

Agenda No.

ORDINANCE NO. 177183

Title

* Intergovernmental Agreement with the Housing Authority of Portland (HAP) for \$40,000 to use Housing Connections Services to support the Hope VI Relocation Effort, and receive payment. (Ordinance)

INTRODUCED BY	DATE FILED: JAN 03 2003
Commissioner Erik Sten	Gary Blackmer Auditor of the City of Portland
NOTED BY COMMISSIONER	
Affairs	By: <u>Susan Parsons</u> Deputy
Finance and Administration	For Meeting of: _____
Safety	ACTION TAKEN:
Utilities	<i>No elect contract</i>
Works	
BUREAU APPROVAL	
Bureau: Bureau of Housing and Community Development	
Prepared by Tracy Lehto Date December 31, 2002	
Budget Impact Review:	
<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not Required	
Include in PPD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Filename: HAPIGAtIOrd	
Bureau Head: Tonya Y. Parker	

AGENDA		FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:		
Consent	XX	Regular		YEAS	NAYS
		Francesconi	Francesconi	<input checked="" type="checkbox"/>	
		Leonard	Leonard	<input checked="" type="checkbox"/>	
		Saltzman	Saltzman	<input checked="" type="checkbox"/>	
		Sten	Sten	<input checked="" type="checkbox"/>	
		Katz	Katz	<input checked="" type="checkbox"/>	
NOTED BY					
City Attorney					
City Auditor					
City Engineer					

ORDINANCE NO. 177183

* Intergovernmental Agreement with the Housing Authority of Portland for \$40,000 to use Housing Connections Services to support the Hope VI Relocation Effort, and receive payment. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. City Commissioner Erik Sten is the Housing Commissioner for the City of Portland and charged with the accomplishment of housing policies and oversight of housing programs;
2. HAP received a HOPE VI grant from the U.S. Department of Housing and Urban Development (HUD) to redevelop Columbia Villa; and
3. The City has adopted Resolution No. 36001 supporting the New Columbia HOPE VI grant, and
4. HAP will redevelop Columbia Villa as a vibrant mixed-income community, reconnected to the surrounding neighborhood, and provide a variety of opportunities for low, moderate, and middle-income individuals and families, and
5. HAP's first responsibility to ensure overall success of the New Columbia Project is to effectively relocate current residents of Columbia Villa so that the construction phase of the project may proceed, and
6. The City's BHCD maintains Housing Connections, a web-based housing inventory database designed to assist both landlords and prospective tenants as tenants search for suitable housing in the Portland metropolitan area, and
7. HAP and BHCD have identified Housing Connections as a valuable resource to be used during the relocation phase of the New Columbia Project and have entered into a partnership in order to implement Housing Connections as a primary relocation tool.

NOW, THEREFORE, The Council directs:

1. The Commissioner of Public Affairs is hereby authorized to enter into an Intergovernmental Agreement with the Housing Authority of Portland in an amount not to exceed \$40,000 in a form substantially in accordance with the agreement attached as Exhibit A (attached to original ordinance only).
2. The Mayor and City Auditor are hereby authorized to receive payment in the amount of \$40,000 for FY 2002-03, and FY 2003-04 described in the agreement attached as Exhibit A (attached to original ordinance only).

Section 2. The Council declares that an emergency exists so that there will be no delay in the delivery of services; therefore, this Ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council, **JAN 08 2003**

Commissioner Erik Sten
Tracy Lehto
December 5, 2002

GARY BLACKMER
Auditor of the City of Portland

By 
Deputy



INTERGOVERNMENTAL AGREEMENT BETWEEN THE HOUSING AUTHORITY OF PORTLAND AND THE CITY OF PORTLAND'S BUREAU OF HOUSING AND COMMUNITY DEVELOPMENT

This Intergovernmental Agreement ("Agreement") is entered into this ____ day of January, 2003, by and between the Housing Authority of Portland, a municipal corporation organized under Oregon law, hereinafter called HAP, and the City of Portland, also a municipal corporation organized under Oregon Law, hereinafter called City, acting by and through its Bureau of Housing and Community Development, hereinafter called BHCD.

RECITALS

WHEREAS, HAP received a HOPE VI grant from the U.S. Department of Housing and Urban Development (HUD) to redevelop Columbia Villa; and

WHEREAS, The City has adopted Resolution No. 36001 supporting the New Columbia HOPE VI grant, and

WHEREAS, HAP will redevelop Columbia Villa as a vibrant mixed-income community, reconnected to the surrounding neighborhood, and provide a variety of opportunities for low, moderate, and middle-income individuals and families, and

WHEREAS HAP's first responsibility to ensure overall success of the New Columbia Project is to effectively relocate current residents of Columbia Villa so that the construction phase of the project may proceed, and

WHEREAS, The City's BHCD maintains Housing Connections, a web-based housing inventory database designed to assist both landlords and prospective tenants as tenants search for suitable housing in the Portland metropolitan area, and

WHEREAS, HAP and BHCD have identified Housing Connections as a valuable resource to be used during the relocation phase of the New Columbia Project and have entered into a partnership in order to implement Housing Connections as a primary relocation tool, and

WHEREAS, HAP and the City have authority under ORS Chapter 190 to enter into a cooperative intergovernmental agreement,

NOW THEREFORE, in recognition of the foregoing Recitals, HAP and the City agree as follows:

AGREEMENTS

1.0 PURPOSE OF AGREEMENT – This Agreement is entered into to secure the assistance of the BHCD and the use of Housing Connections by HAP to ensure a successful relocation effort of existing residents of Columbia Villa and therefore advance the prospects for the successful completion of New Columbia.

2.0 TERM OF AGREEMENT – This Agreement shall be effective upon execution and continue until November 30, 2003, unless terminated or extended under the provision of this Agreement.

3.0 HAP's OBLIGATIONS – HAP agrees to:

- 3.1 Develop and manage the relocation effort related to the New Columbia Project.
- 3.2 Work with BHCD staff to implement the use of Housing Connections as one of the key tools of the relocation effort. HAP and BHCD staff shall meet at least weekly during the course of the relocation phase to ensure the successful utilization of Housing Connections.
- 3.3 Work with BHCD staff to develop and implement a coordinated marketing program for both the New Columbia Relocation effort and Housing Connections. The goal of this marketing plan is to increase the amount of listings on Housing Connections that are appropriate for New Columbia residents and thereby ensure success of the relocation phase. HAP shall provide guidance and oversight to BHCD staff regarding their marketing of the New Columbia Relocation effort.
- 3.4 Provide timely information to BHCD staff so that Housing Connections can be modified as necessary to meet the needs of HAP's relocation efforts.
- 3.5 Make payments in a timely manner for services rendered.

4.0 CITY's OBLIGATIONS - City agrees to:

- 4.1 Work with HAP staff to make necessary modifications to the Housing Connections system to accommodate special needs of the New Columbia Relocation efforts. Specifically, provide a bifurcated system within Housing Connections so that a separate listing of "Columbia Villa Relocation Only" properties is accommodated. City shall direct "Columbia Villa Relocation Only" property information to approved HAP relocation staff.
- 4.2 Work with HAP staff to add additional GIS information to the Housing Connections system. This additional information might include locations of hospitals, pharmacies, public assistance and employment offices. HAP staff will prioritize the additional information to the extent necessary to make this additional GIS information useful and serviceable.
- 4.3 Design and implement a mechanism to provide two-way communication regarding the New Columbia Relocation Process to Housing Connection property management participants. The mechanism needs to be timely and able to facilitate mass distribution of project information. The system should accommodate a response capability by property management participants.
- 4.4 Provide initial and on-going training for up to ten HAP relocation staff members as necessary to ensure effective use of Housing Connections.
- 4.5 Work with HAP relocation staff as needed to facilitate special reporting of data as required for effective data management.
- 4.6 Work with HAP relocation staff to develop and implement a coordinated marketing program for both the New Columbia Relocation effort and Housing Connections. The goal of this marketing effort is to increase the amount of listings on Housing Connections that are appropriate for New Columbia residents and thereby ensure success of the relocation phase. HAP shall provide guidance and oversight to BHCD staff related to their marketing of the New Columbia Relocation effort. BHCD staff will provide all typical customer service (set-up, training, on-going support, etc.) to any new participants/users developed from this joint marketing effort.
- 4.7 Meet at least weekly with HAP staff to guarantee project success.
- 4.8 Submit a monthly invoice to HAP for services under the terms of this Agreement.

5.0 COMPENSATION - HAP shall reimburse the City for services performed on a monthly basis. Costs for services have been allocated as follows:

GIS Modifications	\$9,000.00
Marketing	\$10,000.00
Additional Housing Connections Staff	\$21,000.00

HAP shall pay for GIS modifications and marketing services on a monthly basis as services are rendered. HAP shall pay equal monthly payments of \$2,100.00 over the 10-month term of this Agreement for additional Housing Connections staff services. These monthly payments shall be full compensation for work performed and for services rendered. The total amount of compensation under this Contract shall not exceed \$40,000.00.

6.0 TIME OF PAYMENT - City will, within ten (10) calendar days after the end of each month, submit a statement to HAP for the portion of the compensation which is payable with respect to those services rendered during the prior month. HAP will pay each statement within thirty (30) days after receipt.

7.0 EARLY TERMINATION - HAP or the City may terminate this Agreement, in whole or in part, at any time by giving the other party three (3) days written notice.

8.0 PAYMENT ON EARLY TERMINATION - If terminated under Section 7.0 for the convenience of HAP or the City, HAP shall pay City for work performed prior to termination date if such work was performed in accordance with Contract. In the event of a termination, the City shall submit to HAP a final billing in a manner consistent with Section 6.0 of the Agreement.

9.0 ADHERENCE TO LAW - The parties shall comply with all federal, state and local laws and ordinances applicable to their own employees, including all applicable employment laws, regulations and administrative rules established pursuant to those laws.

10.0 INDEMNIFICATION - In accordance with the provisions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, including the limits of liability for public bodies set forth therein, HAP and the City mutually agree to defend, hold harmless and indemnify each other for their own negligence and that of their respective directors, officers, employees and agents, against liability, settlements, costs, losses or expenses arising out of the performance of this Agreement.

11.0 CONTACTS - Individuals identified below are the designated contacts for the coordination of this Agreement, unless another individual is designated by written notice to the other party. Notice and communications provided for under this Agreement shall be addressed to the following individuals:

If to **HAP**, then: Terri Silvis
Housing Inventory Specialist – New Columbia Project
Housing Authority of Portland
135 SW Ash, Suite 500
Portland, OR 97204
503.335.0509 - phone

If to **City**, then: Tracy Lehto
Housing Program Specialist
City of Portland
421 SW 6th Ave, Suite 1100
Portland, OR 97204
503.823.2390 - phone

12.0 GOVERNING LAW - This contract is entered into within the State of Oregon and governed by Oregon law, and shall be deemed to incorporate by reference all requirements for public contracts as may be required by law.

13.0 SEVERABILITY - If any provision of this Contract is found to be illegal or unenforceable, this Contract nevertheless shall remain in full force and the provision shall be stricken.

14.0 ENTIRE AGREEMENT - This Contract sets forth the entire agreement between the parties hereto and replaced or supercedes all prior agreements between the parties related to the same subject matter. The parties agree that any modification to this Contract must be mutual and in writing.

IN WITNESS WHEREOF, HAP and City have executed this Contract as of the date and year first above written.

HOUSING AUTHORITY OF PORTLAND,
a municipal corporation serving the State of Oregon

Attest: _____

By: _____

Name: Steven D. Rudman
Title: Executive Director

CITY OF PORTLAND,
a municipal corporation serving the State of Oregon

APPROVED AS TO FORM

Attest: _____

By: _____

Jeffrey L. Rogers, City Attorney

Name: Erik Sten, Commissioner of Public Works
Title: Erik Sten, Commissioner of Public Works

CITY ATTORNEY