

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;"> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> 4/5ths <input type="checkbox"/> </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 Grant Agreements with the Asian Reporter Foundation, the Black United Fund of Oregon, Inc., the Hispanic Metropolitan Chamber, and the Skanner Foundation to implement the Future Connect Scholarship Program in a total amount not to exceed \$40,000 (Ordinance)

2) Purpose of the Proposed Legislation:

The City of Portland and the Asian Reporter Foundation, the Black United Fund of Oregon, Inc., the Hispanic Metropolitan Chamber, and the Skanner Foundation agree to implement a scholarship program similar to the Future Connect Scholarship program. The program will provide students with tuition assistance and wrap-around student services designed to eliminate barriers to entering college and obtaining a college degree or certificate.

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 \$40,000 for fiscal year 2011-12. The funds for this expenditure reside in the City of Portland Adopted Budget 2011-12.

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.

These specific culturally-specific Chambers were reached out to due to their dedication to providing students of color with scholarships to aide them in their desire to go to college.

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 a Grant Agreement ("Agreement") between the CITY OF PORTLAND, OREGON ("City"), and the Asian Reporter Foundation ("Grantee") in an amount not to exceed \$10,000 to implement the Future Connect Scholarship Program (the "Program") for the Class of 2013 Cohort ("2013 Cohort"). This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

RECITALS:

WHEREAS City Council approved the City of Portland Adopted Budget 2010-11, should include 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 Portland Community College

WHEREAS Asian Reporter Foundation has agreed to work to provide scholarships to their youth that support a similar scholarship program like Future Connect

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

AGREED:

I. ACTIONS TO BE TAKEN BY GRANTEE

GRANTEE agrees to create a Future Connect Scholarship Fund in the following way:

- A. Youth must graduate from high school or earn a GED the year the scholarship is awarded from one of the following public school districts or alternative schools: Portland Public, Centennial, David Douglas, Parkrose, and Reynolds.
- B. Youth have the option of entering a two year or four year college
- C. Youth that are low-income or youth that have barriers to success are the targeted population
- D. If your organization has an internship program, target youth that have participated or youth that have participated in any internship or summer work program. In additional explore the idea of your identified internship program or affiliate internship program becoming a Summer Youth Connect affiliate. If this is not possible in this first year, please consider moving forward
- E. Youth must attend one of the Future Connect college partner institutions: Portland Community College, Clackamas Community College, Mt. Hood Community College, Portland State University or Lewis & Clark
- F. When scholarships are awarded, we ask that you provide proof of youth awarded

scholarship and the school they are attending.

II. ACTIONS TO BE TAKEN BY City of Portland

The CITY, through its identified bureau points of contacts, shall perform the following duties:

- Receive documentation from GRANTEE, verifying that the recipient of the Future Connect scholarship is enrolled and attending one of the Future Connect partnership

III. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: Grantee's authorized representative for this Agreement is:

Jaime Lim, President
Asian Reporter Foundation
922 N Killingsworth St STE 1-A
Portland, Oregon 97217
E: jaimelim@asianreporter.com
- C. City Grant Manager: The Grant Manager for this grant is

Kali Ladd, Director of Education Strategies

City of Portland – Office of Mayor Adams
1221 SW Fourth Avenue, Suite 340
Portland, OR 97204
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. Proof of youth awarded scholarship and the school they are attending
 - 2. Amount of Future Connect Scholarship

CITY reserves the right to request additional documentation to support GRANTEE's expenditure of grant funds had complied with the Agreement and/or interim reports or

information on the progress of work, services or actions required from GRANTEE.

IV. PAYMENTS

- A. GRANTEE will receive grant funds as follows: \$10,000 one time payment.
- 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, 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.
- C. Grant payments under this Agreement may be used only to pay student wages, provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- D. GRANTEE will keep vendor receipts and evidence of payment for materials and services, time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process.
- 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. In the event the services or actions are terminated, discontinued or interrupted by CITY, then the CITY shall pay the GRANTEE for goods delivered and services performed in accordance with the Grant prior to the termination date.

V. GENERAL GRANT PROVISIONS

- A. CAUSE FOR TERMINATION; CURE. It shall be a material breach and cause for termination of this Agreement if GRANTEE uses grant funds outside of the scope of this Agreement, or if GRANTEE fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from CITY. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, GRANTEE shall commence cure within the thirty (30) days, notify CITY of GRANTEE's steps for cure and estimate time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.
 - 1. No payment or further services will be authorized during cure period. During the cure period, CITY is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement.
 - 2. GRANTEE shall not perform services or take actions that would require CITY to pay additional grant funds to GRANTEE.
 - 3. GRANTEE shall not spend unused grant funds and such unused funds shall

be deemed held in trust for CITY. GRANTEE shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.

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.

- B. TERMINATION FOR CAUSE: Termination for cause based on GRANTEE's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30 day period unless a written extension of cure period is granted by CITY. GRANTEE shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Agreement shall, at the option of CITY, become the property of CITY; and GRANTEE may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
- C. PENALTY FOR TERMINATION FOR CAUSE: If this Agreement is terminated for cause, CITY, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to GRANTEE.
- D. TERMINATION BY AGREEMENT OR FOR CONVENIENCE OF CITY: CITY and GRANTEE may terminate this Agreement at any time by mutual written agreement. Alternatively, CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, GRANTEE shall return any grant funds that would have been used to provide services after the effective date of termination. Unless the Parties agree otherwise, GRANTEE shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.
- E. CHANGES IN ANTICIPATED SERVICES: If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, CITY's payment of grant funds may be terminated, suspended or reduced. GRANTEE shall immediately refund to CITY any unexpended grant funds received by GRANTEE.
- F. AMENDMENT: The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.
- G. NON-DISCRIMINATION; CIVIL RIGHTS: 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.

- H. MAINTENANCE AND ACCESS TO RECORDS: GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY: GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services, for four (4) years after CITY makes final grant payment or the termination date of this Agreement, whichever is later. GRANTEE shall provide 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.

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.

- J. AUDIT: The CITY, conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the four (4) year period established above. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.
- K. INDEMNIFICATION: GRANTEE 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 GRANTEE and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.
- L. INSURANCE: GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.
1. WORKERS' COMPENSATION INSURANCE. GRANTEE, its contractors

and all employers working under this Agreement shall comply with ORS 656, and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.

- M. GRANTEE'S CONTRACTORS AND NON-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. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
- N. INDEPENDENT CONTRACTOR STATUS: GRANTEE and its contractors and employees are not employees of 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.
- O. CONFLICTS OF INTEREST: No CITY officer or employee, during his or her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
- P. OREGON LAW AND FORUM: This 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 Parties arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
- Q. COMPLIANCE WITH LAW: GRANTEE and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If GRANTEE is a 501(c)(3) organization, GRANTEE shall maintain its nonprofit and tax exempt status during this Agreement. GRANTEE shall be EEO certified by CITY in order to be eligible to receive grant funds.
- R. INDEPENDENT FINANCIAL AUDITS/REVIEWS: Any grantee receiving \$300,000 or more in CITY funding, in any program year, is required to obtain an independent audit of the CITY-funded program(s). Any Grantee receiving between \$25,000 and \$300,000 in CITY funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the Grant Manager within thirty days of audit completion or upon request by the Grant Manager. .
- S. SEVERABILITY: The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the

rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

- T. MERGER: This Agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Grant that are not contained herein.
- U. PROGRAM AND FISCAL MONITORING: The CITY shall monitor on an as-needed basis to assure Grant Agreement compliance. Monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the 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 work, services or obligations required by this Agreement in accordance with its terms and conditions.
- V. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- W. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- X. ELECTRONIC TRANSACTION; COUNTERPARTS: The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

VI. 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 Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received CITY funds or when obligations are due from GRANTEE.

This Grant Agreement and all work by GRANTEE shall terminate no later than June 30, 2013.

Dated this twenty-second day of May 2012.

CITY OF PORTLAND

ASIAN REPORTER FOUNDATION

Name: SAM ADAMS
Title: Mayor

Name: Jaime Lim
Title: President

APPROVED AS TO FORM:

James H. VanDyke, City Attorney

GRANT AGREEMENT NO.

This is a Grant Agreement ("Agreement") between the CITY OF PORTLAND, OREGON ("City"), and The Black United Fund of Oregon, Inc. ("Grantee") in an amount not to exceed \$10,000 to implement the Future Connect Scholarship Program (the "Program") for the Class of 2013 Cohort ("2013 Cohort"). This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

RECITALS:

WHEREAS City Council approved the City of Portland Adopted Budget 2010-11, should include 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 Portland Community College

WHEREAS The Black United Fund of Oregon, Inc. has agreed to work to provide scholarships to their youth that support a similar scholarship program like Future Connect

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

AGREED:

I. ACTIONS TO BE TAKEN BY GRANTEE

GRANTEE agrees to create a Future Connect Scholarship Fund in the following way:

- A. Youth must graduate from high school or earn a GED the year the scholarship is awarded from one of the following public school districts or alternative schools: Portland Public, Centennial, David Douglas, Parkrose, and Reynolds.
- B. Youth have the option of entering a two year or four year college
- C. Youth that are low-income or youth that have barriers to success are the targeted population.
- D. If your organization has an internship program, target youth that have participated or youth that have participated in any internship or summer work program. In addition explore the idea of your identified internship program or affiliate internship program becoming a Summer Youth Connect affiliate. If this is not possible in this first year, please consider moving forward
- E. Youth must attend one of the Future Connect college partner institutions: Portland Community College, Clackamas Community College, Mt. Hood Community College, Portland State University or Lewis & Clark
- F. When scholarships are awarded, we ask that you provide proof of youth awarded

scholarship and the school they are attending.

II. ACTIONS TO BE TAKEN BY City of Portland

The CITY, through its identified bureau points of contacts, shall perform the following duties:

- Receive documentation from GRANTEE, verifying that the recipient of the Future Connect scholarship is enrolled and attending one of the Future Connect partnership

III. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: Grantee's authorized representative for this Agreement is:

Adrienne Livingston, Executive Director
The Black United Fund of Oregon, Inc.
2828 NE Alberta St
Portland, Oregon 97211
E: alivingston@bufor.org
- C. City Grant Manager: The Grant Manager for this grant is

Kali Ladd, Director of Education Strategies

City of Portland – Office of Mayor Adams
1221 SW Fourth Avenue, Suite 340
Portland, OR 97204
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. Proof of youth awarded scholarship and the school they are attending
 - 2. Amount of Future Connect Scholarship

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information on the progress of work, services or actions required from GRANTEE.

IV. PAYMENTS

- A. GRANTEE will receive grant funds as follows: \$10,000 one time payment.
- 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, 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.
- C. Grant payments under this Agreement may be used only to pay student wages, provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- D. GRANTEE will keep vendor receipts and evidence of payment for materials and services, time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process.
- 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. In the event the services or actions are terminated, discontinued or interrupted by CITY, then the CITY shall pay the GRANTEE for goods delivered and services performed in accordance with the Grant prior to the termination date.

V. GENERAL GRANT PROVISIONS

- A. CAUSE FOR TERMINATION; CURE. It shall be a material breach and cause for termination of this Agreement if GRANTEE uses grant funds outside of the scope of this Agreement, or if GRANTEE fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from CITY. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, GRANTEE shall commence cure within the thirty (30) days, notify CITY of GRANTEE's steps for cure and estimate time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.
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 - 3. GRANTEE shall not spend unused grant funds and such unused funds shall

be deemed held in trust for CITY. GRANTEE shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.

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- B. TERMINATION FOR CAUSE: Termination for cause based on GRANTEE's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30 day period unless a written extension of cure period is granted by CITY. GRANTEE shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Agreement shall, at the option of CITY, become the property of CITY; and GRANTEE may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
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- F. AMENDMENT: The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.
- G. NON-DISCRIMINATION; CIVIL RIGHTS: 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.

- H. MAINTENANCE AND ACCESS TO RECORDS: GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY: GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services, for four (4) years after CITY makes final grant payment or the termination date of this Agreement, whichever is later. GRANTEE shall provide 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.

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.

- J. AUDIT: The CITY, conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the four (4) year period established above. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.

- K. INDEMNIFICATION: GRANTEE 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 GRANTEE and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.

- L. INSURANCE: GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.

- I. WORKERS' COMPENSATION INSURANCE. GRANTEE, its contractors

and all employers working under this Agreement shall comply with ORS 656, and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.

- M. GRANTEE'S CONTRACTORS AND NON-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. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
- N. INDEPENDENT CONTRACTOR STATUS: GRANTEE and its contractors and employees are not employees of 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.
- O. CONFLICTS OF INTEREST: No CITY officer or employee, during his or her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
- P. OREGON LAW AND FORUM: This 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 Parties arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
- Q. COMPLIANCE WITH LAW: GRANTEE and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If GRANTEE is a 501(c)(3) organization, GRANTEE shall maintain its nonprofit and tax exempt status during this Agreement. GRANTEE shall be EEO certified by CITY in order to be eligible to receive grant funds.
- R. INDEPENDENT FINANCIAL AUDITS/REVIEWS: Any grantee receiving \$300,000 or more in CITY funding, in any program year, is required to obtain an independent audit of the CITY-funded program(s). Any Grantee receiving between \$25,000 and \$300,000 in CITY funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the Grant Manager within thirty days of audit completion or upon request by the Grant Manager. .
- S. SEVERABILITY: The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the

rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

- T. MERGER: This Agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Grant that are not contained herein.
- U. PROGRAM AND FISCAL MONITORING: The CITY shall monitor on an as-needed basis to assure Grant Agreement compliance. Monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the 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 work, services or obligations required by this Agreement in accordance with its terms and conditions.
- V. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- W. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- X. ELECTRONIC TRANSACTION; COUNTERPARTS: The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

VI. 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 Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received CITY funds or when obligations are due from GRANTEE.

This Grant Agreement and all work by GRANTEE shall terminate no later than June 30, 2013.

Dated this twenty-second day of May 2012.

CITY OF PORTLAND

**BLACK UNITED FUND OF OREGON,
INC.**

Name: SAM ADAMS
Title: Mayor

Name: Adrienne Livingston
Title: Executive Director

APPROVED AS TO FORM:

James H. VanDyke, City Attorney

GRANT AGREEMENT NO.

This is a Grant Agreement ("Agreement") between the CITY OF PORTLAND, OREGON ("City"), and the Hispanic Metropolitan Chamber ("Grantee") in an amount not to exceed \$10,000 to implement the Future Connect Scholarship Program (the "Program") for the Class of 2013 Cohort ("2013 Cohort"). This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

RECITALS:

WHEREAS City Council approved the City of Portland Adopted Budget 2010-11, should include 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 Portland Community College

WHEREAS the Hispanic Metropolitan Chamber has agreed to work to provide scholarships to their youth that support a similar scholarship program like Future Connect

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

AGREED:

I. ACTIONS TO BE TAKEN BY GRANTEE

GRANTEE agrees to create a Future Connect Scholarship Fund in the following way:

:

- A. Youth must graduate from high school or earn a GED the year the scholarship is awarded from one of the following public school districts or alternative schools: Portland Public, Centennial, David Douglas, Parkrose, and Reynolds.
- B. Youth have the option of entering a two year or four year college
- C. Youth that are low-income or youth that have barriers to success are the targeted population
- D. If your organization has an internship program, target youth that have participated or youth that have participated in any internship or summer work program. In additional explore the idea of your identified internship program or affiliate internship program becoming a Summer Youth Connect affiliate. If this is not possible in this first year, please consider moving forward
- E. Youth must attend one of the Future Connect college partner institutions: Portland Community College, Clackamas Community College, Mt. Hood Community College, Portland State University or Lewis & Clark
- F. When scholarships are awarded, we ask that you provide proof of youth awarded

scholarship and the school they are attending.

II. ACTIONS TO BE TAKEN BY City of Portland

The CITY, through its identified bureau points of contacts, shall perform the following duties:

- Receive documentation from GRANTEE, verifying that the recipient of the Future Connect scholarship is enrolled and attending one of the Future Connect partnership

III. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: Grantee's authorized representative for this Agreement is:

Gale Castillo, President
Hispanic Metropolitan Chamber
333 SW 5th Avenue, Suite 100
Portland, Oregon 97204
E: gcastillo@hmccoregon.com
- C. City Grant Manager: The Grant Manager for this grant is

Kali Ladd, Director of Education Strategies

City of Portland – Office of Mayor Adams
1221 SW Fourth Avenue, Suite 340
Portland, OR 97204
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. Proof of youth awarded scholarship and the school they are attending
 - 2. Amount of Future Connect Scholarship

CITY reserves the right to request additional documentation to support GRANTEE's expenditure of grant funds had complied with the Agreement and/or interim reports or

information on the progress of work, services or actions required from GRANTEE.

IV. PAYMENTS

- A. GRANTEE will receive grant funds as follows: \$10,000 one time payment.
- 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, 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.
- C. Grant payments under this Agreement may be used only to pay student wages, provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- D. GRANTEE will keep vendor receipts and evidence of payment for materials and services, time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process.
- 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. In the event the services or actions are terminated, discontinued or interrupted by CITY, then the CITY shall pay the GRANTEE for goods delivered and services performed in accordance with the Grant prior to the termination date.

V. GENERAL GRANT PROVISIONS

- A. CAUSE FOR TERMINATION; CURE. It shall be a material breach and cause for termination of this Agreement if GRANTEE uses grant funds outside of the scope of this Agreement, or if GRANTEE fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from CITY. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, GRANTEE shall commence cure within the thirty (30) days, notify CITY of GRANTEE's steps for cure and estimate time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.
 - 1. No payment or further services will be authorized during cure period. During the cure period, CITY is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement.
 - 2. GRANTEE shall not perform services or take actions that would require CITY to pay additional grant funds to GRANTEE.
 - 3. GRANTEE shall not spend unused grant funds and such unused funds shall

be deemed held in trust for CITY. GRANTEE shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.

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.

- B. TERMINATION FOR CAUSE: Termination for cause based on GRANTEE's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30 day period unless a written extension of cure period is granted by CITY. GRANTEE shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Agreement shall, at the option of CITY, become the property of CITY; and GRANTEE may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
- C. PENALTY FOR TERMINATION FOR CAUSE: If this Agreement is terminated for cause, CITY, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to GRANTEE.
- D. TERMINATION BY AGREEMENT OR FOR CONVENIENCE OF CITY: CITY and GRANTEE may terminate this Agreement at any time by mutual written agreement. Alternatively, CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, GRANTEE shall return any grant funds that would have been used to provide services after the effective date of termination. Unless the Parties agree otherwise, GRANTEE shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.
- E. CHANGES IN ANTICIPATED SERVICES: If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, CITY's payment of grant funds may be terminated, suspended or reduced. GRANTEE shall immediately refund to CITY any unexpended grant funds received by GRANTEE.
- F. AMENDMENT: The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.
- G. NON-DISCRIMINATION; CIVIL RIGHTS: 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 forth 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.

- H. MAINTENANCE AND ACCESS TO RECORDS: GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY: GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services, for four (4) years after CITY makes final grant payment or the termination date of this Agreement, whichever is later. GRANTEE shall provide 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.

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.

- J. AUDIT: The CITY, conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the four (4) year period established above. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.

- K. INDEMNIFICATION: GRANTEE 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 GRANTEE and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.

- L. INSURANCE: GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.

1. WORKERS' COMPENSATION INSURANCE. GRANTEE, its contractors

and all employers working under this Agreement shall comply with ORS 656, and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.

- M. GRANTEE'S CONTRACTORS AND NON-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. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
- N. INDEPENDENT CONTRACTOR STATUS: GRANTEE and its contractors and employees are not employees of 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.
- O. CONFLICTS OF INTEREST: No CITY officer or employee, during his or her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
- P. OREGON LAW AND FORUM: This 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 Parties arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
- Q. COMPLIANCE WITH LAW: GRANTEE and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If GRANTEE is a 501(c)(3) organization, GRANTEE shall maintain its nonprofit and tax exempt status during this Agreement. GRANTEE shall be EEO certified by CITY in order to be eligible to receive grant funds.
- R. INDEPENDENT FINANCIAL AUDITS/REVIEWS: Any grantee receiving \$300,000 or more in CITY funding, in any program year, is required to obtain an independent audit of the CITY-funded program(s). Any Grantee receiving between \$25,000 and \$300,000 in CITY funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the Grant Manager within thirty days of audit completion or upon request by the Grant Manager. .
- S. SEVERABILITY: The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the

rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

- T. MERGER: This Agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Grant that are not contained herein.
- U. PROGRAM AND FISCAL MONITORING: The CITY shall monitor on an as-needed basis to assure Grant Agreement compliance. Monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the 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 work, services or obligations required by this Agreement in accordance with its terms and conditions.
- V. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- W. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- X. ELECTRONIC TRANSACTION; COUNTERPARTS: The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

VI. 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 Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received CITY funds or when obligations are due from GRANTEE.

This Grant Agreement and all work by GRANTEE shall terminate no later than June 30, 2013.

Dated this twenty-second day of May 2012.

CITY OF PORTLAND

HISPANIC METROPOLITAN CHAMBER

Name: SAM ADAMS
Title: Mayor

Name: Gale Castillo
Title: President

APPROVED AS TO FORM:

James H. VanDyke, City Attorney

GRANT AGREEMENT NO.

This is a Grant Agreement ("Agreement") between the CITY OF PORTLAND, OREGON ("City"), and the THE SKANNER FOUNDATION ("Grantee") in an amount not to exceed \$10,000 to implement the Future Connect Scholarship Program (the "Program") for the Class of 2013 Cohort ("2013 Cohort"). This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

RECITALS:

WHEREAS City Council approved the City of Portland Adopted Budget 2010-11, should include 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 Portland Community College

WHEREAS The Skanner Foundation has agreed to work to provide scholarships to their youth that support a similar scholarship program like Future Connect

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

AGREED:

I. ACTIONS TO BE TAKEN BY GRANTEE

GRANTEE agrees to create a Future Connect Scholarship Fund in the following way:

:

- A. Youth must graduate from high school or earn a GED the year the scholarship is awarded from one of the following public school districts or alternative schools: Portland Public, Centennial, David Douglas, Parkrose, and Reynolds.
- B. Youth have the option of entering a two year or four year college
- C. Youth that are low-income or youth that have barriers to success are the targeted population
- D. If your organization has an internship program, target youth that have participated or youth that have participated in any internship or summer work program. In addition explore the idea of your identified internship program or affiliate internship program becoming a Summer Youth Connect affiliate. If this is not possible in this first year, please consider moving forward
- E. Youth must attend one of the Future Connect college partner institutions: Portland Community College, Clackamas Community College, Mt. Hood Community College, Portland State University or Lewis & Clark
- F. When scholarships are awarded, we ask that you provide proof of youth awarded

scholarship and the school they are attending.

II. ACTIONS TO BE TAKEN BY City of Portland

The CITY, through its identified bureau points of contacts, shall perform the following duties:

- Receive documentation from GRANTEE, verifying that the recipient of the Future Connect scholarship is enrolled and attending one of the Future Connect partnership

III. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: Grantee's authorized representative for this Agreement is:

Bernie Foster, President
The Skanner Foundation
415 N Killingsworth St
Portland, Oregon 97217
E: Bernie@theskanner.com
- C. City Grant Manager: The Grant Manager for this grant is

Kali Ladd, Director of Education Strategies
City of Portland – Office of Mayor Adams
1221 SW Fourth Avenue, Suite 340
Portland, OR 97204
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. Proof of youth awarded scholarship and the school they are attending
 - 2. Amount of Future Connect Scholarship

CITY reserves the right to request additional documentation to support GRANTEE's expenditure of grant funds had complied with the Agreement and/or interim reports or information on the progress of work, services or actions required from GRANTEE.

IV. PAYMENTS

- A. GRANTEE will receive grant funds as follows: \$10,000 one time payment.
- 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, 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.
- C. Grant payments under this Agreement may be used only to pay student wages, provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- D. GRANTEE will keep vendor receipts and evidence of payment for materials and services, time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process.
- 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. In the event the services or actions are terminated, discontinued or interrupted by CITY, then the CITY shall pay the GRANTEE for goods delivered and services performed in accordance with the Grant prior to the termination date.

V. GENERAL GRANT PROVISIONS

- A. CAUSE FOR TERMINATION; CURE. It shall be a material breach and cause for termination of this Agreement if GRANTEE uses grant funds outside of the scope of this Agreement, or if GRANTEE fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from CITY. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, GRANTEE shall commence cure within the thirty (30) days, notify CITY of GRANTEE's steps for cure and estimate time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.
 - 1. No payment or further services will be authorized during cure period. During the cure period, CITY is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement.
 - 2. GRANTEE shall not perform services or take actions that would require CITY to pay additional grant funds to GRANTEE.
 - 3. GRANTEE shall not spend unused grant funds and such unused funds shall be deemed held in trust for CITY. GRANTEE shall be solely responsible for

any expenses associated with cure of its noncompliance or failure to perform.

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.

- B. TERMINATION FOR CAUSE: Termination for cause based on GRANTEE's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30 day period unless a written extension of cure period is granted by CITY. GRANTEE shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Agreement shall, at the option of CITY, become the property of CITY; and GRANTEE may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
- C. PENALTY FOR TERMINATION FOR CAUSE: If this Agreement is terminated for cause, CITY, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to GRANTEE.
- D. TERMINATION BY AGREEMENT OR FOR CONVENIENCE OF CITY: CITY and GRANTEE may terminate this Agreement at any time by mutual written agreement. Alternatively, CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, GRANTEE shall return any grant funds that would have been used to provide services after the effective date of termination. Unless the Parties agree otherwise, GRANTEE shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.
- E. CHANGES IN ANTICIPATED SERVICES: If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, CITY's payment of grant funds may be terminated, suspended or reduced. GRANTEE shall immediately refund to CITY any unexpended grant funds received by GRANTEE.
- F. AMENDMENT: The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.
- G. NON-DISCRIMINATION; CIVIL RIGHTS: 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.

- H. MAINTENANCE AND ACCESS TO RECORDS: GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY: GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services, for four (4) years after CITY makes final grant payment or the termination date of this Agreement, whichever is later. GRANTEE shall provide 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.

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.

- J. AUDIT: The CITY, conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the four (4) year period established above. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.

- K. INDEMNIFICATION: GRANTEE 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 GRANTEE and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.

- L. INSURANCE: GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.

1. WORKERS' COMPENSATION INSURANCE. GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS 656,

and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.

- M. GRANTEE'S CONTRACTORS AND NON-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. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
- N. INDEPENDENT CONTRACTOR STATUS: GRANTEE and its contractors and employees are not employees of 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.
- O. CONFLICTS OF INTEREST: No CITY officer or employee, during his or her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
- P. OREGON LAW AND FORUM: This 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 Parties arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
- Q. COMPLIANCE WITH LAW: GRANTEE and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If GRANTEE is a 501(c)(3) organization, GRANTEE shall maintain its nonprofit and tax exempt status during this Agreement. GRANTEE shall be EEO certified by CITY in order to be eligible to receive grant funds.
- R. INDEPENDENT FINANCIAL AUDITS/REVIEWS: Any grantee receiving \$300,000 or more in CITY funding, in any program year, is required to obtain an independent audit of the CITY-funded program(s). Any Grantee receiving between \$25,000 and \$300,000 in CITY funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the Grant Manager within thirty days of audit completion or upon request by the Grant Manager. .
- S. SEVERABILITY: The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the

Agreement did not contain the particular term or provision held to be invalid.

- T. MERGER: This Agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Grant that are not contained herein.
- U. PROGRAM AND FISCAL MONITORING: The CITY shall monitor on an as-needed basis to assure Grant Agreement compliance. Monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the 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 work, services or obligations required by this Agreement in accordance with its terms and conditions.
- V. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- W. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- X. ELECTRONIC TRANSACTION; COUNTERPARTS: The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

VI. 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 Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received CITY funds or when obligations are due from GRANTEE.

This Grant Agreement and all work by GRANTEE shall terminate no later than June 30, 2013.

Dated this twenty-second day of May 2012.

CITY OF PORTLAND

THE SKANNER FOUNDATION

Name: SAM ADAMS

Title: Mayor

Name: Bernie Foster

Title: President

APPROVED AS TO FORM:

James H. VanDyke, City Attorney

ORDINANCE No.

*Authorize grant agreements with the Asian Reporter Foundation, the Black United Fund of Oregon, Inc., the Hispanic Metropolitan Chamber and the Skanner Foundation to implement the Future Connect Scholarship Program in a total amount not to exceed \$40,000 (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. The Asian Reporter Foundation, the Black United Fund of Oregon, Inc., the Hispanic Metropolitan Chamber, and the Skanner Foundation have agreed to work to provide scholarships to their youth that support a similar scholarship program like Future Connect

NOW, THEREFORE, The Council Directs:

- a. The Mayor and Auditor are hereby authorized to enter into Grant Agreements with the Asian Reporter Foundation, the Black United Fund of Oregon, Inc., the Hispanic Metropolitan Chamber, and the Skanner Foundation in a form substantially in accordance with the grant agreements attached at a total cost not to exceed \$40,000.
- b. 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

587 =

See Substitute

Ord. 185376

Agenda No.
ORDINANCE NO.
 Title

*Authorize Grant Agreements with the Asian Reporter Foundation, the Black United Fund of Oregon, Inc., the Hispanic Metropolitan Chamber, and the Skanner Foundation to implement the Future Connect Scholarship Program in a total amount not to exceed \$40,000 (Ordinance)

MAY 24 2012

INTRODUCED BY
 Commissioner/Auditor:
Mayor Sam Adams

CLERK USE: DATE FILED

COMMISSIONER APPROVAL

Mayor—Finance and Administration - Adams

Position 1/Utilities - Fritz

Position 2/Works - Fish

Position 3/Affairs - Saltzman

Position 4/Safety - Leonard

BUREAU APPROVAL

Bureau: Office of the Mayor
 Bureau Head:

Prepared by: Maggie Williams
 Date Prepared: 5/23/12

Financial Impact & Public
 Involvement Statement

Completed ☒ Amends Budget ☐

Portland Policy Document
 If "Yes" requires City Policy paragraph stated
 in document.
 Yes ☐ No ☒

Council Meeting Date
May 30, 2012

City Attorney Approval:
 required for contract, code, easement,
 franchise, comp plan, charter

LaVonne Griffin-Valade
 Auditor of the City of Portland

By:

Deputy

ACTION TAKEN:**AGENDA****TIME CERTAIN** ☐

Start time: _____

Total amount of time needed: _____
 (for presentation, testimony and discussion)

CONSENT ☒**REGULAR** ☐

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		