

Portland, Oregon

## FINANCIAL IMPACT and PUBLIC INVOLVEMENT STATEMENT For Council Action Items

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

1. Name of Initiator Maggie Williams		2. Telephone No. 503-823-5415	3. Bureau/Office/Dept. Office of the Mayor
4a. To be filed (date):  May 23, 2012	4b. Calendar (Check One)  <div style="display: flex; justify-content: space-around;"> <span>Regular <input type="checkbox"/></span> <span>Consent <input checked="" type="checkbox"/></span> <span>4/5ths <input type="checkbox"/></span> </div>		5. Date Submitted to Commissioner's office and FPD Budget Analyst: May 23, 2012
6a. Financial Impact Section: <input checked="" type="checkbox"/> Financial impact section completed		6b. Public Involvement Section: <input checked="" type="checkbox"/> Public involvement section completed	

### 1) Legislation Title:

\* Authorize an Intergovernmental Agreement with Mount Hood Community College and a Grant Agreement with the Mount Hood Community College Foundation providing \$156,000 to implement the Future Connect Scholarship program. (Ordinance)

### 2) Purpose of the Proposed Legislation:

The City of Portland and Mount Hood Community College (MHCC) agree to implement the Future Connect Scholarship program from September 2012 – June 2014. The program will provide up to 20 MHCC 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 2012-June 2013. These students will be eligible for subsequent awards for July 2013-June 2014.

### 3) Which area(s) of the city are affected by this Council item? (Check all that apply—areas are based on formal neighborhood coalition boundaries?)

- |   |                                    |                                    |                                |
|---|------------------------------------|------------------------------------|--------------------------------|
| <input checked="" type="checkbox"/> City-wide/Regional                | <input type="checkbox"/> Northeast | <input type="checkbox"/> Northwest | <input type="checkbox"/> North |
| <input type="checkbox"/> Central Northeast                            | <input type="checkbox"/> Southeast | <input type="checkbox"/> Southwest | <input type="checkbox"/> East  |
| <input type="checkbox"/> Central City                                 |                                    |                                    |                                |
| <input checked="" type="checkbox"/> Internal City Government Services |                                    |                                    |                                |

## FINANCIAL IMPACT

### 4) Revenue: Will this legislation generate or reduce current or future revenue coming to the City? If so, by how much? If so, please identify the source.

This legislation will not affect revenues.

### 5) Expense: What are the costs to the City related to 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. If there is a project estimate, please identify the **level of confidence**.)*

The cost to the City is \$156,000 for fiscal year 2011-12 to be used through June 2014. The funds for this expenditure reside in the City of Portland Adopted Budget 2011-12.

MHCC and MHCC Foundation will work to raise a dollar for dollar match of City funds for total revenues of \$156,000. The Mayor's Office, MHCC and MHCC Foundation will work to cover any funding gaps in the program.

**6) Staffing Requirements:**

- **Will any positions be created, eliminated or re-classified in the current year as a result of this legislation?** *(If new positions are created please include whether they will be part-time, full-time, limited term, or permanent positions. If the position is limited term please indicate the end of the term.)*

No positions will be created or eliminated this year as a result of this legislation.

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

No positions will be created or eliminated in future years as a result of this legislation.

*(Complete the following section only if an amendment to the budget is proposed.)*

**7) Change in Appropriations** *(If the accompanying ordinance amends the budget please reflect the dollar amount to be appropriated by this legislation. Include the appropriate cost elements that are to be loaded by accounting. Indicate "new" in Fund Center column if new center needs to be created. Use additional space if needed.)*

Fund	Fund Center	Commitment Item	Functional Area	Funded Program	Grant	Sponsored Program	Amount

**[Proceed to Public Involvement Section — REQUIRED as of July 1, 2011]**

## PUBLIC INVOLVEMENT

**8) Was public involvement included in the development of this Council item (e.g. ordinance, resolution, or report)? Please check the appropriate box below:**

- ☒ **YES:** Please proceed to Question #9.  
☐ **NO:** Please, explain why below; and proceed to Question #10.

There was low potential for controversy in this legislation; this is an expansion of a previously-established scholarship program to provide opportunities to Portland-area youth to attend college, using funds that were already allocated for that purpose.

**9) If “YES,” please answer the following questions:**

- a) What impacts are anticipated in the community from this proposed Council item?
- b) Which community and business groups, under-represented groups, organizations, external government entities, and other interested parties were involved in this effort, and when and how were they involved?
- c) How did public involvement shape the outcome of this Council item?
- d) Who designed and implemented the public involvement related to this Council item?
- e) Primary contact for more information on this public involvement process (name, title, phone, email):

**10) Is any future public involvement anticipated or necessary for this Council item? Please describe why or why not.**

No future public involvement is anticipated

Mayor Sam Adams

BUREAU DIRECTOR (Typed name and signature)

## **GRANT AGREEMENT NO.**

This is Grant Agreement between the CITY OF PORTLAND, OREGON (“CITY” OR “GRANTOR” and Mount Hood Community College Foundation (“MHCC Foundation” OR “GRANTEE”) and, by accompanying Intergovernmental Agreement Mount Hood Community College (“MHCC”), to implement the Future Connect Scholarship Program (the “Program”) in an amount not to exceed \$156,000.

### **RECITALS:**

Whereas, City Council approved the City of Portland Adopted Budget 2010-2011, which included ongoing 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 to implement the Future Connect Scholarship Program at Portland Community College beginning in September 2011; and

Whereas, MHCC and the MHCC Foundation have agreed to work to match the City’s support for a scholarship program dollar for dollar; and

Whereas, CITY intends to execute a separate Intergovernmental Agreement with Mount Hood 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 Mount Hood Community College (MHCC) to implement the scholarship program described in ATTACHMENT A: Scope of Work.
- Work with MHCC leadership to raise matching funds for the Program equal to the amount of funds invested by CITY.
- Work with MHCC 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 MHCC for program operation.
- Submit quarterly statements of fundraising activity related to the Program and annual audited financial statements of the MHCC Foundation.
- Work with MHCC 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 with each cohort 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  
  
Kali Thorne Ladd  
Education Strategies Director  
City of Portland – Office of the Mayor  
1221 SW Fourth Avenue, Suite 340  
Portland, OR 97204  
P: 503-823-1123  
E: kali.ladd@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 grand expenditures.

### **III. PAYMENTS**

- A. Upon presentation of an invoice, GRANTEE will receive its funding as follows: \$52,000 by June 30, 2012 for the 2012 Cohort, \$52,000 by June 30, 2013 for the 2013 Cohort, and \$52,000 by June 30, 2014 for the 2014 Cohort. Payment for the 2012 Cohort will be made to MHCC Foundation within 30 days of approval of the annual budget by City Council.
- B. If Program expenditures are less than forecasted for the 2012 Cohort or the 2013 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, at its option terminate, reduce or suspend any grant funds that have not been paid and may, at its option, 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.

## **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. **TERMINATION OF IGA BETWEEN THE CITY AND MHCC.** In the IGA between the City and MHCC, 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 MHCC. 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. The CITY Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.
- 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 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.
- 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 four 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 three years from the date of completion or termination of this Grant Agreement.
- 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 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.
- I. **INDEMNIFICATION.**

Subject to the Oregon Tort Claims Act (ORS 30.260 through 30.300 and the Oregon

Constitution, Article XI, Section 9), MHCC shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of MHCC and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.

Subject to the Oregon Tort Claims Act (ORS 30.260 through 30.300 and the Oregon Constitution, Article XI, Section 9), City shall hold harmless, defend, and indemnify MHCC, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of City and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement

#### 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 \$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.
- 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, 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 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.

- 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 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.
- 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.

#### **X. 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, 2016, 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:  
Title: MHCC Foundation, Board Chair

#### **APPROVED AS TO FORM:**

\_\_\_\_\_  
James H. Van Dyke, City Attorney



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

This Intergovernmental Agreement is entered into between the City of Portland, Oregon, hereinafter referred to as CITY, and Mount Hood Community College, hereinafter referred to as MHCC, outlines the commitment of CITY, MHCC, and, by accompanying Grant Agreement the Mount Hood 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 ongoing 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 Cohort; and
- C. Mount Hood Community College and the Mount Hood Community College Foundation have agreed to work to match the City's support for a scholarship program dollar for dollar; and
- E. CITY intends to execute a separate Grant Agreement with the Mount Hood 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**

CITY and MHCC 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 Mount Hood 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, 2014, 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 Kali Thorne Ladd 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 MHCC in writing of any change in Project Manager.  
MHCC hereby appoints Sydney Eustrom to act as its Project Manager with regard to this Agreement: MHCC may, from time to time, designate another person to act as the MHCC 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

Kali Thorne Ladd  
Education Strategies Director  
City of Portland – Office of Mayor  
1221 SW Fourth Avenue, Suite 340  
Portland, OR 92704  
kali.ladd@portlandoregon.gov

If to MHCC

Sydney Eustrom  
Manager of Outreach & High School Programs  
Mount Hood Community College  
26000 S.E. Stark St.  
Gresham, Oregon 97030  
Sydney.Eustrom@mhcc.edu

#### **ARTICLE V- PERFORMANCE/REPORTING REQUIREMENT**

MHCC 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. MHCC shall maintain fiscal records pertinent to this Agreement for at least three (3) years following completion of work under this Agreement. MHCC shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, MHCC shall maintain all other records pertinent to this Agreement in such a manner as to clearly document MHCC'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**

Subject to the Oregon Tort Claims Act (ORS 30.260 through 30.300 and the Oregon Constitution, Article XI, Section 9), MHCC shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of MHCC and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.

Subject to the Oregon Tort Claims Act (ORS 30.260 through 30.300 and the Oregon Constitution, Article XI, Section 9), City shall hold harmless, defend, and indemnify MHCC, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of City and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination 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. The Mayor or the Mayor's designee is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.

#### **H. 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.

**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 MHCC or the MHCC Foundation shall not include funds necessary to pay MHCC'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**

**MOUNT HOOD COMMUNITY  
COLLEGE**

By: \_\_\_\_\_  
Mayor Sam Adams

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

By: \_\_\_\_\_  
James H Van Dyke, City Attorney

By: \_\_\_\_\_  
MHCC Legal Counsel

## **ATTACHMENT A – SCOPE OF WORK**

### **Future Connect Scholarship Program @ Mount Hood Community College**

From September 2012 - June 2015, the Future Connect Scholarship Program (the “Program”) will provide up to 20 Mount Hood Community College 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.

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”), Mount Hood Community College (“MHCC”), and the Mount Hood Community College Foundation (“MHCC 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 students:

- Improved year-to-year retention
- Completion of a certificate or degree or transfer to a 4-year institution
- Successful entry into career-ladder employment, including within City Bureaus

## **SECTION 1. DEFINITIONS & PROGRAM MODEL**

### **A. Program Scope**

This agreement covers scholarship recipients supported by the City who enter the Program during the 2012-13, 2013-14 and 2014-15 academic years (“2012 Cohort”, “2013 Cohort” and (“2014 Cohort”). It is the intention that up to 20 Multnomah County students will be selected to participate in the Program each year and will be served through completion of a certificate or degree.

### **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 \$500 in Future Connect Scholarship funding to support tuition, books and fees at MHCC. 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:

- Contact from a MHCC College Success Coach prior to enrolling at MHCC to arrange for Accuplacer tests and other MHCC placement testing
- Customized program and college orientation services to include a summer transition program
- Individualized academic advising each term via at least 2 face-to-face individual meetings with an assigned MHCC 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 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

### **C. Program Eligibility**

To be eligible, an applicant must plan to enroll in MHCC 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 the applicant will meet the following eligibility requirements.

#### **2012 Cohort**

Tier 1: Priority for the Program will be given to students who participated in the Worksystems, Inc. SummerWorks program.

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

Tier 3: If Tier 1 and Tier 2 applicants are less than 90% program capacity as of June 30, 2012 (i.e. 18 applicants for Cohort 2012), MHCC may identify a pool of students (Tier 3) who are low-income and/or first generation college students who have recently completed a high school diploma or GED from a school or program in Multnomah County. These students will be offered a Future Connect Scholarship on a space available basis until program capacity is reached or 2 additional scholarships (10% program capacity) have been accepted. The Future Connect Scholarship waiting list shall be exhausted prior to reaching out to the Tier 3 applicant pool.

### **2013 & 2014 Cohort**

Tier 1: Priority for the Program will be given to students identified as “academic priority” who completed two or more years of Summer Youth Connect programming.

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

Tier 3: If Tier 1 and Tier 2 applicants are less than 90% program capacity as of June 30, MHCC may identify a pool of students (Tier 3) who are low-income and/or first generation college students who have recently completed a high school diploma or GED from a school or program in Multnomah County. These students will be offered a Future Connect Scholarship on a space available basis until program capacity is reached or 2 additional scholarships (10% program capacity) have been accepted. The Future Connect Scholarship waiting list shall be exhausted prior to reaching out to the Tier 3 applicant pool.

Scholarship award will be contingent upon minimum scores on Accuplacer or equivalent college course placement exam. MHCC will support scholarship recipients who do not meet minimum test scores to include but not limited to: intensive summer study sessions to increase their placement scores; referral to Project Degree, ESOL, and other existing supports; enrollment in requisite Developmental Education course(s) over the summer. Scholarship recipients who take advantage of this assistance and successfully complete the intervention(s) will be able to access their scholarship the next term.

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

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

### **D. Program Costs**

As outlined in Attachment B: Future Connect Scholarship - Program Budget, the total funding necessary to serve three cohorts each in 2012-14, 2013-2015, and 2014-2016 is approximately \$246,150, plus costs for setting up the program totaling \$44,550. Program Costs include expenditures related to “Financial Assistance” and “Student Services” to scholarship recipients during the length of this agreement as described in Section 1. Part A “Program Services.” 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 Program Costs.

### **E. Program Funding**

City Funding: On an annual basis, the CITY will provide up to \$52,000 in City Non-Property Tax General Fund monies to the MHCC Foundation for the Program in the FY 2011-12, FY 2012-13, and FY 2013-14 budget cycles.

Match Funding: MHCC and the MHCC Foundation will match the City's support for the Program dollar for dollar up to an additional \$52,000 per cohort.

Carry Over Funding: Each year of the Program, MHCC will submit audited financial statements to CITY. Any ending fund balances as a result of a variance between forecasted expenses as outlined in Attachment B: Future Connect Scholarship - Program Budget and actual expenditures will be carried forward in the Future Connect Scholarship fund.

## **F. Program Outcomes**

It is expected that the 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.

Career Connection: 95% of program students will participate in two or more career development activities each year. (Such activities could include completion of Human Development 110 (HD110) 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 year to year 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 annual funding for the Program upon submission of an invoice from MHCC Foundation.
- Collaborate with MHCC to develop application and selection process.
- Collaborate with MHCC to recruit students for the Program.
- Provide career exploration and career development opportunities within City bureaus to program students.
- Promote the Program to eligible students, including providing outreach and other support to assist eligible students in applying for financial aid.
- Promote the Program and the fundraising match to community and corporate leaders, as well as the general public
- Collaborate with MHCC and the MHCC Foundation in additional fundraising for the Program.

- Work with MHCC and the MHCC Foundation to determine final number of students to be served, based on funds raised.

Mount Hood Community College Foundation:

- Work with MHCC leadership to raise matching funds for the Program.
- Work with MHCC and the CITY to determine final number of students to be served, based on funds raised.
- Submit invoices to CITY on an annual basis to request City portion of Program funds.
- Provide funds raised for the Program to MHCC for program operation.
- Submit quarterly statement of fundraising activity related to the Program and annual audited financial statements of the MHCC Foundation.

Mount Hood Community College:

- Work with the MHCC Foundation to raise matching funds for the Program.
- Work with MHCC 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.
- Share with CITY aggregate data regarding student retention and success. Collect FERPA releases as needed for specific student information CITY requests to track.
- 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 Program expenditures and submit unaudited financial statements on a quarterly basis as well as annual audited financial statements to CITY for each fiscal year the Program is in effect.
- Provide the MHCC Foundation and the CITY with an annual report on program activities and outcomes for each year of the Program.
- Work with MHCC Foundation and the CITY on an annual basis to present the annual report to Portland City Council, highlighting program activities and outcomes.

**Mt. Hood Community College Future Connect Scholarship Program budget**

Assumes 10 student participants in 2012/13 and 2014/15 and 20 participants in 2013/14

Personnel Costs	Start-up 2011/2012	2012/2013	2013/2014	2014/2015	Notes
Program Coordinator					
Salary	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	20 hour a week employee \$20/hr
Fringe	\$ 3,800	\$ 3,800	\$ 3,800	\$ 3,800	
Personnel Total	\$ 23,800	\$ 23,800	\$ 23,800	\$ 23,800	
Student Financial Assistance					
Scholarships	\$ -	\$ 34,000	\$ 34,000	\$ 34,000	Based on \$3400 per student annually, variability is scholarship need will allow enough flexibility to serve 20 students in 13/14
Student internship stipends	\$ 15,000	\$ 15,000	\$ 30,000	\$ 15,000	\$500 per student per term
Student Financial Assistance Total	\$ 15,000	\$ 49,000	\$ 64,000	\$ 49,000	
Office Operations					
Miscellaneous/Emergency Fund	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	
Operational Supplies	\$ 3,000	\$ 1,500	\$ 1,500	\$ 1,500	Office Supplies, food for events
Printing/Postage	\$ 750	\$ 750	\$ 750	\$ 750	
Office Operations Total	\$ 5,750	\$ 4,250	\$ 4,250	\$ 4,250	
Program Total	\$ 44,550	\$ 77,050	\$ 92,050	\$ 77,050	

## ORDINANCE No.

\* Authorize an Intergovernmental Agreement with Mount Hood Community College and a grant agreement with the Mount Hood Community College Foundation providing \$156,000 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 \$500,000 in Non-Property Tax General Funds in the 2011-12 Adopted Budget to institute a scholarship program for academically at-risk students; and
5. Mount Hood Community College and the Mount Hood Community College Foundation have agreed to work to match the City's support for a scholarship program dollar for dollar; and
6. Mount Hood 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 Mount Hood 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 Mount Hood Community College Foundation in a form substantially in accordance with the grant agreement attached as Exhibit B at a cost not to exceed \$156,000.



- c. The Mayor and Auditor are hereby authorized to draw and deliver payment chargeable to the Fiscal Year 2011-12 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 year; 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: Maggie Williams

Date Prepared: May 23, 2012

**LaVonne Griffin-Valade**

Auditor of the City of Portland

By

Deputy

586

Sec Substitute  
ORD. 185375Agenda No.  
**ORDINANCE NO.**  
Title

\* Authorize an Intergovernmental Agreement with Mount Hood Community College and a Grant Agreement with the Mount Hood Community College Foundation providing \$156,000 to implement the Future Connect Scholarship program. (Ordinance)

<b>INTRODUCED BY</b> Commissioner/Auditor: <b>Mayor Sam Adams</b>	CLERK USE: DATE FILED <u>MAY 24 2012</u>
<b>COMMISSIONER APPROVAL</b> Mayor—Finance and Administration - Adams <i>[Signature]</i> Position 1/Utilities - Fritz Position 2/Works - Fish Position 3/Affairs - Saltzman Position 4/Safety - Leonard	LaVonne Griffin-Valade Auditor of the City of Portland By: <i>[Signature]</i> Deputy
<b>BUREAU APPROVAL</b> Bureau: Office of the Mayor Bureau Head:	ACTION TAKEN:
Prepared by: Maggie Williams Date Prepared: 5/23/12	
Financial Impact & Public Involvement Statement Completed <input checked="" type="checkbox"/> Amends Budget <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 <b>May 30, 2012</b>	
<b>City Attorney Approval:</b> required for contract, code, easement, franchise, comp plan, charter <i>[Signature]</i>	

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