



PORTLAND PARKS & RECREATIONSM

Healthy Parks, Healthy Portland

GRANT SOLICITATION Street Level Gang Outreach Program Exhibit A

I. Introduction

Portland Parks & Recreation is soliciting applications from Oregon nonprofit corporations to request grant funding to support Agency work in providing street level gang outreach service to youths in Portland area African-American, Latino, and African immigrant communities. Parks intends to award one grant to a qualified agency. The maximum grant amount per year will be \$103,842 and is available for two calendar years for a total grant award not-to-exceed amount of \$207,684. The grant duration will be for two calendar years: January 1, 2018 – December 31, 2019.

II. Program Background

The City's Office of Youth Violence Prevention established the Street Level Gang Outreach Program in 2009. Since then, the Program has grown to 20 regional outreach workers supported by the Office of Youth Violence Prevention, TriMet, City of Gresham, and Portland Parks & Recreation.

III. Use of Grant Funds

Grant funding must be used solely for the Agency's gang outreach program in supplementing operational expenses that go towards increasing service capacity and ability to provide street level gang outreach services to Portland area African-American, Latino, and African immigrant communities. The Agency's program must actively engage youth and young adults in violence intervention and prevention strategies, work cooperatively with law enforcement and other service providers to respond to gang activity and provide intervention to reduce street-level violence, must participate in and support regional gang outreach teams, and must have demonstrated positive and successful experience in engaging youth at Portland Parks & Recreation facilities and events. The Agency must be willing to deploy its outreach workers to engage with youth at Portland Parks & Recreation facilities and events during the grant term. Grant funds may be used to pay salaries and benefits for at least 2 FTE outreach workers.

When deploying outreach worker to Parks facilities or events, Agency must provide outreach staff cell phone numbers to Parks' designated grant management staff. Agency must require its outreach staff to attend trainings, regular meetings with regional gang outreach team. Agency must provide regular service reports about work performed by its outreach workers funded by the grant, and must provide service utilization reports about its gang outreach services program demonstrating grant fund usage.

Special grant restrictions:

Due to potential interaction with youths, Agency's outreach workers who will be funded by the grant must submit criminal background reports for approval by Portland Parks & Recreation and Portland

Administration

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PORTLANDPARKS.ORG
Amanda Fritz, Commissioner
Mike Abbaté, Director



Sustaining a healthy park and recreation system to make Portland a great place to live, work and play.

Police Bureau. Considerations will include but not necessarily preclude from hiring: conviction for felony or misdemeanor, pending criminal felony or misdemeanor case, or deferred sentence for a felony or misdemeanor case; or engaged in child abuse; or have conditions or actions revealed in the background check or other Agency information which would demonstrate poor judgment, dishonesty or high risks behaviors, or who may impair the safety or welfare of youth or vulnerable persons.

IV. Grant Funding Schedule

It is anticipated that the City will disburse grant funds in four separate and equal advance payments of \$25,960.50 each quarter. Agency will be required to submit cost recovery documents at the end of each quarter before receiving the next quarter's advance payment.

V. Grant Process and Timeline

Step	Dates
Solicitation available for response	12/1
Response period	12/1-12/15
Evaluation	12/18-12/20
Award notification	12/22

VI. Evaluation Questions (out of 100)

Interested agency must submit a request for funding for its gang outreach program with the request describing how the grant funds would be used in program capacity building, specifically:

- 1) Describe your organization's capabilities, experience and approach in supporting youth, young adults, and families in anti-violence strategies. (20 points)
- 2) Describe your organization's capabilities to help break the generational lure of the gang lifestyle, including gang prevention and intervention strategies. (20 points)
- 3) Describe your organization's experience and abilities to serve African-American, Latino, and African immigrant communities. (20 points)
- 4) Describe your organization's experience in working with local law enforcement, including Portland Police Bureau and Gresham Police Department. (20 points)
- 5) Describe your organization's experience in serving communities in North, Northeast, and Southeast Portland. (10 points)
- 6) Describe your organization's internal capabilities and policies regarding fiscal management and required reporting. Please provide your organization's most recent IRS Form 990 and Statement of Financial Position. (10 points)

In addition, interested agency must identify grant agreements with the City or any other regional governmental agencies received in the last five years and whether it complied with all grant funding requirements in those other grant agreements.

Parks reserves the right to request additional information to clarify agency's request for funding. Submission of a request does not guarantee that funds will be given. Submissions will be reviewed by Parks, and all decisions are final and not subject to appeal or dispute.

VII. Submission

Please submit responses electronically to Amy Trieu at amy.trieu@portlandoregon.gov by 5:00 pm on December 15, 2017.

VIII. Questions?

Please direct questions to Amy Trieu at amy.trieu@portlandoregon.gov

GRANT AGREEMENT NO.

This is Grant Agreement ("Agreement") is between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and [REDACTED] (OR "GRANTEE") in an amount not to exceed \$103,842.00 each year for two calendar years. This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

RECITALS:

1. The City's Office of Youth Violence Prevention (OYVP), manages and oversee the Street Level Gang Outreach grant program which began in 2009.
2. **GRANTEE**, a local non-profit youth service organization, was selected to receive grant funding following a competitive grant process in accordance with the City's Comprehensive Financial Management Policies, FIN 2.04-Budget, which state that grants should be issued after a competitive process, unless Council waives the policy in the grant ordinance
3. This grant is not to exceed \$103,842.00 per year for two calendar years.
4. The grant agreement is in effect from January 1, 2018 through December 31, 2019.

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:

- A. The GRANTEE will use grant funds to support its street level gang outreach program which will.
 1. Provide program services African-American, Latino, and African Immigrant communities.
 2. Principally deploy services providers to PP&R properties and events
 3. [Additional content to be included pursuant to grant applicant's proposal]
- B. The GRANTEE's street level gang outreach workers are expected to:
 1. Provide prevention and intervention outreach services to reduce street level gang violence.
 2. Provide resource referrals to community members, including PP&R

programs.

3. Wear civilian clothing while wearing visible identification.
 4. Support special events.
 5. [Additional expectation to be included pursuant to grant applicant's proposal]
- C. The GRANTEE's street level gang outreach workers are required to attend trainings and meetings required by PP&R and as requested by OYVP.
- D. The GRANTEE's street level gang outreach workers are expected to be deployed to Parks facilities and events at times and dates as mutually agreed between City and GRANTEE:
1. [example of mutually agreed deployment schedule – e.g., Tuesday through Saturday, from 3:00pm-11:00pm.]
- E. The GRANTEE shall notify PP&R and OYVP of all personnel changes, which includes any of the following:
1. Persons hired, terminated, on vacation, on sick leave, subject to jury duty, and all other changes that affect staffing.
 2. Staff availability for meetings and collaborative missions with partner service agencies.
- F. The GRANTEE will provide cell phone numbers for workers employed through this Grant.
- G. The GRANTEE shall designate a point of contact that PP&R, OYVP, and the Portland Police Bureau can contact to deploy workers to locations as requested.
- H. The GRANTEE shall provide a weekly report to PP&R and OYVP summarizing outreach worker activity.
- I. The GRANTEE shall participate in quarterly evaluations conducted by PP&R and OYVP that will review all Grant Agreement deliverables and listed mandatory actions.
- J. The GRANTEE shall provide financial reports, including billings and invoices, that demonstrate grant fund usage at the end of each payment period. Such reports shall be as specific as required by the Grant Manager.

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: The GRANTEE is encouraged to publish results of this program and refer to the relationship with the City through this grant agreement.
 - 1. 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 Representative: GRANTEE's authorized representative for this Agreement is _____ [include contact information].
- C. City Grant Manager: The Grant Manager for this Agreement is Durelle Singleton, Recreation Services Strategies & Initiatives Manager, Portland Parks and Recreation; durelle.singleton@portlandoregon.gov; #503-823-3585 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 all work, services or actions required of GRANTEE under this Agreement. The Final Report will include:
 - 1. GRANTEE will submit within required reports, a description of services and actions performed by GRANTEE, a description of services provided, including information provided to persons receiving outreach service and the outcome of those services.
 - 2. CITY reserves the right to request additional documentation to support GRANTEE's expenditure of grant funds, compliance 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:
 - 1. Grant is not to exceed \$103,842.00 per year. This amount is to be paid to GRANTEE in four separate and equal advance payments.
 - 2. The four advance payments to the GRANTEE will be made as follows: Upon the execution of the Grant Agreement, and after receipt of an invoice requesting advance payment by the GRANT from the GRANTEE, the GRANTOR shall make a cash advance for each quarter in amounts up to \$25,960.50 to the GRANTEE.
 - 3. GRANTEE shall then submit within fifteen days after the each of each month, required reports stated within this Grant Agreement, to include, a program cost invoice with an itemization of expenditures for the period of time in which the advance was rendered. Upon receipt of such reports,

amounts utilized under this Agreement shall be charged against the aforementioned advance and any excess paid back to the GRANTEE within thirty days.

- B. 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.
- C. 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.
- D. 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, 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 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 _____.

CITY OF PORTLAND

GRANTEE

Name: _____
 Title: _____
 Date: _____

Name: _____
 Title: _____
 Date: _____

Approved as to Form

 City Attorney

Exhibit B