

GRANT AGREEMENT NO.

This is Grant Agreement ("Agreement") is between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and the Police Activities League of Greater Portland, an Oregon non-profit corporation, ("PAL" OR "GRANTEE") in an amount not to exceed \$27,500.00 to provide evening access to youth for recreational basketball for 28 days, during evening hours from March 26th through September 30th, 2012. This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

RECITALS:

1. The City of Portland recognizes the need to address youth violence problems in a way that respects all members of the community and uses comprehensive, best-practice solutions.
2. The City of Portland recognizes that a large number of youth may be lacking productive programming and recreational activities during the time periods in which school is not in session.
3. The City of Portland recognizes the need for such activities due the closing of programs and places that provided youth with a safe, positive place to gather.
4. To this end Mayor Sam Adams, Office of Youth Violence Prevention is committed to making resources available to at-risk youth in Portland for positive, structured and engaging activities during specified out-of-school times.
5. The Police Activities League of Greater Portland (PAL) was established in 1990 as a non-profit corporation when concerned civic leaders, local citizens and law enforcement officers joined together to create solutions to the growing problem of gang involvement, and violence among youth.
6. Through this grant agreement the PAL Youth Center, located at 424 NE 172nd Av. will be able to expand service hours from 5 PM to 10 PM Monday through Saturday, March 26 through March 31, 2012 (Spring Break) and from 6 PM to 10:30 PM Thursday through Saturday during the summer of 2012.
7. The PAL Youth Center offered 2 separate grant funded pilot programs in 2011 for the purposes stated. Recreation, food and beverages were made available to youth attending.
8. Outcomes for the pilot Spring Break program included the average number of youth attending nightly as 77, of which 53% were of high school aged. 81% of youth attending represented minority race populations and 46% of youth attending were eligible for the free or reduced lunch program in their schools.
9. Outcomes for the pilot summer program included the average number of youth attending nightly as 55, of which 70% were high school age. 81% of those youth attending represented race minority populations and 76% of youth attending were eligible for free or reduced lunch program in their schools.

10. Through this grant agreement the 2 mentioned pilot programs will be consolidated, providing for 28 evenings of recreational programming available to youth ages 13 to 19 years old, starting March 26th and concluding on September 30th, 2012. Food and beverages will be provided to youth attending each evening.
11. Provided through this grant will be a work station, containing phone and computer with internet access, to allow service organizations partnering with PAL on-site capability to facilitated counseling services when at risk youth involved in PAL programming display a need or request additional services.
12. The amount of this grant is not to exceed \$27,500.00.

AGREED:

I. ACTIONS TO BE TAKEN BY GRANTEE

Pursuant to the above Recitals which are fully incorporated into this Agreement and in consideration of the grant funds provided by CITY, GRANTEE agrees to perform the following actions and/or spend grant funds in the following way:

1. Provide the following services for 28 days from March 26th, 2012 through September 2012.
2. Program hours for March 26 through March 31, 2012 will start at 5 PM and conclude at 10 PM.
3. Program hours for Thursday through Saturday, 22 nights during the summer of 2012 will start at 6 PM and conclude at 10:30 PM.
4. Evening gymnasium basketball court access at the PAL Youth Center will be made available to youth ages 13 through 19.
5. The PAL Youth Center shall be open and available to youth wanting access to recreational basketball or open gym until the maximum number of youth allowable by facility staff has been reached or until 8 p.m. which ever comes first. At that time no additional youth will be allowed to access the PAL Youth Center unless by the discretion of the on-site PAL Youth Center staff supervisor.
6. Team forming based upon the needs or ages of the attending youth will be consistently employed by staff members or volunteers supervising the open gym recreational format.
7. Youth teams or programs established outside of the PAL Youth Center will not be observed as teams for recreational activities or games within the PAL Youth Center by staff members or volunteers leading or supervising activities during the dates and times established by this grant agreement.
8. At least 4 PAL staff members and adult volunteers in combination will available to mentor attending youth at all times.
9. Attending youth will be provided refreshments each evening.
10. The GRANTEE will provide at the conclusion of March 2012 programming (Spring Break) and at the conclusion of the grant period (September 30, 2012) outcome reports to the City of Portland, Office of Youth Violence Prevention which are to include the number, demographics (race, sex, age, school attended, enrollment or availability to free or reduced lunch program) of youth attending and any other program information felt to be important in review of this grant agreement program.

11. Expenses allowed under this grant agreement for staff and client support are indicated in Attachment A (Budget)

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: GRANTEE is encouraged to publish results of their program provide through this grant fund program and refer to the relationship with the CITY. Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: GRANTEE's authorized representative for this Agreement is PAL Executive Director Patricia TenEyck, contact phone number 503-823-5786.
- C. City Grant Manager: The Grant Manager for this Agreement is the Office of Youth Violence Prevention Policy Manager Tom Peavey, contact phone number 503-823-4180, or such other person as may be designated by CITY in writing.
- D. Billings/invoices/Payment: The Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this Agreement and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- E. Reports: GRANTEE will submit to the Grant Manager a report at the completion of work, services or actions required of GRANTEE under this Agreement. The Final Report will include:
 - 1. An outcome report at the conclusion of March 2012 programming (Spring Break) to include the number, demographics (race, sex, age, school attended, enrollment or availability to free or reduced lunch program) of youth attending and any other program information felt to be important in review of this grant agreement program
;and
 - 2. An outcome report at the conclusion of the grant period (September 30, 2012) to include the number, demographics (race, sex, age, school attended, enrollment or availability to free or reduced lunch program) of youth attending programming beyond March 2012 and any other program information felt to be important in review of this grant agreement program.

CITY reserves the right to request additional documentation to support GRANTEE's expenditure of grant funds had complied with the Agreement and/or interim reports or information on the progress of work, services or actions required from GRANTEE.

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: Upon the execution of this grant, and after receipt of an invoice by GRANTEE from GRANTOR, GRANTOR shall make a cash advance of \$16,000.00 to GRANTEE. Upon receipt by OYVP through the Office of Mayor Sam Adams of the required reports stated with this grant and a program cost invoice, including an itemization of expenditures, such amounts as may become due under this Agreement shall be charged against the aforementioned advance and any excess paid to GRANTEE in a timely manner.

- 185176
- B. GRANTEE shall provide to the CITY within thirty (30) days following the end of the CITY budget fiscal year (June 30th) and the end of the grant cycle (September 30th) a final annual cost accounting, including:
1. An itemization of expenditures;
 2. A final statement of revenues received from other sources, both CITY and Non-City, including purpose of funding, funding amount, and funding source; and
 3. A final aggregate (annual) of all required grant reporting criteria.
- C. If for any reason GRANTEE receives a grant payment under this Agreement and does not use grant funds, provide required work or services or perform as required by the Agreement, then CITY may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid, require GRANTEE to immediately refund to CITY the amount improperly expended, return to CITY any unexpended grant funds received by GRANTEE, require GRANTEE to fully refund any or all grant funds received, or any combination thereof.
- D. Payments under this Agreement may be used only to provide the services or take the actions required under this Agreement and shall not be used for any other purpose.
- E. If applicable, GRANTEE will keep vendor receipts and evidence of payment for materials and services, time records, payment for program wages/salaries and benefits. All receipts and evidence of payments will be promptly made available to the Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process if this is a multi-year Agreement, or provided in support of the Final Report.

IV. GENERAL PROVISIONS

- A. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if GRANTEE uses grant funds outside of the scope of this Agreement, or if GRANTEE fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from CITY. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, GRANTEE shall commence cure within the thirty (30) days, notify CITY of GRANTEE's steps for cure and estimate time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.
- B. No Payment or Further Services Authorized During Cure Period. During the cure period, CITY is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement. GRANTEE shall not perform services or take actions that would require CITY to pay additional grant funds to GRANTEE. GRANTEE shall not spend unused grant funds and such unused funds shall be deemed held in trust for CITY. GRANTEE shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.
- C. Termination for Cause. Termination for cause based on GRANTEE's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30 day period unless a written extension of cure period is granted by CITY. GRANTEE shall return all grant funds that had not been expended as of the date of the termination notice. All finished or

unfinished documents, data, studies, and reports prepared by GRANTEE under this Agreement shall, at the option of CITY, become the property of CITY; and GRANTEE may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.

- D. Penalty for Termination for Cause. If this Agreement is terminated for cause, CITY, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to GRANTEE.
- E. Termination by Agreement or for Convenience of City. CITY and GRANTEE may terminate this Agreement at any time by mutual written agreement. Alternatively, CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, GRANTEE shall return any grant funds that would have been used to provide services after the effective date of termination. Unless the Parties agree otherwise, GRANTEE shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.
- F. Changes in Anticipated Services. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, CITY's payment of grant funds may be terminated, suspended or reduced. GRANTEE shall immediately refund to CITY any unexpended grant funds received by GRANTEE.
- G. Amendment. The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.
- H. Non-discrimination; Civil Rights. In carrying out activities under this Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Actions shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by CITY setting for the provisions of this nondiscrimination clause. GRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. GRANTEE shall incorporate the foregoing requirements of this paragraph in all of other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.
- I. Maintenance of and Access to Records. GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services, for four (4) years after CITY makes final grant payment or the termination date of this Agreement,

whichever is later. GRANTEE shall provide CITY prompt access to these records upon request and permit copying as CITY may require.

- J. Audit. CITY may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the four (4) year period established above. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.
- K. Indemnification. GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of GRANTEE and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.
- L. Insurance. GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.
 - 1. Workers' Compensation Insurance. GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656. At their sole expense, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.
 - 2. Commercial General Liability Insurance: GRANTEE shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.
 - 3. Automobile Liability Insurance: GRANTEE shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.
 - 4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

5. Continuous Coverage; Notice of Cancellation: GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) -days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.
 6. Certificate(s) of Insurance: GRANTEE shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable endorsements, to CITY at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. GRANTEE shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.
- M. Grantee's Contractor; Non-Assignment. If GRANTEE utilizes contractors to complete its work under this Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Agreement as specified in this Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to GRANTEE hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
 - N. Independent Contractor Status. GRANTEE, and its contractors and employees are not employees of CITY and are not eligible for any benefits through CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
 - O. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
 - P. Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
 - Q. Compliance with Law. GRANTEE and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If GRANTEE is a 501(c)(3) organization, GRANTEE shall maintain its nonprofit

and tax exempt status during this Agreement. GRANTEE shall be EEO certified by CITY in order to be eligible to receive grant funds.

- R. Independent Financial Audits/Reviews. Any grantee receiving \$300,000 or more in City funding, in any program year, is required to obtain an independent audit of the City-funded program(s). Any grantee receiving between \$25,000 and \$300,000 in City funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the Grant Manager within thirty days of audit completion or upon request by the Grant Manager.
- S. Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- T. Merger. This Agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained herein.
- U. Program and Fiscal Monitoring. CITY shall monitor on an as-needed basis to assure Agreement compliance. Monitoring may include, but are not limited to, on site visits, telephone interviews and review of required reports and will cover both programmatic and fiscal aspects of the Agreement. The frequency and level of monitoring will be determined by the Grant Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms and conditions.
- V. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- W. Electronic Transaction; Counterparts. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

V. TERM OF GRANT

The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received grant funds or when obligations are due from GRANTEE.

This Grant Agreement and all work by GRANTEE shall terminate no later than September 30, 2012.

CITY OF PORTLAND

GRANTEE

Name: Sam Adams

Title: Mayor, City of Portland

Date: _____

Approved as to Form

Name: Patricia TenEyck

Title: Executive Director, Police Activities
League of Greater Portland

Date: _____

City Attorney

CITY OF PORTLAND

GRANTEE: POLICE ACTIVITIES LEAGUE OF GREATER PORTLAND

GRANT AGREEMENT BUDGET Attachment A

Start Date: March 26, 2012

End Date (through): September 30, 2012

EXPENDITURE CLASSIFICATION	# of FTE	Hourly Rate	# of Hours	Total
PAL Youth Center Director – Spring Program	1	\$16	36	\$576.00
♦ Benefits @ 15%				\$86.40
PAL Youth Center Director – Summer Program	1	\$17.50	110	\$1925.00
♦ Benefits @ 15%				\$288.75
PAL Staff Workers – Spring Program	3	\$10	36	\$1080.00
♦ Benefits @ 15%				\$162.00
PAL Staff Workers – Summer Program	3	\$11	110	\$3630.00
♦ Benefits @ 15%				\$544.50
Total for Personnel Expenses				\$8292.65
Gym Use		\$50 per hour of use		\$7000.00
Food and beverage		\$150.00 x 28 nights		\$4200.00
Supplies				\$1732.35
Activity incentives, awards				\$675.00
Computer and Printer		For partner service work station		\$1400.00
Phone / Fax / Internet		For partner service work station		\$1200.00
Administrative Expense				\$3000.00
Total Staff Support & Materials Expenses				\$19,207.35
Total Personnel Services / Staff Support & Materials Expenses				\$8292.65
TOTAL BUDGET				\$27,500.00
Additional In-Kind Resources – Periodic on site coverage, no assigned budget \$				
♦ Portland Police Bureau Youth Services Division School Resource Officers				
♦ Office of Youth Violence Prevention Street Level Gang Outreach Program Workers				

Note:

Definition: Accounting for Administrative Expenses section of the budget shown above.

Administrative expenses are those incurred in the general operation and management of the agency. Administrative costs include, but are not limited to: accounting, auditing, general supervision and payroll processing.

Awarded Grant Funds cannot be used for:

- General operating support for ongoing activities;
- Direct grants, scholarships or loans for the benefit of specific individuals;
- Loans or debt retirement;
- Annual appeals, general fund drives.