effective upon the date of the final signature and shall be executed.

5. TERMINATION:

At any time, either party may terminate this agreement before final signature.

6. STATUS OF CONTRACTOR:

C.H.A.N.C.E. will comply with all federal state and local laws (including, but not limited to, statutes, rules, ordinances, regulations, and other lawful authority) applicable to its services under this Agreement, including without limitation: federal and state civil rights, disability and rehabilitation laws.

7. NONDISCRIMINATION:

Both parties shall comply with all applicable federal, state and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, sexual orientation, gender identity or source of income.

8. INSURANCE:

C.H.A.N.C.E. shall maintain professional and personal liability insurance, including auto, in amounts not less than the current minimums of the Oregon Tort Claims Act in full force. C.H.A.N.C.E. shall maintain this coverage, and tail coverage if necessary, for claims arising during the term of this Agreement and all applicable statutes of limitations. C.H.A.N.C.E. shall provide County with Certificates of Insurance evidencing the required insurance coverage, before starting services.

9. CONFIDENTIALITY:

C.H.A.N.C.E., its agents, directors, contractors and employees agree to hold Confidential Information in the highest of standards and in the strictest of confidence and in accordance with State and Federal law. For purposes of this Agreement, "Confidential Information" shall include all information and records, whether oral or written. Confidential information may not be used for any purpose not directly connected with administration of its responsibilities under this Agreement. The confidentiality provision of this Agreement shall remain in full force and effect after the termination of the Agreement.

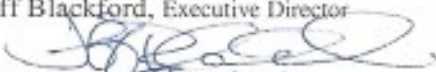
10. MUTUAL INDEMNIFICATION:

Both parties mutually agree to indemnify and hold each other harmless against any and all claims, demands, damages, liabilities, and costs incurred by the other party, arising out of, or in connection with the negligence or intentional misconduct, either directly or indirectly, in the performance of any service, by or under the direction of the indemnifying party, its officers, agents or employees.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same.


C.H.A.N.C.E.

Jeff Blackford, Executive Director



Date: 7-28-19

Trish Kenyon, Board Chair



Date: 7/28/19



Patrick Alexander, Board Chair

Date: 7/28/19