

STATE OF OREGON GRANT AGREEMENT

Grant No. 13570

This Grant Agreement ("Grant") is between the State of Oregon acting by and through its Department of Education, Youth Development Division ("Agency") and City of Portland, Bureau of Revenue and Financial Services ("Grantee"), each a "Party" and, together, the "Parties".

SECTION 1: AUTHORITY

Pursuant to ORS 190.110 and U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) FY2018 Formula Grants Program Award, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The purpose of this Grant is to support the Grantee's Community Outreach and At-Risk Youth Intervention Program that targets youth aged 16-24 who face barriers, are involved in gangs, impacted by family gang activity, or are at risk of being involved in the juvenile and criminal justice systems.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained ("Executed Date"), this Grant is effective and has a Grant funding start date as of October 1, 2020 ("Effective Date"), and, unless extended or terminated earlier in accordance with its terms, will expire on September 30, 2021.

SECTION 4: GRANT MANAGERS

4.1 Agency's Grant Manager is:

Anya Sekino
255 Capitol St, NE, Salem, OR 97310
(971) 273-3831
anya.sekino@ode.state.or.us

4.2 Grantee's Grant Manager is:

Tiffani Penson
1120 SW 5th Ave, Room 1000, Portland, OR 97204
(503) 823-8866
tiffani.penson@portlandoregon.gov

4.3 A Party may designate a new Grant Manager by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth in Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending on the expiration date set forth in Section 3 (the “Performance Period”).

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$82,400.00 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) FY 2018 Title II Formula Grants Program (“Funding Source”).

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

- 7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source based on Agency’s reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.
- 7.1.2 Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.
- 7.1.3 Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a request for disbursement that includes evidence satisfactory to Agency demonstrating deficiencies were corrected.

7.2 **Conditions Precedent to Disbursement.** Agency’s obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

- 7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;
- 7.2.2 No default as described in Section 15 has occurred; and
- 7.2.3 Grantee’s representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

7.3 **No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.

- 7.4 Suspension of Funding and Project.** Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

If Agency subsequently projects that it will have sufficient funds, Agency will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and Agency will work together to amend this Grant to revise the amount of Grant Funds and Project activities to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, Agency will either (i) cancel or modify its cessation order by a supplemental written notice or (ii) terminate this Grant as permitted by either the termination at Agency's discretion or for cause provisions of this Grant.

SECTION 8: REPRESENTATIONS AND WARRANTIES

- 8.1 Organization/Authority.** Grantee represents and warrants to Agency that:

- 8.1.1** Grantee is a unit of local government duly organized and validly existing;
- 8.1.2** Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;
- 8.1.3** This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
- 8.1.4** If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
- 8.1.5** There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

- 8.2 False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

- 8.3 No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: OWNERSHIP

- 9.1 Intellectual Property Definitions.** As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

“Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.

“Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.

- 9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.
- 9.3 Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent

any use or disclosure of Confidential Information. At Agency's request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-628. If Grantee or its agents discover or are notified of a potential or actual "Breach of Security", as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, "Breach") with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee's obligations under applicable law.
- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee's employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee's expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 9 and the Oregon Tort Claims Act (ORS 30.260 to 30.300), Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a "Claim" for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the

name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.

- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

SECTION 12: INSURANCE

- 12.1 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.
- 12.2 Public Body Insurance.** If Grantee is a "public body" as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.

SECTION 13: GOVERNING LAW, JURISDICTION

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

SECTION 15: DEFAULT

15.1 Grantee. Grantee will be in default under this Grant upon the occurrence of any of the following events:

- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
- 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
- 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

15.2 Agency. Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

SECTION 16: REMEDIES

16.1 Agency Remedies. In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

16.2 Grantee Remedies. In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits

set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.3** Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4** Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 18: TERMINATION

18.1 Mutual. This Grant may be terminated at any time by mutual written consent of the Parties.

18.2 By Agency. Agency may terminate this Grant as follows:

- 18.2.1** At Agency's discretion, upon 30 days advance written notice to Grantee;
- 18.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;
- 18.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
- 18.2.4** Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

18.3 By Grantee. Grantee may terminate this Grant as follows:

- 18.3.1** If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.
- 18.3.2** If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or

18.3.3 Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

18.4 Cease Activities. Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 19: MISCELLANEOUS

19.1 Conflict of Interest. Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.

19.2 Nonappropriation. Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

19.3 Amendments. The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

19.4 Notice. Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

19.5 Survival. All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.

19.6 Severability. The Parties agree if any term or provision of this Grant 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.

19.7 Counterparts. This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.

19.8 Compliance with Law. In connection with their activities under this Grant, the Parties must

comply with all applicable federal, state and local laws.

- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits
 - Exhibit C (Federal Terms and Conditions)
 - Exhibit A (the "Project")
 - Exhibit B (Insurance)
 - Exhibit D (Federal Award Identification)
 - Exhibit E (Application)

- 19.16 Merger, Waiver.** This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Education

By: _____
Procurement and Contract Specialist

Date

City of Portland

By: _____
Authorized Signature

Date

Printed Name

Title

Federal Tax ID Number

Approved as to Form
City Attorney's Office
10/30/20 G.Fullilove

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Gretchen Gunn Merrill, Sr. Assistant Attorney General

via email on 10/21/2020
Date

EXHIBIT A

THE PROJECT

SECTION I. BACKGROUND AND GOALS

The Youth and Crime Prevention Grant Funds are community-based grants provided by the Office of Juvenile Justice and Delinquency Prevention (OJJDP) to assist state and local efforts to prevent juvenile crime and reduce youth involvement with the justice system through the implementation of effective evidence-based, research-based, and practice-based prevention and intervention approaches. These approaches are required to be culturally appropriate, sexual orientation specific and gender-identity specific and address various risk and protective factors associated with criminal involvement.

The Title II Formula Grant program is designed to support state and local delinquency prevention and intervention efforts and juvenile justice system improvements. The Youth Development Council selected addressing gang violence prevention as a priority for the formula Grant Funds.

This Grant will support the Community Outreach and At-Risk Youth Intervention Program (Youth Connect). Project activities will assist youth ages 16-24 ("youth") that face barriers to education and employment, are involved in gang activity, are impacted by family gang activity, or are at high-risk of being involved in the juvenile and criminal justice systems.

The goal of this Grant Project is to connect youth with service providers that specialize in supporting youth that may experience the following: homelessness; gang activity and/or come from multi-generational gang activity; educational barriers; or lack access to employment opportunities.

Grantee shall follow all state and local COVID-19 guidance requirements.

SECTION II. PROJECT ACTIVITIES, SCHEDULE, AND BUDGET

Grantees' application ("Application") is incorporated in and made a part of this Grant. Under this Grant, Grantee will serve youth as described in Grantee's Application. Grantee and Agency agree that the Application is deemed added to, and incorporated into this Grant.

Grantee must follow the budget set forth in its Application. It may be adjusted only with approval from the Agency Grant Manager, or designee, in order to reflect agreed upon modifications necessary for delivery of measures, achievement of outcomes, and/ or effective use of Grant Funds.

The total amount of the budget set forth in the Grant is to be expended only for Grantee's Project activities paid for with these Grant Funds and must not exceed the amount identified in Section 6 of this Grant. Any adjustments that result in an increase to the amount identified in Section 6 cannot be done without a written amendment to this Grant.

Agency will disburse Grant Funds only for the costs of Project activities that occur, including expenses incurred, during the Performance Period. The following summarizes the project activities and due dates.

Activities	Due Dates
Grantee will provide Program services to a minimum of 25 youth and will provide youth an average of 170 hours of training and paid work experience.	Throughout Grant Performance Period
Grantee will serve low-income youth of color at no cost, while also providing youth with living and transportation stipends, paid internships, training in the trades with free access to tools and equipment and other identified financial support needed to be successful in the program.	
Grantee will provide youth access to living wage jobs.	
Grantee will provide workforce development opportunities to youth while engaging them in programming such as job skill training.	Throughout Grant Performance Period
Grantee will provide youth tools and resources needed to access post-secondary education or training	
Grantee will submit quarterly reports detailing required output and outcome data	See Section III

Indirect/Administrative Costs. Grantee may be reimbursed for indirect or administrative costs, as a percentage of the Grant Funds disbursed under this Grant, in an amount that does not exceed Grantee's federally-approved rate or 10%, whichever is less, at the time the cost was incurred. The rates described in this paragraph override any other verbal or written rate(s) provided by Agency, including in any notice of award provided by Agency's Electronic Grants Management System ("EGMS").

SECTION III. PROJECT EVALUATION/REPORTING REQUIREMENTS

Grantee will submit quarterly reports detailing required output and outcome data using the Agency provided report templates no later than 30 days after the end of each quarter.

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be provided to Agency within 30 days of the Executed Date, if not already provided to Agency despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

SECTION IV. DISBURSEMENT PROVISIONS

Agency will disburse the Grant Funds using EGMS, on a cost incurred quarterly basis upon receipt of Grantee's request(s) for disbursement.

With each request for disbursement, Grantee must submit an expenditure report via email to Agency's Grant Manager identified in Section 4.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

Grantee must obtain at Grantee's expense, and require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this exhibit prior to performing under this Grant, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee must obtain and require its first tier contractors and subgrantees, if any, to obtain the following insurance from insurance companies or entities acceptable to Agency and authorized to transact the business of insurance and issue coverage in Oregon. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and workers' compensation. Grantee must pay and require its first tier contractors and subgrantees to pay, if any, for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subgrantees, contractors, and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000, and shall require and ensure that each of its out-of-state subgrantees, contractors, and subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY

☒ **Required** ☐ **Not required**

Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to Agency. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence. Annual aggregate limit may not be less than \$1,000,000.

AUTOMOBILE LIABILITY INSURANCE

☒ **Required** ☐ **Not required**

Automobile liability insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile

liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY

☒ **Required** ☐ **Not required**

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee's contractors, subgrantees, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit may not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide tail coverage as stated below.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

☒ **Required** ☐ **Not required**

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or subgrantees ("Covered Entity") is responsible including but not limited to any Covered Entity's employees and volunteers. Policy endorsement's definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit may not be less than \$3,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED

All liability insurance, except for workers' compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent

and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

WAIVER OF SUBROGATION

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee's first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee must maintain, and require its first tier contractors and subgrantees, if any, maintain, either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Grant, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Project activities required under this Grant, or, (ii) Agency or Grantee termination of Grant, or, iii) the expiration of all warranty periods provided under this Grant.

CERTIFICATE(S) AND PROOF OF INSURANCE

Grantee must provide to Agency a Certificate(s) of Insurance for all required insurance before performing any Project activities required under this Grant. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: ode.insurance@ode.state.or.us or by mail to: Attention Procurement Services, Oregon Department of Education, 255 Capitol St NE, Salem OR, 97310 prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

Grantee or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW

Grantee agrees to periodic review of insurance requirements by Agency under this Grant, and to provide updated requirements as mutually agreed upon by Grantee and Agency.

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee must provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this exhibit.

EXHIBIT C

FEDERAL TERMS AND CONDITIONS

1. FEDERAL FUNDS

1.1. If specified below, Agency's payments to Grantee under this Grant will be paid in whole or in part by funds received by Agency from the United States Federal Government. If so specified then Grantee, by signing this Grant, certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government.

Payments ☒ will ☐ will not be made in whole or in part with federal funds.

1.2. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, Agency has determined:

☒ Grantee is a subrecipient ☐ Grantee is a contractor ☐ Not applicable

1.3. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant: 16.540 Juvenile Justice and Delinquency Prevention Allocation to States

2. FEDERAL PROVISIONS

2.1. The use of all federal funds paid under this Grant are subject to all applicable federal regulations, including the provisions described below.

2.2. Grantee must ensure that any further distribution or payment of the federal funds paid under this Grant by means of any contract, subgrant, or other agreement between Grantee and another party for the performance of any of the activities of this Grant, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Grant.

2.3. Grantee must include and incorporate the provisions described below in all contracts and subgrants that may use, in whole or in part, the funds provided by this Grant.

2.4. Grantee must comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Grantee must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

In accordance with Appendix II to 2 CFR Part 200 – Grantee is subject to the following provisions, as applicable.

For purposes of these provisions, the following definitions apply:

“Contract” means this Grant or any contract or subgrant funded by this Grant.

“Contractor” and **“Subrecipient”** and **“Non-Federal entity”** mean Grantee or Grantee's contractors or subgrantees, if any.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the

Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of

supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials: https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=92b159d8a4db712007ed9d36214ee0ec&mc=true&n=pt2.1.200&r=PART&ty=HTML#se2.1.200_1322.

(K) Audits.

- i. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
- ii. If Contractor receives federal awards in excess of \$750,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.

iii. Contractor must save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor and State.

(L) System for Award Management. Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

3. ADDITIONAL FEDERAL REQUIREMENTS

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in the employment but also in the delivery of services or benefits. A Federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amend the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <https://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Law

All recipients of federal assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for the compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67Fed. Reg.

41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <https://www.lep.gov>.

Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion

The DOJ regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38, updated in April 2016, prohibits all recipient organizations, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g. prayer), they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the OCR's website at <https://ojp.gov/about/ocr/partnerships.htm>.

SAASs and faith-based organization should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. 10228 ©; the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proposer use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: *Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964* (June 2013), available at <https://ojp.gov/about/ocr/pdfs/UseofConvictionAdvisory.pdf>. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate

an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204©, .205©(5))

Meeting the EEOP Requirement

An EEOP is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEOP Certification Report or an EEOP Utilization Report to the OCR. For more information on whether your organization is subject to the EEOP requirements, see <https://ojp.gov/about/ocr/eeop.htm>. Additionally, you may request technical assistance from an EEOP specialist at the OCR by telephone (202) 616-1771 or by email at EEOPforms@usdoj.gov.

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/fmancialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Requirement to report actual or imminent breach of personally identifiable information (PIT)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach!! (0MB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of 11personally identifiable information (PII)" (2 CFR 200. 79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system (0MB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, - agency, or official may prohibit or in any way restrict-- (1) any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or - agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in 8 U.S.C. 1373(b). Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.
2. Certifications from subrecipients. The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373, properly executed by the chief legal officer of the government or educational institution that would receive the subaward, using the appropriate form available at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>. Also, the recipient must require that no subrecipient (at any tier) may make a further subaward to a State, a local government, or a public institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373, properly executed by the chief legal officer of the government or institution that would receive the further subaward, using the appropriate OJP fom1.
3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition
4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not rein1bursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

EXHIBIT D

FEDERAL AWARD IDENTIFICATION

(Required by 2 CFR 200.331(a))

1. Grantee Name: <i>(must match DUNS registration)</i>	City of Portland
2. Grantee's DUNS:	054971197
3. Grant period of performance start and end dates: <i>(the Grant's Performance Period)</i>	Start: 10/01/2020 End: 9/30/2021
4. Total amount of federal funds obligated by this Grant:	\$82,400.00
5. Total amount of federal funds obligated to Grantee by Agency: <i>(all federal funds, including this Grant, obligated to Grantee during the current state fiscal year (July 1 to June 30))</i>	\$82,400.00
6. Pass-through entity	
(a) Name of pass-through entity:	Oregon Department of Education
(b) Contact information for awarding official of the pass-through entity:	Lillie Gray, Lillie.Gray@ode.state.or.us
7. Federal award	
(a) Federal Award Identification Number (FAIN):	2018-JF-FX-0028
(b) Federal award date:	10/01/2018
(c) Total amount of federal award committed to the Grantee by the pass-through entity:	\$82,400.00
(d) Federal awarding agency:	Office of Juvenile Justice and Delinquency Prevention
(e) Federal award project description:	OJJDP FY2018 Title II Formula Grants Program
(f) CFDA number and name	16.540 Juvenile Justice and Delinquency Prevention - Allocation to States
Amount:	\$82,400.00
(g) Indirect cost rate:	Federally-negotiated rate at the time the cost was incurred
(h) Is award research and development?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**EXHIBIT E
APPLICATION**

YOUTH&YOU

Oregon Youth Development Council

FY 2020 Juvenile Justice and Delinquency Prevention
Title II Formula Grant

Program Area: At Risk Youth

503-378-5115

Application Cover Sheet

Project Title: Community Outreach and At-Risk Youth Intervention (Youth Connect)

Applicant Organization: City of Portland

Programmatic Contact: Bureau of Revenue & Financial Services (grants Management Division

Name: Tiffani Penson

Title: Supplier Diversity Officer and Youth Connect Bureau Support Manager

Address: 1120 SW 5th Ave Floor 10

Phone Number: (503) 823-8866

Email: tiffani.penson@portlandoregon.gov

Fiscal Contact:

Name: Katy Schnoor

Title: Financial Analyst, Grants Management Division

Address: 1120 SW 5th Ave, Room 1000, Portland, OR 97204

Phone Number. (503) 823-6944

Email: Katy.Schnoor@portlandoregon.gov

Fax: (503) 823-5384

Project Summary: (no more than 200 words)

Community Outreach and At-Risk Youth Intervention Program (Youth Connect), will target youth ages 16-24 that face barriers, gang involved, impacted by family gang activity or at high-risk of being involved in the juvenile justice system. The intent of the program is to provide the following opportunities for youth:

- Connect youth with youth providers that specialize in supporting youth that may face homelessness, gang involved and/or come from multi-generational gang activity, educational barriers and lack access to employment opportunities. The program will focus heavily on workforce development, engaging youth in programming such as job skills training, provide tools and resources needed to eventually access post-secondary education or training and access to living wage job/careers.

This program will work closely with the Youth Providers, City of Portland Street Level Gang Outreach Grant Program (SLGO) and the City of Portland Gang Impacted Family Team Coordinator Grant Program (GIFT), to better serve identified client populations and their families on a more sustainable, long term basis. Organizational partners and providers chosen by the City of Portland will help direct youth that meet the criteria toward healthy participation within their families and communities through sustained coaching, mentoring, system navigation, advocacy, and provide connections to identified resources.

NARRATIVE

Indicators of Need

The City of Portland, Grants Management Division manages the Youth Connect Program where the objective is to create a bridge between school, work and future opportunities. The program consists of a series of interventions for targeted youth over the year with a focus on, but not limited to the summer months. Each year youth will receive progressively more intensive academic support, career and post-secondary experiences, job skills training, access to internships and possible permanent employment. In addition, the program focuses on at-risk youth in effort to increase the likelihood of high school by providing support through key transition periods.

A core component of Youth Connect is the SummerWorks program which the Office of the Mayor allocates a yearly budget to serve approximately 200 youth. SummerWorks engages youth in high-growth, high demand career opportunities while enhancing academic and marketable skills. Delivered through Worksystems, a network of Youth Provider Agencies, participants receive work-readiness training and targeted academic skill building followed by 160-hours of paid work experience at work sites at the City of Portland, Non-Profits and Small Businesses across the region. Youth learn valuable job skills and experience potential career choices while reinforcing the importance of obtaining education and training beyond high school.

While SummerWorks is one avenue to engage youth and create opportunities, our focus is to create more flexible pathways for youth to access support and opportunities to better accommodate youth that face the more challenging barriers thus leading to successful outcomes. These barriers are identified as the following: a) risk factors associated with gang violence, b) including living below the poverty line, c) unemployment, d) disengaged from school, e) experiencing traumas, f) facing houselessness or housing instability and g) being involved in the juvenile justice system, h) experiencing higher rates of substance abuse, i) teen parenting, j) single parenting and k) chronic health problems.

Adding an intervention to Youth Connect that specifically targets the most vulnerable and affected youth population by coordinating with Youth Provider Agencies, Street Level Gang Outreach Program and the Gang Impacted Family Team which is a non-funded collaborative City, County and State multi-disciplinary team will help expand our reach to a population that needs strong support to be successful.

Due to the collaboration of government, private and non-profit services under the Strategic Plan for At-Risk Youth, Portland has experienced continual reductions in gang related violence since 2015 and overall increase in student high school graduation rate, which is at 79%, however Black males

are still struggling and only graduating high school at the rate of 66%. This data clearly supports why we need more flexible access to education and employment opportunities that meet youth where they are and support them in the ways they need to be supported to achieve success. Youth Connect is always examining ways to seek best practice programming that is pivotal to continued successes for youth with multiple challenges.

Equity

The Youth Connect programming managed by the Bureau of Revenue & Financial Services, Grants Management Division supply pro-social resources and services to communities of color. All Youth Connect Programming is served by the following grantee organizations that provide service to communities of color and those underserved:

Portland Opportunities Industrialization Center (POIC) is committed to the future success of at-risk youth through the age of 25, providing the highest quality services in education, mentoring, family outreach, employment training and placement. POIC aims to reduce disparities for students of color in graduation rates, health, and exposure to violence, contact with the juvenile justice system, and employment and career success.

Immigrant and Refugee Community Organization (IRCO) serves the holistic needs of immigrants, refugees, and mainstream community members. As a community-based organization, IRCO empowers children, youth, families and elders from around the world to build new lives and become self-sufficient by providing more than 200 culturally and linguistically specific social services. IRCO's vision is to be a leader of community driven, innovative programs delivered by compassionate staff who create equitable services that empower immigrants, refugees and underserved communities.

Native American Youth and Family Center (NAYA) offers a wide array of comprehensive services and community-based solutions, including lifelong educational opportunities, cultural identity, leadership development, elders support, homes for families, early childhood programs, and paths to financial security based on traditional tribal values. NAYA is an urban center building strong partnerships and authentic relationships with tribes, organizations, communities of color, and our neighbors throughout the region.

Latino Network is a Latino-led education organization, grounded in culturally specific practices and services, which lifts youth and families to reach their full potential. Latino Network programming promotes early literacy, encouraging parent involvement, working with gang-involved and adjudicated youth and families, and providing academic support and activities to high school aged youth and builds leadership capacity for youth and adults.

Project Description

This intervention within the Youth Connect Program will consist of the following:

- Evidence and Culturally Based Practices utilizing the following strategies across all workforce programs to holistically address youth' indicators of need.
- Affordability: serving low-income youth of color at no cost, while also providing youth with living and transportation stipends, paid internships, training in the trades with free access

to tools and equipment and other identified financial support needed to be successful in the program

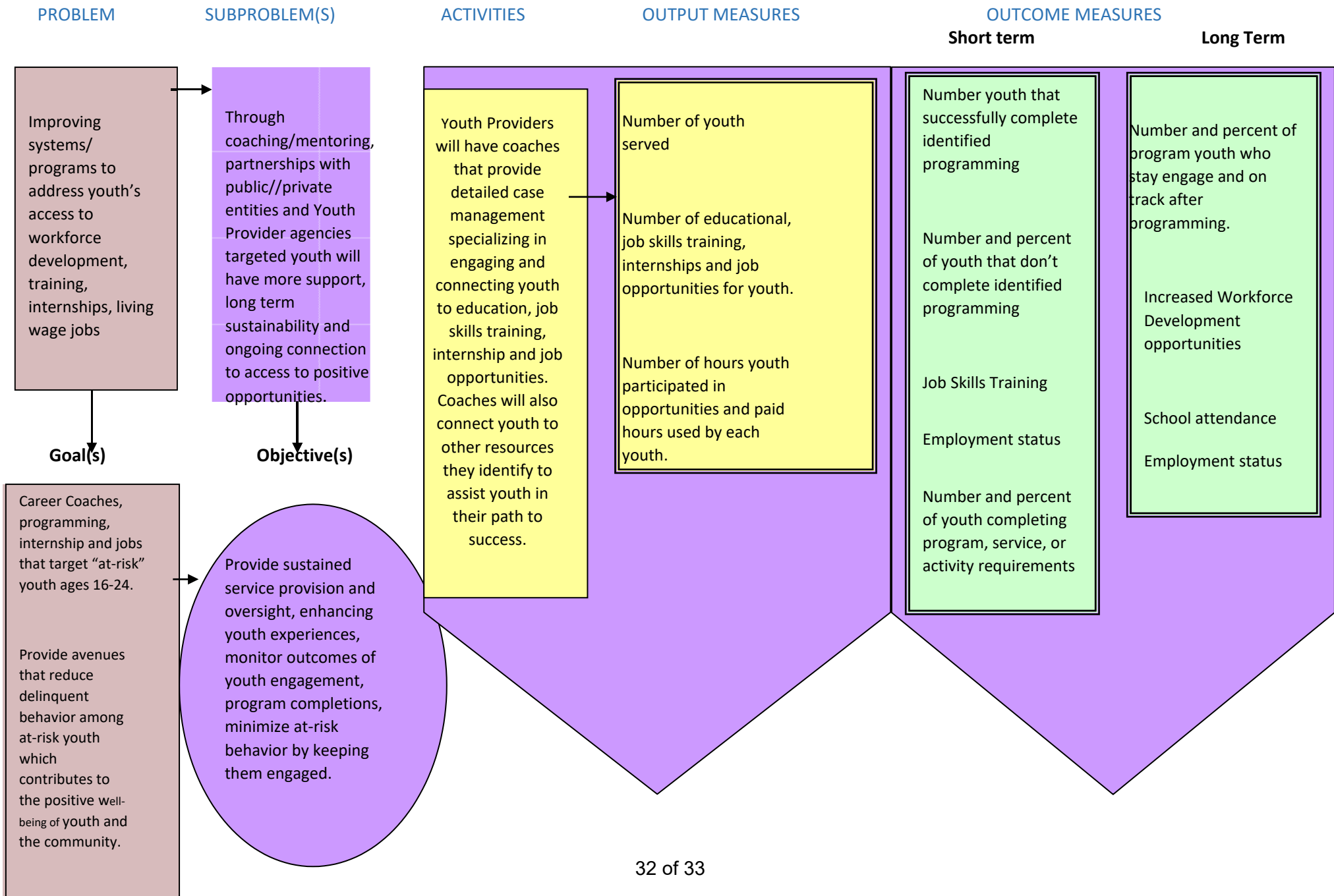
- Culturally Specific Programming tailored to effectively serve low-income youth of color, LGBTQ+ youth, and other diverse populations. Example: Special Projects, Internships, pre-apprenticeship Programs; financial literacy, cultural competency/bias training, workforce training and training required to navigate necessary systems for program completion and success.
- Ongoing Support that offers youth access to Career Coaches while in the program and after successful completion of the program. Youth will be allowed to work with Career Coaches up to two years to identify post-secondary education, career opportunities, assistance with identifying and applying for living wage positions and other wrap around services to ensure continued success.
- Create and connect youth to a variety of projects that meet the needs of the youth we serve: **For example:**
 - **Construction Pre-Apprenticeship Program**
 - POIC+RAHS' BOLI-Certified Construction Pre-Apprenticeship Program annually serves 48 - 60 low-income youth of color (ages 18-25). Participants are engaged through academic coursework, earn industry-recognized certifications, and complete hands-on projects, with programming delivered at the Northwest College of Construction.
 - POIC+RAHS' culturally-tailored Construction Pre-Apprenticeship Program gives low-income young adults of color the opportunity to learn professional and trade-specific skills that support them when searching for, and retaining, a job in the construction field.
 - POIC+RAHS' Construction Pre-Apprenticeship Program achieves the following outcomes among trainees:
 - 90% of trainees successfully complete the Construction Pre-Apprenticeship Program and earn the BOLI-recognized certificate, preparing them to enter an Apprenticeship Program as a preferred applicant.
 - At least 75% of trainees earn industry-recognized credentials including one or more of the following that are part of the program: OSHA's Outreach Training Program for the Construction Industry, First Aid/CPR, and ODOT Flagging.
 - At least 80% of trainees enter a BOLI-certified Apprenticeship Program or obtain living-wage employment in construction or a related field immediately following program completion.
 - At least 75% of trainees are employed full-time during the quarter following the program (approximately three months after completion).
 - **Constructing Hope - Construction Trades for Disadvantaged Youth Program**
 - A five-week program that targets low income and minority at-risk youth to discover and explore pathways to sustainable, rewarding careers in the skilled construction trades. The youth are engaged and exposed to new experiences and hands-on skill building.
 - Partnership with Northwest College of Construction to provide youth with hands-on learning in carpentry, masonry, welding, sheet metal, heavy equipment operation, and landscaping. In addition, they practiced iron work, concrete forms, framing, drywall installation, boom lift and scissor lift operation, first aid/CPR training and certification, and site survey and layout with hands-on exercises.

- Training and information sessions on the importance of “Green” building and environmental literacy
- **Cole & Betts Environmental Consulting Project – Oregon Department of Transportation**
 - Target low income and At-Risk youth and exposes them to the environmental consulting industry, providing experience.
 - Pays for 40-Hour OSHA HAZWOPER training. This training allows youth to meet client and company insurance requirements and be safe when sampling known or suspected contaminated soil, groundwater, and sediment. This training is good for life and requires annual 8-Hour refresher training. The combined field experience and HAZWOPER training will be invaluable experience for future school and/or career development.
 - Youth will also require Personal Protective Equipment (PPE) such as steel toed boots and hard hat. Other PPE items typically donned in the field, such as nitrile gloves and Tyvek suits, are typically supplied by the engineering or environmental consulting company.
 - ISRQ project field work tasks may not be scheduled for when youth are available. Additional ODOT, PBOT, BES, Prosper Portland, Home Forward, etc. projects could provide a backup as well as multiple opportunities and experiences for interns if such projects could be made available.
- **SWELLPDX – Cooperative Goods and CoBa Podcast Network Project**
 - Target low income youth of color exposing them to the career of providing creative and technical services to businesses, such as logo, branding, website, apps, photos, videos, bookkeeping, SEO, etc.
 - Youth will work with seasonal/local professionals to help not only teach interns the skills they have interest in, but also help local businesses achieve new tools to help them succeed through a variety of local start-ups and other various projects.

Logic Model and Performance Measures

The logic model lists objectives, activities, output measures, and short-term and long-term measures. This includes target figures and focuses on communities of color, specifically African Americans, who experience high rates of trauma, violence and the risk factors associated with lack of access to education, training and employment opportunities. All these factors have significant negative impacts on the youth’s socioeconomic status, ability to overcome barriers and impact the quality of life for youth and families.

Complete each block with the appropriate, program-specific text



Budget

BUDGET CATEGORY	FORMULA GRANT	MATCHING FUNDS	TOTAL AMOUNT
Round all numbers to nearest whole dollar.			
A. Cost Per Youth – <ul style="list-style-type: none"> Wages Hourly pay Stipends 	At a minimum serves 25 youth providing an average of average of 170 hours of training and paid work experience		\$57,680.00
B. Personnel <ul style="list-style-type: none"> Wages 	Includes assisting with some of the FTE of job coach some of the cost		\$13,980.00
C. Equipment Equipment needed for projects Clothing, Boots, etc.	Allocate \$100 per youth		\$2,500.00
D. Supplies Supplies are items with a useful life of less than one year.			N/A
E. Consultants/Contracts Provide a brief description of the services to be provided, the hourly/daily rate, estimated time on the project and method of procurement. Consultant fees cannot exceed \$450 per hour day.			NIA
F. Other Costs Provide detail for costs that do not fit in the above categories.			N/A
H. Grant Administration A maximum of 10% of the Formula Grant can be used for costs associated with the Applicant's administration of the grant funds, including indirect costs.			\$8,240.00
Subtotal: Direct Costs			\$82,400.00
I. Indirect Costs Include in the Formula Grant column only if the Applicant has a current indirect cost rate or allocation plan approved by a Federal cognizant agency. The total of grant funds requested for Indirect Costs plus Grant Administration (Line G) cannot exceed 10% of the requested grant.			
TOTAL PROJECT COST (Sum of Direct+ Indirect Costs)			\$82,400.00



*ODE GRANT #1370 City of Portland – Community Outreach and At-Risk Youth Intervention (Youth Connect) via
City of Portland*

Scope of Work

Brief Project Description

POIC+RAHS has been a beacon for communities of color, particularly the Black and African American community, for more than 50 years.

POIC+RAHS was originally founded to provide culturally specific workforce training and career placement services to counter discriminatory practices keeping people of color unemployed, underemployed, and unable to access wealth building opportunities. Then, viewing education as a critical component of a community's success, POIC expanded by founding Rosemary Anderson High School (RAHS), an accredited alternative high school, in 1983 and later an accredited middle school in 2018. Overall, with five school campuses now and more than 100 staff, students are supported with caring educators, culturally-specific curricula and safe spaces.

Today, POIC+RAHS provides a continuum of education, career, and family services. From reintroducing houseless teens to the classroom, to pairing gang-affected students with meaningful career opportunities, to helping youth experiencing domestic violence find stability and hope through mentorship - POIC+RAHS helps youth and adults reimagine and rewrite their life stories.

Funding will support POIC+RAHS' Work Opportunities Training Internship Program, which includes two main types of internships:

- Introductory Wage-Based internships (160 hours) – Remote and in-person work experiences. Youth earn an hourly wage at partner work sites in industries such as retail, hospitality, culinary, nonprofit, and more.
- Advanced Wage-Based Training, Internships, and Job Placements (200+ hours) – Youth earn wages for participation in a training program that links them to career-track employment in industries such as construction, local government, healthcare, IT, and more.

List of Activities to be Completed

1. Provide Program services to a minimum of 15 youth and will provide youth an average of ~170 hours of training and paid work experience.
2. Serve low-income youth of color at no cost, while also providing youth with living and transportation stipends, paid internships, training in the trades with free access to tools and equipment and other identified financial support needed to be successful in the program. POIC+RAHS utilizes the following strategies to address trainees' needs:
 - Affordability: serving low-income individuals of color at no cost, while also providing them with living and transportation stipends, free access to tools and equipment, and other supports.
 - Ongoing Support: offering youth regular access to a Career Coach. After successfully graduating from the program, youth continue to work with the Career Coach to identify career opportunities, apply for living-wage positions, and access additional support services for up to two years. Further, more experienced youth who have been enrolled in the program longer serve as ambassadors to newly enrolled youth.

Exhibit B

- Cultural Specificity: tailoring programs to effectively serve low-income youth and adults, youth and adults of color, and LGBTQ youth, among other diverse populations. E.g.: Pre-Apprenticeship Program provides information to support trainees in navigating systems within the construction field often influenced by implicit bias.
3. Provide youth access to living wage jobs. On average, at least 25% of trainees across all workforce programs are placed in full-time, living-wage positions after completing training. Some programs, such as our Construction Pre-Apprenticeship Program, achieve a 90%+ job placement rate.
 4. Provide workforce development opportunities to youth while engaging them in programming such as job skill training.
 5. Provide youth tools and resources needed to access post-secondary education or training.
 6. Submit quarterly reports detailing required output and outcome data. Reporting dates to be determined.

Strategies for Recruiting Participants

POIC+RAHS guarantees programming reaches some of our community's most vulnerable youth of color by recruiting students and trainees through:

- Neighboring Schools: most POIC+RAHS students come from schools within the Reynolds, Centennial, Portland Public Schools, Parkrose, David Douglas, and Gresham-Barlow school districts, all districts serving high percentages of low-income youth and youth of color.
- Community-based partners: specifically, through the Community Pathways Network, which presents a holistic menu of services: POIC+RAHS, Project Access Now, 211, Boys & Girls Club, Human Solutions, IRCO, Impact NW, Latino Network, NAYA, NW Family Services, Open School, Self Enhancement Inc., Volunteers of America, and Rockwood Community Development Corporation.
- Department of Community Justice (DCJ): POIC+RAHS works with law enforcement and the DCJ to identify youth who are eligible and would benefit from participation in POIC+RAHS programming.
- POIC+RAHS' 14 Outreach Workers: provides support and service referrals to gang-impacted youth in North, NE, and SE Portland. Outreach focuses on locations identified as juvenile crime "hot spots."

Evaluation & Outputs Tracked

POIC+RAHS will track and report on the following outputs, including the number of trainees who:

- Participate in and complete an internship.
- Earn industry-recognized credentials.
- Participate in POIC+RAHS' wraparound services.
- Complete additional life skills trainings.
- Access mental health support and counseling opportunities.
- Enter an Apprenticeship Program or obtain living-wage employment immediately following program completion.
- Are employed full-time during the quarter following the program (approximately three months after completion).

Timeline

All activities listed above will be completed between March 15, 2021 and September 30, 2021.

Exhibit B

Proposed Budget

Budget Category	Formula		Total Amount
A. Cost Per Youth <ul style="list-style-type: none"> Wages Stipend Hourly Pay 	At a minimum POIC will serve 15 youth providing an average of 160 hours of training and paid work experience	[\$13.25 + 12% Taxes] x 160 hours x 15 participants	\$34,980
B. Personnel <ul style="list-style-type: none"> Wages/Benefits 	Includes assisting with some of the FTE of Career Coach (.5 FTE) and some of the cost of Director of Employment (.05 FTE) and training for administration of program	Salary + Benefits (Salary x 30%)	\$29,440
C. Equipment <ul style="list-style-type: none"> Equipment needed for projects Clothing, Boots, etc. 	Allocated ~\$100 per youth		\$1500
D. Organization Operating Facility and operating cost for the organization	Based of FTE Allocation		\$8,240
E. Grant Administration A maximum of 10% of the Formula Grant can be used for costs associated with the Applicant's administration of the grant funds, including indirect costs.	10% indirect		\$8,240
Subtotal: Direct Costs			\$82,400
TOTAL Project Costs (Sum of Direct + Indirect Costs)			\$82,400