

INTERGOVERNMENTAL AGREEMENT FOR
FUTURE CONNECT SCHOLARSHIP PROGRAM
BETWEEN THE CITY OF PORTLAND AND
PORTLAND COMMUNITY COLLEGE

This Intergovernmental Agreement is entered into between the City of Portland, Oregon, hereinafter referred to as CITY, and Portland Community College, hereinafter referred to as PCC, outlines the commitment of CITY, PCC, and, by accompanying Grant Agreement the Portland Community College Foundation, to implement the Future Connect Scholarship Program (the "Program").

RECITALS

- A. City Council approved the City of Portland Adopted Budget 2010-11, which included funds to institute a scholarship program for academically at-risk students; and
- B. On April 6, 2011 Council unanimously, approved Ordinance #184503 authorizing agreements and \$360,000 in funding from non-property tax general fund revenues to implement the Future Connect Scholarship Program for the 2011 Cohorts; and
- C. Portland Community College and the Portland Community College Foundation have agreed to leverage the City's support for a scholarship program to provide services as described within accompanying ATTACHMENT A: Scope of Work; and ATTACHMENT B: Budget; and
- D. Portland Community College has nationally recognized programming to support students to stay in school and complete a certificate or degree; and
- E. CITY intends to execute a separate Grant Agreement with the Portland Community College Foundation to act as the fiscal agent for the Program.

Therefore, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE I - SCOPE OF WORK AND BUDGET

CITY and PCC agree to implement the scholarship program described in ATTACHMENT A: Scope of Work and ATTACHMENT B: Budget here to, which by this reference is incorporated herein and made a part hereof. CITY will also execute a separate grant agreement, on mutually acceptable terms, with the Portland Community College Foundation to facilitate the transfer of funds to execute the Program.

ARTICLE II – AGREEMENT PERIOD

This Agreement shall become effective on the date of last signature through June 30, 2020, unless subsequent time extension, supplement, addition, continuation, or renewal is mutually agreed upon in writing between the parties or terminated earlier in accordance with the provisions hereof.

INTERGOVERNMENTAL AGREEMENT FOR
FUTURE CONNECT SCHOLARSHIP PROGRAM
BETWEEN THE CITY OF PORTLAND AND
PORTLAND COMMUNITY COLLEGE

ARTICLE III – PROJECT MANAGERS

CITY hereby appoints Craig Haynes to act as its Project Manager with regard to this Agreement:

CITY may, from time to time, designate another person to act as the City Project Manager and will inform PCC in writing of any change in Project Manager. PCC hereby appoints Josh Laurie to act as its Project Manager with regard to this Agreement: PCC may, from time to time, designate another person to act as the PCC Project Manager and will inform CITY in writing of any change in Project Manager.

ARTICLE IV- NOTICE

Any notice provided for under this Agreement shall be sufficient if in writing and delivered to the following addresses:

If to CITY:

Craig Haynes

Grants Management Division

Office of Management & Finance

1120 SW 5th Ave., Suite 1250

Portland, OR 97204

Craig.Haynes@portlandoregon.gov

If to PCC:

Josh Laurie

Program Manager

Future Connect

2305 SE 82nd Avenue

Portland, OR 97216

Josh.Laurie@pcc.edu

If to the Foundation:

Randy Zeller

Finance Manager

PCC Foundation

12000 SW 49th Avenue

Portland, OR 97219

Randy.Zeller@pcc.edu

ARTICLE V- PERFORMANCE/REPORTING REQUIREMENT

PCC is responsible for the performance of work and will provide a report on program activities, outcomes, and expenditures as stated in ATTACHMENT A, SCOPE OF WORK. PCC shall maintain fiscal records pertinent to this Agreement for at least three (3) years following completion of work under this Agreement. PCC shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, PCC shall maintain all other records pertinent to this Agreement in such a manner as to clearly document PCC's performance hereunder.

ARTICLE VI- GENERAL PROVISIONS

A. Relationship of the Parties.

Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be an employee, agent or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent,

INTERGOVERNMENTAL AGREEMENT FOR
FUTURE CONNECT SCHOLARSHIP PROGRAM
BETWEEN THE CITY OF PORTLAND AND
PORTLAND COMMUNITY COLLEGE

partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

B. Confidentiality

The parties agree to keep personally identifiable program applicant and student information confidential as required under the Family Educational Rights and Privacy Act ("FERPA") (20

U.S.C. § 1232g; 34 CFR Part 99). The parties may not share information about program applicants or students with anyone that does not have a legitimate educational interest or without consent of the applicant/student.

C. Contribution

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third-Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third-Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third-Party Claim. Either party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third-Party Claim.

With respect to a Third-Party Claim for which the State is jointly liable with the City (or would be if joined in the Third-Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the City in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the City on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the City on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third-Party Claim for which the City is jointly liable with the State (or would be if joined in the Third-Party Claim), the City shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the City on the one hand and of the State on the other hand in connection with the events which resulted in such expenses,

INTERGOVERNMENTAL AGREEMENT FOR
FUTURE CONNECT SCHOLARSHIP PROGRAM
BETWEEN THE CITY OF PORTLAND AND
PORTLAND COMMUNITY COLLEGE

judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the City on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The City's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

D. Inspection of Records

Each of the Parties shall have the right to inspect, at any reasonable time, such records in the possession, custody or control of the other Parties necessary for review of the other Parties'

obligations and its rights under this Agreement. The cost of such inspection shall be borne by the inspecting Party. This right does not extend to records privileged or otherwise exempt from disclosure under applicable law. Any party required under this Agreement to create or develop records must maintain those records for inspection pursuant to this Paragraph D.

E. Successors; No Assignment

The benefits conferred by this Agreement and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties. The rights and obligations of each Party under this Agreement may not be assigned in whole or in part without the prior written consent of the other Party.

F. Compliance with Laws

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any suit for enforcement 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 District of Oregon.

G. Amendments

This Agreement (including the attachments hereto) may only be amended by means of a writing signed by an authorized representative of each of the Parties hereto. No amendment to any provision of this Agreement shall be implied from any course of performance, any acquiescence by any Party, any failure of any Party to object to the other Parties' performance or failure to perform, or any failure or delay by any Party to enforce its rights hereunder.

H. Integration

This document constitutes the entire agreement between the Parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind. No course of dealing between the Parties and no usage of trade will be relevant to supplement any term used

INTERGOVERNMENTAL AGREEMENT FOR
FUTURE CONNECT SCHOLARSHIP PROGRAM
BETWEEN THE CITY OF PORTLAND AND
PORTLAND COMMUNITY COLLEGE

in this Agreement.

I. Interpretation of Agreement

This Agreement shall not be construed for or against any Party by reason of the authorship or alleged authorship of any provision. The paragraph headings contained in this Agreement are for ease of reference only and shall not be used in constructing or interpreting this Agreement.

J. Severability/Survivability

If any clause, sentence or portion of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law. All provisions concerning indemnity survive the termination of this Agreement for any cause.

K. Waivers

No waiver by any Party of any provision of this Agreement shall be of any force or effect unless in writing. Except as otherwise provided herein, no waiver made by a Party with respect to the performance, or manner or time thereof, or obligation of another Party or any condition inuring to its benefit under this Agreement shall be considered a waiver of any other rights of the Party making the waiver or a waiver by the other Parties not joining in such waiver, and no such waiver shall be construed to be a continuing waiver.

L. Headings

Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

M. No Third-Party Beneficiaries

The Parties intend that the rights, obligations and covenants in this Agreement shall be exclusively enforceable by the Parties. There are no third party beneficiaries to this Agreement, either express or implied.

N. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and such counterparts shall constitute one and the same instrument.

O. Termination

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In the event this Agreement is terminated for any reason during a college term for which scholarship or other program service commitments have been made to students pursuant to Attachment A, grant funds shall continue to be available to pay for these commitments to the end of the term of the college. Any right of reimbursement that the City may have against the PCC or the

INTERGOVERNMENTAL AGREEMENT FOR
FUTURE CONNECT SCHOLARSHIP PROGRAM
BETWEEN THE CITY OF PORTLAND AND
PORTLAND COMMUNITY COLLEGE

Portland Community College Foundation shall not include funds necessary to pay PCC's costs for these commitments to students.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

CITY OF PORTLAND

By: _____
Ted Wheeler
Mayor

Date: _____

PORTLAND COMMUNITY COLLEGE

By: Sylvia Kelley
Sylvia Kelley
PCC Executive Vice President

Date: 7-28-18

Approved as to Form:

By: Glenn Fudilore 8/17/18
City Attorney

INTERGOVERNMENTAL AGREEMENT FOR
FUTURE CONNECT SCHOLARSHIP PROGRAM
BETWEEN THE CITY OF PORTLAND AND
PORTLAND COMMUNITY COLLEGE

ATTACHMENT A

Scope of Work

Future Connect Scholarship Program @ Portland Community College

The City of Portland, by its authorization of funding and a subsequent agreement, is supporting an eighth cohort of 215 Multnomah County students (Cohort 2018) to participate in the Portland Community College (PCC) Future Connect Scholarship Program. For Future Connect Scholarship Program Students, PCC will provide tuition assistance and wrap-around student services designed to eliminate barriers to entering community college and help ensure success in obtaining a college degree/certificate or transferring to a 4-year college/university. The City of Portland will also support the Program's recruitment efforts throughout Multnomah County by serving 1,000 students in high school.

The future economic vitality and prosperity of our community depends on a well-educated and trained local workforce and on an increase in the number of Portland students enrolling and completing college. The Future Connect program aims to achieve the following objectives for participating students:

- Improved year-to-year retention
- Completion of a certificate or degree
- Successful entry to career-guided programs and opportunities such as internships, job shadows, part-time and full-time employment.

SECTION 1: DEFINITION AND PROGRAM MODEL

A. Program Scope

The Agreement covers scholarship recipients supported by the City who enter the Program during the 2018-19 academic year (2018 Cohort). It is intended that 215 students will be selected to participate in the Program and will be served for two (2) academic years. The Program will also provide outreach services to 1,000 high school students in Multnomah County during recruitment efforts.

B. Program Services

Financial Assistance: Financial assistance through the Program is meant to supplement, not supplant, other financial aid. It is expected that prospective Future Connect Scholars will apply for federal financial aid. Every student in the Program will receive a minimum of \$600 each year for the first two years in Future Connect

INTERGOVERNMENTAL AGREEMENT FOR
FUTURE CONNECT SCHOLARSHIP PROGRAM
BETWEEN THE CITY OF PORTLAND AND
PORTLAND COMMUNITY COLLEGE

Scholarship funding to support tuition, books and fees at PCC. Additional financial assistance may be provided for students with demonstrated need, with the amount determined on a case-by-case basis.

Student Services:

Every student in the Future Connect Program will receive:

- Contact from a PCC College Success Coach prior to enrolling at PCC for early advising and placement support
- Customized program and college orientation services to include a pre-summer transition program and one on one advising through summer
- Individualized academic advising each term with an assigned PCC College Success Coach
- Two tuition-free career guidance courses taught by program College Success Coaches
- Goal setting and career planning included in coursework and individual guidance sessions
- Monitoring of student progress toward goals
- Referral to career development services and employment resources
- Development of a transition plan during enrollment
- Access to a third, tuition free leadership course during spring term.

In addition, program students will also receive, as needed:

- Referrals to tutoring centers
- Assistance in setting up study groups
- Student leadership development and engagement opportunities
- Opportunities to participate in other enrichment events, such as trips to career fairs, informational interviews and peer tutoring
- Access to apply for paid and unpaid internship opportunities
- Support with transfer to four-year college or university
- Recognition of student progress along the way

c. Program Eligibility

To be eligible, an applicant must plan to enroll in PCC in the fall following completion of high school diploma or a GED from a school or program within Multnomah County. In addition, it is expected that students will meet the following eligibility requirements.

Tier 1: Priority for the Program will be given to students identified as "academic priority" who completed at least one (1) year of summer programming connected, but not limited, to Summer Works.

INTERGOVERNMENTAL AGREEMENT FOR
FUTURE CONNECT SCHOLARSHIP PROGRAM
BETWEEN THE CITY OF PORTLAND AND
PORTLAND COMMUNITY COLLEGE

Tier 2: On a space available basis, students who are low-income and/or first-generation college; will also be eligible for the Program.

Scholarship awards will be contingent upon placement into college courses, which allows students the ability to complete within the three-year window of attendance. PCC will support scholarship recipients who do not meet minimum test scores to include, but not limited to: early connection to college-wide resources, referral to culturally specific support program when necessary, referral to Project Degree Program [1], referral to ESOL supports, and referral to other existing supports.

If the number of eligible applications exceeds program capacity, the Selection Committee will identify sufficient number of scholarship recipients and create a rank-ordered waitlist of eligible applicants. If a scholarship applicant is later deemed ineligible or chooses not to enroll at PCC during the fall term, the scholarship will be made available to eligible students on the waitlist.

The City, PCC, and the Foundation may jointly make adjustments to the eligibility criteria if necessary.

D. Program Costs and Funding

As outlined in Attachment B: Future Connect Program Budget, the total funding necessary to serve the eighth cohort of 215 students (2018 Cohort) over the course of the two year program is \$1,075,000.

Each year of the program, PCC will submit audited financial statements within 30 days of completion to CITY. Any ending fund balances as a result of a variance between forecasted expenses as outlined in Attachment B and actual expenditures will be carried forward in the Future Connect Scholarship Program Fund. CITY may, at its discretion, reduce subsequent Program payments by an equal or lesser amount.

E. Program Outcomes

It is expected that students in the Program will attain the following outcomes.

Progression: 80% of actively enrolled students will complete 25 college credits during their first year in the program. 90% of actively enrolled students will complete 25 college credits during their second year in the program. 70% of program students will earn a cumulative grade point average of 2.0 or higher.

Career Connection: 95% of program students will participate in two or more career development activities within the first year. (Such activities could include completion of

INTERGOVERNMENTAL AGREEMENT FOR
FUTURE CONNECT SCHOLARSHIP PROGRAM
BETWEEN THE CITY OF PORTLAND AND
PORTLAND COMMUNITY COLLEGE

CG 130 course, participation in job fairs, job shadowing, or career mentoring; or completion of an internship; among others.)

Retention: 70% of program students will be retained in the Program from the first to second year (fall to fall).

Completion/Transfer: Within three (3) years, 50% of program students will complete a certificate or degree at PCC; or complete requisite courses and enter a competitive degree program at PCC or another community college (i.e., nursing, veterinary technology, graphic design); or complete requisite courses at PCC and transfer to another institution for degree completion.

SECTION 2: ROLES AND RESPONSIBILITIES

City of Portland

- Provide funding for the 2018-19 Program upon submission of an invoice from PCC Foundation.
- Collaborate with PCC to refine application and selection process.
- Collaborate with PCC and the Portland School District to recruit students for the Program.
- Promote the Program and collaborate with PCC and the PCC Foundation in additional fundraising for the Program to community and corporate leaders as well as the general public.
- Sponsor internships in BES and Water Bureaus annually for Future Connect Scholars pursuing a career pathway related to their bureaus.

The Foundation

- Work with PCC leadership to raise additional funds required for the Future Connect Program.
- Work with PCC to determine final number of students to be served, based on funds raised.
- Submit an invoice to the CITY to request City portion of the Program funds.
- Provide funds raised for the Program to PCC for program operations.
- Submit quarterly statement of fundraising activity related to the Program and annual audited financial statements of the PCC Foundation.

PCC

- Work with the PCC Foundation to raise additional funds for the Future Connect Program.
- Work with PCC Foundation to determine final number of students to be served,

INTERGOVERNMENTAL AGREEMENT FOR
FUTURE CONNECT SCHOLARSHIP PROGRAM
BETWEEN THE CITY OF PORTLAND AND
PORTLAND COMMUNITY COLLEGE

based on funds raised.

- Design program application and selection process; geographic equity will be a consideration in the selection process.
- Promote the Program to eligible students, including providing financial literacy outreach and other support to assist eligible students in applying for financial aid.
- Recruit students in the Program with support from the schools within Multnomah County and the City.
- Provide Program services to each student as described above.
- Share with City the aggregate data regarding student retention and success.
- Collect and maintain data on the number of students applying to the Program, number of students selected for the Program, student GPA and credit accumulation, student participation in activities, student retention, and student completion and transfer.
- Conduct annual surveys of students in the Program to assess program satisfaction and improvement options.
- Track Future Connect Program expenditures and submit an annual audited financial statement to CITY for each fiscal year the Program is in effect.
- Provide the PCC Foundation and the CITY with an annual report on program activities and outcomes for each year of the Program.
- Work with Foundation and the City on an annual basis to present the annual report to Portland City Council, highlighting Program activities and outcomes.

**GRANT AGREEMENT FOR
FUTURE CONNECT SCHOLARSHIP PROGRAM
BETWEEN THE CITY OF PORTLAND, PORTLAND COMMUNITY COLLEGE FOUNDATION AND
PORTLAND COMMUNITY COLLEGE**

GRANT AGREEMENT NO.

This Grant Agreement is entered into between the City of Portland, Oregon ("CITY" OR "GRANTOR") and Portland Community College Foundation ("PCC Foundation" OR "GRANTEE") and, by accompanying Intergovernmental Agreement Portland Community College ("PCC"), to implement the Future Connect Scholarship Program (the "Program") in an amount not to exceed \$577,204.

RECITALS:

Whereas, City Council approved the City of Portland Adopted Budget 2010-11, which included funds to institute a scholarship program for academically at-risk students; and

Whereas, on April 6, 2011, Council unanimously approved Ordinance #184503 authorizing agreements and \$360,000 in funding from non-property tax general fund revenues to implement the Future Connect Scholarship Program for the 2011 Cohort; and

Whereas, PCC and the PCC Foundation have agreed to leverage the City's support for a scholarship program to provide services as described in ATTACHMENT A: Scope of Work; and

Whereas, Portland Community College has nationally recognized programming to support students to stay in school and complete a certificate or degree; and

Whereas, CITY intends to execute a separate Intergovernmental Agreement with Portland Community College to execute the Program.

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/or spend grant funds in the following way:

- Work with CITY and Portland Community College (PCC) to implement the scholarship program described in ATTACHMENT A: Scope of Work.
- Work with PCC leadership to raise funds for the Program to leverage the amount of funds invested by CITY.
- Work with PCC and the CITY to determine final number of students to be served, based on funds raised.
- Manage Program funds consistent with program goals and funding restrictions.
- Provide funds raised for the Program to PCC for program operation.

**GRANT AGREEMENT FOR
FUTURE CONNECT SCHOLARSHIP PROGRAM
BETWEEN THE CITY OF PORTLAND, PORTLAND COMMUNITY COLLEGE FOUNDATION AND
PORTLAND COMMUNITY COLLEGE**

- Submit quarterly statement of fundraising activity and annual audited financial statements of the PCC Foundation.
- Work with PCC and the CITY to present an annual report to Portland City Council, highlighting program activities and outcomes.

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: GRANTEE will acknowledge CITY support in all Program materials, on grantee's website and in other venues as appropriate. GRANTEE will utilize the Future Connect logo in all Program materials.
- B. Records: GRANTEE will maintain all records for the program for at least three (3) years following completion of work under this Agreement, including reports on impact and achievements, documents produced for outreach or communications purposes, and financial records. 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.

Grant Manager: The Grant Manager for this grant is:

If to CITY
Craig Haynes
Grants Management
Office of Management and Finance
1120 SW 5th Ave, Suite 1250
Portland, OR 97204
P: 503.823.4306
E: Craig.Haynes@portlandoregon.gov

- C. Amendment: The Grant Manager is authorized to amend the terms and conditions of the grant 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 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.
- D. 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.
- E. Reports: GRANTEE will submit to the Grant Manager a report at the conclusion of the project. The Report will include:

**GRANT AGREEMENT FOR
FUTURE CONNECT SCHOLARSHIP PROGRAM
BETWEEN THE CITY OF PORTLAND, PORTLAND COMMUNITY COLLEGE FOUNDATION AND
PORTLAND COMMUNITY COLLEGE**

1. A summary of impact and achievements;
2. Appendices with any documents produced for outreach or communications purposes; and
3. A summary and description of grant expenditures.

III. PAYMENTS

- A. Upon presentation of an invoice, GRANTEE will receive its funding as follows: \$577,204 for the 2018 Cohort, Payment for the 2018 Cohort, will be made to the PCC Foundation within 30 days of approval of the grant by City Council. Subsequent payments may be made upon approval of the annual budget City Council.
- B. If Program expenditures are less than forecasted for the 2018 Cohort GRANTEE may carry ending fund balances forward and apply these funds toward Program expenditures for future cohorts.
- C. 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 require GRANTEE to immediately refund to the CITY the amount improperly expended or received by GRANTEE.
- D. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- 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 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

**GRANT AGREEMENT FOR
FUTURE CONNECT SCHOLARSHIP PROGRAM
BETWEEN THE CITY OF PORTLAND, PORTLAND COMMUNITY COLLEGE FOUNDATION AND
PORTLAND COMMUNITY COLLEGE**

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 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. **TERMINATION OF IGA BETWEEN THE CITY AND PCC** in the IGA between the City and PCC, there is a provision to terminate the agreement by either party upon a thirty (30) day written notice. Upon the termination of the IGA, the GRANTEE may have outstanding commitments made related to this grant for the students or PCC. Also, The GRANTEE and the CITY will deem the grant agreement terminated. The GRANTEE is only obligated to refund the remainder of the grant funds, if any, net of any outstanding commitments made at the time of termination.
- D. **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.
- E. **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 will work with the principal employer working under this agreement, PCC, to take actions to ensure 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.
- F. **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 three years after the CITY makes final payment and all other pending matters are closed.
- G. **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.

**GRANT AGREEMENT FOR
FUTURE CONNECT SCHOLARSHIP PROGRAM
BETWEEN THE CITY OF PORTLAND, PORTLAND COMMUNITY COLLEGE FOUNDATION AND
PORTLAND COMMUNITY COLLEGE**

- H. **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 F 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.
- I. **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. Further, subject to the Oregon Tort Claims Act, the CITY will defend and indemnify PCC Foundation from and against any claim that use of such funds violates the City Charter, Code, regulations or State Law.
- J. **WORKERS' COMPENSATION INSURANCE.**
1. GRANTEE, its contractors, if any, and all employers working under this 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. GRANTEE agrees to require all employers working under this agreement to maintain worker's compensation insurance coverage for the duration of this Agreement.
 2. In the event worker's compensation insurance coverage is due to expire during the term of this Agreement for any employers working under this agreement, GRANTEE agrees to require timely renewal of that 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.
- K. **LIABILITY INSURANCE.**
1. 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 \$2,000,000 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

**GRANT AGREEMENT FOR
FUTURE CONNECT SCHOLARSHIP PROGRAM
BETWEEN THE CITY OF PORTLAND, PORTLAND COMMUNITY COLLEGE FOUNDATION AND
PORTLAND COMMUNITY COLLEGE**

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.

2. 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.
- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement,

**GRANT AGREEMENT FOR
FUTURE CONNECT SCHOLARSHIP PROGRAM
BETWEEN THE CITY OF PORTLAND, PORTLAND COMMUNITY COLLEGE FOUNDATION AND
PORTLAND COMMUNITY COLLEGE**

GRANTEE shall comply with all applicable federal, state, and local laws and regulations.

- Q. **INDEPENDENT FINANCIAL AUDITS/REVIEWS.** Any GRANTEE receiving \$300,000 or more in CITY funding, in any program year, is required to obtain an annual independent audit of the GRANTEE. 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.
- R. **SEVERABILITY.** If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- S. **INTEGRATION.** This 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.
- T. **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 Grant 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.
- U. **THIRD PARTY BENEFICIARIES:** There are no third-party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.
- V. **ASSIGNMENT:** This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- W. **ELECTRONIC MEANS:** The parties agree the CITY and GRANTEE may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

V. TERM OF GRANT

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 through June 30, 2020, unless subsequent time extension, supplement, addition, continuation, or renewal is mutually agreed upon in writing between the parties, or terminated earlier in accordance with the provisions hereof.

**GRANT AGREEMENT FOR
FUTURE CONNECT SCHOLARSHIP PROGRAM
BETWEEN THE CITY OF PORTLAND, PORTLAND COMMUNITY COLLEGE FOUNDATION AND
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CITY OF PORTLAND

Name: Ted Wheeler

Title: Mayor

Date: _____

APPROVED AS TO FORM:

~~Glenn Fullilove~~ 8/17/18
City Attorney

GRANTEE

Susie LaSene

Name: Susie LaSene

Title: PCC Foundation, Board President

Date: July 27, 2018