

**FINANCIAL IMPACT STATEMENT
For Council Action Items**

(Deliver original to Financial Planning Division. Retain copy.)

1. Name of Initiator Reese Lord		2. Telephone No. 503-823-4027	3. Bureau/Office/Dept. Office of Mayor
4a. To be filed (date) April 6, 2011	4b. Calendar (Check One) Regular <input checked="" type="checkbox"/> Consent <input type="checkbox"/> 4/5ths <input type="checkbox"/>	5. Date Submitted to FPD Budget Analyst: March 23, 2011	

1) Legislation Title:

* Authorize an Intergovernmental Agreement with Portland Community College and a Grant Agreement with the Portland Community College Foundation providing \$360,000 to implement the Future Connect Scholarship program. (Ordinance)

2) Purpose of the Proposed Legislation:

The City of Portland and Portland Community College (PCC) agree to implement the Future Connect Scholarship program from September 2011 – June 2013. The program will provide 200 PCC students with tuition assistance and wrap-around student services designed to eliminate barriers to entering community college and obtaining a college degree or certificate or transferring to a 4-year college or university. Initial scholarships will be awarded to the students for July 2011-June 2012. These students will be eligible for subsequent awards for July 2012-June 2013.

3) Revenue:

Will this legislation generate or reduce current or future revenue coming to the City? If so, by how much? If new revenue is generated please identify the source.

This legislation does not impact revenues.

4) Expense:

What are the costs to the City as a result of this legislation? What is the source of funding for the expense? (Please include costs in the current fiscal year as well as costs in future years) (If the action is related to a grant or contract please include the local contribution or match required)

The cost to the City is \$360,000 for fiscal year 2010-11 to be used through June 2013. The funds for this expenditure reside in the City of Portland Adopted Budget 2010-11 as part of the Education Program funds in the Mayor's Office Budget (\$167,000), Future Connect Scholars Program Budget Note in the Bureau of Environmental Services (\$96,500) and Water Bureau's budget (\$96,500).

PCC and PCC Foundation will work to raise a dollar for dollar match of City funds for total revenues of \$720,000. The Mayor's Office, PCC and PCC Foundation will work to cover any funding gaps in the program.

Staffing Requirements:

5) Will any positions be created, eliminated or re-classified in the current year as a result of this legislation?

No.

6) Will positions be created or eliminated in future years as a result of this legislation?

No.

7) Change in Appropriations

No change in appropriations.

Mayor Sam Adams 

APPROPRIATION UNIT HEAD (Typed name and signature)

**INTERGOVERNMENTAL AGREEMENT FOR
FUTURE CONNECT SCHOLARSHIP PROGRAM
AMONG 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 the Portland Community College Foundation to implement the Future Connect Scholarship Program (the "Program") for the Class of 2011 cohort ("2011 Cohort").

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. The Portland Community College Foundation agreed to match the City's support for a scholarship program dollar for dollar; and
- C. Portland Community College has nationally recognized programming to support students to stay in school and complete a certificate or degree.

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

ARTICLE I - SCOPE OF WORK

CITY and PCC agree to implement the scholarship program described in ATTACHMENT A: Scope of Work here to, which by this reference is incorporated herein and made a part hereof. CITY will also execute a separate grant agreement 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, 2013, 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.

ARTICLE III – PROJECT MANAGERS

CITY hereby appoints Reese Lord 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 Pamela Blumenthal 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 addressee:

If to CITY

Reese Lord
Education Strategies Program Coordinator
City of Portland – Office of Mayor
1221 SW Fourth Avenue, Suite 340
Portland, OR 92704
reese.lord@portlandoregon.gov

If to PCC

Pamela Blumenthal
Interim Director
PCC Prep Alternative Programs
2305 SE 82nd Ave
Portland, OR 97216
pamela.blumenthal15@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, 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. Indemnification

To the extent permitted by Oregon Law (ORS 30.260 through 30.300 and the Oregon Constitution, Article XI, Section 7), CITY and PCC each agree to indemnify the other party against any liability for damage to life or property arising from the indemnitor's actions under this Agreement. Further, the CITY will defend and indemnify PCC from and against any claim that use of such funds violates the City Charter, Code, regulations or State Law. However, neither party shall be required to indemnify the other party for any such liability arising out of wrongful or negligent acts of employees or agents of the indemnitor. The obligations assumed hereunder shall survive the termination or expiration of this Agreement.

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 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.

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 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

PORTLAND COMMUNITY COLLEGE

By: _____
Mayor Sam Adams

By: _____
Preston Pulliams, President

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

By: *Brida Mung*
City Attorney

By: _____
PCC Legal Counsel

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”) to implement the Future Connect Scholarship Program (the “Program”) for the Class of 2011 cohort (“2011 Cohort”) in an amount not to exceed \$360,000.

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, the PCC Foundation agreed to match the City’s support for a scholarship program dollar for dollar; and

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

Whereas, CITY intends to execute a separate Intergovernmental Agreement with the 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 matching funds for the Program equal to 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 scholarship funds consistent with program goals and funding restrictions. Sewer and water funds are restricted by City Code and shall be used to support Direct Costs for students pursuing a career related to the Bureau of Environmental Services and Water Bureau.
- Provide funds raised for the Program to PCC for program operation.
- Submit quarterly statement of fundraising activity and annual audited financial statements detailing revenues and expenditures related to the Program.

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.

- 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.
- C. Grant Manager: The Grant Manager for this grant is:

Reese Lord
Education Strategies Program Coordinator
City of Portland – Office of Mayor
1221 SW Fourth Avenue, Suite 340
Portland, OR 92704
p: 503-380-6476
e: reese.lord@portlandoregon.gov
- D. 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.
- E. 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.
- F. Reports: GRANTEE will submit to the Grant Manager a report at the conclusion of the project. The Report will include:
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 including separate tracking for restricted ("Water and Sewer") and unrestricted ("City General Fund") funds.

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The \$360,000 payment will be made to PCC Foundation within 30 days of approval of the grant by City Council.
- B. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may require GRANTEE to immediately refund to the CITY the amount improperly expended or received by GRANTEE.
- C. 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.
- D. 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 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. **CHANGES.** The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.

- D. **NON-DISCRIMINATION.** In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by the CITY setting for the provisions of this nondiscrimination clause. GRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. GRANTEE shall incorporate the foregoing requirements of this paragraph in all of its Grant Agreements for work funded under this Grant Agreement, except Grant Agreements governed by Section 104 of Executive Order 11246.
- E. **ACCESS TO RECORDS.** GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for three years after the CITY makes final payment and all other pending matters are closed.
- F. **MAINTENANCE OF RECORDS.** GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder. GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.
- G. **AUDIT.** The CITY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the three year period established by Section G above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.
- H. **INDEMNIFICATION.** GRANTEE shall hold harmless, defend, and indemnify the CITY and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work or any of GRANTEE's contractors work under this Grant Agreement. Further, 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.
- I. **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. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.

2. In the event GRANTEE's worker's compensation insurance coverage is due to expire during the term of this Agreement, GRANTEE agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance a renewals of said insurance occur.

J. LIABILITY INSURANCE.

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

- K. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full

performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the CITY. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.

- L. INDEPENDENT STATUS OF GRANTEE. GRANTEE is independent of the CITY and GRANTEE and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. GRANTEE and its contractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- M. CONFLICTS OF INTEREST. No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. No CITY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.
- N. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- O. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the CITY of Portland in order to be eligible to receive grant funds.
- P. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any GRANTEE receiving \$300,000 or more in CITY funding, in any program year, is required to obtain an independent audit of the CITY-funded program(s). Any GRANTEE receiving between \$25,000 and \$300,000 in CITY funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the Grant Manager within thirty days of their completion.
- Q. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- R. INTEGRATION. This agreement contains the entire agreement between the CITY and GRANTEE and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Grant that are not contained herein.
- S. PROGRAM AND FISCAL MONITORING. The CITY shall monitor on an as needed basis to assure Grant Agreement compliance. Such monitoring may

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include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Grant Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.

- T. **THIRD PARTY BENEFICIARIES:** There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.
- U. **ASSIGNMENT:** This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- V. **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, 2013, 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.

CITY OF PORTLAND

GRANTEE


Name: Sam Adams
Title: Mayor

Name: Dan Ryan
Title: Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:



Linda Meng, City Attorney

ATTACHMENT A – SCOPE OF WORK

Future Connect Scholarship Program

From September 2011 - June 2013, the Future Connect Scholarship Program (the “Program”) will provide 200 Portland Community College students (“2011 Cohort”) with tuition assistance and wrap-around student services designed to eliminate barriers to entering community college and obtaining a college degree or certificate or transferring to a 4-year college or university.

VISION: Currently, only 1/3 of students that graduate high school in Multnomah County continue on to post-secondary education. Of those who do pursue further education, less than half eventually earn a certificate or degree. The City of Portland (“CITY”), Portland Community College (“PCC”), and the Portland Community College Foundation (“PCC Foundation”) are committed to work together to increase college access and completion by eliminating barriers to attending college while providing on-going support to help students once they get there.

OBJECTIVE: The economic vitality and prosperity of our community depends upon a dramatic increase in the number of young Portlanders enrolling and completing college. The Future Connect Scholarship program aims to achieve the following objectives among participating academic-priority students:

- Improved year-to-year retention
- Preparation for entry-level employment in the Bureau of Environmental Services and Water Bureaus
- Completion of a certificate or degree
- Successful entry into career-ladder employment

SECTION 1. DEFINITIONS & PROGRAM MODEL

A. 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 \$500 in Future Connect 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 Program will receive:

- Customized program and college orientation services
- Individualized academic advising each term via at least 2 face-to-face individual meetings with an assigned PCC Resource Specialist
- Two tuition-free career guidance courses taught by program Resource Specialists
- Goal setting and career planning included in coursework and individual guidance sessions

- Monitoring of student progress toward goals
- Referral to community support services
- Referral to career development services and employment resources
- Development of a transition plan at the completion of two years of program services

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

- Referral 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
- Support with transfer to four-year college or university
- Recognition of student progress along the way

B. Program Eligibility

It is the intention that 200 students will be selected to participate in the Program. All students must have a high school diploma or GED from a school/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 who participated in the Worksystems, Inc. SummerWorks program and enroll in PCC in the fall of 2011 following high school graduation or GED attainment within the previous year.

Tier 2: Students who are low-income and/or first-generation college; affiliated with a Summer Youth Connect partner program; and have minimum scores on an assessment test (to be determined by PCC) will also be eligible for the Program.

The CITY, PCC, and the PCC Foundation can jointly decide to make adjustments in the eligibility criteria if necessary.

C. Program Costs

Program Costs: As outlined in Attachment B: Future Connect Scholarship - Program Budget, the total funding necessary to serve 200 students in the Program from July 2011 - June 2013 as well as to support program start-up costs from March 2011- June 2011 is approximately \$846,000.

Direct Costs: For purposes of this agreement, "Direct Costs" are expenditures related to "Financial Assistance" and "Student Services" to scholarship recipients between July 1, 2011 and June 30, 2013 as described in Section 1. Part A "Program Services." As outlined in Attachment B: Future Connect Scholarship - Program Budget, these costs are forecasted to be \$744,328 for the 2011 Cohort.

Start-up Costs: For purposes of this agreement, "Start-up Costs" are expenditures occurring prior to July 1, 2011 that are necessary to develop and plan program services. Start-up costs include hiring requisite staff to be trained and ready for program execution in September 2011. As

outlined in Attachment B: Future Connect Scholarship - Program Budget, these costs are forecasted to be \$53,895.

Admin Costs: For purposes of this agreement, "Admin Costs" refer to reasonable charges to the Program to cover the cost of facilities, insurance, and other indirect administrative costs. As outlined in Attachment B: Future Connect Scholarship - Program Budget, these costs are capped at 6% of total Direct Costs.

D. Program Funding

Initial Funding: The CITY will provide \$360,000 in funding to the PCC Foundation for the Program from its FY 2010-11 budget. These funds are comprised of monies (\$167,000) from the City General Fund ("unrestricted") and monies (\$193,000) from the Bureau of Environmental Services (BES) and Water Bureau ("restricted") (herein "Water and Sewer" funds).

City General funds will be used to support one half of program start-up costs, in addition to Direct and Admin Costs. Water and Sewer funds are restricted by City charter, state and federal Law, and bond covenants, and these funds shall only be used to support Direct Costs for students who complete an internship (paid or unpaid) in BES or Water Bureau while enrolled in the Program. The parties to this Agreement will work collaboratively to identify appropriate coursework to prepare a portion of Future Connect Scholars to serve in internships in BES or Water Bureau AND to track expenditures for these students in accordance with restrictions above.

Match Funding: PCC and the PCC Foundation will work to raise an additional \$360,000 for the Program.

Additional Funding: It is expected that the Office of the Mayor Sam Adams will request additional City General Funds in the City's FY 2011-12 budget. A portion of these funds may be used to cover the gap between Program Costs for the 2011 Cohort and Initial Funding plus Match Funding. PCC and the PCC Foundation will work to match any additional "gap" funding in FY 2012-13.

If the CITY does not appropriate adequate funds in its 2011-12 budget cycle, the CITY, PCC and the PCC Foundation will assess the funding available from the CITY and funds raised by PCC/PCC Foundation (and any restrictions placed on the use of funds) and determine how many students can be served in Fall 2011. The goal is to serve a minimum of 200 students in the 2011 Cohort.

E. Program Outcomes

It is expected that the 2011 Cohort in the Program will attain the following outcomes.

Progression: For the 2011-12 academic year, 80% of actively enrolled students will complete 25 college credits. For the 2012-13 academic year, 90% of actively enrolled students will complete 25 college credits.

Career Connection: 95% of program students will participate in two or more career development activities each year. (Such activities could include completion of 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 Fall 2011 to Fall 2012 with a GPA of 2.8 or higher.

Completion/Transfer: 50% of program students will complete a certificate or degree or transfer to another institution within 3 years.

SECTION 2. ROLES AND RESPONSIBILITIES

City of Portland:

- Provide \$360,000 in initial funding for the Program to the PCC Foundation by April 30, 2011.
- Sponsor up to twenty internships in BES and Water Bureaus for Future Connect Scholars pursuing a career pathway related to these bureaus.
- Promote the Program to eligible students, including providing outreach and other support to assist eligible students in applying for financial aid.
- Promote the Program to community and corporate leaders, as well as the general public
- Provide career exploration and career development opportunities to program students, including opportunities connected to BES and the Water Bureau.
- Work with PCC to determine how Water and Sewer funds can be used.
- Collaborate with PCC and the PCC Foundation in additional fundraising for the Program.
- Work with PCC and the PCC Foundation to determine final number of students to be served, based on funds raised.

Portland Community College Foundation:

- Work with PCC leadership to raise \$360,000 matching funds for the Program.
- Work with PCC and the CITY to determine final number of students to be served, based on funds raised.
- Provide funds raised for the Program to PCC for program operation.

Portland Community College:

- Work with the PCC Foundation to raise \$360,000 matching funds for the Program.
- Work with PCC Foundation and the CITY to determine final number of students to be served, based on funds raised.
- Design program application and selection process, in consultation with the CITY. Geographic equity will be a consideration in the selection process.
- Recruit students for the Program, with support from the CITY, Worksystems, inc, and other organizations and programs.

- Provide program services described above.
- 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 expenditures from CITY General Fund (“unrestricted funds”) and BES/Water Fund (“restricted funds”) separately
- Provide the PCC Foundation and the CITY with a report on program activities, outcomes, and expenditures for the fiscal years ending June 2011, June 2012 and June 2013.

ATTACHMENT B: Future Connect Scholarship - Program Budget				
Assumes 200 students				
80 per resource specialist & 40 for manager				
	Start Up -Feb '11 - June '11	Year 1- July 2011 - June 2012	Year 2- July 2012 - June 2013	
Direct Personnel Services				
PCC Prep Director (5%)		3,991	3,991	Director to supervise Manager and oversee program/college needs
Program Manager	27,485	65,963	65,963	Manager, will have caseload of students and support program development and supervise RSs. To be hired in February 2011
Student Resource Specialists (AP 3 2 @.8)	9,797	71,950	71,950	Resource Specialist (RS)(32 hrs per week) M-Th. Support students through advising, counseling, mentoring 1 to start in April, one in July
PT faculty costs for RS teaching CG classes (4 per term)		17,653	17,653	Resource Specialists will be teaching CG (Career/Guidance Courses) that will be tuition free to FC Scholars. RSs get an instructional stipend to do this.
Contracts Coordinator - (Casual.25)	3,515	8,617	8,617	Contracts Coordinator develops, monitors and implements contracts and budgets. General office duties as well supporting student needs and support of personnel.
Total Salaries	40,796	168,174	168,174	
Personnel Benefits				
PCC Prep Director (5%)		1,001	1,001	
Program Manager	6,892	16,541	16,541	
Student Resource Specialists (2)	2,439	28,018	28,018	
Contracts Coordinator (.25)	318	780	780	
Total Personnel Benefits	9,649	46,340	46,340	
Materials Supplies and Services				
Operational Supplies	1,000	7,000	7,000	office supplies, food for events, new student orientation
Lab Supplies (books)	250	350	350	for CG instructors
Postage	500	300	300	
Miscellaneous - Student Enrichment/ Emergency Fund		8,000	8,000	to help students with emergency situations to keep them in school: food, housing, clothing, books, bus tickets
Staff Mileage	250	700	700	RSs will be travelling between campuses to provide support to students
Staff Conferences Meetings in district	250	300	300	
Printing	1,200	1,000	1,000	brochures and other printed materials
Total M,S,&S	3,450	17,650	17,650	
Total Student Services Costs	53,895	232,164	232,164	
Financial Assistance				
Student Scholarships		140,000	140,000	
Total Direct Costs	53,895	372,164	372,164	
Indirect @ 6% of Budget	3,234	22,330	22,330	actual PCC indirect rate is over 30%. PCC is waiving the difference for FC.
Total Program Costs	57,129	394,494	394,494	
Grand Total for Class of 2011 Cohort	846,117			

ORDINANCE No.

* Authorize an Intergovernmental Agreement with Portland Community College and a grant agreement with the Portland Community College Foundation to provide \$360,000 to implement the Future Connect Scholarship program. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The City of Portland's future economic and social well-being are dependent upon more students graduating from high school and pursuing further education; and
2. Only 56.4% of local students currently graduate high school on time and less than half of graduates go on to college; and
3. Only 56.6% of students who enroll in a four-year university and 25.1% of students who enroll in a two-year university earn a degree; and
4. City Council supported allocation of \$167,000 in General Funds and \$332,000 in sewer and water funds in the 2010-11 Adopted Budget to institute a scholarship program for academically at-risk students; and
5. The Portland Community College Foundation agreed to match the City's support for a scholarship program dollar for dollar; and
6. Portland Community College has nationally recognized programming to support students to stay in school and complete a certificate or degree.

NOW, THEREFORE, the Council directs:

- a. The Mayor and Auditor are hereby authorized to enter into an Intergovernmental Agreement with Portland Community College in a form substantially in accordance with the intergovernmental agreement attached as Exhibit A.
- b. The Mayor and Auditor are hereby authorized to enter into a Grant Agreement with Portland Community College Foundation in a form substantially in accordance with the grant agreement attached as Exhibit B at a cost not to exceed \$360,000.
- c. The Mayor and Auditor are hereby authorized to draw and deliver payment chargeable to the Fiscal Year 2010-11 Adopted Budget.

Section 2. The Council declares that an emergency exists because scholarships are set to be awarded in May prior to the end of the current school; therefore this ordinance shall be in full force and effect from and after its passage by Council.

Passed by the Council:

Mayor Sam Adams

Prepared by: Reese Lord

Date Prepared: March 23, 2011

LaVonne Griffin-Valade

Auditor of the City of Portland



By

Deputy

Agenda No.
ORDINANCE NO.

Title

* Authorize an Intergovernmental Agreement with Portland Community College and a Grant Agreement with the Portland Community College Foundation providing \$360,000 to implement the Future Connect Scholarship program. (Ordinance)

INTRODUCED BY Commissioner/Auditor: Mayor Sam Adams	CLERK USE: DATE FILED APR 01 2011
COMMISSIONER APPROVAL	LaVonne Griffin-Valade Auditor of the City of Portland
Mayor—Finance and Administration - Adams	
Position 1/Utilities - Fritz	By:  Deputy
Position 2/Works - Fish	
Position 3/Affairs - Saltzman	
Position 4/Safety - Leonard	
BUREAU APPROVAL	ACTION TAKEN:
Bureau: Office of the Mayor Bureau Head:	
Prepared by: Reese Lord Date Prepared: March 23, 2011	
Financial Impact Statement Completed <input checked="" type="checkbox"/> Amends Budget <input type="checkbox"/> Not Required <input type="checkbox"/>	
Portland Policy Document If "Yes" requires City Policy paragraph stated in document. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Council Meeting Date April 6, 2011	
City Attorney Approval 	

AGENDA
TIME CERTAIN <input type="checkbox"/> Start time: _____ Total amount of time needed: _____ (for presentation, testimony and discussion)
CONSENT <input type="checkbox"/>
REGULAR <input checked="" type="checkbox"/> Total amount of time needed: _____ (for presentation, testimony and discussion)

FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:	
	YEAS	NAYS
1. Fritz	1. Fritz	
2. Fish	2. Fish	
3. Saltzman	3. Saltzman	
4. Leonard	4. Leonard	
Adams	Adams	