



United Way of Linn, Benton & Lincoln Counties

OHA COVID-19 Grant – Award Agreement

RE: Contractual obligations from recipient organization,

CONTRACTOR: Newport Recreation Center

Congratulations! **The Childcare Action Group of Lincoln County** has awarded your organization funds dedicated to **COVID-Crisis-Related Childcare**. Per the Committee's recommendation, the approved award amount to your organization which must be spent by the end of Calendar Year 2020 is:

Program	Award Amount(s)
Scholarships	\$3,333.33

The aforementioned funding is restricted to your specific organization and must be spent on services rendered as part of efforts to provide Childcare to children affected by the COVID-19 Childcare Crisis between the dates of October 7, 2020 and December 31, 2020.

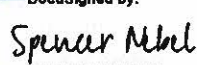
At United Way of Linn, Benton & Lincoln Counties, we are committed to serving as a value-add to our partners by finding every dollar we can to address our community's most-pressing issues.

Agency Agreement

This AGENCY AGREEMENT is made and entered into by and between the United Way of Linn, Benton & Lincoln Counties (referred to as the GRANTOR), and CONTRACTOR. Funding in the amount indicated below is authorized by the GRANTOR for services to be delivered as a result of the COVID-19 Crisis.

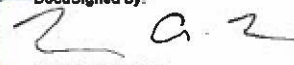
CONTRACTOR will provide GRANTOR with documentation (year-end reporting) of the costs to be reimbursed and a certification that said costs have been incurred for purposes described.

CONTRACTOR

DocuSigned by:


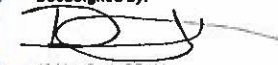
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Agency Director or
Authorized Representative

GRANTOR

DocuSigned by:


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Blake Pang, CEO
United Way of Linn, Benton &
Lincoln Counties

APPROVED AS TO FORM:

DocuSigned by:


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UW Lincoln County
Community Impact Chair



Agency Agreement Provisions

I. Term of agreement

The term of this AGREEMENT is the period beginning October 7, 2020 to December 31, 2020.

II. Reports, records and evaluations

Financial Records: The CONTRACTOR agrees to maintain financial records sufficient to support requests for reimbursement of expenditures and to meet the approval of the GRANTOR and to submit financial reports to the GRANTOR on a semi-annual basis. See reporting requirements for details.

Program Records: The CONTRACTOR agrees to submit one (1) final report to the GRANTOR. Such reports shall contain, at a minimum, a description of the actual services provided as compared to those services planned, including data related to outcome measurement; service counts will identify whether clients. This narrative shall be in sufficient detail to enable GRANTOR to evaluate said programs. The progress report shall be submitted to the GRANTOR at approximately six weeks after the grant begins. Said reports shall be sufficient to support payment under the GRANTOR's accounting procedures established or approved by the GRANTOR's accountant. CONTRACTOR agrees to provide upon request additional information or reports in such form and frequency as the GRANTOR shall deem reasonably necessary for proper management and monitoring.

Maintenance and Duplication of Records: The CONTRACTOR agrees to retain all books, records and other documents relative to this AGREEMENT for three (3) years after the termination of this AGREEMENT. Any persons duly authorized by United Way of Linn, Benton & Lincoln Counties shall have full access to and a right to examine any of the material during this period. The GRANTOR reserves to itself and assigns to itself the right to duplicate, use and disclose in any manner and for any purposes whatsoever, all data delivered under this AGREEMENT. In utilizing this provision, GRANTOR shall not violate the confidentiality of individuals receiving services from the CONTRACTOR.

III. Schedule and method of payment

GRANTOR agrees to reimburse CONTRACTOR for authorized expenditures in accordance with this AGREEMENT.

IV. Indemnification

CONTRACTOR agrees to defend, indemnify and hold harmless GRANTOR from and against all claims and demands for loss or damage arising out of or in any way connected with the CONTRACTOR's services pursuant to this AGREEMENT.

V. Activities

All activities authorized by this AGREEMENT shall be performed in accordance with the approved work program, the approved budget, grant conditions and relevant GRANTOR directives.

VI. Compliance

CONTRACTOR shall comply with all applicable laws, ordinances and codes of Federal, State and Local Government.

VII. Changes



United Way of
Linn, Benton & Lincoln
Counties

The GRANTOR or the CONTRACTOR may, from time to time, request changes in the scope of services to be performed under this AGREEMENT. Such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon by and between the GRANTOR, and the CONTRACTOR, must be incorporated in written amendments to this AGREEMENT.

VIII. Covenant against contingent fees

The CONTRACTOR warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach of this warrant the GRANTOR shall have the right to annul this AGREEMENT without liability.

IX. Compliance with Non-Discrimination requirements

The CONTRACTOR agrees:

- A. It will not unlawfully discriminate against any employee or person served on account of race, color, sex, religion, ancestry, sexual orientation or national origin in its performance of this AGREEMENT.
- B. The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) regarding persons served.
- C. The CONTRACTOR shall comply with Title VII of the Civil Rights Act of 1964 (42 USC 2000e) regarding employees or applicants for employment.
- D. The CONTRACTOR assures the GRANTOR no funds from this AGREEMENT will be used to sponsor, promote, or otherwise to engage in political activities.
- E. The CONTRACTOR will comply with the requirements of the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973.
- F. The CONTRACTOR will comply with the requirements of the Americans with Disabilities Act.

X. Termination or suspension of payment

The GRANTOR or CONTRACTOR may, by giving thirty days written notice, terminate this AGREEMENT, at its option, in whole or in part without cause.

In the event of such termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by the CONTRACTOR under this AGREEMENT shall be remitted to the GRANTOR, and the CONTRACTOR shall be entitled to compensation for any un-reimbursed expenses reasonable and necessarily incurred in satisfactory performance of the AGREEMENT.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the GRANTOR for damages sustained by the GRANTOR by virtue of any breach of this AGREEMENT by the CONTRACTOR; and the GRANTOR may withhold any reimbursement to the CONTRACTOR until such time as the exact amount of the damages due to the GRANTOR from the CONTRACTOR is agreed upon or otherwise determined. This AGREEMENT shall automatically terminate on the last day of the AGREEMENT period. No further funds shall be provided to the CONTRACTOR under this AGREEMENT after that termination date except those for which it has received prior written authorization from the GRANTOR. Such authorization must be incorporated in written amendment to this AGREEMENT.

XI. Negligence

It is agreed by the parties hereto that CONTRACTOR is acting as an independent contractor pursuant to this AGREEMENT.

CONTRACTOR shall be responsible for any wrongful or negligent act, whether by omission or commission, which results in damage to any GRANTOR property, or injury to any person in the provision of services included in this AGREEMENT and shall hold harmless GRANTOR from any claims arising from any such negligent or wrongful act.



United Way of
Linn, Benton & Lincoln
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XII. Audits

All grant receipts must be available for auditing, upon request, by the GRANTOR.

XIII. Attorney's fees and expenses

If GRANTOR or CONTRACTOR take any action, judicial or otherwise, to enforce or interpret any of the terms of this AGREEMENT, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including, but not limited to reasonable attorney's fees, whether incurred in an action or appeal from a judgment or order therein, or in connection with a non-judicial action.

XIV. External Community Relations & Internal United Way Campaign Participation

This AGREEMENT establishes a shared understanding that as related to external community communications, the GRANTOR and CONTRACTOR are partners and will be presented as such in future marketing and branding efforts. This partnership transcends the funding source granted to the CONTRACTOR by the GRANTOR, as the CONTRACTOR programs and services were selected via the GRANTOR'S allocations process and are not guaranteed.

XV. Conclusion

This AGREEMENT constitutes the entire understanding of the parties with respect to the subject matter, superseding all negotiations, prior discussions and preliminary agreements made prior to this date. All modifications of the AGREEMENT shall be in writing and shall be signed by an authorized representative of each party.



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Program Scholarships	Award Amount(s) \$3,333.33
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DocuSigned by:

Blake Pang, CEO
United Way of Linn, Benton &
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APPROVED AS TO FORM:

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CITY OF NEWPORT
GRANT APPLICATION INFORMATION

Granting Agency: United Way of Linn, Benton, & Lincoln County

Grant Application Due Date: 10-21-20

Amount of Grant, if Awarded: \$ 3,333.33

City Match, if Any: _____

City Contact: Judy Mayhew, Recreation Super

Purpose of Grant: OHA funds for childcare programs in Lincoln County. These funds will be spent on enrollment scholarships and operating expenses.

Does Grant Require City Council Approval: To Apply To Accept N/A

Date of City Council Approval, if Required: _____

Does Grant Require City Manager Approval: To Apply To Accept

Date of City Manager Approval, if Required: _____

Department Head Approval: [Signature] 10-21-20
Signature

Date of Approval: _____

Attach a copy of the grant application.

This document must be completed, and fully executed by the appropriate parties, prior to applying for any grant.



CITY OF NEWPORT
GRANT APPLICATION INFORMATION



Granting Agency: Lincoln County United Way of Linn, Benton, & Lincoln County

Grant Application Due Date: 10-21-20

Amount of Grant, if Awarded: ~~\$23,000~~ \$3,333.33

City Match, if Any: _____

City Contact: Judy Mayhew, Recreation Superintendent

Purpose of Grant: OHA funds for childcare programs in Lincoln County. Newport Rec Center funds will be spent on enrollment scholarships, and operating expenses.

Does Grant Require City Council Approval: To Apply To Accept N/A

Date of City Council Approval, if Required: _____

Does Grant Require City Manager Approval: To Apply To Accept

Date of City Manager Approval, if Required: [Signature] 10/21/20

Department Head Approval: [Signature] 10/21/20
Signature

Date of Approval: 10/21/20

Attach a copy of the grant application.

This document must be completed, and fully executed by the appropriate parties, prior to applying for any grant.



CITY OF NEWPORT
GRANT APPLICATION INFORMATION

Granting Agency: United Way

Grant Application Due Date: October 21, 2020

Amount of Grant, if Awarded: \$5000.00

City Match, if Any: \$0

City Contact: Judy Mayhew, Recreation Superintendent

Purpose of Grant: Funds will be used for our child care program enrollment scholar-
ships.

Does Grant Require City Council Approval: To Apply To Accept

Date of City Council Approval, if Required: n/a

Does Grant Require City Manager Approval: To Apply To Accept

Date of City Manager Approval, if Required: [Signature]

Department Head Approval: [Signature]

Signature

Date of Approval: 10-26-20

Attach a copy of the grant application.



AUTHORIZATION FOR AGREEMENTS, MOUs, OR OTHER DOCUMENTS OBLIGATING THE CITY

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: _____ Date: 11-9-20

Statement of Purpose: Funds for childcare program @ Newport Rec Center. Funds will be used for scholarships & operating expenses.

Department Head Signature: [Signature]

Remarks, if any: _____

City Attorney Review and Signature: [Signature] Date: 11/10/2020

Other Signatures as Requested by the City Attorney: _____

Name/Position Date: _____

Budget Confirmed: Signature Yes [] No [] N/A [X]

Certificate of Insurance Attached: Yes [] No [] N/A [X]

City Council Approval Needed: Yes [] No [X] Date: _____

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 11/11/20

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: [Signature] Date: 11/13/2020

Date posted on website: 11/24/20