

**GRANT AGREEMENT NO.**

This Grant Agreement ("Agreement") is between the CITY OF PORTLAND, OREGON ("CITY" OR "CITY") and Portland Opportunities Industrialization Center, Inc. (OR "GRANTEE") in an amount not to exceed \$59,996. This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

RECITALS:

1. In February 2012, the Gang Impacted Family Team (GIFT) program was formed as a non-funded collaborative City, County and State services multi-disciplinary team. The team was created to provide support for youth and families to break intergenerational ties that perpetuate gang involvement and violence within the community.
2. In 2013 under City Ordinances 185927 and 186010 through a combination of State awarded and City grant funding the GIFT program has been provided with full time coordinator to ensure all involved agencies are aligned in process to adequately assist GIFT clients in an expedient manner.
3. In 2013 Portland Opportunities Industrialization Center (POIC), a local 501(c)(3), was chosen to provide the GIFT Coordinator Position based upon having specialized services available to gang impacted youth and families, and having previously worked in collaboration with GIFT stakeholder services.
4. From June 1, 2013 through June 30, 2015 City funding and grant management attached to the GIFT Coordinator position was provided by the Mayor's Office, Office of Youth Violence Prevention.
5. As of July, 1 2015 the GIFT Coordinator position is fully funded with a onetime General Fund appropriation specific to this program in the Portland Police Bureau FY 2015-16 General Fund Budget.
6. The amount of this grant is not to exceed \$59,996.
7. The grant agreement will be for a period of 1 year, from July 1, 2015 through June 30, 2016.
8. The timeline to complete all grant funded expenditures (see Exhibit A, GIFT Coordinator Budget) for funds received from the City of Portland for the purpose of providing a GIFT Coordinator position is July 1, 2015 through June 30, 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 service to the Gang Impacted Family Team (GIFT):

1. Hire 1 full-time employee to serve as the GIFT Coordinator.
2. The GIFT Coordinator shall be approved by the Portland Police Bureau (PPB) Tactical Operations Division (TOD) Gang Enforcement Team (GET) before the worker is employed under this grant.
3. If the PPB does not approve the employee for hire under this Grant no funds may be expended on employing that individual.
4. Administrative fiscal reporting of expenditures of all grant funding awarded by the grant agreement.
5. Expenses allowed under this Grant are indicated in Attachment A.

B. The GRANTEE's GIFT Coordinator is responsible to perform the following tasks:

1. Work with GIFT stakeholders to create a formally aligned system to ensure that GIFT clients receive appropriate service.
2. Serve as the single point of contact to provide quick response to GIFT clients, setting appropriate service schedules and conducting service assessments.
3. Assist in connecting gang impacted youth and families with assistance programming.
4. Coordinate the development of agreements between community agencies and law enforcement which support comprehensive anti-gang strategies.
5. Identify training needs, coordinate training related to best practices and assess learning and satisfaction.
6. Coordinate the development of program materials designed to assist in prevention and or the reduction of gang related activity.
7. To facilitate meetings with GIFT stakeholders to develop and improve policies or procedures.

C. The GRANTEE's GIFT Coordinator is mandated to attend the following and to be present for complete sessions, unless prior notification is received by PPB TOD GET:

1. GIFT stakeholder meetings.
 2. Gang Service Coordination Team meetings,
 3. Gang Violence Task Force meetings,
 4. Other planning or training meetings at the instruction of PPB TOD GET.
- D. The GRANTEE's GIFT Coordinator is expected to work Monday through Friday during regular business hours. The hours may be adjusted with approval of PPB TOD GET.
- E. The GRANTEE shall notify PPB TOD GET 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's GIFT Coordinator shall provide quarterly activity reports to PPB TOD GET. The reports shall contain the following information:
1. The number of unduplicated youth (to age 25 years) served.
 2. The number of programming materials developed to include:
 - i) Program overview
 - ii) Local service provider lists
 - iii) Client workbooks
 3. The number of planning activities undertaken during reporting period to include:
 - i) Meetings held
 - ii) Needs assessments undertaken
 4. Number and percentage of youth who offended or were arrested.
 5. Number and percentage of youth who re-offended.
 6. Number of youth who have exhibited an increase in school attendance.
 7. Number of youth who have exhibited an improvement in employment.
 8. Number and percent of program youth committed to a correctional facility.
 9. The accomplishments of the GIFT Coordinator.
 10. The goals accomplished within the GIFT Program facilitated by the GIFT Coordinator.
 11. Identification of problems or barriers if any.
 12. Description of the major activities planned beyond the reporting period.
- G. 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

1. Publicity: The GRANTEE is encouraged to publish results of their program and refer to the relationship with the City provided through this grant program.

- B. Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.

- C. 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

- D. City Grant Manager: The Grant Manager for this Agreement is Capt. Matt Wagenknecht, Tactical Operations Division, Portland Police Bureau Mathew.Wagenknecht@portlandoregon.gov, 503-823-4295, or such other person as may be designated by CITY in writing.

- E. The GRANTEE shall provide to the City within thirty (30) days following the end of the grant cycle (June 30, 2016) a final annual cost accounting, including:
 1. An itemization of expenditures for the fourth quarter period April – June 2016;
 2. An itemization of expenditures for the annual grant period;
 3. A final statement of revenues received from other sources, both City and Non-City, including purpose of funding, funding amount, and funding source; and
 4. A final aggregate (annual) of all required grant reporting criteria.

- F. 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.

- G. 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. All required reports will include the following statement:
 1. Description of services and actions performed by GRANTEE.
 2. Description of services provided, including the type of information provided to persons receiving assistance; and.
 3. The outcome of provided assistance.

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:
 1. Upon the execution of this grant, and after receipt of an invoice by the GRANTEE from the CITY, the CITY shall make a cash advance of \$14,999.00 to GRANTEE to be made payable up to 30 days after receipt of an invoice.
 2. A second cash advance equal to \$14,999.00 shall be made payable to the GRANTEE up to 30 days after the program cost invoice and required reports are received to cover the estimated costs of the first three months of operation (July – September 2015). Upon receipt by the CITY by the fifth working day of October 2015 of the 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.
 3. A third cash advance equal to \$14,999.00 shall be made payable to the GRANTEE up to 30 days after the program cost invoice and required reports are received to cover the estimated costs of the second three months of operation (October – December 2015). Upon receipt by the CITY by the fifth working day of January 2016 of the 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.
 4. A fourth and final cash advance equal to \$14,999.00 shall be made payable to the GRANTEE up to 30 days after the program cost invoice and required reports are received to cover the estimated costs of the third three months of operation (January – March 2016). Upon receipt by the CITY by the fifth working day of April 2016 of the 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.
- B. 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.
- C. 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.
- D. 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, save, and indemnify CITY, and its 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.

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 (1) the City of Portland and its bureaus/divisions, officers, agents and employees and 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.

- 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 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) year 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 June 30, 2016.

[Signatures on next page]

CITY OF PORTLAND

GRANTEE

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

Approved as to Form

City Attorney

Exhibit A

GRANTEE: PORTLAND OPPORTUNITIES INDUSTRIALIZATION CENTER, INC.
 GIFT Coordinator Budget
 JUNE 1, 2013 – MAY 31, 2014

| EXPENDITURE CLASSIFICATION | # of FTE | Hourly Rate | # of Hours | @ Full Rate | Total |
|---|----------|--------------|-------------|-------------|-------------|
| GIFT Coordinator | 1 | \$20 | 2088 | \$41,760.00 | \$41,760.00 |
| ➤ Payroll Tax @ 13% | 1 | \$20 | 2088 | \$5429.00 | \$5429.00 |
| Total Personnel Services | | | | | \$47,189.00 |
| Equipment / Expenses | # | Monthly Rate | # of Months | | |
| Cell Phone Expense | 1 | \$45 | 12 | \$540.00 | \$540.00 |
| Vehicle Mileage Expense | 1 | \$150 | 12 | \$1800.00 | \$1800.00 |
| Client Need or Event Expense | 1 | | | | \$2000.00 |
| Total Materials & Services | | | | | \$4340.00 |
| Total Personnel Services / Worker Materials Expenses | | | | | \$51,469.00 |
| Indirect Cost / Administrative Expense (see chargeable expenses defined below) 16.45% of Total for Personnel Services / Worker Material Expenses | | | | | \$8,467.00 |
| TOTAL BUDGET | | | | | \$59,996.00 |

Note:

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

The indirect charges shall total no more than 10.26 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.