

Contract between Lloyd District and Portland Police Bureau for leasing office space, providing staff support for the Lloyd District Attorney's Office. The PPB signs a lease and pays for it, and the Lloyd District reimburses the PPB.

Contract No. 32001144

## LLOYD DISTRICT CONTACT OFFICE AGREEMENT

This LLOYD DISTRICT CONTACT OFFICE GRANT AGREEMENT ("Agreement") is made and entered into by the City of Portland ("CITY") and Lloyd B.I.D., Inc. ("GRANTOR") for the purpose of providing office space for the Multnomah County Neighborhood District Attorney (Neighborhood DA), a full-time PPB support staff person, and serve as a drop-in office for North Precinct officers in the field.

### CITY AND GRANTOR AGREE:

#### 1. Lloyd District Contact Office Support

- a. CITY agreed to procure a three-year lease agreement with the property managers at the 1201 Lloyd Building, located at 1201 Lloyd Boulevard in the Lloyd District. The agreement commenced on May 17, 2013 and will expire May 31, 2016.
- b. CITY agrees to provide office space for the Neighborhood DA in the Contact Office at the 1201 Lloyd Building for three years, commensurate with the dates governing the lease agreement.
- c. CITY agrees to provide a full-time support staff person located at the 1201 Lloyd Building to support the day-to-day functions of the Contact Office and provide research and related assistance to the Neighborhood DA throughout the period of time a Neighborhood DA is committed to the Contact Office by Multnomah County.
- d. CITY and GRANTOR may agree to renew the lease at 1201 Lloyd for an additional three-year period, if both parties continue to receive a mutual benefit from the long-standing partnership.

#### 2. Reimbursement of Costs

- a. GRANTOR agrees to pay the CITY a one-time payment of \$45,000, which will be applied toward tenant improvement build-out for the Contact Office.

#### 3. Indemnification and Liability

- a. GRANTOR agrees to indemnify, defend and hold harmless CITY, its officers, employees and agents, including ASSIGNED PERSONNEL, from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of GRANTOR.

#### 4. Dispute Resolution

- a. GRANTOR and CITY acknowledge the possibility that a claim, controversy or dispute may arise out to this Agreement. GRANTOR and CITY agree that each party has an obligation and affirmative duty to make a good faith effort to resolve any claims, controversy or dispute, including the giving of timely, written notification thereof to the other party.
- b. Should any dispute arise between the parties concerning this Agreement, which is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by both parties.

## **5. Contract Administration**

- a. GRANTOR designates Owen Ronchelli or his successor, to represent GRANTOR in all matters pertaining to administration of this Agreement.
- b. CITY designates Ann Krohn with Management Services or her successor to represent CITY in all matters pertaining to administration of this Agreement.
- c. Any notice or notices provided for by this Agreement or by law to be given or served upon either party shall be given or served by certificate letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Owen Ronchelli Lloyd BID, Inc. 700 NE Multnomah St, Ste 340 Portland, OR 97232	Ann Krohn Portland Police Bureau 1111 SW 2nd Ave., Room 1416 Portland, Oregon 97204
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## **6. Records**

- a. CITY will retain all pertinent records associated with this Agreement for three (3) years after final payment under the contract or until all audits are complete and claims resolved.
- b. GRANTOR may have access to records that are directly pertinent to this Agreement to be able to verify that the terms of this Agreement have been satisfied, subject to Oregon's Public Records law and CITY'S policies, which may prohibit the release of some information.
- c. GRANTOR shall notify the CITY'S contract administrator at least ten (10) working days in advance of the commencement of an audit and audits shall be conducted during normal working hours (0900-1700 hours) unless otherwise scheduled by mutual agreement.

## **7. Term**

This Agreement shall be effective upon execution by both parties, and shall continue through the end of the term on May 31, 2016. The Agreement may automatically be extended for an additional three years unless terminated with 90 days advance notice by either party.

## **8. Termination**

GRANTOR and CITY agree that either party to this Agreement may terminate the Agreement by giving the other party not less than 90 days written notice. If the CITY terminates this Agreement prior to the end of the initial three year term it will pay to GRANTOR any unamortized portion of the \$45,000 tenant improvement allowance at a rate of \$1,250.00 per month.

## **9. Contract Modification**

GRANTOR and CITY agree this Agreement may be modified or amended by mutual agreement of the parties. Any modification to this Agreement shall be effective only when incorporated herein by written amendments and signed by Owen Ronchelli as GRANTOR or his/her designee or successor and the City of Portland Chief Procurement Officer.

## **10. No Third Party Beneficiary**

GRANTOR and CITY are the only parties to this Agreement, and as such are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or create or provide any legal right or benefit, direct, indirect or otherwise, to any party unless that party is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

## **11. Compliance with Applicable Law**

In connection with its activities under this Agreement, GRANTOR shall comply with all applicable federal, state and local laws and regulations.

## **12. Force Majeure**

Neither party is liable for failure to perform (except with respect to payment obligations) solely by reason of emergency conditions caused by extreme weather, civil unrest, war, flood, earthquake, terrorism, or any similar unseen event that renders performance impracticable.

## **13. Integration**

This Agreement encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties whether verbal or written.

GRANTOR

By:

Owen Ronchelli  
Owen Ronchelli  
Executive Director

Date:

2/3/15

CITY OF PORTLAND

By:

Charlie Hales  
Charlie Hales  
Mayor

Date:

2/26/15

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

City Attorney

APPROVED AS TO FORM

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

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

City Attorney  
CITY ATTORNEY

2/5/15