

FUNDING AGREEMENT

This FUNDING AGREEMENT (**Agreement**) is entered by the City of The Dalles, an Oregon municipal corporation (**City**), and Youth Empowerment Shelter, an Oregon nonprofit corporation (**Grantee**).

WHEREAS, Grantee submitted a request to the City Council for funding consistent with its May 1, 2023, proposal (**Proposal**), attached to and made part of this Agreement as its **Exhibit A**; and

WHEREAS, the City Council, through its budget process, has appropriated sufficient monies (**Funds** or **Funding**) to award Grantee in furtherance of its Proposal;

NOW, THEREFORE, in consideration of both the provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is here acknowledged, the Parties agree:

1. **TERM AND TERMINATION**.

A. **Term**. The Parties agree this Agreement's term commences upon its mutual execution and expires June 30, 2024.

B. **Termination**.

(1) **Unilateral Termination**. The Parties agree either Party may terminate this Agreement upon 15 days' advance notice to the other.

(2) **City Termination**. The Parties agree the City may terminate this Agreement immediately upon Grantee's use of Funds for purposes not expressly indicated in its Proposal and after the City dispatches a notice of termination to Grantee. If the City terminates this Agreement pursuant to this **Section 1(B)(2)**, Grantee agrees it may be required (at the City's sole discretion) to return all Funds within 30 days of the notice of termination's date, it may be barred from future Funding requests, or both.

2. **FUNDS GRANTED**. The City agrees to disburse an amount not to exceed **\$25,000.00** to Grantee subject to this Agreement's qualifying terms and conditions. In all events, the Parties expressly agree the City's obligations under this Agreement are contingent on Funding availability through the City's budget process and subject to all applicable federal, Oregon, and local laws regarding the governance of such monies. Plainly, the Parties understand and agree the City's obligation to disburse Funds to Grantee is limited to the degree the City actually appropriates such Funds for the given fiscal year.

3. **LIMITED USE**. Grantee agrees the Funds are only eligible for use to cover its actual costs as described in its Proposal. Grantee further agrees its use of any Funds for a purpose not described by this **Section 3** is a default of this Agreement subject to the City's termination pursuant to **Section 1(B)(2)**.

4. **REPORTING.** Grantee agrees to submit all reporting on its use of the Funds upon request by the City Manager and (in all cases) a final report including a breakdown of how all Funds were actually spent before it may request any additional Funds from the City.

5. **DISBURSEMENT AND RECOVERY.**

A. **Disbursement.** The City agrees to disburse Funding to Grantee within 14 days of this Agreement's mutual execution.

B. **Eligible Costs.** Grantee agrees to use all Funds consistent with eligible costs described in **Section 3**. Grantee further agrees any changes to the Proposal are ineligible for Funding use unless those changes are approved by the City.

C. **Recovery.** Grantee agrees to repay the City all Funds disbursed if it has not cured any default of this Agreement after the City dispatches 21 days' notice of default.

6. **INSPECTION AND RECORDS.**

A. **Inspection.** Grantee agrees the City may inspect the work contemplated by the Proposal or its proposed location (if applicable) at any time during its development, installation, or implementation if the City's inspection is during normal working hours and follows the City's reasonable notice.

B. **Records.**

(1) **Access.** Grantee agrees the duly authorized representatives of the City may, with respect to those pertinent to this Agreement:

(a) access Grantee's financial records and other books, documents, papers, plans, records of shipments, and payments and writings (whether in paper, electronic, or other form);

(b) perform examinations and audits; and

(c) make excerpts, transcripts, and copies.

(2) **Retention.** Grantee agrees to retain and keep accessible all books, documents, papers, plans, records, and writings (with respect to those pertinent to this Agreement, the Funds, and its Proposal) for a minimum of 6 years (or such longer period required by applicable law) following the later of:

(a) this Agreement's termination or expiration; or

(b) the conclusion date of any audit, controversy, or litigation arising from this Agreement.



- (3) Release. Grantee authorizes any incentivizing entity outside of the City to release all relevant information or records concerning the Funds or Proposal to the City, including (without limitation) information on the use of Funds for the Proposal, other incentives offered and received, and inspection results.

7. COVENANTS.

- A. Safeguarding. Grantee agrees to vigilantly safeguard all disbursed Funds and maintain financial controls sufficient to protect them and ensure the Funds are used solely for the Proposal. The City reserves the express right to confirm Grantee's compliance with this **Section 7(A)** at any time during this Agreement's term.
- B. No Future Requests until Completion. Grantee agrees it is not eligible for any other Funding requests until it completes its use of the Funds for the Proposal pursuant to the terms of this Agreement.

8. DEFAULT.

- A. Acts. Grantee agrees it will be in default of this Agreement upon the occurrence of any of the following events:
- (1) Grantee fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement or applicable law;
 - (2) Any representation, warranty, or statement made by Grantee in this Agreement, its Proposal, or in any documents or reports relied upon by the City to monitor implementation of the uses contemplated by the Proposal, the expenditure of the Funds, or Grantee's performance is untrue in any material respect at the time it was made;
 - (3) The City Manager determines Grantee violated or has likely violated provisions of The Dalles Municipal Code;
 - (4) Grantee **(a)** applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all or any substantial portion of its property, **(b)** admits in writing its inability, or is generally unable, to pay its debts as they become due, **(c)** makes a general assignment for the benefit of its creditors, **(d)** commences a voluntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), **(e)** files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, **(f)** fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), or **(g)** takes any action for the purpose of effecting any of the foregoing listed in this **Section 8(A)(4)**; or



(5) A proceeding or case is commenced, without Grantee's application or consent, in any court of competent jurisdiction, seeking (a) Grantee's liquidation, dissolution or winding-up, or the composition or readjustment of debts, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (c) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing listed in this **Section 8(A)(5)** is entered and continues unstayed and in effect for a period of 60 consecutive days, or an order for relief against Grantee is entered in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect).

B. Remedies. Upon the occurrence of Grantee's default under **Sections 8(A)(2), (4), or (5)**, or if Grantee's default under **Sections 8(A)(1) or (3)** is not cured within 21 calendar days of the City's written notice (or such longer periods the City may authorize in its sole discretion), the City may pursue any remedies available under this Agreement, at law, or in equity. Specifically, and without limitation, such remedies include termination of the City's obligation to disburse Funds, return of disbursed Funds, payment of interest earned on the Funds disbursed, and declaration of ineligibility for the receipt of future grants or awards from the City. If, as a result of Grantee's default, the City demands return of the Funds or payment of interest earned on the Funding, Grantee agrees to pay the amount upon the City's demand consistent with **Section 5(C)**.

9. GENERAL PROVISIONS.

A. Indemnification. Grantee agrees to indemnify, defend, and hold harmless the City (including its officers, employees, and agents) from all claims, suits, actions, losses, damages, liabilities, costs, and expenses (of any nature) resulting from, arising out of, or relating to Grantee's (including its officers', employees', agents', and subcontractors') activities under this Agreement.

B. Independent Contractor. The Parties agree and acknowledge their relationship is that of independent contracting parties and Grantee is not an officer, employee, or agent of the City (as those terms are used in ORS 30.625 or otherwise).

C. Tax Currency. Grantee agrees (and by executing this Agreement, certifies under penalty of perjury) it is, to the best of its knowledge, not in violation of any tax laws described in ORS 305.380.

D. Survival. The Parties agree the provisions of this Agreement that, by their sense and purpose, should survive its expiration or termination will so survive; without limitation, such surviving provisions expressly include **Sections 4, 6, and 9(A)**.



- E. Amendment. The Parties agree they may make modifications to this Agreement at any time but only upon their mutual written agreement.
- F. Governing Law and Venue. The Parties agree this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon and the exclusive venue for all actions relating to this Agreement shall be in the Circuit Court of the State of Oregon for Wasco County.
- G. No Waiver. The Parties agree a Party's failure to insist upon strict adherence to a provision of this Agreement on any occasion shall not be considered a waiver of that Party's rights or deprive that Party of the right to thereafter insist upon strict adherence to that or any other provision of this Agreement.
- H. Assignment. The Parties agree Grantee shall not assign or transfer any interest in this Agreement without the City's prior written consent and any such assignment or transfer (if approved) is subject to such conditions and provisions the City may deem necessary. Grantee further agrees no City approval of any assignment or transfer shall be deemed to create any obligation of the City in addition to those set forth in this Agreement nor will the City's approval of any assignment or transfer relieve Grantee of any of its duties or obligations under this Agreement. The Parties agree this Agreement binds and benefits the Parties and their respective and permitted successors, agents, and assigns.
- I. Integration. The Parties agree this Agreement represents their full and final understanding and supersedes all prior or contemporaneous negotiations and agreements between them.
- J. Severability. The Parties agree any provision of this Agreement deemed illegal or unenforceable is severed from this Agreement and the other provisions remain in full force and effect.
- K. Counterparts. The Parties agree this Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

Continues on next.



- L. Notices. The Parties agree all notices required or permitted to be given under this Agreement shall be deemed given and received two (2) days after email to or deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, and addressed:

To the City: City Manager
City of The Dalles
313 Court Street
The Dalles, OR 97058

To Grantee: Executive Director
Youth Empowerment Shelter
514 East 9th Street
The Dalles, OR 97058

IN WITNESS WHEREOF, the Parties have duly executed this **FUNDING AGREEMENT** this ____ day of _____, 2024.

CITY OF THE DALLES

GRANTEE

Matthew B. Klebes, City Manager

Livia Christensen, Executive Director

ATTEST:

Amie Ell, City Clerk





City of The Dalles
313 Court Street
The Dalles, OR 97058

RE: Request for Funding

May 1, 2023

Dear Mr. Klebes and Members of the City Council,

On behalf of Youth Empowerment Shelter, I am pleased to submit this request to The City of The Dalles for support in the amount of \$25,000 for the overall operation of our youth shelter and transitional housing services. These programs provide critical services to our youth in crisis in our community.

At Y.E.S, we partner with a wide variety of local agencies to respond to the needs of youth and families in crisis in our local area. We receive referrals from law enforcement, child welfare, families, mental health professionals, schools, churches, and youth themselves. Our staff and volunteer team responds to provide 24/7/365 care, supervision, and ongoing support for the young people in our community that would otherwise have nowhere safe to go. Following *the mission to provide youth in crisis a place of physical and emotional safety while assisting them to build positive relationships and develop their individual potentials*, we are an important part of the continuum of care services for young people in our community that are at risk of “slipping through the cracks.”

We first opened our shelter in 2016 after a group of local community members and service providers saw that young people in this community were facing crisis and poor outcomes with nowhere to turn. Since that time, we have housed over 140 young people at our state licensed youth shelter here in The Dalles. In 2022 we provided 874 nights of shelter to 26 individual youth. Additionally, we responded to an estimated 180 outreach, service, and referral contacts. For 2023 we have already seen a 33% increase in average nights of shelter and a 61% increase in number of youths served, a testament to the need in our area. We additionally have plans for adding transitional housing services that can support older youth as they take steps towards independence and self-sufficiency. We see our youth leaving with better outcomes and more positive outlooks for their future.

Y.E.S. is utilized by the community to provide proactive prevention and intervention activities to help keep our community safe and give at risk young people options for moving forward. Our funding comes from a wide variety of sources including local business and individual giving, government and private foundation grants, small fundraisers, and local faith congregations. Having support from our local government is important for the operation of our facilities. It is not only a valuable and necessary financial resource at this stage in our development and level of utilization but also demonstrates to other funders that our community values our services enough to invest financially in the growth of our

agency and the services that we provide. Any funding received would be used for the overall operation of our agency, programs, and facilities including expenses like staff wages, rent and utilities, repairs and maintenance, and program supplies.

Thank you for taking the time to consider this request. We are grateful for a positive partnership with our community and the ability to do this important work. Please don't hesitate to contact me with questions or if additional information is needed.

Sincerely,

Livia Christensen

Livia Christensen
Executive Director
Youth Empowerment Shelter
liviach@yeshelter.org
541-490-4115