

AGREEMENT NO.

An Agreement between the City of Portland, Oregon (City) and Southeast Uplift, Inc., (Subrecipient) to carry out activities associated with implementation of the action plan for the Kerns Target Area in the Kerns neighborhood, as designated under the Target Area Designation Program of the Bureau of Housing and Community Development.

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 and Targeted Initiatives Program Area, within the Bureau of Housing and Community Development (BHCD), to identify and designate small geographic areas located within low/moderate income neighborhoods, for multi-year assistance to carry out community directed revitalization activities. One activity under this Program Area is the Target Area Designation Program, which identifies and designates target areas to be served by the Program Area.
3. The Bureau conducted a competitive process for selection of designated target areas and Southeast Uplift applied for the Kerns neighborhood.
4. The Kerns neighborhood was selected by a citizen committee. Kerns has completed its organizing and outreach, has identified its target area and has developed its action plan. The target area boundaries are NE Sandy, NE 20th, Burnside and NE 28th extending to SE Stark.
5. The implementation grant will continue to provide Southeast Uplift and the Kerns neighborhood with assistance to continue their outreach to Kerns residents, businesses and other partners, to continue implementation of the action plan and to carry out projects within the target area and neighborhood.
6. Funding this type of activity meets the goals and objectives of the Bureau of Housing and Community Development.
7. The City now desires to enter into a formal agreement with the Subrecipient in the amount of \$66,219 for outreach activities, implementation of the action plan and specific projects under the Target Area Designation Program.

AGREED:

I. Scope of Services

A. Activities to be conducted by the Subrecipient include:

1. Coordinate, direct and support the specific activities identified on the project workplan, attached as Attachment A.
2. Meet at least monthly with the City Project Manager to discuss the status of the project and identify any problems, needs, or assistance which could be provided by the City.
3. The purpose of the implementation phase of the Target Area Designation Program is to undertake the activities identified in the target area action plan and to use the plan as a guide for work in future years. Specific projects which further the development of the action plan activities or which serve as outreach and involvement tools also can be conducted during this phase. Although these projects focus on the target area, they can serve Kerns neighborhood as a whole.
4. Collect income verification and demographic data on clients served by any activity undertaken which serves specific identifiable clients (instead of serving the neighborhood generally). Information will be collected substantially in conformance with the income verification form attached to this Agreement as Attachment B.
5. Maintain records regarding the project for a minimum of four 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.
6. Include acknowledgement of City funding of the project through the Bureau of Housing and Community Development in all publicity for the project and any reports or presentation materials developed as part of the project.

B. The City will provide to the Subrecipient and the Kerns neighborhood a variety of services and technical assistance in support of its work in the planning phase. These services and assistance include, but are not limited to:

1. Designation of BHCD staff to act as an ongoing liaison to the project. This person is identified as the City Project Manager in Section V of this Agreement.
2. Assistance in accessing relevant City services, in support of the project.

3. Assistance in accessing City funded services, provided by non-City agencies, in support of the project.
 4. The potential for technical assistance and training through BHCD staff or third parties, to address one or more specific needs of the Subrecipient and/or the target community.
 5. Direct financial assistance as indicated in this Agreement.
- 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. As part of the Target Area Designation Program, the City will provide to the Subrecipient training and individualized professional services to identify target area performance measures and tracking tools to be used in future years to evaluate the success of the project.
- E. The City has designated this target area for multiple years of assistance. Agreements for future year support to this area is contingent upon adequate success of the project, as determined by the City, and the availability of Community Development Block Grant funds to the City from the Federal Department of Housing and Urban Development.

II. Performance Measures

- A. The Subrecipient will provide the following levels of service for projects included in this Agreement:
1. Output Measures. Output measures are used to indicate the amount or level of service provided by the project. Output measures have been identified in the action plan for the six major activities. Output measures are included in Attachment D.
 2. Outcome Measures. Outcome measures to determine the success of the project have been identified in the action plan for the major activities. Outcome measures are included in Attachment D.

Specific tools to be used in collecting data to measure the overall performance of the target area will be developed at the beginning of the implementation period. BHCD will make technical assistance available to the Kerns Improvement Committee to assist in developing these overall measures.

- B. The Subrecipient will carry out the activities of this project substantially in conformance with the timeline indicated on the workplan attached to this Agreement as Attachment A.

III. Periodic Reporting

- A. Submit to the Bureau of Housing and Community Development each and every quarter a written progress report which includes the following information:

Narrative summary of activities undertaken by the project in support of the workplan attached as Attachment A and any other activities, not included in the workplan, which were also undertaken.

For any activities which benefit specific identifiable clients, provide the following information on those clients:

1. Total number of clients served,
2. No. of clients below 80% of median income,
3. No. of clients below 50% of median income,
4. No. of clients who are from female headed households,
5. No. of clients who are disabled, and
6. No. of clients in each ethnic category (Asian American, African American, European American, Hispanic, Native American).

Also provide progress on achievement of all identified output and outcome performance measures, as appropriate.

- B. Submit to the Bureau of Housing and Community Development a final report on the project within 30 days of the termination of this Agreement. The final report will include:

1. A narrative summary of activities undertaken by the project during the term of this Agreement.
2. A summary of the information detailed in IIIA above for any activities which benefit specific identifiable clients.
3. A summary of all matching resources received by the project, including the amount, source, and use of funds, donations and/or volunteer time.
4. A summary of progress toward achievement of all output and outcome performance measures as identified in this Agreement and the memorandum of Agreement, described in section III of this Agreement.

IV. Compensation, Method of Payment and Audit Requirements

Subrecipient will be compensated for the above-described services by the City through the Bureau of Housing and 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 Subrecipient, per budget attached as Attachment C, as follows:

- A. Actual or anticipated expenditures, upon submission of a statement of expenditures to the Bureau of Housing and Community Development, in a format specified by the Bureau.
- B. Any changes to the budget must be approved in writing by the City Project Manager before any expenditure of funds in new line items or amounts.
- C. No funds under this Agreement may be used to purchase 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.
- D. All funds received by Subrecipient, whether requested for actual or anticipated expenses, must be disbursed within three (3) working days of receipt.
- E. Any income that is received by Subrecipient as a result of any activities carried out under this Agreement will be considered program income and must be reported on all billings and the amount received during any billing period must be deducted from the amount of reimbursement requested from the City.
- F. In order to provide the Scope of Services, certain costs will be incurred prior to January 1, 2002. These costs include research, organization development, outreach and workplan and committee development and are listed in Attachment A of this contract.
- G. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED SIXTY-SIX THOUSAND TWO HUNDRED NINETEEN DOLLARS (\$66,219).

V. City Project Manager

- A. The City Project Manager shall be Barbara Madigan, 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 Subrecipient shall fail to fulfill in timely and proper manner his/her

obligations under this Contract, or if the Subrecipient 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 Subrecipient 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 Subrecipient under this Contract shall, at the option of the City, become the property of the City and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Subrecipient 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 Subrecipient, and the City may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the City from the Subrecipient is determined.

- B. **TERMINATION FOR CONVENIENCE.** In accordance with 24 CFR 85.44, the City and Subrecipient may terminate this contract at any time by mutual written agreement. If the Contract is terminated by the City as provided herein, the Subrecipient 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 Subrecipient 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 Subrecipient, then the City may complete the work either itself or by agreement with another subrecipient, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Subrecipient hereunder plus the remaining unpaid balance of the compensation provided herein, then the Subrecipient 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 Subrecipient 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 Subrecipient'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 Subrecipient an opportunity for an administrative appeal to the Bureau Director.

- D. **CHANGES.** The City or Subrecipient 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 Subrecipient'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 Subrecipient agrees as follows:
1. The Subrecipient 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 Subrecipient 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 Subrecipient will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
 4. The Subrecipient will comply with the equal employment and non-discrimination requirements of Portland City Code Sections 3.100.005 (City Policies Relating to Equal Employment Opportunity, Affirmative Action and Civil Rights), 3.100.042 (Certification of Contractors), and Chapter 23 – Civil Rights.
- F. **SECTION 3:** The Subrecipient 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 Subrecipient 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 Subrecipient for four years after the City makes final payments and all other pending matters are closed.
- H. **MAINTENANCE OF RECORDS.** The Subrecipient shall maintain fiscal records on a current basis to support its billings to the City. The Subrecipient 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 4 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 Subrecipient 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 Subrecipient at any time during the 4-year period established by Section H above.

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

- J. **INDEMNIFICATION.** The Subrecipient 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 Subrecipient's work or any subcontractor's work under this contract.

- K. **LIABILITY INSURANCE.**

(a) The Subrecipient shall maintain public liability and property damage insurance that protects the Subrecipient 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 Subrecipient'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, Subrecipient shall provide a new policy with the same terms. Subrecipient 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 Subrecipient.

(b) The Subrecipient 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, Subrecipient shall furnish a declaration that Subrecipient 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 Subrecipient, 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 Subrecipient further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.

(b) In the event the Subrecipient's worker's compensation insurance coverage is due to expire during the term of this Agreement, the Subrecipient 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 Subrecipient agrees to provide the City of Portland such further certification of worker's compensation insurance as renewals of said insurance occur.

(c) If Subrecipient believes itself to be exempt from the worker's compensation insurance coverage requirement of (a) of this subsection, the Subrecipient 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 Subrecipient 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 Subrecipient shall not subcontract its work under this contract, in whole or in part, without the written approval of the City. The Subrecipient shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Subrecipient as specified in this contract. Notwithstanding City approval of a subcontractor, the Subrecipient shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Subrecipient hereunder. The Subrecipient agrees that if subcontractors are employed in the performance of this contract, the Subrecipient and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The Subrecipient 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 Subrecipient is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The Subrecipient 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 Subrecipient, 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 Subrecipient during the contract.

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

- P. **CONTRACT ADMINISTRATION, 24 CFR 570.502(b).** The Subrecipient 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 LAWS AND FORUM.** This contract shall be construed according to the law of the State of Oregon.

Any litigation between the City and the Subrecipient 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 Subrecipient shall comply with provisions of 24 CFR 570.504 regarding program income. Program income shall be retained by the Subrecipient provided that it shall be used only for those activities identified in the Scope of Services, and shall be subject to all provisions of this contract.
- T. **COMPLIANCE WITH LAWS.** In connection with its activities under this contract, the Subrecipient shall comply with all applicable federal, state, and local laws and regulations. For Community Development Block Grant-funded projects, the Subrecipient 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 Subrecipient provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, the Subrecipient 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 Subrecipient shall comply with the Reversion of Assets provision of 24 CFR 570.503 (b)(8).
- W. **RELOCATION, ACQUISITION AND DISPLACEMENT.** The Subrecipient 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. Subrecipient 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 Subrecipient 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 Subrecipient and supersedes all prior written or oral discussions or agreements.
- AA. LABOR STANDARDS. The Subrecipient 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 Subrecipient 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 Subrecipient 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, 1 5 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 Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient 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 \$20,297.00.

- BB. FLOOD DISASTER PROTECTION. The Subrecipient 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 Subrecipient 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 Subrecipient, 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 Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 subrecipient 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 subrecipient 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.

VII. Period of Agreement

The term of this Agreement shall be effective as of January 1, 2002 and shall remain in effect during any period Subrecipient has control over Housing and Community Development funds including program income. Work by Subrecipient shall be completed as of December 31, 2002.

Dated this _____ day of _____, 2002.

CITY OF PORTLAND

SOUTHEAST UPLIFT, INC.

Erik Sten
Commissioner of Public Works

Name:
Title:

APPROVED AS TO FORM:

Jeffrey Rogers, City Attorney

**SOUTHEAST UPLIFT
KERNS IMPROVEMENT COMMITTEE
TARGET AREA PROGRAM ACTION PLAN IMPLEMENTATION GRANT
FY 01-02
BHCD WORKPLAN**

ACTIVITY and SCHEDULE

January - March

- Prepare a large-scale outreach and recruitment project
- Develop Plaza proposal for consultation with interested parties
- Develop and lead leadership training
- Begin research and recruitment work on business projects
- Develop internship program for use with projects
- Develop SE coalition for community center

April - June

- Conduct recruitment project
- Neighborhood cleanup and garden preparation and planting
- Begin fund raising for plaza project
- Outreach to schools to inform and recruit volunteers for arts projects
- Grant research and preparation for possible hiring of VISTA
- Continue local promotion for businesses, continue developing new projects
- Design and fundraising for sign toppers
- Campaign work for SE Community Center Coalition

July - September

- Continue fundraising for sign toppers and plaza
- Release plaza proposal for consideration
- Participate in Kerns neighborhood picnic
- Further development of Community Center Network for fall activities
- Recruit new interns from area colleges
- Community forums on plaza proposal

October - December

- Continue work on creating a cohesive business association, staffing and small employer health care access
- Continue work on all action items
- Continue fundraising for all projects
- Prepare for transition to new year

ATTACHMENT B

**SOUTHEAST UPLIFT
KERNS TARGET AREA**

Because Southeast Uplift receives federal funds to implement the Kerns Target Area Program grant we are required to collect income and demographic information on our clients. We appreciate your willingness to assist us by completing the following form for our records.

NAME _____ DATE _____

ADDRESS _____

CITY _____ ZIP _____

ANNUAL INCOME _____ FAMILY SIZE _____

I hereby certify to the best of my knowledge that the information given herein is true and accurate and I understand that the information I have supplied is subject to verification.

SIGNATURE _____ DATE _____

Demographic Information (check one box in each category)

RACE	FEMALE HEAD OF HOUSEHOLD	DISABLED
9 African American	9 Yes	9 Yes
9 Asian American	9 No	9 No
9 European American		
9 Hispanic		
9 Native American		

ATTACHMENT C

SOUTHEAST UPLIFT
KERNS TARGET AREA PROGRAM GRANT
FY 01/02 BUDGET

PERSONNEL

Target Area Coordinator		\$25,575
	Taxes/Benefits	<u>6,395</u>
	Total Personnel Costs	31,970

OPERATING COSTS

Printing		1,200
Postage		1,500
Supplies/Materials		1,500
Local Travel		300
Child Care		500
Miscellaneous		<u>2,825</u>
Total Operating Costs		7,825

PROJECT FUND

TAD Projects		15,219
--------------	--	--------

SOUTHEAST UPLIFT AGENCY COSTS

Shared Costs		4,775
Administration		<u>6,430</u>
		11,205

TOTAL		\$66,219
-------	--	----------

**KERNS TARGET AREA PROJECT
PERFORMANCE MEASURES**

The following measures have been identified by the Kerns Improvement Committee in the Kerns Target Area Project Action Plan.

Option 1 Outcome: To improve the commercial economic health of the Kerns Target Area and create a pedestrian friendly, affordable business district. To encourage the development and sustainability of small businesses and entrepreneurs.

Measurement Tools:

- Compare current involvement with Kerns BA's with membership next year
- Count the number of businesses involved in new programs developed with EBBA
- Comparable increase in activity (meetings, projects) of business associations
- Count the number of businesses participating in business district maps/brochures.

Options 2 Outcome: To strengthen the sense of place, history and identity within the neighborhood.

Measurement Tools:

- Mobile mural
- Additional trash cans placed in the neighborhood
- Added benches/planters to streetscape
- Sign toppers installed

Options 3 Outcome: To strengthen the safety and maintain the peaceful character of the neighborhood.

Measurement Tools:

- Diversion of through traffic onto collector streets
- Implementing traffic slowing incentives
- Increased parking options in area of proposed plaza

Option 4 Outcome: Increase availability of community resources by utilizing existing spaces.

Measurement Tools:

- List of existing programs in Kerns versus list after implementation
- Number of people using existing spaces per year now versus those after implementation.
- Create coalition with other SE neighborhoods to get site and funding for new community center and staffing for expanded facility list as envisioned.

Option 5 Outcome: To provide a place for the Kerns community to gather, communicate and celebrate. To build community and community identity through development of a neighborhood plaza.

Measurement Tools:

- Creation of design
- Creation of agreement between partners
- Creation of proposal including funding, management, usage and design plans for plaza
- 25% of needed funds for plaza design raised
- Creation of neighborhood plaza

Option 6 Outcome: To provide ongoing support to residents in the community by maintaining affordability, developing support systems through the neighborhood and business associations and preserving and enhancing open spaces.

Measurement Tools:

- Develop affordability plan with business associations to encourage small businesses
- Track number of residents and business owners participating in home ownership programs and assistance plans.