

GRANT AGREEMENT NO.

This Grant Agreement is between the CITY OF PORTLAND ("GRANTOR" or "CITY") and Native American Youth and Family Center ("GRANTEE") in an amount not to exceed \$16,371.22 to provide street-level gang outreach service to high-risk gang-involved and gang-associated youth and young adults up to the age of 25.

RECITALS:

1. The City of Portland; Office of Youth Violence Prevention (OYVP) created a Request for Grant (RFG) seeking proposals from grantees with experience in providing street-level gang outreach service to high-risk gang-involved and gang-associated youth and young adults up to the age of 25 for the months of May through August of 2009. The Native American Youth and Family Center was selected to receive grant funding for street-level gang outreach services at that time.
2. Since May 2009 Native American Youth and Family Center employee(s) have performed Street Level Gang Outreach services during the course of 2 continuous grant agreement time periods, from May 2009 through August 2010.
3. During the course of the previous grant periods, Native American Youth and Family Center worked in collaborative efforts with the Portland Police Bureau, Multnomah County Department of Community Justice, Oregon Youth Authority and OYVP in supplying street level outreach and intervention to at risk and gang affected youth and received excellent reviews from all the above government agency partners.
4. Native American Youth and Family Center street level gang outreach staff worker(s) have created a unique and efficient working relationship with Gang Enforcement Team and Hotspot Enforcement Team of the Portland Police Bureau, as well as Multnomah County Department of Community Justice Gang Reduction Intervention Team, Multnomah County Department of Community Justice Juvenile and Adult Probation, and Oregon Youth Authority Parole and Probation.
5. Due to the success in fulfilling the scope of work assigned under Grant Agreement No. 32000233 for Street Level Gang Outreach services from September 1, 2010 through August 31, 2010, the uniqueness and efficiency of their service delivery, and the benefit derived by the City through the application of their services during the previous grant periods, the basis for the Grant Agreement for street-level gang outreach services has been established.
6. The amount of this Grant is not to exceed \$16,371.22.
7. The Grant Agreement duration shall be in effect retroactively from September 1, 2010 and will continue through December 31, 2010. The Grant Manager is authorized to renew this Grant Agreement in the same or different amount, provided that sufficient funds are appropriated by City Council and included within the City's approved budget for fiscal years 2010-2011 and 2011-2012.

AGREED:**I. ACTIONS TO BE TAKEN BY GRANTEE**

In consideration of the grant funds provided by CITY, GRANTEE agrees to perform the following actions and spend grant funds only as delineated in this Grant Agreement.

1. The GRANTEE will provide the following street-level gang outreach services:
 - a. Street-level gang outreach service shall be provided to high-risk gang-involved and gang-associated youth and young adults up to the age of 25.
 - b. High-risk gang-involved and gang-associated youth and young adults are defined as those individuals who: admit/ identify gang involvement, associate with known gang members, have been directly involved in gang related crime as a victim, suspect or perpetrator, and are related to known gang member(s).
2. The GRANTEE shall provide 1 full-time employee for street-level gang outreach.
 - a. The 1 street-level gang outreach worker shall be approved by the OYVP before the worker is employed under this grant. If the OYVP requests, the employee shall furnish a criminal background report to the OYVP.
 - b. If the OYVP does not approve the employee for hire under this Grant no funds may be expended on employing that individual.
 - c. Expenses allowed under this Grant for mileage and cellphone usage are indicated in Attachment A.
3. The GRANTEE's street-level gang outreach worker is expected to:
 - a. Identify and intervene, utilizing effective violence reduction strategies, in the cycle of street-level violence between high-risk gang members and their associates.
 - b. Provide intervention outreach services to city areas considered hotspots for gang-related activity, while working in coordination with law enforcement and other service providers during hours of highest activity probability.
 - c. Build relationships with programs in the community for the purposes of connecting gang members/associates and/or their families to educational, social, medical, and employment-related services.
4. The GRANTEE's street-level gang outreach worker is mandated to attend the following and to be present for complete sessions, unless prior notification is received by OYVP:
 - a. Gang Service Coordination Team meetings,
 - b. Gang Violence Task Force meetings,
 - c. Planning or training meetings and sponsored and/or hosted by the Office of Youth Violence Prevention.

Exhibit A

5. The GRANTEE street-level gang outreach worker is expected to work Tuesday through Saturday, during evening hours. The hours may be adjusted with approval of the OYVP.
6. The GRANTEE shall notify OYVP of all personnel changes which include any of the following:
 - a. Persons hired, terminated, on vacation, on sick leave, subject to jury duty, and all other changes effecting GRANTEE organization staff configuration.
 - b. Staff availability for meetings and collaborative missions with partnering service agencies.
7. The GRANTEE shall provide cell-phone numbers for all its employees employed under this Grant.
8. The GRANTEE shall designate one point of contact that the OYVP and the Portland Police can call, and this contact person shall be able to deploy the employee to locations as requested by the OYVP and / or the Portland Police Bureau.
9. The GRANTEE shall provide 1 weekly activity report every 7 days to OYVP. The report shall contain all service outreach worker activity for the entire number of GRANTEE street-level outreach workers working in a 1 week period.
10. The GRANTEE shall participate in monthly evaluations to be conducted by OYVP to review all Grant Agreement deliverables and listed mandatory actions.
11. The GRANTEE shall provide reports and invoices showing how grant money has been spent at the end of each payment period. Such reports shall be as specific as required by the Grant Manager.

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: The Grantee is encouraged to published results of their program and refer to the relationship with the City provided through this grant fund program.
- B. Records: Grantee will maintain all records for the program. All records regarding the program, as well as general organizational and administrative information, will be made available to the Grant Manager, or other designated persons, upon request.
- C. Reporting: The GRANTEE shall report weekly on each employee hired on under this Grant Agreement to the Office of Youth Violence Prevention regarding hotspot area location, number of hours of service in those areas, agencies worked with, the number of high-risk and gang affected youth contacted, the number of referrals given to youth contacted, types of referrals given, and agencies or programs youth were referred to. A form shall be provided by OYVP to the GRANTEE, and is attached as Exhibit A to this grant. GRANTOR reserves the right to revise this form as it deems necessary.
- D. Grant Manager: The Grant Manager for this grant is Tom Peavey, Policy Manager, Office of Youth Violence Prevention.
- E. Amendment. The Grant Manager is authorized to amend the terms and conditions of the Grant Agreement provided such changes do not increase the CITY's financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the GRANTEE and the Grant Manager before such changes are effective. Any change to the

Exhibit A

amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the Grant to a specific individual in the ordinance authorizing the Grant.

- F. Billings/invoices/Payment: The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this Grant and to carry out all other CITY actions referred to herein in accordance with this Agreement. The GRANTEE shall also provide reports showing how Grant money has been spent at the end of each payment period. Such reports shall be as specific as required by the Grant Manager.

III. PAYMENTS

- A. GRANTEE will receive its funding as follows:

1. Upon the execution of this grant, and after receipt of an invoice by the GRANTEE from the Grantor, the GRANTOR shall make a cash advance of \$16,371.22 to GRANTEE. Upon receipt by OYVP the required reports stated with this grant and a program cost invoice, including an itemization of expenditures, such amounts as may become due under this Agreement shall be charged against the aforementioned advance and any excess paid to the Grantee in a timely manner.
2. The GRANTEE shall provide to the CITY within thirty (30) days after end of the grant cycle (December 31st) a final annual cost accounting, including:
 - a. An itemization of expenditures;
 - b. A final statement of revenues received from other sources, both CITY and Non-CITY, including purpose of funding, funding amount, and funding source; and
 - c. A final aggregate (annual) of all required Grant Agreement reporting criteria.
3. Upon receipt of these items, such amounts as may become due under this Agreement shall be charged against the final advance and any excess paid to GRANTEE. If the GRANTEE shall have received funds which exceed actual expenditures under this Grant Agreement, all such funds shall remain property of the CITY and shall be returned to the CITY with the final cost invoice.

- B. If for any reason GRANTEE receives a Grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may, at its option terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require GRANTEE to immediately refund to the CITY the amount improperly expended or received by GRANTEE.
- C. No Grant Agreement payments under this Grant Agreement may be other than to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- D. GRANTEE will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process.
- E. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, the CITY's payment of funds under this Grant may be terminated, suspended or reduced.

IV. GENERAL GRANT PROVISIONS

- A. **TERMINATION FOR CAUSE.** If, through any cause, GRANTEE shall fail to fulfill in timely and proper manner his/her obligations under this Grant Agreement, or if GRANTEE shall violate any of the covenants, agreements, or stipulations of this Grant Agreement, the CITY shall have the right to terminate this Grant Agreement by giving written notice to GRANTEE of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.
1. During the 30 day period CITY is under no obligation to continue providing Grant Funds and GRANTEE is not authorized to perform services or take actions that would require the CITY to pay additional grant funds to GRANTEE.
 2. During the 30 day period, GRANTEE shall not spend unused Grant Agreement funds.
 3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- B. **TERMINATION BY AGREEMENT OR FOR CONVENIENCE.** The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written Grant Agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph GRANTEE shall return any Grant funds that would have been used to provide services after the effective date of termination.
- C. **CHANGES.** The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- D. **NON-DISCRIMINATION.** In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by the CITY setting for the provisions of this nondiscrimination clause. GRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. GRANTEE shall incorporate the foregoing requirements of this paragraph in all of its Grant Agreements for work funded under this Grant Agreement, except Grant Agreements governed by Section 104 of Executive Order 11246.
- E. **ACCESS TO RECORDS.** GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for four years after the CITY makes final payment and all other pending matters are closed.

Exhibit A

- F. MAINTENANCE OF RECORDS. GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder. GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.
- G. AUDIT. The CITY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the four year period established by Section G above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.
- H. INDEMNIFICATION. GRANTEE shall hold harmless, defend, and indemnify the CITY and the CITY's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work or any of GRANTEE's contractors work under this Grant Agreement.
- I. WORKERS' COMPENSATION INSURANCE.

1. GRANTEE, its contractors, if any, and all employers working under this Grant Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Grant Agreement and shall be incorporated herein and made a term and part of this Grant Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.
2. In the event GRANTEE's worker's compensation insurance coverage is due to expire during the term of this Grant Agreement, GRANTEE agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance a renewals of said insurance occur.

J. LIABILITY INSURANCE.

GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the CITY and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the CITY Auditor. If the insurance is canceled or terminated prior to completion of the Grant Agreement, GRANTEE shall provide a new policy with the same terms. GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by GRANTEE.

1. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.
- K. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the CITY. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.
- L. INDEPENDENT STATUS OF GRANTEE. GRANTEE is independent of the CITY and GRANTEE and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. GRANTEE and its contractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- M. CONFLICTS OF INTEREST. No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. No CITY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.
- N. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- O. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the CITY of Portland in order to be eligible to receive grant funds.

American Recovery and Reinvestment Act (ARRA):

Funding for the Grant Agreement is provided, in whole or in part, by the federal government as made available through appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (ARRA or the Recovery Act). The Recovery Act, and guidelines being developed by federal agencies, imposes various requirements and conditions upon recipients and sub-recipients of Recovery Act funds. Federal agencies continue to develop implementing instructions of the Recovery Act, particularly concerning the specifics of the ARRA reporting requirements. In performing the agreement, GRANTEE must comply with all applicable requirements of the Recovery Act. The parties now wish to clarify the range of applicable requirements.

Section 1. ARRA Compliance.

1.1 As a condition of receiving ARRA funds under the Grant Agreement, supplemental terms and conditions will apply to the work performed and funded under the Grant Agreement. The GRANTEE must comply with the requirements of the ARRA applicable to the work and services provided under the Grant Agreement. In the event of any variance between the terms and conditions of the Grant Agreement and the requirements of compliance with ARRA and applicable federal administrative regulations promulgated under the Recovery Act, the terms and conditions of the federal requirements and ARRA provisions shall control.

Section 2. ARRA Indemnification. As a sub-recipient of federal ARRA funds, GRANTEE shall assume sole liability for Grantee's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal ARRA funds. Upon GRANTEE'S breach of any such conditions that requires the CITY to return funds to the federal government, GRANTEE shall hold harmless and indemnify the CITY for amounts equal to the ARRA funds received from the CITY under the Grant Agreement.

Section 3. ARRA Accounts, Records and Inspections:

3.1 Accounting. ARRA funds used to support work performed under the Grant Agreement, in whole or in part may be used in conjunction with other funding sources as necessary to complete projects. However, tracking and reporting on ARRA funds must be separate to meet the reporting requirements of the Recovery Act and OMB Guidance. No part of ARRA funds, as identified by the CITY, shall be commingled in deposits or accounts with other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. GRANTEE must segregate the obligations and expenditures related to funding under the Recovery Act. GRANTEE shall implement and revise its financial and accounting systems as necessary to segregate, track and maintain the ARRA funds apart and separate from other revenue streams. GRANTEE'S separate, distinct set of accounts, records, documents, and other evidence must show and support: all allowable costs incurred; collections accruing to Grantee in connection with the work under the Grant Agreement, other applicable credits, negotiated fixed amounts, and fee accruals under the Grant Agreement; and the receipt, use, and disposition of all Government property coming into the possession of GRANTEE under the Grant Agreement. GRANTEE is responsible to maintain and may be required to submit backup documentation for all expenditures of funds under the Recovery Act including such items as timecards and invoices. GRANTEE shall provide copies of backup documentation at the request of the CITY.

3.2 Inspection and audit of accounts and records. As work performed under the Grant Agreement will be funded, in whole or in part, with ARRA funds, books of account and records relating to the Grant Agreement shall be subject to inspection and audit by the CITY, the Federal Government, or their designees at all reasonable times, before and during the period of retention provided for below, in subsection 3.4 below, and GRANTEE shall afford the CITY or the Federal Government proper facilities for such inspection and audit.

3.3 Disposition of records. Except as agreed upon by the CITY, the Federal Government and GRANTEE, all financial and cost reports, books of account and supporting documents, system files, data bases, and other data evidencing costs allowable, collections accruing to GRANTEE in connection with the work under the Grant

Agreement, other applicable credits, and fee accruals under the Grant Agreement, shall be available for inspection by the CITY and/or the Federal Government, and shall be delivered to the CITY, the Federal Government by Grantee either as the CITY may from time to time direct during the progress of the work or, in any event, as the CITY shall direct upon completion or termination of the Grant Agreement and final audit of accounts hereunder.

3.4 Preservation of Records. Except as otherwise provided in the Grant Agreement, all other records in the possession of GRANTEE relating to the Grant Agreement shall be preserved and retained by GRANTEE for a period of 6 years after the later of: termination of the Grant Agreement, receipt of final payment under the Grant Agreement or otherwise disposed of in such manner as may be agreed upon in writing by the CITY and GRANTEE.

3.5 Comptroller General, Inspector General.

1. Pursuant to Section 902 of the Recovery Act, the Comptroller General of the United States and his representatives may: 1) examine GRANTEE's records or any of its subcontractors, that directly pertain to, and involve transactions relating to the Grant Agreement or any subcontracts; and, 2) interview any of GRANTEE's officers or employees of the GRANTEE or any of its subcontractors regarding the Grant Agreement.

2. Section 1515(a) of the Recovery Act authorizes any representative of the Inspector General of a relevant Federal agency to: (1) examine any of GRANTEE's records and any of its subcontractors that pertain to, and involve transactions relating to the Grant Agreement or any subcontracts; and, (2) interview any of GRANTEE's officers or employees of GRANTEE's regarding the Grant Agreement.

3.6 Public Access to ARRA Reports. Information about this Contract will be published on the Internet, including the CITY'S website, <http://www.portlandonline.com/ARRA> and the federal website, www.recovery.gov, which is maintained by the Federal Recovery Accountability and Transparency Board (the "FRATB"). The federal board may exclude posting contractual or other information on federal website on a case by case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

3.7 ARRA Registration Requirements. If GRANTEE is registered in the federal Central Contractor Registration database (<http://www.ccr.gov>), GRANTEE will provide the CITY with its CCR registration number and legal name as entered into CCR. If the GRANTEE is not currently registered, it must do so. In order to register in CCR, a valid Data Universal Numbering (DUNS) Number is required. The DUNS Number is assigned by Dun & Bradstreet, Inc. (D&B).

Section 4. FALSE CLAIMS. GRANTEE shall promptly refer to the CITY for transmission to the funding federal agency or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person has submitted a false claim under the federal False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

1. Whistleblower Protection

(a) Contractor can not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, made to the Recovery Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency or their representative, information that the employee reasonably believes is evidence of:

- gross mismanagement of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

(b) Section 153 of the Recovery Act requires that the GRANTEE, as a non-federal employer receiving ARRA funds, must post a notice(s) of ARRA Whistleblower rights and remedies at all Recovery Act job sites. A copy of the notice(s) may be obtained from the federal recovery.gov website:

<http://www.recovery.gov/Contact/ReportFraud/Documents/WhistleblowerPoster.pdf>

<http://www.recovery.gov/Contact/ReportFraud/Documents/RecoveryAct%20FraudHotlinePoster-RATBLogo.pdf>

(c) The GRANTEE shall include the substance of this Section 9, including this subsection, in all subcontracts.

(d) Nonenforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

P. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any Grantee receiving \$300,000 or more in CITY funding, in any program year, is required to obtain an independent audit of the CITY-funded program(s). Any GRANTEE receiving between \$25,000 and \$300,000 in CITY funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the Grant Manager within thirty days of their completion.

Q. SEVERABILITY. If any provision of this Grant Agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

R. INTEGRATION. This Grant Agreement contains the entire agreement between the CITY and GRANTEE and supersedes all prior written or oral discussions or agreements.

There are no oral or written understandings that vary or supplement the conditions of this Grant that are not contained herein.

- S. PROGRAM AND FISCAL MONITORING. The CITY shall monitor on an as needed basis to assure Grant Agreement compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Grant Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
- T. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this Grant Agreement. The Grant Agreement may only be enforced by the parties.
- U. ASSIGNMENT: This Grant Agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- V. The terms of this Grant Agreement shall be effective when an ordinance is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below, and shall remain in effect during any period for which GRANTEE has received CITY funds. Work by GRANTEE shall terminate as of December 31, 2010.

Dated this _____ day of _____, 2010.

CITY OF PORTLAND

GRANTEE

Name: Mayor Sam Adams
Title: Mayor, City of Portland

Name:
Title:

APPROVED AS TO FORM:

Linda Meng, City Attorney

Grant Agreement Appendix A
CITY OF PORTLAND
STREET LEVEL GANG OUTREACH GRANT

SEPTEMBER 1, 2010 – DECEMBER 31, 2010

EXPENDITURE CLASSIFICATION	# of FTE	Hourly Rate	# of Hours	@ Full Rate	Total
Outreach Worker	1	\$17	704	\$11,968.00	\$11,968.00
➤ Payroll Tax @ 13%	1			\$1555.84	\$1555.84
Total Personnel Services					\$13,523.84
Equipment / Expenses	#	Monthly Rate	# of Months	Per FTE	Total
Cell Phone Expense	1	\$40	4	\$160.00	\$160.00
Vehicle Mileage Expense	1	\$138	4	\$552.00	\$552.00
Total Worker Materials Expenses	1	\$178	4	\$712.00	\$712.00
Total Personnel Services / Worker Materials Expenses					\$14,235.84
Other Program / Administrative Expenses (see chargeable expenses defined below)					\$2,135.38
15% of the Total for Personnel Services / Worker Material Expenses					
TOTAL BUDGET					\$16,371.22

Note:

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

The indirect charges shall total no more than 15 percent of the total for Personnel Services / Workers Materials Expenses and shall be identified on the project budget as indirect charges.

A. Other Program Expenses

Expenses incurred in delivering the program that are not materials and supplies. These expenses may be indirect (e.g. rent for space in which program activities are conducted, utility expenses for program space or program staff offices, equipment leases for equipment used to create program materials). All expenses listed in this category must relate to program delivery.

B. Administrative Expenses

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

Awarded Grant Funds cannot be used for:

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