



**GRANT AGREEMENT
BETWEEN DESCHUTES COUNTY AND
UNITED WAY OF CENTRAL OREGON
Agreement No. 2024-451**

Program Name: Emergency Food, Clothing and Shelter
Provider: United Way of Central Oregon
Address: PO Box 5969, Bend, OR 97708
Phone Number: 541-771-0848

Contact: Diana Fischetti, Executive Director
Amount of Award: \$60,000
Funding Period: Effective upon signature, through 6/30/2025

This Agreement consists of this document and Attachment A, Designation of Grant Funds.

Grant Objectives:

United Way of Central Oregon shall administer, distribute, and monitor grant funds to qualified and eligible local agencies for the purpose of providing emergency food, clothing, and shelter to Deschutes County residents in need.

Grant Activities:

United Way of Central Oregon shall use grant funds as described in Designation of Grant Funds (Attachment A) and in accordance with all provisions outlined below:

- 1. Use of Funds:** United Way of Central Oregon may use grant funds only for activities described in Attachment A. If funds are not expended consistent with these activities, County may require reimbursement of all or a portion of the grant and may terminate this Agreement.
- 2. Payment of Funds:** County grant funds will be paid to United Way of Central Oregon in entirety upon execution of this Agreement.
- 3. County Representation:** Deschutes County is entitled to fill by appointment one (1) seat on United Way of Central Oregon's Emergency Food and Shelter Grant Review Committee.
- 4. Semi-Annual Reports:** Following the conclusion of the emergency food and shelter grant review process, United Way of Central Oregon shall deliver to County a summary of grant awards made using Deschutes County funds.
- 5. Program Review:** Grant funded activities and use of County funds may be reviewed by County officials at any time during the funding period. Fiscal records must be made available within a reasonable period of time to any official designated by the County.
- 6. Termination:** This Agreement may be terminated by mutual consent of the parties or by either party upon ninety (90) days notice unless a shorter period is agreed to by both parties. Notice of

termination shall be issued in writing and delivered by certified mail or in person. Termination shall not affect payment for expenses or legally binding commitments properly incurred prior to such notice. Upon completion of the funding period or termination of this grant for any reason, United Way of Central Oregon will repay to County any remaining portion of the grant funds which were not spent or otherwise committed for approved grant activities.

County, by written notice of default, may terminate this Agreement if United Way of Central Oregon fails to provide all or any or material part of the activities described herein. However, County may, at its sole discretion and upon discovery of United Way of Central Oregon's violation of any provision within this Agreement, by written notice, cause funds or services to be withheld, reduced, or terminated pending resolution of the violation(s) to the satisfaction of County. Upon resolution of the violation(s), the terms, provisions, and conditions of this Agreement may be reinstated at the option of County.

7. *Independent Contractor:* United Way of Central Oregon represents and warrants that it: (i) is not an employee of Deschutes County, Oregon; (ii) is not currently employed by the Federal Government; and (iii) meets the specific independent contractor standards of ORS 670.600. United Way of Central Oregon is not an "officer", "employee", or "agent" of Deschutes County as those terms are used in ORS 30.265.

8. *Compliance with Laws:* United Way of Central Oregon agrees to be further bound by and shall comply with all applicable federal and state statutes, rules, and regulations and all applicable local laws and ordinances for activities conducted under this Agreement. United Way of Central Oregon shall maintain all licenses, certificates, authorizations, and other approvals required by applicable law to perform the activities described within this Agreement.

9. *Indemnification:* United Way of Central Oregon shall indemnify, defend and save harmless Deschutes County and its officers, employees, and agents, from and against all claims, suits, actions, losses, liabilities, costs, and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of United Way of Central Oregon that are subject to this Agreement, including, but not limited to, the activities of its officers, employees, subcontractors, or agents.

10. *Merger Clause:* This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. No understandings, agreements, or representation, oral or written, exist if not specified herein. United Way of Central Oregon, by signature of its authorized representative, hereby acknowledges that its officials have read this Agreement, understand it, and agree to be bound by its terms and conditions.

11. *Litigation or Settlement of Disputes:* If suit or action is instituted in connection with any controversy arising out of this Agreement, each party shall be responsible for its own attorney fees, both in preparation for and at trial and in any appeal or review.

SIGNATURES:

United Way of Central Oregon:

Signature: _____

Name and Title: _____

Date: _____

Deschutes County:

Signature: Nick Wav _____

Name and Title: Nick Lelack, County Administrator

Date: 6/27/24 _____

Agreement 2024-451

Attachment A Designation of Grant Funds

Emergency Food, Clothing, and Shelter Grants: \$58,800

United Way of Central Oregon shall administer, distribute, and monitor funds to qualified and eligible local agencies for the purpose of providing emergency food, clothing, and shelter to Deschutes County residents in need. Responsibilities associated with this activity may include, but are not limited to, coordinating with County staff; publicly announcing the availability of grant funds; receiving and screening grant applications; conducting a review process; awarding grants; executing contracts; and monitoring performance. United Way of Central Oregon will have authority to determine the procedures, methodologies, and processes used to perform these activities in accordance with the provisions of Agreement No. 2024-451 between United Way of Central Oregon and County.

Deschutes County Funding Administration: \$1,200

United Way of Central Oregon shall receive funds from County in the amount and for the purposes described above. United Way of Central Oregon may retain 2%, or \$1,200, of the total \$60,000 allocated for Deschutes County's portion of the emergency food, clothing, and shelter program to offset expenses associated with administering the program.