

AGREEMENT
Between the
POLICE ACTIVITIES LEAGUE OF GREATER PORTLAND
(PAL)
And
PORTLAND PARKS & RECREATION (City or PP&R)

I. PURPOSE

The intent of this Agreement is to create mutual understanding of the expectations of the Police Activities League and the City's Bureau of Portland Parks & Recreation as to how they will work together to ensure that the partnership brings effective, positive results for youth and is mutually beneficial for both named organizations.

II. MAJOR GOALS

1. To increase opportunities for youth in the Greater Portland area to interact with police and other community adults in a positive environment.
2. To provide programs not currently offered through the existing Portland Parks & Recreation system and to complement existing programs to ensure all youth have access to programs which meet their needs.
3. To promote the personal, social, economic and environmental benefits of parks and recreation through a community policing model.
4. To incorporate goals of Portland Parks & Recreation's *2020 Vision Plan* and the PAL Strategic Plan, including expanding partnerships to develop strong ties with institutions, corporate sponsors, non-profits, and local school districts to promote collaborative models of service delivery and to maximize resources for youth.

III. RESOURCES AND ACTIONS FOR ACCOMPLISHING GOALS

1. **Both agencies agree to:**
 - a. Support each agency's missions, goals and values internally and externally.
 - b. Work together to further the goals and commitments established in this partnership agreement.
2. **Police Activities League agrees to:**
 - a. Use the funding from Portland Parks & Recreation solely for athletic, recreational and enrichment programs that directly serve youth in the out-of-school hours.
 - b. Coordinate and administer the Portland Youth Football league including responding to all referrals from Portland Parks & Recreation, recruiting and registering youth (4th-8th grade), recruiting and training volunteers, scheduling and supervising all games, and ensuring the proper use of all practice fields.

- c. Specifically with the 4-week National Youth Sports Program, which targets low-income youth, offer youth involved in Portland Parks & Recreation programs priority registration, assistance with completing necessary registration forms, and potentially free transportation to and from the camp from carefully selected Portland Parks & Recreation Centers in target areas.
- d. Offer to Portland Parks & Recreation field trip opportunities for youth during Winter Break, Spring Break and Summer programs.
- e. Recognize Portland Parks & Recreation as a key partner of PAL with all media and other promotional opportunities.
- f. Find opportunities to tie Portland Parks & Recreation into grant applications.
- g. Offer Portland Parks & Recreation the opportunity to market its programs through PAL's printed program guides, web page, and other tools deemed appropriate.
- h. Offer a seat on the PAL Board of Directors for a Portland Parks & Recreation representative.
- i. Provide Portland Parks & Recreation access, at no cost, to the PAL Youth Center building during off-hours for programs, youth basketball games, training, or other meetings and/or events.
- j. Designate a participatory representative to the Sports Workgroup of Portland Parks & Recreation.
- k. Provide an Annual Report of PAL program outcomes along with a detailed budget of projected and actual service delivery, which details precisely how Portland Parks & Recreation grant funds will be and were spent.

3. **Portland Parks & Recreation agrees to:**

~~\$52,767~~ \$50,578 MKW

- A. Provide a pass-through funding grant of ~~\$52,767~~ for FY 2009-2010 to the Police Activities League of Greater Portland. Payments will be made on a quarterly basis upon invoice from PAL. In future years of this agreement the amount of the grant shall be determined through the City of Portland budget process. PAL and PP&R shall discuss in the fall of each year, the amount PP&R intends to request.
- B. Inform PAL of any organizational or mission changes that could affect PAL's ability to deliver services.
- C. Offer PAL the opportunity to market its programs through PP&R's printed program guides, web page, and other tools deemed appropriate.
- D. Issue field permits for PAL youth football programs from August-October annually, upon PAL request to the PP&R Permit Center.
- E. Continue to offer a seat on the Sports Workgroup, or a similar committee, for a PAL representative.
- F. Designate a participatory representative to the PAL Board of Directors.

IV. TERMS OF AGREEMENT

- 1. **Tracking Youth** - Youth participating in PAL programs will be considered PAL members, and youth participating in Portland Parks & Recreation programs will be

- considered PP&R youth. Any desire by partner agencies to count youth in their program figures must receive prior approval by a representative for each agency.
2. **Tracking Volunteers** - Volunteers participating in PAL programs will be considered PAL volunteers, and volunteers supporting Portland Parks & Recreation programs will be considered PP&R volunteers. Any desire by partner agencies to count volunteer hours in their program figures must receive prior approval by a representative for each agency. Only volunteers/staff that have passed a criminal history background check will be allowed to interact with youth.
 3. **Access to Records** - PAL shall maintain, and the City of Portland ("City") and its duly authorized representatives shall have access to the books, documents, papers, and records of PAL that are directly pertinent to this agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.
 4. **Audits** - (a) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by section 3, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office. (b) If an audit discloses that payments to PAL were in excess of the amount to which the PAL was entitled or were used for payment of expenses that are not consistent with the terms of this Agreement, then PAL shall repay the appropriate amount to the City.
 5. **Compliance with Applicable Law** - In connection with its activities under this Agreement, PAL shall comply with all applicable federal, state and local laws and regulations.
 6. **Indemnity** - PAL shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of PAL or its subcontractors, agents or employees under this agreement.
 7. This agreement will remain in effect from July 1, 2009 – June 30, 2014.
 8. This agreement may be terminated by the mutual agreement of the parties at any time. This agreement will terminate on June 30 of any year of this agreement if either party gives written notice of its intent to terminate by May 31 of that year. The agreement may not be terminated in the middle of a fiscal year without the mutual consent of the parties.
 9. The Director of Portland Parks and Recreation is authorized to give any consents or direction required herein and to execute any amendment to this agreement that does not increase the funding provided by PP&R beyond the approved annual budgetary allocation.
 10. PAL, to the satisfaction of the City Attorney, shall maintain public liability and property damage insurance that protects PAL and the City from any and all claims, demands, actions and suits for damage to property or personal injury, including death, arising from the PAL's work under this agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motorized vehicles by PAL. The insurance shall provide coverage for not less than \$500,000 for personal injury to each person, \$1,000,000 for each occurrence, and

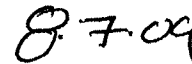
\$1,000,000 for each occurrence involving property damage; or a single limit policy of not less than \$1,000,000 covering all claims per occurrence. The policy shall name the City, its officers, employees and agents as additional insureds.

We, the undersigned on behalf of the stakeholders that we represent, have agreed to the above listed. We have made a commitment to dedicate the necessary resources from our respective organizations to ensure that our goal of providing safe and positive opportunities for youth and police interaction is successful.

PAL



Police Activities League (PAL) Board Chairman
449 NE Emerson
Portland, OR 97211
503-223-3422 503-823-5841 FAX



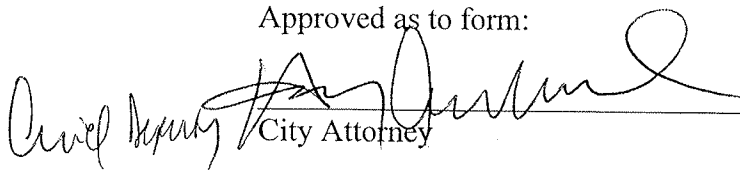
Date

CITY OF PORTLAND

Commissioner of Portland Parks & Recreation
1120 SW 5th Avenue, Suite 1302
Portland, OR 97203-1933
503.823.2223 503.823.5297 FAX

Date

Approved as to form:


City Attorney