

AGREEMENT NO.

An AGREEMENT between the CITY OF PORTLAND, OREGON (CITY) and the KENTON ACTION PLAN, INC. (CONTRACTOR) to carry out activities in the Kenton neighborhood, associated with the planned Interstate light rail and possible urban renewal district project, to assure that low/moderate income residents and business owners have input into decisions affecting their neighborhood.

RECITALS:

1. The CITY is entitled to receive Community Development Block Grant funds from the federal Department of Housing and Urban Development.
2. The CITY has created a Community & Targeted Initiatives Program Area, within the Bureau of Housing & Community Development, to focus community development activities in small areas of low/moderate-income neighborhoods, to maximize results.
3. The CONTRACTOR sponsored a project through the Target Area Designation Program, to plan and carry out revitalization activities in the Kenton neighborhood.
4. This project will build on the accomplishments of the target area project, as well as subsequent programs developed by the CONTRACTOR.
5. Funding this type of activity meets the goals and objectives of the Bureau of Housing & Community Development.
6. The CITY now desires to enter into a formal agreement with the CONTRACTOR for community outreach and technical assistance services to residents and businesses in Kenton, as related to the planned light rail/urban renewal district project.

AGREED:**I. Scope of Services**

- A. Activities to be conducted by the CONTRACTOR include:
 1. Outreach and communication to businesses and residents on the light rail/urban renewal, zoning update, and historic district designation processes, to assure that people are aware and know how to participate.
 2. Work with businesses to plan for how to survive the disruption of the construction of the light rail, and any other planned redevelopment.

3. Work with businesses to identify services that could help stabilize existing businesses, so that they are not displaced as part of the redevelopment of the area.
 4. Work with neighborhood residents and businesses on emerging issues, related to the above, with the approval of the City Project Manager.
- B. Maintain records regarding the project for a minimum of three years after termination of the contract. All records, as well as general organizational and administrative information, will be made available to the CITY Project Manager, or other designated person, upon request.
- C. Any changes to the scope of work, time line, or line item budget for this project must be requested in writing and approved by the City Project Manager.
- D. Include acknowledgement of CITY funding of the project through the Bureau of Housing & Community Development in all publicity for the project and any reports or presentation materials developed as part of the project.

II. Compensation and Method of Payment

CONTRACTOR will be compensated for the above-described services by the CITY through the Bureau of Housing & Community Development. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service. Funds will be disbursed to CONTRACTOR, per budget attached as Attachment "A" as follows:

- A. Actual or anticipated expenditures, upon submission of a statement of expenditures to the Bureau of Housing & Community Development, in a format specified by the Bureau.
- B. No funds under this Agreement may be used to purchase non-expendable personal property or equipment. Funds may be used to pay for lease or rental costs of equipment, if approved in advance by the CITY Project Manager.
- C. All funds received by CONTRACTOR, whether requested for actual or anticipated expenses, must be disbursed within three (3) working days of receipt.
- D. Any income that is received by CONTRACTOR as a result of any activities carried out under this Agreement, will be considered program income and must be reported on all billings against this Agreement and the amount received during any billing period must be deducted from the dollar amount requested from the CITY.

- E. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED TWENTY THOUSAND DOLLARS (\$20,000).

III. Performance Measures and Time Lines

- A. The CONTRACTOR will provide the following quantifiable levels of service for projects included in this Agreement:
1. Output Measures. Output measures are used to indicate the amount or level of services provided by the project. Output measures for this Agreement are:
 - a. Develop plan to deal with disruption to business.
 - b. Identify services that should be accessed and/or created to stabilize existing businesses.
 - c. Designation of Kenton Historic District on the National Register of Historic Places.
 2. Outcome Measures. The CONTRACTOR and the CITY have agreed to the following outcome measures, which will be used to evaluate the success of the project at the end of this Agreement:
 - a. Level of participation by residents and by businesses in the various processes identified in the Scope of Services.
- B. The CONTRACTOR will carry out the activities of this project, as appropriate, given the timeline of development of the light rail/urban renewal district projects.

IV. Periodic Reporting

- A. Submit to the Bureau of Housing & Community Development each and every quarter, a written progress report, which includes the following information:
- Narrative summary of activities undertaken by the project during the reporting period.
- B. Submit to the Bureau of Housing & Community Development a final report on the project, within 30 days of the termination of this Agreement. The final report will include:
- Narrative summary of activities undertaken by the project during the term of this Agreement.
 - Progress toward achievement of all output and outcome performance measures, as identified in Section III of this Agreement.

V. City Project Manager

- A. The City Project Manager shall be Judy Sanders, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The City Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out any other City actions referred to herein.

VI. General Contract Provisions

- A. **TERMINATION FOR CAUSE.** In accordance with 24 CFR 85.43, if, through any cause, the Contractor shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the Contractor of such action and specifying the effective date thereof at least 30 days before the effective date of such action. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the City, become the property of the City and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

- B. **TERMINATION FOR CONVENIENCE.** In accordance with 24 CFR 85.44, the City and Contractor may terminate this contract at any time by mutual written agreement. If the Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract less payments of compensation previously made.
- C. **ENFORCEMENT AND REMEDIES.** In the event of termination under section A hereof by the City due to a breach by the Contractor, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Contractor hereunder plus the remaining unpaid balance of the compensation provided herein, then the Contractor shall pay to the

City the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

The remedies provided to the City under sections A and C hereof for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

In the event of breach of this contract by the City, then the Contractor's remedy shall be limited to termination of the contract and receipt of payment as provided in section B hereof.

In the event of termination under Section A, the City shall provide the Contractor an opportunity for an administrative appeal to the Bureau Director.

- D. **CHANGES.** The City or Contractor may, from time to time, request changes in writing in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall be incorporated in written amendments to this contract. Changes to the scope of work, budget line items, timing, reporting, or performance measures may be approved by the Project Manager.

Significant changes to the scope of work, performance measures, or compensation must be approved by ordinance of the City Council.

- E. **NON-DISCRIMINATION.** During the performance of this Contract, the Contractor agrees as follows:
1. The Contractor will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
 2. The Contractor will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
 3. The Contractor will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
- F. **SECTION 3:** The Contractor will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended (12U.S.C. 1701a), and regulations pursuant thereto (24 CFR Part 135).

- G. ACCESS TO RECORDS. The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the Contractor which are directly pertinent to this contract, for the purpose of making audit or monitoring, examination, excerpts, and transcriptions. All required records must be maintained by the Contractor for three years after the City makes final payments and all other pending matters are closed.
- H. MAINTENANCE OF RECORDS. The Contractor shall maintain fiscal records on a current basis to support its billings to the City. The Contractor shall retain fiscal as well as all records relating to program management and operation, program beneficiaries, demographics and eligibility for inspection, audit, and copying for 3 years from the date of completion or termination of this contract. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work here under.
- I. AUDIT OF PAYMENTS. The City, either directly or through a designated representative, may audit the records of the Contractor at any time during the 3-year period established by Section H above.

If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to City.

- J. INDEMNIFICATION. The Contractor shall hold harmless, defend, and indemnify the City and the City's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Contractor's work or any subcontractor's work under this contract.
- K. LIABILITY INSURANCE.

(a) The Contractor shall maintain public liability and property damage insurance that protects the Contractor 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 the Contractor's work under this contract. The insurance shall provide coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence, and \$500,000 for each occurrence involving property damages; or a single limit policy of not less than \$500,000 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the state of Oregon during the term of the agreement. 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 contract, Contractor shall provide a new policy with the same terms. Contractor agrees to maintain continuous, uninterrupted coverage for the duration of the contract. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by Contractor.

(b) The Contractor shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under subsection (a). 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. Contractor shall furnish a declaration that Contractor is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

L. WORKERS' COMPENSATION INSURANCE.

(a) The Contractor, its subcontracts, 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 worker's compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. The Contractor further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.

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

(c) If Contractor believes itself to be exempt from the worker's compensation insurance coverage requirement of (a) of this subsection, the Contractor agrees to

accurately complete the City of Portland's Questionnaire for Worker's Compensation Insurance and Qualification as an Independent Contractor prior to commencing work under this Agreement. In this case, the Questionnaire shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. Any misrepresentation of information on the Questionnaire by the Contractor shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, City may terminate the agreement immediately and the notice requirement contained in subsection (A), TERMINATION FOR CAUSE, hereof shall not apply.

- M. SUBCONTRACTING AND ASSIGNMENT. The Contractor shall not subcontract its work under this contract, in whole or in part, without the written approval of the City. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in this contract. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The Contractor shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City.

The subcontractor shall be responsible for adhering to all regulations cited within this contract.

- N. INDEPENDENT CONTRACTOR STATUS. The Contractor is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The Contractor and its subcontractors 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 one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds thereof.

No board of director member or employee of the Contractor, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds.

No City Officer or employees who participated in the award of this contract shall be employed by the Contractor during the contract.

On CDBG-funded projects, the Contractor shall further comply with the conflict of interest provisions cited in 24 CFR 570.611.

- P. CONTRACT ADMINISTRATION, 24 CFR 570.502(b). The Contractor shall comply with the applicable provisions of OMB Circular Nos. A-122, A-21, A-133 and A-110 as described by 24 CFR 570.502(b) and 570.610.
- Q. OREGON LAW AND FORUM. This contract shall be construed according to the law of the State of Oregon.

Any litigation between the City and the Contractor arising under this contract or out of work performed under this contract 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.

- R. AVAILABILITY OF FUNDS. It is understood by all parties to this contract that the funds used to pay for services provided herein are provided to the City through a grant from the U.S. Department of Housing and Urban Development. In the event that funding is reduced, recaptured, or otherwise made unavailable to the City as a result of federal action, the City reserves the right to terminate the contract as provided under Section B hereof, or change the scope of services as provided under Section D hereof.
- S. PROGRAM INCOME/PERSONAL PROPERTY. For Community Development Block Grant-funded projects, the Contractor shall comply with provisions of 24 CFR 570.504 regarding program income. Program income shall be retained by the Contractor provided that it shall be used only for those activities identified in the Scope of Work, and shall be subject to all provisions of this contract.
- T. COMPLIANCE WITH LAWS. In connection with its activities under this contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations. For Community Development Block Grant-funded projects, the Contractor shall carry out its activities in compliance with 24 CFR 570 Subpart K, excepting the responsibilities identified in 24 CFR 570.604 and 570.612.

In the event that the Contractor provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, the Contractor agrees it has certified with the City's Equal Employment Opportunity certification process.

- U. PROGRAM AND FISCAL MONITORING. The City through the Bureau of Housing & Community Development shall monitor on a regular basis to assure contract 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 contract. The frequency and level of monitoring will be determined by the City Project Manager.

- V. EXPIRATION/REVERSION OF ASSETS. For Community Development Block Grant-funded projects, the Contractor shall comply with the Reversion of Assets provision of 24 CFR 570.503 (b)(8).
- W. RELOCATION, ACQUISITION AND DISPLACEMENT. The Contractor agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. Contractor agrees to comply with applicable City of Portland ordinances, resolutions and policies concerning displacement of individuals from their residences.
- X. PROGRAM ACCESS BY THE DISABLED. The Contractor shall, to the maximum feasible extent, follow the Bureau of Housing and Community Development's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.
- Y. 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.
- Z. INTEGRATION. This agreement contains the entire agreement between the City and the Contractor and supersedes all prior written or oral discussions or agreements.
- AA. LABOR STANDARDS. The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City of Portland for review upon request.

The Contractor agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the City of Portland pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor,

under 29 CFR, Parts 3, 15 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$19,296.00.

- BB. FLOOD DISASTER PROTECTION. The Contractor agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this contract, as it may apply to the provisions of this contract.
- CC. LEAD-BASED PAINT. The Contractor agrees that any construction or rehabilitation of residential structure with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.
- DD. FUND-RAISING. City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible.
- EE. PUBLICITY. Publicity regarding the project shall note participation of the City through the Bureau of Housing & Community Development.
- FF. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreement) and that all Subcontractors shall certify and disclose accordingly.

- GG. CHURCH/STATE. The Contractor agrees to comply with the applicable provisions of 24 CFR 570.200(j) or 24 CFR 576.22 regarding the use of federal funds by religious organizations.
- HH. TARGETING. Each year the City designates target areas, which receive focused services through the Bureau of Housing & Community Development. As appropriate, the Contractor may be asked to provide marketing and outreach for its services and/or collect demographic information on its clients, relative to these target areas. Boundaries of target areas will be provided to any Contractor who is asked to provide such information and assistance.
- II. TRAINING. The Bureau of Housing & Community Development will provide training for all new Contractors and for Contractors who have experienced significant organizational changes, which would warrant training. This training may be carried out on an individual basis or as part of a general training program, at the discretion of the City.
- JJ. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any contractor receiving \$300,000 or more in federal funds, from all sources, in any program year is required to obtain an independent audit of the federally funded program(s), in compliance with federal OMB Circular A-133. Any contractor receiving between \$25,000 and \$300,000 in federal funds, from all sources, in any program is required to obtain an independent financial review. Additionally, contractors receiving between \$25,000 and \$300,000 in federal funds may be required to obtain an A-133 audit, if the City believes it is warranted. Two copies of all required financial audits or reviews will be submitted to the designated City Project Manager within thirty days of their completion.

VI. Period of Agreement

The term of this AGREEMENT shall be effective as of October 1, 1999, and shall remain in effect during any period CONTRACTOR has control over Housing and Community Development funds, including program income. Work by CONTRACTOR shall be completed as of December 31, 2000.

Dated this _____ of _____, 1999.

CITY OF PORTLAND

KENTON ACTION PLAN, INC.

Erik Sten
Commissioner of Public Works

Name: *Nicholas D Seavell*
Title: *Chairman*

APPROVED AS TO FORM:

APPROVED AS TO FORM

Jeffrey L. Rogers

Jeffrey L. Rogers
City Attorney
CITY ATTORNEY

ATTACHMENT "A"

**KENTON ACTION PLAN, INC.
LIGHT RAIL/URBAN RENEWAL OUTREACH & TECHNICAL ASSISTANCE
PROJECT**

BUDGET

Personnel

Coordinator (825 hours @ \$20/hour)	\$ 16,500
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Operating Costs

Including, but not limited to: office rental, telephone, printing, postage, duplicating costs	\$ 3,500
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Total	\$ 20,000
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ORDINANCE NO:

173909

*Contract with Kenton Action Plan, Inc. for \$20,000 for outreach and technical assistance to residents and businesses to allow them to participate in redevelopment plans and activities in the neighborhood and provide for payment.(Ordinance)

The City of Portland ordains:

Section 1. The Council finds that:

1. The CITY is entitled to receive Community Development Block Grant funds from the federal Department of Housing and Urban Development.
2. The CITY has created a Community & Targeted Initiatives Program Area, within the Bureau of Housing & Community Development, to focus community development activities in small areas of low/moderate-income neighborhoods, to maximize results.
3. The CONTRACTOR sponsored a project through the Target Area Designation Program, to plan and carry out revitalization activities in the Kenton neighborhood.
4. Funding this type of activity meets the goals and objectives of the Bureau of Community Development.
5. There are funds available in the FY 99/00 approved budget for the HCD Program to support this program in the amount of \$20,000.
6. An agreement should be entered into with the Kenton Action Plan, Inc., in the amount of \$20,000, to enable the CONTRACTOR to carry out activities in the Kenton neighborhood.

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Works is hereby authorized to enter into an agreement with the Kenton Action Plan, Inc. to provide \$20,000 for the Kenton outreach and technical assistance project, substantially in conformance with the agreement attached as Exhibit "A" (attached to the original ordinance only).
- b. The Mayor and City Auditor are hereby authorized to pay for said contract in accordance with the provisions of the agreement.

Section 2. The Council declares that an emergency exists because delay in implementation of the action herein could result in an inability to complete necessary improvements in a timely manner; therefore, this Ordinance shall be in force and effect from and after its passage by Council.

PASSED BY THE COUNCIL,

NOV 10 1999

Commissioner Erik Sten
Judy Sanders
November 05, 1999

GARY BLACKMER
Auditor of the City of Portland

By

Britta Olson

Deputy

1578

Agenda No.

ORDINANCE NO.

173909

Title

*Contract with Kenton Action Plan, Inc. for \$20,000 for outreach and technical assistance to residents and businesses to allow them to participate in redevelopment plans and activities in the neighborhood and provide for payment.(Ordinance)

INTRODUCED BY	DATE FILED: NOV 5 1999
Commissioner Erik Sten	Gary Blackmer Auditor of the City of Portland
NOTED BY COMMISSIONER	
Affairs	By: <u>Gary Blackmer</u> Deputy
Finance and Administration	For Meeting of: _____
Safety	ACTION TAKEN:
Utilities	
Works <i>Σ JRP</i>	
BUREAU APPROVAL	
Bureau: Housing & Community Development	
Prepared by Date Judy Sanders 11/05/99	
Budget Impact Review: x Completed Not Required	
Bureau Head: Steven D. Rudman, Director <i>S. Rudman</i>	

AGENDA		FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:	
Consent x	Regular		YEAS	NAYS
		Francesconi	Francesconi	✓
		Hales	Hales	✓
		Saltzman	Saltzman	✓
		Sten	Sten	✓
		Katz	Katz	✓