



PEDESTRIAN SAFETY MINI-GRANT

THIS AGREEMENT is made and entered into by and between the Oregon Impact, hereafter referred to as the Grantor, and Portland Police Bureau hereafter called the Agency.

RECITALS

1. Grantor and Agency agree that the principal purpose of this agreement is to conduct police pedestrian safety operations.
2. Definition: A police pedestrian safety operation is an intensive direct team law enforcement activity conducted at or near targeted pedestrian crossing locations within targeted time frames. The team generally will include an observer/recorder, a decoy pedestrian, and an adequate number of chase deputies to maximize the number of violator contacts. Although the primary focus of the operations are specific pedestrian-related violations, any observed safety related Vehicle Code violation may be addressed.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

TERMS OF AGREEMENT

1. Grantor wishes to retain the services of Agency to perform the work as outlined on Exhibit "A," attached hereto and by this reference made a part of this agreement. Payment for said services shall not exceed a maximum amount of \$5176.80 in federal funds.
2. The work is to begin upon execution of the agreement by all parties and be completed no later than September 15, 2015.

AGENCY OBLIGATIONS

1. Agency shall perform the work described on Exhibit A: Statement of Work

Agency shall submit reports and billings twice to the Grantor. The first is due no later than July 1, 2015. The last is due no later than September 15, 2015. *These bills must reflect 100% of the actual costs and work accomplished during the billing period.*

3. The only allowable charges under this agreement shall be to attend a pedestrian safety enforcement training (mileage, lodging and registration fees), to conduct police pedestrian safety operations and to run pedestrian safety diversion classes.



4. Agency shall not enter into any subcontracts for any of the work scheduled under this agreement without obtaining prior written approval from Grantor.

5. Agency agrees to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555, WHICH HEREBY ARE INCORPORATED BY REFERENCE. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the American with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. In addition the Agency agrees to comply with the requirements described on Exhibit B: FFY Agreements and Assurances.

6. Agency shall perform the service under this agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this agreement, including but not limited to PERS contributions, workers compensation, unemployment taxes and state and federal income tax withholdings.

7. Agency shall maintain all required records for three years after grantor makes final payments and all other pending matters are closed

GRANTOR OBLIGATIONS

1. In consideration for the services performed, Grantor agrees to pay Agency a maximum amount of \$5176.80. Grantor shall pay two billings received by Agency, if received by Grantor on or before the due dates for reporting (July 1st and September 15th).

2. Grantor certifies, at the time this agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this agreement within the limitations of Grantor's primary grant with Oregon Department of Transportation Safety Division and its current appropriation or limitation of current biennial budget.

GENERAL PROVISIONS

1. Agency, its subcontractors, if any are requested and approved, and all employers working under this agreement are subject employers under the Oregon Workers



Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

2. This agreement may be terminated by mutual written consent of both parties upon 30 days notice.

Grantor may terminate this agreement effective upon delivery of written notice to Agency, or at such later date as may be established by Grantor, under any of the following conditions, but not limited to these conditions.

- a. If Agency fails to provide services called for by this agreement within the time specified herein or any extension thereof.
- b. If Agency fails to perform any of the other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from Grantor fails to correct such failures within 10 days or such longer period as Grantor may authorize. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.
- c. If Grantor fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the agreement.

3. Agency acknowledges and agrees that Grantor, the Oregon Department of Transportation, Transportation Safety Division, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific 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 costs of copies is reimbursable by Grantor.

4. This agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Grantor to enforce any provision of this agreement shall not constitute a waiver by Grantor of that or any other provision.



IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

AGENCY

(the person signing this document and claim(s) cannot receive compensation from the grant)

GRANTOR

By _____

By _____

Janelle Lawrence

Signature _____

Signature _____

Date _____

Date _____

Agency Contact Information:**Grantor Contact Information:**

Name: _____

Title: _____

Department: _____

Address: _____

Phone: _____

Email: _____

Janelle Lawrence

Executive Director

Oregon Impact

PO Box 220010 Milwaukie OR 97269

503-303-4954

janelle@oregonimpact.org

APPROVED AS TO FORM

CITY ATTORNEY

For questions or assistance please contact:

Yvonne McNeil

Community Traffic Safety Program Coordinator

Oregon Impact

PO Box 220010 Milwaukie OR 97269

503-303-4954 X 105

yvonne@oregonimpact.org



Exhibit A: Statement of Work

Agency Obligations:

The following assignments will be performed during effective agreement dates:

1. Agency will send 1 officer to PSE Training in Eugene Oregon on Monday March 9, 2015. Reimbursement award for the PSE training is up to \$139.40.
2. Agency will conduct 5 operations each with a cost up to \$1035.36 each. The department will provide matching resources estimated at \$3052.00. All operations will be completed by Sept. 15, 2015.
3. Agency will submit claims and reports using Agency Mini-Grant Claim for Reimbursement and Activity Report Forms by the July 1, 2015 and September 15, 2015 deadlines. These reports provide summary information and data on project activities and accomplishments and detail on expenses and local matching support.
4. Agency will complete a final activity report including evaluation by September 15, 2015.