

GRANT AGREEMENT NO.

This is Grant Agreement ("Agreement") is between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and Portland Opportunities Industrialization Center, Inc. (OR "GRANTEE") in an amount not to exceed \$111,470. This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

RECITALS:

1. The City, through the Office of Youth Violence Prevention (OYVP), manages and oversees the Street Level Gang Outreach Program established in 2009. The program structure is based upon nationally recognized best practices acknowledged by the Office of Justice Programs, U.S. Department of Justice, Bureau of Justice Assistance (BJA).
2. In January 2015 the City and TriMet entered into an intergovernmental agreement (IGA) which allowed for TriMet funding of 2 additional Street Level Gang Outreach worker positions, to be managed by OYVP under the Street Level Gang Outreach Program.
3. The pilot project developed through the IGA will allow the OYVP to additionally bridge service to TriMet with the existing Street Level Gang Outreach Program.
4. The pilot project will provide a unique opportunity for the City and TriMet to jointly cooperate in providing increased resources to youth, maintain and promote safe, and respectful ridership on public transportation by providing intervention services.
5. This pilot project will principally deploy 2 Street Level Gang Outreach workers on the TriMet system between the Central Business District and Gresham (Cleveland Station) and elsewhere along the TriMet system as circumstances dictate per the direction of TriMet.
6. To expedite pilot program service delivery Portland Opportunities Industrialization Center Inc. (POIC) has been selected to receive grant funding for 2 street level gang outreach workers under the funding provisions and terms of this grant, due to excellence exhibited in in the areas of personnel management, record keeping, fiscal accounting and worker expertise while participating in the Street-Level Gang Outreach Program.
7. The timeline for grant funded expenditures (see Exhibit A, Budget) will be February 2015 through January 2016.

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

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

- A. The GRANTEE will provide the following street-level gang outreach services.

1. The GRANTEE shall provide 2 full-time employees for street-level gang outreach.
 - a. Principally deploy workers on the TriMet system between the Central Business District and Gresham (Cleveland Station) who may be subject to being redeployed elsewhere along the TriMet system as circumstances dictate per the direction of TriMet.
 - b. The street-level gang outreach workers shall be approved by the OYVP before the workers are employed under this grant. If the OYVP requests, the employee shall furnish a criminal background report to the OYVP.
 - c. If the OYVP does not approve the employee for hire under this Grant no funds may be expended on employing that individual.
- B. The GRANTEE's street-level gang outreach workers are expected to:
 1. Provide intervention services combined with communication to TriMet and City
 2. Provide referral information when necessary, and information regarding current TriMet campaigns
 3. Wear civilian clothing, with TriMet issued ID and lanyards.
 4. Provide flexibility/availability for overtime for special events.
 5. Work up to 250 hours in overtime as may be requested on a case-by-case basis by TriMet in its sole discretion.
- C. The GRANTEE's street-level gang outreach workers are mandated to attend the following and to be present for complete sessions, unless prior notification is received by OYVP and/or Tri-Met.
 1. Planning or training meetings, conducted, sponsored and/or hosted by Tri Met or OYVP.
- D. The GRANTEE street-level gang outreach worker is expected to work Tuesday through Saturday, 3 PM to 11 PM.
 1. Work hours may be adjusted with approval of Tri-Met and OYVP.
 2. Work days and or hours may be adjusted by TriMet based upon special circumstance or event.
- E. The GRANTEE shall notify OYVP of all personnel changes which include any of the following:
 1. Persons hired, terminated, on vacation, on sick leave, subject to jury duty, and all other changes effecting GRANTEE organization staff configuration.
 2. Staff availability for meetings and collaborative missions with partnering service agencies.
- F. The GRANTEE shall provide cell-phone numbers for all its employees employed under this Grant.

- G. The GRANTEE shall designate one point of contact that the TriMet, OYVP and/or the Police Bureau can call, and this contact person shall be able to deploy the workers / employees to locations as requested by the TriMet and / or the Portland Police Bureau.
- H. The GRANTEE shall provide 1 weekly activity report every 7 days to OYVP. The report shall contain all outreach worker service activity for the entire number of GRANTEE street-level outreach workers working in a 1 week period.
- I. The GRANTEE shall participate in monthly evaluations to be conducted by OYVP to review all Grant Agreement deliverables and listed mandatory actions.
- J. 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 publish results of their program and refer to the relationship with the City and the Tri-County Metropolitan Transportation District (TriMet) provided through this grant program.
 - 1. Nothing in this Agreement implies CITY's and TriMet's endorsement or support of the viewpoints expressed by GRANTEE. CITY and TriMet reserve the right to request GRANTEE clarify CITY's and TriMet's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: GRANTEE's authorized representative for this Agreement is Executive Director Joe McFerrin, 717 N. Killingsworth Ct., Portland OR 97217, jmcFerrin@portlandoic.org. 503-797-7241
- C. City Grant Manager: The Grant Manager for this Agreement is The Grant Manager for this Agreement is Tom Peavey, Policy Manager, Mayor's Office of Youth Violence Prevention, tom.peavey@portlandoregon.gov, 503-823-4180, or such other person as may be designated by CITY in writing.
- D. Billings/invoices/Payment: The Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this Agreement and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- E. Reports: GRANTEE will submit to the Grant Manager a report at the completion of all work, services or actions required of GRANTEE under this Agreement. The Final Report will include:
 - 1. GRANTEE will submit within required reports, a description of services and actions performed by GRANTEE, a description of services provided, including the type of information provided to persons receiving assistance and the outcome of provided assistance.
 - 2. CITY reserves the right to request additional documentation to support GRANTEE's expenditure of grant funds had complied with the Agreement and/or interim reports or information on the progress of work, services or actions required from GRANTEE.

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The amount for the Grant Agreement will not exceed \$103,842.00 for two full time Street Level Gang Outreach Workers' regular time worked. This amount is to be paid to the GRANTEE as four separate and equal advance payments. Additionally, payments in an amount of up to \$7,628.00 for actual overtime worked, as requested by TriMet, will be reimbursed to the GRANTEE after services are rendered and documentation of time worked is provided.
- B. The four advance payments to the GRANTEE will be made as follows: Upon the execution of this Grant Agreement, and after receipt of an invoice requesting advance payment by the GRANTOR from the GRANTEE, the GRANTOR shall make a cash advance for each quarter in amounts up to \$25,960.50 to the GRANTEE.
 - 1. GRANTEE shall then submit within fifteen days after the end of each month, required reports stated within this Grant Agreement, to include, a program cost invoice with an itemization of expenditures for the period of time in which the advance was rendered. Upon receipt of such reports, amounts utilized under this Agreement shall be charged against the aforementioned advance and any excess paid back to the GRANTEE within thirty days.
 - 2. GRANTEE shall then submit within fifteen days after the end of each month, required reports stated within this Grant Agreement, to include, a program cost invoice with an itemization of expenditures for the period of time in which the overtime was worked.
 - 3. GRANTOR shall reimburse within 15 days, overtime approved by TriMet, upon receipt of an invoice from the GRANTEE for actual overtime expenditures incurred.
- C. If for any reason GRANTEE receives a grant payment under this Agreement and does not use grant funds, provide required work or services or perform as required by the Agreement, then CITY may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid, require GRANTEE to immediately refund to CITY the amount improperly expended, return to CITY any unexpended grant funds received by GRANTEE, require GRANTEE to fully refund any or all grant funds received, or any combination thereof.
- D. Payments under this Agreement may be used only to provide the services or take the actions required under this Agreement and shall not be used for any other purpose.
- E. If applicable, GRANTEE will keep vendor receipts and evidence of payment for materials and services, time records, payment for program wages/salaries and benefits. All receipts and evidence of payments will be promptly made available to the Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process if this is a multi-year Agreement, or provided in support of the Final Report.

IV. GENERAL PROVISIONS

- A. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if GRANTEE uses grant funds outside of the scope of this Agreement, or if GRANTEE fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from CITY. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, GRANTEE shall commence cure within the thirty (30) days, notify CITY of GRANTEE's steps for cure and estimate time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.
- B. No Payment or Further Services Authorized During Cure Period. During the cure period, CITY is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement. GRANTEE shall not perform services or take actions that would require CITY to pay additional grant funds to GRANTEE. GRANTEE shall not spend unused grant funds and such unused funds shall be deemed held in trust for CITY. GRANTEE shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.
- C. Termination for Cause. Termination for cause based on GRANTEE's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30 day period unless a written extension of cure period is granted by CITY. GRANTEE shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Agreement shall, at the option of CITY, become the property of CITY; and GRANTEE may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
- D. Penalty for Termination for Cause. If this Agreement is terminated for cause, CITY, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to GRANTEE.
- E. Termination by Agreement or for Convenience of City. CITY and GRANTEE may terminate this Agreement at any time by mutual written agreement. Alternatively, CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, GRANTEE shall return any grant funds that would have been used to provide services after the effective date of termination. Unless the Parties agree otherwise, GRANTEE shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.
- F. Changes in Anticipated Services. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, CITY's payment of grant funds may be terminated, suspended or reduced. GRANTEE shall

immediately refund to CITY any unexpended grant funds received by GRANTEE.

- G. Amendment. The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.
- H. Non-discrimination; Civil Rights. In carrying out activities under this Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Actions shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by CITY setting for the provisions of this nondiscrimination clause. GRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. GRANTEE shall incorporate the foregoing requirements of this paragraph in all of other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.
- I. Maintenance of and Access to Records. GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services, for four (4) years after CITY makes final grant payment or the termination date of this Agreement, whichever is later. GRANTEE shall provide CITY prompt access to these records upon request and permit copying as CITY may require.
- J. Audit. CITY may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the four (4) year period established above. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.
- K. Indemnification. GRANTEE shall hold harmless, defend, and indemnify CITY and the Tri-County Metropolitan Transportation District (TriMet) and their directors, officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of GRANTEE and/or its contractors in the

performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.

- L. Insurance. GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.
1. Workers' Compensation Insurance. GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.
 2. Commercial General Liability Insurance: GRANTEE shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.
 3. Automobile Liability Insurance: GRANTEE shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.
 4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and the Tri-County Metropolitan Transportation District of Oregon (Tri-Met) and each of their respective bureaus/divisions, directors, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.
 5. Continuous Coverage; Notice of Cancellation: GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material

breach of the Agreement and shall be grounds for immediate termination of this Agreement.

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

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

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

V. TERM OF GRANT

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

This Grant Agreement and all work by GRANTEE shall terminate no later than January 31, 2016.

CITY OF PORTLAND

GRANTEE

Portland Opportunities Industrialization Center

Name: Charlie Hales

Title: Mayor

Date: _____

Name: Joe McFerrin

Title: Executive Director

Date: _____

Approved as to Form

City Attorney

CITY OF PORTLAND
GRANTEE: Portland Opportunities Industrialization Center, Inc.
TRI-MET STREET LEVEL GANG OUTREACH PILOT PROGRAM
APPENDIX A

FEBRUARY 2015 THROUGH JANUARY 2016

EXPENDITURE CLASSIFICATION	# of FTE	Hourly Rate	# of Hours	Total
Street Level Gang Outreach Workers	2	\$18	2088	\$75,168.00
• Payroll Tax @ 13%	2	\$18	2088	\$9,772.00
Total Personnel Services				\$84,940.00
Equipment / Expenses	#	Monthly Rate	# of Months	
Cell Phone Expense	2	\$40	12	\$960.00
Vehicle Mileage Expense	2	\$138	12	\$3,312.00
Total Materials & Services				\$4,272.00
Total Personnel Services / Worker Materials Expenses				\$89,212.00
Indirect Cost / Administrative Expense (see chargeable expenses defined below) 16.4% of Total for Personnel Services / Worker Material Expenses)				\$14,631.00
Total GRANTEE Budget (less overtime)				\$103,842.00
Worker Overtime	# of FTE	Hourly Rate	# of Hours	Total
Available only based upon Tri-Met request for additional work hours.	2	\$27	250	6,750.00
• Payroll Tax @ 13%				878.00
Total Overtime Budget				7,628.00
TOTAL PROGRAM BUDGET				111,470.00

Note:

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

The indirect charges shall total no more than 16.4 percent of the total for Personnel Services / Workers Materials Expenses and shall be identified on the project budget as indirect charges.

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.

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.

**INTERGOVERNMENTAL GRANT AGREEMENT
FOR STREET LEVEL GANG OUTREACH PILOT PROJECT**

This Intergovernmental Agreement ("Agreement") is entered into between the CITY OF PORTLAND, OREGON ("City") and the TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON (TriMet) in an amount not to exceed \$111,470. This Agreement may refer to the City and TriMet individually as a "Party" or jointly as the "Parties."

PURPOSE:

The purpose of this Agreement is to establish a pilot project between the City and TriMet to provide transportation specific street level gang outreach services.

RECITALS:

- A. The City Office of Youth Violence Prevention (OYVP), created on July 17, 2006, has a well-established street level gang outreach coordination effort and network that seeks to move beyond policing to attack the root causes of problems in neighborhoods.
- B. The OYVP goal for youth violence prevention is to prevent opportunities for violence to occur by connecting community and service providers dealing with at-risk youth and their families, with prevention education, policy and community organization support, and resource identification and funding.
- C. The City manages and oversees the Street Level Gang Outreach Program which offers personnel, administrative and operational support and which the City desires to provide for accomplishment of the purposes of this Agreement.
- D. The City and TriMet recognize that they have a unique opportunity to jointly cooperate in a pilot project to provide increased resources to youth, and maintain and promote safe and respectful ridership on public transportation by providing intervention services.
- E. This pilot project will allow the City's OYVP to bridge TriMet into its existing outreach program.
- F. The Parties have respective authority under ORS Chapter 190 to enter into this pilot project intergovernmental agreement.

THE PARTIES AGREE AS FOLLOWS:

I. TERM.

- A. This Agreement provides for a one-year pilot project as more fully described by the terms of this Agreement for the period of February 1, 2015 through January 31, 2016. The pilot project will be evaluated by both the City and TriMet for effectiveness after 10 months. Upon mutual agreement of the Parties, this Agreement may be amended to extend the project.

- B. This Agreement may be terminated at any time by mutual written agreement of the Parties or unilaterally by either Party for convenience upon 60 days' prior written notice. This Agreement also may be terminated by a Party for default upon 10 days written notice to the defaulting Party, after providing the other Party at least 10 ten days to cure the alleged breach. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

II. RESPONSIBILITIES OF THE CITY.

Pursuant to the above Recitals which are fully incorporated into this Agreement and in consideration of the funds provided to City by TriMet, the City agrees to perform the following actions and/or spend funds under this Agreement as follows:

- A. City will select and enter into a Grant Agreement with a qualified organization (Grantee) to fund two street level gang outreach workers (Workers) to provide service on or along the TriMet transit system at an annual cost of \$51,921 each. City will be responsible for administration of the Grant Agreement with Grantee. City will provide oversight of the Grantee's work under the Grant Agreement, and ensure that the Grantee's Workers comply with the following requirements which shall be set forth in the Grant Agreement:
 - a. Provide intervention, combined with communication to TriMet and City;
 - b. Provide referral information when necessary, and information regarding current TriMet campaigns;
 - c. Wear civilian clothing, with TriMet issued ID and lanyards;
 - d. Work Tuesday through Saturday, between the hours of 3 pm to 11 pm; unless days and or hours are adjusted based upon special circumstance or event.
 - e. Will principally be deployed on the TriMet system between the Central Business District and Gresham (Cleveland Station); may be redeployed elsewhere along the TriMet system as circumstances dictate.
 - f. Provide flexibility/availability for overtime for special events; and
 - g. Work up to 250 hours in overtime as may be requested on a case-by-case basis by TriMet in its sole discretion.
- B. City will provide weekly status and metric reports to TriMet.
- C. City's Grant Agreement with Grantee will incorporate all provisions necessary to effectuate the terms of this Agreement and applicable law.

III. RESPONSIBILITIES OF TRIMET.

- A. Provide grant funds to the City in the maximum amount of \$103,842 to fund the two Workers.
- B. Provide additional funds in the maximum amount of \$7,628 for overtime as may be requested by TriMet on a case-by-case basis.
- C. Provide the Workers with TriMet ID and lanyards for identification purposes.

- D. The Parties agree that TriMet shall not be responsible for any costs related to this Agreement except as provided in Section III (A) and (B), including but not limited to any insurance, benefits or other cost or expenses related to City's provision of the Workers. The Workers are not employees or agents of TriMet for any purpose, and are not due any benefits from TriMet.

IV. BUDGET.

The pilot project Budget shall be the not-to-exceed amount of \$111,470 for the following project costs:

- a. 2 Street Level Gang Outreach Workers (Workers) - $\$51,921 \times 2 = \$103,842$
- b. Overtime pay at \$27 per hour plus 13% payroll tax. Not more than 250 hours total of overtime for an estimated total cost of \$7,628.
- c. Overtime will be billed separately as approved by TriMet, and will not be included in the initial invoice for the workers.

V. BILLINGS / INVOICES / PAYMENTS.

The City will commence invoicing TriMet for actual services provided by the Workers after City Council authorization and full execution of this Agreement. The City's invoice terms are net 30. Billing for overtime will occur if/when overtime costs are actually incurred.

VI. TRANSACTIONS AND AMENDMENTS.

- A. The City Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase City's financial risk.
- B. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

VII. GENERAL.

- A. No Third Party Beneficiaries

The City and TriMet are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, or otherwise to third persons unless such third persons are individually identified by name as herein and expressly described as intended beneficiaries of the terms of this Agreement.

- B. Workers Compensation

- a. The City shall comply with ORS 656.017, which requires subject employers to provide workers compensation coverage for all their subject workers, except for employers that are exempt under ORS 656.126(2). City shall indemnify,

defend and hold harmless TriMet, its directors, officers, employees and agents from any loss, expenses, assessments, costs, claims or liability, including reasonable attorneys fees, resulting from failure of City, its subcontractors if any, or any employer working under this Agreement to provide workers compensation.

- b. The City's Grant Agreement with Grantee shall require that the Grantee comply with ORS 656.017 unless the Grantee is exempt under ORS 656.126(2).

City's Grant Agreement with Grantee shall require the Grantee to indemnify, defend and hold harmless TriMet, its directors, officers, employees and agents from any loss, expenses, assessments, costs, claims or liability, including reasonable attorneys fees, resulting from failure of Grantee, its subcontractors if any, or any employer working under this Agreement to provide workers compensation. City shall ensure Grantee's compliance with the foregoing obligation.

C. Indemnification

The City's Grant Agreement with Grantee shall require that Grantee shall defend, indemnify and save harmless the City and TriMet, and their respective directors, officers, agents and employees from and against all liability, suits and claims of any nature, including any loss, expenses and costs related thereto, arising out of or resulting from the acts or omissions of Grantee, its officers, employees, agents, and subcontractors under this Agreement. The Grant Agreement shall require that this obligation of Grantee hereunder shall survive termination or expiration of the Grant Agreement. City shall ensure Grantee's compliance with the foregoing obligations.

D. Insurance Requirements

The City shall require the Grantee to procure and maintain the insurance types and coverages and certificates of insurance set forth in this Paragraph D. The City shall include in its Grant Agreement with the Grantee the requirements of this Paragraph D, and shall incorporate appropriate provisions permitting City to enforce the Grantee's compliance with these requirements. City shall monitor the Grantee's continued compliance with the insurance requirements and not permit the Grantee to perform any work pertaining to this Agreement if the Grantee is not in compliance.

The City shall require the Grantee to obtain and maintain the following insurance in full force at its expense, throughout the duration of the Grant Agreement and any extension periods, the required insurance identified below. CITY may require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon public bodies during the term of this Agreement.

Workers' Compensation Insurance: GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656,

GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.

Commercial General Liability Insurance: GRANTEE shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

Automobile Liability Insurance: GRANTEE shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

Additional Insured: The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name (I) the City of Portland and its bureaus/divisions, and TriMet, and each of their respective directors, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

Continuous Coverage; Notice of Cancellation: GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non-renewal of coverage without thirty (30) days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.

Certificate(s) of Insurance: GRANTEE shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable endorsements, to CITY at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required

under this Agreement shall be obtained from insurance companies acceptable to CITY.

GRANTEE shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

The City shall ensure that the Grantee is compliance with these requirements, and shall indemnify, defend and hold harmless TriMet, its directors, officers, employees and agents from any loss, expenses, assessments, costs, claims or liability, including reasonable attorneys fees, resulting from failure of Grantee, its subcontractors if any, or any employer working under this Agreement to provide the required insurance

E. Compliance with Laws

- a. The Parties shall adhere to all applicable federal, state, and local statutes, regulations, rules, ordinances and policies including but not limited to those pertaining to nondiscrimination and equal employment opportunities.
- b. The Parties intend and agree that Grantee is an independent contractor and except for City's obligations as provided in this Agreement, is solely responsible for its performance as provided under this Agreement. The Parties will not deem Grantee's Workers, employees, agents, and subcontractors if any, to be employees or agents of TriMet or City for any purpose. Grantee will be responsible for all federal, state, and local taxes and fees applicable or arising out of this Agreement. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the Parties.

F. Authority

The representatives signing on behalf of the Parties certify and warrant that they are duly authorized by the Party for which they sign to enter into this Agreement.

G. Notices

All notices given under this Agreement shall be in writing and signed by the person serving the notice, and shall be sufficient if given in person, mailed postage pre-paid certified return receipt or telefaxed (with confirmation record) to the persons at the addresses designated below on the Parties' respective signature blocks, or to such other address as either party may notify the other of in writing. Any notice given personally or faxed (with confirmation record) shall be deemed to have been given on the day that it is personally delivered or telefaxed (with confirmation record), and if mailed three days after the date of the postmark of such mailing.

H. Integration and Modification

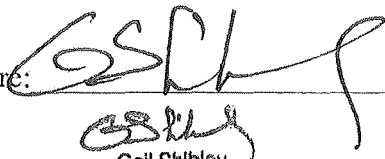
This Agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements. This Agreement may be modified only by written mutual agreement and signed by the Parties.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly appointed officers on the date/s written below.

CITY OF PORTLAND

TRIMET

Signature: _____



Name: _____

Gail Shibley
Chief of Staff
Mayor Charlie Hales

Title: _____

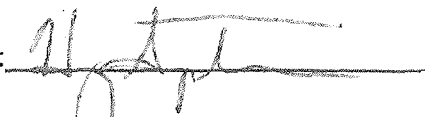
Date: _____

1/27/15

Address: _____

FAX: _____

Signature: _____



Name: _____

Harry J. Saporta

Title: _____

Executive Director, Safety & Security

Date: _____

1/28/15

Address: _____

1800 S.W. 1st Avenue, Suite 300
Portland, OR 97201

FAX: _____

503-462-7888

Approved as to Form

APPROVED AS TO FORM

City Attorney

CITY ATTORNEY

Approved as to Form

TriMet Legal Department