



Exhibit A

**CITY OF PORTLAND**

**CONTRACT FOR  
ENHANCED SERVICE DISTRICT MANAGEMENT SERVICES  
FOR THE  
CENTRAL EASTSIDE INDUSTRIAL DISTRICT ENHANCED SERVICE DISTRICT**

**Contract Number:** [REDACTED]

As authorized by City Code Chapter 6.06 and PCC 5.33.120(A), this Contract is made effective on July 1, 2022 (“Effective Date”) by and between the City of Portland (“City”), a municipal corporation of the State of Oregon, and Central Eastside Together (“Contractor”), a(n) Oregon non-profit corporation, by and through their duly authorized representatives. This Contract may refer to the City and Contractor individually as a “Party” or jointly as the “Parties.”

The initial Term of this Contract shall be from July 1, 2022 through June 30, 2027, with an option to renew for an additional five (5) year term, commencing on the expiration of the original term. The total not-to-exceed amount under this Contract for the initial Term shall be \$7.74 million, subject to annual review of the scopes of work and budgets.

Party contacts and Contractor’s and City’s Project Manager for this Contract are:

For City of Portland:	For Contractor:
Name: Shawn Campbell	Name: Kate Merrill
Title: ESD Coordinator	Title: Executive Director
Address: 1120 SW Fifth Avenue	Address: 1028 SE Water Ave Ste 255
City, State: Portland, Oregon 97204	City, State: Portland, Oregon 97214
e-mail: <a href="mailto:shawn.campbell@portlandoregon.gov">shawn.campbell@portlandoregon.gov</a>	e-mail: <a href="mailto:kate@ceic.cc">kate@ceic.cc</a>
Copy to:	Copy to:
Procurement Services	Clare Briglio
1120 SW 5 <sup>th</sup> Ave.	Deputy Director
Portland, OR 97204	<a href="mailto:clare@ceic.cc">clare@ceic.cc</a>
Svetlana Hedin and Jennifer Devlin	CET Board of Directors
Environmental Program Coordinator	PO Box 14251
1120 SW 5 <sup>th</sup> Avenue, Rm 630	Portland, OR 97293
Portland, OR 97204	
<a href="mailto:svetlana.hedin@portlandoregon.gov">svetlana.hedin@portlandoregon.gov</a> ; <a href="mailto:jennifer.devlin@portlandoregon.gov">jennifer.devlin@portlandoregon.gov</a>	

## Scope and Consideration

- (a) Contractor shall perform the Services and provide the Goods and Deliverables set forth in Exhibit C – Enhanced Service District Annual Statement of Work and Exhibit G – Stormwater Facility Maintenance Annual Statement of Work.
- (b) City agrees to pay Contractor a sum not to exceed \$7.74 million for accomplishment of the Contract.
- (c) Payments shall be made to Contractor according to the terms of this Contract and pursuant to Exhibit A – Projected Five Year Contract Budget, Exhibit B – Enhanced Service District Annual Budget, and Exhibit F – Stormwater Facility Maintenance Annual Budget. The Parties will amend Exhibits A, B, and F for subsequent fiscal years in accordance with this Contract, and the amended annual budgets will be administratively adopted by the Parties and will be incorporated as supplements to the relevant exhibits.

## Recitals:

Pursuant to City Resolution No. XXX, the Central Eastside Industrial District was reauthorized on XXX XX, 2022.

This Contract is authorized by City Ordinance No. XXX, effective on XXX XX, 2022.

## THE PARTIES HEREBY AGREE AS FOLLOWS:

### SECTION 1 DEFINITIONS

General Definitions. These definitions apply to the entire Contract, subsequent Amendments, and any Change Orders or Task Orders, unless modified in an Amendment. If any definition contains a substantive provision conferring rights and/or obligations upon a Party, then effect shall be given to the substantive provision.

“Acceptance” means the Deliverable demonstrates to the City’s satisfaction that the Deliverable conforms to and operates according to the Acceptance Criteria, and if required, has successfully completed Acceptance Testing, and for Deliverables not requiring Acceptance Testing that the Deliverable conforms to the Acceptance Criteria or the City’s Specifications.

“Affiliates” means, for Contractor, any individual, association, partnership, corporation or other entity controlling, controlled by, or under common control. The term “control” means the power to direct or cause the direction of the management and policies of an individual or entity, whether through the ownership of voting securities, by contract, agreement or otherwise.

“Amendment” means a written document required to be signed by both Parties when in any way altering the Master Terms and Conditions of the Contract, Contract amount, or substantially altering a Statement of Work.

“BES” means the Bureau of Environmental Services, a public works Bureau of the City of Portland.

“BES Funds” means funds provided to the Contractor by the Bureau of Environmental Services for programs and projects performed within the District as described in Exhibit G and compensated as described in Exhibit F.

“Business Day” means a twenty-four hour day, excluding weekends and City holidays, beginning at midnight and ending at midnight twenty-four hours later.

“Calendar Day” means a twenty-four hour day, including weekdays, weekends and holidays, beginning at midnight and ending at midnight twenty-four hours later.

“Change Order” means a document, agreed and signed by both Parties, that changes an existing Statement of Work. Change Orders cannot change Contract amount or Master Terms and Conditions.

“City Services” means those municipal public services provided within the District by the City and specifically described in Exhibit D.

“COBID Certified” means an entity certified by the State of Oregon Certification Office for Business Inclusion and Diversity as a Disadvantaged, Minority-owned, Women-owned, Service-disabled Veteran-owned, or Emerging Small Business.

“Confidential Information” means any information that is disclosed in written, graphic or machine-recognizable form and is marked or labeled at the time of disclosure as being Confidential or its equivalent, or, if the information is in verbal or visual form, it is identified as Confidential or proprietary at the time of disclosure, or a reasonable time thereafter. Information shall always be considered Confidential Information, whether or not it is marked or identified as such, if it is described by one or more of the following categories: (1) non-public financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Information Protection Act; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by Oregon Public Records Laws and the Uniform Trade Secrets Act; (5) information which is exempt from disclosure per Oregon Public Records Law; (6) attorney/client privileged communications; (7) information which is exempt per federal laws (including but not limited to copyright, HIPAA); and (8) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems including without limitation, data and information systems, any software code and related materials and processes, Customizations, Configurations, Updates, Upgrades; and any Documentation. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving Party; is already lawfully known to the receiving Party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Contract or any other agreement between the Parties or of any applicable protective or similar order, in

the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party, as shown by reasonable written documentation, without breach of this Contract; or is explicitly approved for release by written authorization of the disclosing Party.

"Contract" means the Master Terms and Conditions including all exhibits, attachments and schedules and their constituent parts listed in the Order of Precedence or incorporated by reference.

"Contract Price" means the not-to-exceed price agreed upon by the Parties for all Goods and Services.

"Deliverable(s)" means the Goods, Services, Documentation or documents or tangible work products described in the Statement of Work to be provided to the City by Contractor under this Contract.

"District" means the Central Eastside Industrial District as described in Portland City Code Chapter 6.06.

"Documentation" means user manuals and other written materials in any form that describe the features or functions of the Goods and Services, including but not limited to published specifications, online instructions and help, marketing materials, technical manuals, and operating instructions provided by Contractor to the City, or readily available to the public, or as required to be produced by Contractor subject to the terms of this Contract.

"Defect" means any error, problem, condition, bug, or other partial or complete inability of a Service, Good or component thereof, to operate in accordance with the applicable Specifications.

"Equipment" means any hardware, machinery, device, tool, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and maintenance, and other apparatus necessary for the proper implementation and operation of the Goods or Services to be provided to the City by Contractor under this Contract.

"Force Majeure Event" means an exceptional, unforeseeable and unavoidable occurrence beyond the reasonable control of the affected Party, such as, riots, epidemics, war, government acts/regulations/mandates, labor disputes, fire, natural phenomena, public health emergencies, pandemics, or other causes beyond such Party's reasonable control.

"Good(s)" means the items provided by Contractor to the City under this Contract, as outlined in the Statement of Work.

"Intellectual Property Rights (IPR)" means any patent rights, copyrights, trade secrets, trade names, service marks, trademarks, trade dress, moral rights, know-how and any other similar rights or intangible assets to which rights of ownership accrue, and all registrations,

applications, disclosures, renewals, extensions, continuations, or reissues of the foregoing now or hereafter in force.

“Key Personnel” means the individuals identified in Section 3.9.1 of this Contract with leadership, supervisory or managerial responsibility to perform services on behalf of Contractor.

“Key Position” means a job position critical to the success of the Project as identified in Section 3.9.1 of this Contract.

“License Fee” means the fee assessed under Portland City Code Chapter 6.06 for the Central Eastside Industrial District.

“Master Terms and Conditions” means the body of text from the preamble through the signature page of this Contract.

“Material Breach” means any breach of this Contract that causes, caused, or may cause substantial harm to the non-breaching Party or substantially deprives the non-breaching Party of the benefit it reasonably expected under this Contract.

“OMF” means the Office of Management and Finance, a Bureau of the City of Portland.

“Personally Identifiable Information (PII)” means information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context, as described in the Oregon Consumer Information Protection Act.

“Project” means the overall delivery of the Goods all related Services including, without limitation, design, development, integration, implementation, testing, support and Maintenance, and any Deliverables any of which Contractor may be providing in whole or in part.

“Revenue Division” means the Revenue Division of the Bureau of Revenue and Financial Services, of the Office of Management and Finance, of the City of Portland, which has responsibility over Portland City Code Chapter 6.06.

“Services” or “District Services” means both ordinary and professional services performed by Contractor under this Contract.

“Specifications” means the most current cumulative statement of capabilities, functionality, and performance requirements for the System and its components as set out in the Change Orders, the Statement of Work, or this Contract.

“Statement of Work” (SOW) means the written detailed specifications of the Product(s) and Services(s) to be delivered to the City by Contractor subject to the terms and conditions of this Contract as provided in Exhibits C and G and the services(s) to be delivered by the City as provided in Exhibit D.

“Subcontractor” means any person or entity under the control of Contractor, other than an employee of Contractor, utilized by Contractor to perform all or part of this Contract.

“System” means the operational combination of all Goods and Services to be provided by Contractor to City under this Contract.

“Task Order” means any written request or document issued by the City and signed by both Parties for additional Product(s) or Service(s) to be provided under this Contract. Task Orders shall document the description of Goods and/or Services, price, payment schedule, Project and performance schedule, due dates, milestones and Deliverables.

“Term” means the period of time that this Contract is in effect as stated on page one or as subsequently amended.

## **SECTION 2 ORDER OF PRECEDENCE**

2.1 Order of Precedence. In the event there is a conflict or ambiguity between the terms and conditions of one portion of this Contract with another portion of this Contract, the conflict or ambiguity will be resolved in accordance with the order of precedence below. This order of precedence designates which portion of the Contract takes precedence over the other for purposes of interpretation. Contractor’s hyperlinks contained herein will not supersede or alter the Master Terms and Conditions. For the avoidance of doubt, no other terms and conditions will override the Parties’ obligations in the Confidentiality, Indemnification, or Choice of Law provisions in these Master Terms and Conditions. In this Contract the order of precedence shall be:

1. Amendments
2. Master Terms and Conditions
3. Exhibit A – Projected Five Year Contract Budget
4. Exhibit B – Enhanced Service District Annual Budget
5. Exhibit F – Stormwater Facility Maintenance Annual Compensation
6. Change Orders
7. Exhibit E – Property Management License Fee Administration
8. Exhibit C – Enhanced Service District Annual Statement of Work
9. Exhibit G – Stormwater Facility Maintenance Annual Statement of Work
10. Exhibit D – Enhanced Service District Annual Basic City Services

## **SECTION 3 GENERAL AND ADMINISTRATIVE PROVISIONS**

3.1 501(c)(3) Status. It is understood by both Parties that Central Eastside Together is working to obtain its U.S. Internal Revenue Service 501(c)(3) status with the goal of receiving said status as soon as possible. At the time of the signing of this Agreement, Central Eastside Together has completed and filed federal IRS paperwork and is 501(c)(3) pending.

3.2 Term. This Contract shall begin on the Effective Date and end upon the expiration date set forth on page one of this Contract unless terminated or extended under the applicable Contract provisions.

3.2.1 License Fee. Contractor shall manage and utilize the License Fee in accordance with this Contract and subject to Exhibits A and B and the clarifications on administration and assessment of the License Fee as provided in Exhibit E. Contractor shall timely and professionally perform the services identified in Exhibit C. The City shall provide support to Contractor's services through the City Services described in Exhibit D and subject to the limitation provided therein. Exhibits B, C, and D to the Contract shall pertain to fiscal year commencing July 2022 – June 2023. The Parties will amend Exhibits B, C, and D for subsequent fiscal years in accordance with this Contract and the amended Exhibits B, C, and D will be administratively adopted by the Parties as supplement to the Contract.

3.2.2 BES Funds. Contractor shall manage and utilize BES Funds in accordance with this Contract and subject to Exhibits B and F. Contractor shall timely and professionally perform the services identified in Exhibit G. Exhibits F and G to the Contract shall pertain to fiscal year commencing July 2022 – June 2023. The Parties will amend Exhibits F and G for subsequent fiscal years in accordance with this Contract and the amended Exhibits F and G will be administratively adopted by the Parties as supplement to the Contract.

3.3 Point of Contact. Contractor shall be the sole point of contact for the City with regard to this Contract and the System.

3.3.1 Written Notifications. All notices to, and other written communication between the Parties shall be deemed received five (5) Business Days after being sent by first class mail, or upon receipt when sent by courier services, or by e-mail. All notices and written communications shall be sent to the Parties set forth on page 1 of the Contract, or to such other places as they may designate by like notice from time to time. Each Party shall provide written notice of any changes to the Party's contacts within thirty (30) Calendar Days.

3.4 Changes to Contract.

3.4.1 Amendment. Any changes to the provisions of this Contract shall be in the form of an Amendment. No provision of this Contract may be amended unless such Amendment is approved as to form by the City Attorney and executed in writing by authorized representatives of the Parties. If the requirements for Amendment of this Contract as described in this section are not satisfied in full, then such Amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect. The City reserves the right to make administrative changes to the Contract unilaterally, such as extending option years and increasing compensation. An

administrative change means a written Contract change that does not affect the substantive rights of the Parties.

3.4.2 Change Orders. The City and Contractor can agree to make changes, at any time to a Statement of Work in the form of a Change Order or "Amended Statement of Work". Contractor agrees to timely alter the delivery of Products or Services accordingly. If such changes materially increase or decrease Contractor's obligations, the Parties shall execute an Amendment to the Contract, and if the amount of such adjustment is not calculable as a function of hours or tasks, the Parties shall negotiate in good faith a modified amount.

### 3.5 Delivery.

3.5.1 Delivery Schedule. Contractor shall use best efforts to deliver Product(s) and/or Services(s) on time, in accordance with the scheduled delivery date as set forth in this Contract, Statement of Work or Change Order.

3.5.2 Time is of the Essence. The Parties agree that time is of the essence as to the delivery of Deliverables and performance of Services under this Contract. By executing this Contract and accepting the Statement of Work, Contractor agrees that the time limits specified in the Statement of Work are reasonable. By accepting late or otherwise inadequate performance of Contractor's obligations, the City will not waive its rights to require timely performance of Contractor's obligations thereafter.

3.5.3 Late Delivery. In the event that any specified delivery date is not met, Contractor shall be liable for any loss, expense, or damage resulting from delay in delivery or failure to deliver Goods or provide Services which is due to any cause except as set forth in Force Majeure. In the event of delay due to any such cause, the City may obtain substitute Goods or Services from another source and bill all additional costs directly to Contractor who shall remain financially liable for all additional acquisition costs.

3.5.4 Best Efforts. Contractor shall use best efforts to minimize any delay in the provision of Goods, Deliverables or performance of Services. If Contractor anticipates any delay that may prevent timely performance of Contractor's obligations under this Contract, Contractor shall promptly notify the City, including the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the timetable for implementation of such measures.

3.6 City Reporting Requirements. The City is required to track certain types of contract data for reporting purposes. Items which the City must report on may include, but are not limited to, Subcontractor utilization, Minority, Women, Emerging Small Business, Service-Disabled Veteran Business Enterprise (D/M/W/ESB/SDVBE) participation and Subcontractor/Supplier Payment. The City will enforce all diversity in workforce and D/M/W/ESB/SDVBE subcontracting commitments made by Contractor.



3.7 License Fee Payment. Payment(s) shall be in accordance with the payment schedule set forth in this Contract.

3.7.1 The City will pay to Central Eastside Together all net License Fee revenues as outlined in Exhibit E, provided that the City first has approved the annual Statement of Work and Budget for services under Exhibits B and C of this Contract. The City will make payment to Central Eastside Together of such net License Fee revenues following the close of each City accounting period (of which there are 12 during the City fiscal year) as soon as the amount thereof received during the accounting period has been determined. The City may make advance payments during any accounting period if the City's Manager of the Revenue Division determines that sufficient funds have been received to make advance payments.

3.7.2 Notwithstanding 3.5.1, the City may retain a continuing balance of \$10,000 for payments or refunds due to District License Fee payers following appeals under Portland City Code section 6.06.100, to be paid Central Eastside Together during the last license year covered by this Contract. Amounts needed to replenish the \$10,000 balance following payments of refunds to District License Fee payers following appeals will be retained from the net License Fee revenues. As used in this Contract, "net License Fee revenues" means all License Fees, penalties (excludes civil penalties), and interest, and any interest earned thereon, less the Revenue Division's costs of administration and other Fund 204 charges under section Exhibit E of this Contract and less the continuing balance retained for payments or refunds due to District License Fee payers as provided in this section.

3.7.3 Challenges to Central Eastside Industrial District Property Management License Fee. The parties acknowledge that there may be uncertainties regarding the District License Fee due to potential challenges to it under certain provisions of law, and that it is necessary to minimize any financial risk to the City from such challenges. To minimize this risk, in the event of a challenge asserting that the License Fee is invalid or otherwise unenforceable or subject to limitation, then the following provisions apply

3.7.3.1 The City may suspend its payments to Central Eastside Together hereunder pending negotiation of amendments hereto that will assure the City's financial risk is minimized and, if the outcome of the challenge is unfavorable, the City may apply any net License Fee revenues held by the City to such repayments to License Fee payers as are appropriate.

3.7.3.2 Central Eastside Together will defend the City and the City's officers, agents, and employees against any challenge alleging that the License Fee is invalid or otherwise unenforceable or subject to limitation (including the payment of all attorney fees and costs), and will hold harmless and indemnify the City and the City's officers, agents, and employees from any monetary claims, damages refund obligations, or other payments they must make arising out of such a

challenge. Central Eastside Together will consult and cooperate with the City in conducting a defense of the License Fee, and the City will cooperate in its conduct of the defense. Notwithstanding any other provision of this Agreement, Central Eastside Together may use any net License Fee revenues Central Eastside Together receives in this Agreement to satisfy the hold harmless, defense, and indemnification obligations established by this section or by section 6.1 (Hold Harmless and Indemnification) before using the Funds to provide Services.

3.7.3.3 The City may require that Central Eastside Together provide a letter of credit or similar instrument, or a guaranty, protecting the City against financial exposure due to the invalidity of, unenforceability of, or limitation on the License Fee, if the City determines that such a letter of credit or similar instrument is necessary or desirable to protect the City from risk of financial exposure.

3.7.4 The City makes payments via electronic fund transfers through the Automated Clearing House (ACH) network. To initiate payment of invoices, Contractor shall execute the City's standard ACH Vendor Payment Authorization Agreement. Upon verification of the data provided, the ACH Vendor Payment Authorization Agreement will authorize the City to deposit payment directly into specified Contractor accounts with specified financial institutions. All payments shall be made in United States currency.

3.8 BES Funds Payment. Payment(s) of BES Funds shall be in accordance with the payment schedule set forth in Exhibit F.

3.8.1 Payment shall be issued by the City net thirty (30) Calendar Days from receipt of a complete and acceptable invoice from Contractor. Contractor invoices must contain Contractor's name and address; invoice number; date of invoice; Contract number and date; description of Products and/or Services; quantity, unit price (where appropriate), and total amount; City-required reporting, if any, and the title and phone number of the person to whom payment is to be sent. The City may stipulate how line items are entered on an invoice to ensure compatibility with the City's accounting and financial systems and to facilitate payment to Contractor.

3.8.2 The City makes payments via electronic fund transfers through the Automated Clearing House (ACH) network. To initiate payment of invoices, Contractor shall execute the City's standard ACH Vendor Payment Authorization Agreement. Upon verification of the data provided, the ACH Vendor Payment Authorization Agreement will authorize the City to deposit payment directly into specified Contractor accounts with specified financial institutions. All payments shall be made in United States currency.

3.9 Payment of Taxes/Contractor Shall Withhold. Contractor shall, at its own expense, timely (a) pay all salaries, wages, and other compensation to its employees; (b) withhold, collect, and pay all applicable federal, state, and local income taxes (domestic or foreign),

FICA, Medicare, unemployment insurance and any other taxes or charges in connection with its employees; and (c) provide and pay for workers compensation insurance and any statutory or fringe benefits to employees. Contractor shall be solely responsible for all such obligations for its employees. Contractor shall also ensure that any Subcontractor shall comply with the foregoing obligations for its employees. The City shall have no duty to pay or withhold such obligations.

3.10 Records and Audits

3.10.1 Records Retention. Contractor shall maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). Contractor agrees to maintain and retain all financial records, supporting documents, statistical records and all other records pertinent to this Contract during the term of this Contract and for a minimum of six (6) years after the expiration or termination date of this Contract or until the resolution of all audit questions or claims, whichever is longer.

3.10.2 City Audits. The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and Products or Services at any time in the course of the Contract and during the records retention period listed above. Audits shall be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.

3.10.3 Access to Records. The City may examine, audit and copy Contractor's books, documents, papers, and records relating to this Contract at any time during the records retention period listed above upon reasonable notice. Copies of applicable records shall be made available upon request.

3.11 Overpayment. If an audit discloses that payments to Contractor were in excess of the amount to which Contractor was entitled, then Contractor shall repay the amount of the excess to the City. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices.

3.12 Independent Contractor. Contractor is independent of the City and, accordingly, this Contract is not entered into as a joint venture, partnership, or agency between the Parties. No employment or agency relationship is or is intended to be created between the City and any individual representing Contractor. Employees of Contractor and any authorized Subcontractors shall perform their work under this Contract under Contractor's sole control.

3.12.1 The Parties have identified Key Positions and Key Personnel as set forth in the table below, along with the percentage of their time to be allocated to the City's Project:

Name	Title/Role	% of Time	Company
Kate Merrill	Executive Director	40	CEIC

Clare Briglio	Deputy Director	60	CEIC
Avery Morris	Program Manager	35	CEIC

3.12.2 Substitution of Key Personnel. Any substitutions or replacements of Key Personnel require the written approval of the City, which will not be unreasonably withheld provided that Contractor provides sufficient information as required in the paragraph directly below. Contractor shall provide the City with the maximum possible period of notice of substitution or replacement of Key Personnel in order to allow for background screening, fingerprint checks, and other investigation as may be required.

3.12.2.1 For any proposed substitute or replacement Key Personnel, Contractor shall provide the following information to the City: a detailed explanation of the circumstances necessitating the proposed substitution or replacement, a complete resume for the proposed substitute(s), and any additional information requested by the City. Proposed substitutes or replacements should have qualifications comparable to or better than those of the persons being replaced. No change in Contract prices may occur as a result of substitution or replacement of Key Personnel.

3.13 Renewal. The City and Central Eastside Together may renew this Contract for up to an additional five (5) year term, commencing on the expiration of the original term. In order to exercise this option, Central Eastside Together may not at any time during the term of this Contract have been or be in material default of this Contract. If Central Eastside Together at any time during the term of this Contract materially defaulted in its performance of any or the terms and conditions of this Contract, and if Central Eastside Together did not cure the default within 30 days' written notice from the City, then this option is void. Should Central Eastside Together elect to renew the term of this Contract for an additional five (5) year term, it must give the City written notice of such election at least six (6) months prior to the expiration of the original term. Within thirty (30) days receipt of Central Eastside Together's written notice of election to renew, the City will contact Central Eastside Together and arrange for a suitable time and place to negotiate changes in the terms and conditions of the Contract for the renewal term. Any negotiated changes in the terms and conditions of the Contract must be in writing, and subject to approval by the City Council by ordinance and by the Central Eastside Together Board of Directors. If neither party requests any changes in the terms and conditions of the Contract, and if both otherwise wish to have the Contract extended, then it will be extended on the same terms and conditions as found in the original Contract.

3.14 Termination. The following conditions apply to termination of this Contract. The City, on thirty (30) Calendar Days' written notice to Contractor, may terminate this Contract for any reason in the City's sole discretion. In the event of such termination, the City shall pay to Contractor the portion of the not-to-exceed price attributable to all Deliverables Accepted or Services performed and Accepted through the effective date of the termination. In the event of termination, all of Contractor's Work Product to date shall be delivered to the City, and it will become and remain property of the City.

- 3.15 Mutual Agreement. The City and Contractor, by mutual written agreement, may terminate this Contract at any time.
- 3.16 Material Breach. Either Party may terminate this Contract in the event of a Material Breach of this Contract by the other. Prior to such termination, however, the Party seeking the termination shall give to the other Party written notice to cure the Material Breach and of the Party's intent to terminate. If the Party has not entirely cured the Material Breach within thirty (30) Calendar Days of the notice, then the Party giving the notice shall have the option to: (a) terminate this Contract by giving a written notice of termination, (b) seek any remedies in this Contract, in law, or at equity, to the extent not otherwise limited by the terms of this Contract, or (c) any combination thereof.
- 3.17 Force Majeure. Either Party may terminate this Contract due to a Force Majeure event as set forth in Section 5.12, Force Majeure.
- 3.18 Bankruptcy. The City may terminate this Contract if Contractor: (a) becomes insolvent, makes a general assignment for the benefit of creditors; (b) suffers or permits the appointment of a receiver for its business or assets; (c) becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, and such proceeding has not been dismissed within a sixty (60) Calendar Day period; or (d) has wound up or liquidated, voluntarily or otherwise.
- 3.19 Void Assignment. In the event that Contractor assigns its obligations under this Contract to a third party in a manner other than as set forth in Section 3.1, Initial Temporary Assignment, or Section 5.7, Assignment, the City shall have the option to terminate this Contract without any notice or cure period or further obligation to Contractor or the assignee, and promptly receive a refund for fees paid for Products delivered and/or Services performed by the third party.
- 3.20 Waiver. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach of this Contract. The failure of either Party to insist upon any of its rights under this Contract upon one or more occasions, or to exercise any of its rights, shall not be deemed a waiver of such rights on any subsequent occasions.
- 3.21 Severability. Any section of this Contract which is held or declared void, invalid, illegal or otherwise not fully enforceable shall not affect any other provision of this Contract and the remainder of this Contract shall continue to be binding and of full force and effect. This Contract shall be binding upon and inure to the benefit of the City and its successors and assigns.
- 3.22 Business Tax Registration. Contractor shall register for a City of Portland business license as required by Chapter 7.02 of the Code of the City of Portland prior to execution of this Contract. Additionally, Contractor shall pay all fees or taxes due under the Business License Law and the Multnomah County Business Income Tax (MCC Chapter

12) during the full term of this Contract. Failure to be in compliance may result in payments due under this Contract to be withheld to satisfy amount due under the Business License Law and the Multnomah County Business Income Tax Law.

- 3.23 EEO Certification. Contractor shall be certified as an Equal Employment Opportunity Affirmative Action Employer as prescribed by Chapter 5.33.076 of the Code of the City of Portland and maintain its certification throughout the term of this Contract.
- 3.24 Non-Discrimination in Benefits. Throughout the term of this Contract, Contractor shall provide and maintain benefits to its employees with domestic partners equivalent to those provided to employees with spouses as prescribed by Chapter 5.33.077 of the Code of the City of Portland.
- 3.25 Sustainability. Pursuant to the City's Sustainable City Principles, which direct City Bureaus to pursue long-term social equity, environmental quality, and economic vitality through innovative and traditional mechanisms, Contractor is encouraged to incorporate these Principles into its scope of work with the City wherever possible. Therefore, in accordance with the Principles and the City's Sustainable Procurement Policy, it is the policy of the City of Portland to encourage the use of Products or Services that help to minimize the human health and environmental impacts of City operations. Contractor is encouraged to incorporate environmentally preferable Products or Services into its work performance wherever possible. "Environmentally preferable" means Products or Services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the Product or Service.
- 3.26 Packaging. All packaging should be minimized to the maximum extent possible without compromising product quality. The City encourages packaging that is reusable, readily recyclable in local recycling programs, is made from recycled materials, and/or is collected by Contractor for reuse/recycling.
- 3.27 News Releases and Public Announcements. Contractor shall not use the City seal or other representations of the City in its external advertising, marketing, website, or other promotional efforts, nor shall Contractor issue any news release or public announcements pertaining to this Contract or the Project without the express written approval of the City. Such approval may be withheld in the City's sole discretion. Contractor shall not use the City seal without specific written permission from the City Auditor.
- 3.28 Rule of Construction/Contract Elements/Headings. This Contract has been drafted by the City in the general format by the City as a convenience to the Parties only and shall not, by reason of such action, be construed against the City. Section headings are for ease of

reference and convenience only and shall not affect or enter into the interpretation of any portion of this Contract.

- 3.29 Survival. All obligations relating to Confidential Information; indemnification; publicity; representations and warranties; remedies; proprietary rights; limitation of liability; and obligations to make payments of amounts that become due under this Contract prior to termination or expiration shall survive the termination or expiration of this Contract and shall, to the extent applicable, remain binding and in full force and effect for the purposes of the ongoing business relationship by and between Contractor and the City.
- 3.30 Changes in City Code. Both the City and Central Eastside Together recognize that this Contract is conditional upon Chapter 6.06 of the City Code, which may be subject to change prior to the end date of the term of this Contract. Both parties agree that if City Code change occurs, then any sections of this agreement affected by the code change will be renegotiated prior to the end of the term. Both parties agree that renegotiation will include a reasonable timeline for transition to an amended agreement that is fully in compliance with any changes in City Code.

#### **SECTION 4 STATUTORY REQUIREMENTS, PUBLIC RECORDS AND CONFIDENTIALITY**

- 4.1 Governing Law and Jurisdiction. This Contract shall be construed according to the laws of the State of Oregon without reference to the conflict of laws' provisions. Any litigation between the City and Contractor arising under this Contract or out of work performed under this Contract shall occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.
- 4.2 Public Records Request. Contractor acknowledges that the City of Portland is subject to the Oregon Public Records Act and Federal law. Third persons may claim that the Confidential Information Contractor submitted to the City hereunder may be, by virtue of its possession by the City, a public record and subject to disclosure pursuant to the Oregon Public Records Act. The City's commitments to maintain certain information confidential under this Contract are all subject to the constraints of Oregon and federal laws. All information submitted by Contractor is public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions for which Contractor requests and meets an exemption from disclosure consistent with federal or Oregon law. Within the limits and discretion allowed by those laws, the City will maintain the confidentiality of information. Documents or information identified by the Contractor as confidential may be disclosed by the City if the City determines, in its sole discretion, that the the Contractor's documents or information are subject to disclosure under Oregon Public Records Law. Information submitted by the Contractor which the Contractor claims confidentiality or exemption from public records disclosure must be clearly marked and relevant public records exemption identified. In the event the City receives a public records request applicable to Contractor's documents or information, the City will make

an independent determination regarding exemptions that may apply to documents or information properly marked as confidential by the Contractor.

4.3 Public Records. The City will retain one (1) copy of any public records for the express purposes of complying with State of Oregon and Portland City Code public records and archiving laws.

4.4 Confidentiality.

4.4.1 Contractor's Confidential Information. During the term of this Contract, Contractor may disclose to the City, certain Contractor Confidential Information pertaining to Contractor's business. Contractor shall be required to mark Confidential Information CONFIDENTIAL with a restrictive legend or similar marking. If CONFIDENTIAL is not clearly marked, or the Contractor's Confidential Information cannot be marked with a restrictive legend or similar marking or is disclosed either orally or by visual presentation, Contractor shall identify the Confidential Information as confidential at the time of disclosure or within a reasonable time thereafter. This Contract itself shall not be considered Confidential Information. Subject to Section 4.2, the City shall: (1) limit disclosure of Contractor Confidential Information to those directors, employees, contractors and agents of the City who need to know the Contractor Confidential Information in connection with the City Project and who have been informed of confidentiality obligations at least as strict as those contained in this Contract, and (2) exercise reasonable care to protect the confidentiality of the Contractor Confidential Information, at least to the same degree of care as the City employs with respect to protecting its own proprietary and confidential information.

4.4.2 City's Confidential Information. Contractor shall treat as confidential any City Confidential Information that has been made known or available to Contractor or that Contractor has received, learned, heard or observed; or to which Contractor has had access. Contractor shall use City Confidential Information exclusively for the City's benefit in the performance of this Contract. Except as may be expressly authorized in writing by the City, in no event shall Contractor publish, use, discuss or cause or permit to be disclosed to any other person such City Confidential Information. Contractor shall (1) limit disclosure of the City Confidential Information to those directors, officers, employees, subcontractors and agents of Contractor who need to know the City Confidential Information in connection with the City Project and who have agreed in writing to confidentiality obligations at least as strict as those contained in this Contract, (2) exercise reasonable care to protect the confidentiality of the City Confidential Information, at least to the same degree of care as Contractor employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City, upon its request, all materials containing City Confidential Information, in whatever form, that are in Contractor's possession or custody or under its control. Contractor is expressly restricted from and shall not use the Intellectual Property Rights of the City without the City's prior written consent.



- 4.4.3 Scope. This Contract shall apply to all City Confidential Information previously received, learned, observed, known by or made available to Contractor. Contractor's confidentiality obligations under this Contract shall survive termination or expiration of this Contract.
- 4.4.4 Equitable Relief. Contractor acknowledges that unauthorized disclosure of City Confidential Information will result in irreparable harm to the City. In the event of a breach or threatened breach of this Contract, the City may obtain injunctive relief prohibiting the breach, in addition to any other appropriate legal or equitable relief. The Parties agree that, notwithstanding any other section of this Contract, in the event of a breach or a threatened breach of Contract terms related to Confidential Information or Intellectual Property Rights, the non-breaching Party shall be entitled to seek equitable relief to protect its interests, including but not limited to injunctive relief. Nothing stated herein shall be construed to limit any other remedies available to the Parties.
- 4.4.5 Discovery of Documents. In the event a court of competent jurisdiction orders the release of Confidential Information submitted by one Party, the other Party will notify the Party whose Confidential Information is being requested to be disclosed of the request. The Party receiving the request shall allow the other Party to participate in the response at its own expense. Each Party will comply with any effective court order.

## **SECTION 5 CONTRACTOR PERFORMANCE AND WARRANTIES**

5.1 General Warranties. Contractor makes the following warranties:

- 5.1.1 Capacity. Contractor warrants it has the legal authority and capacity to enter into and perform this Contract.
- 5.1.2 Authority to Conduct Business. Contractor warrants it is lawfully organized and constituted and duly authorized to operate and do business in all places where it shall be required to do business under this Contract, and that it has obtained or will obtain all necessary licenses and permits required in connection with this Contract.
- 5.1.3 Disclosure of Litigation. Contractor warrants that as of the Effective Date there are no suits, actions, other proceedings, or reasonable anticipation thereof, in any judicial or quasi-judicial forum that will or may adversely affect Contractor's ability to fulfill its obligations under this Contract. Contractor further warrants that it will immediately notify the City in writing if, during the Term of this Contract, Contractor becomes aware of, or has reasonable anticipation of, any lawsuits, actions, or proceedings in any judicial or quasi-judicial forum that involves Contractor or any Subcontractor and that will or may adversely affect Contractor's ability to fulfill its obligations under this Contract.

- 5.1.4 Conflict of Interest. Contractor warrants it has no present interest and shall not acquire any interest that would conflict in any manner with its duties and obligations under this Contract.
- 5.1.5 Compliance with Applicable Law. Contractor warrants it has complied and shall comply with all applicable federal, state, and local laws and regulations of its domicile and wherever performance occurs during the term of this Contract. Contractor warrants it is currently in compliance with all tax laws.
- 5.1.6 Public Contracts. Contractor shall observe all applicable state and local laws pertaining to public contracts. ORS Chapters 279A and 279B require every public contract to contain certain provisions. To the extent applicable, ORS 279B.220, 279B.230 and 279B.235 are incorporated into this Contract by reference.
- 5.1.7 Compliance with Civil Rights Act. Contractor warrants it is in compliance with Title VI of the Civil Rights Act of 1964 and its corresponding regulations as further described at: <http://www.portlandoregon.gov/bibs/article/446806>
- 5.1.8 Respectful Workplace Behavior. The City is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees of the City as well as contractors, vendors or consultants who provide services to the City of Portland. Contractor warrants its compliance with terms and conditions HR 2.02 as further described at: <https://www.portlandoregon.gov/citycode/27929>
- 5.2 Grant Funding. This Contract is currently not using grant funding. However, in the event that City acquires or uses grant funding to pay for any portion of this Contract, the City and Contractor agree to amend the Contract to include the federally required terms and conditions. General grant terms may be found at <http://www.portlandoregon.gov/bibs/article/455735>
- 5.3 Compliance with Non-Discrimination Laws and Regulations.
- 5.3.1 Nondiscrimination. Pursuant to all City, State, and federal non-discrimination and civil rights laws, Contractor, with regard to the work performed by it during this Contract, shall not discriminate on the grounds of race, color, national origin, including limited English proficiency, sex, sexual orientation, gender identity, age, religion or non-religion, disability, marital status, family status, or source of income, including in employment practices, the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- 5.3.2 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by

Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract relative to nondiscrimination on the grounds of race, color, national origin, sex, sexual orientation, age, religion, disability, marital status, or family relationships.

- 5.3.3 Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such contract sanctions as it or any state or federal agency may determine to be appropriate, including, but not limited to withholding of payments to Contractor under this Contract until Contractor complies, and/or cancellation, termination, or suspension of this Contract, in whole or in part.
- 5.3.4 ADA Compliance. Contractor shall comply with the Americans With Disabilities Act (ADA), including any duty the ADA may impose on City or Contractor as a result of the Products, Services or activities requested to be provided for City under this Contract.

At minimum, Contractor shall do the following:

Contractor shall work with the ESD Coordinator to ensure all reports and information provided to the public are accessible to all persons; that all persons are able to participate in public processes and decision making, including persons with limited English proficiency; and that negative impacts do not disproportionately fall on persons of color or low income communities.

Contractor shall document each ADA request for modification to the Products or Services and Contractor's fulfillment of the request. If Contractor determines that it is unable to promptly fulfill the request for modification under the ADA, Contractor will contact the City contract manager within the same business day, proving reasons why Contractor is unable to fulfill the request for modification and to identify alternate accessibility options that Contractor can perform.

Within fifteen (15) Business Days after receipt, City and Contractor shall advise the other Party in writing, and provide the other Party with copies (as applicable) of any notices alleging violation of or noncompliance with the ADA relating to the Contract, or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to the Contract or the programs, Products, Services or activities that Contractor is undertaking for City under this Contract.

- 5.3.5 Required Reporting. If any person or class of persons files a complaint with Contractor alleging discrimination under Title VI of the Civil Rights Act of 1964 (race, color, or national origin, including limited English proficiency), Contractor will notify the City of Portland of the complaint and cooperate with any investigation related to

the complaint. Notifications shall be sent to Title VI Program Manager, 421 SW 6th Ave, Suite 500, Portland, Oregon 97204, or [title6complaints@portlandoregon.gov](mailto:title6complaints@portlandoregon.gov).

5.4 Goods and Service(s) Warranties. Contractor makes the following warranties:

5.4.1 No Third-Party Conflict or Infringement. As of the Effective Date, Contractor warrants the execution and performance of this Contract, shall not contravene the terms of any contracts with third parties or any third-party Intellectual Property Right; and, as of the Effective Date of this Contract, there are no actual or threatened legal actions with respect to the matters in this provision. Contractor agrees to promptly notify the City, in writing, if during the Term of the Contract, a potential third-party conflict or infringement of third-party Intellectual Property Rights arises.

5.4.2 No Encumbrances. All Deliverables provided by Contractor under this Contract shall be transferred to the City free and clear of any and all restrictions of transfer or distribution and free and clear of any and all liens, claims, security interests, liabilities and encumbrances of any kind.

5.4.3 Conformance with Specifications. Contractor warrants that the Goods and Services shall operate in conformance with the Specifications.

5.4.4 Compliance with Law. Contractor warrants that the Deliverables conform to all requirements of applicable law, including all applicable health, safety, privacy, data security and environmental laws and regulations.

5.4.5 Industry Standards. Contractor warrants that the Services performed under this Contract will meet the standards of skill and diligence normally employed by persons performing the same or similar services.

5.4.6 Substitution or Modification of Products at No Charge. In the event that Contractor substitutes or modifies the Deliverables, Contractor shall ensure that the new or modified Deliverables shall conform in all aspects to the Specifications. Such substitutions or modifications shall in no way degrade the performance of functionality of the Deliverables and shall not result in additional cost to the City.

5.5 No Waiver of Warranties or Representation. Delivery of Goods or performance of Services shall not be construed to represent Acceptance nor relieve Contractor from its responsibility under any representation or warranty. If the City makes a payment prior to full performance, the payment does not grant a waiver of any representation or warranty by Contractor.

5.6 No Third Party to Benefit. This Contract is entered into for the benefit of the City and Contractor. Except as set forth herein, nothing in this Contract shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to

authorize anyone not a Party to this Contract to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Contract.

- 5.7 Assignment. Aside from Section 3.1, Temporary Initial Assignment, neither Party shall assign, transfer, or delegate all or any part of this Contract, or any interest therein, without the other Party's prior written consent, which shall not be unreasonably withheld. For purposes of this Section, the acquisition, merger, consolidation or change in control of Contractor or any assignment by operation of law shall be considered an assignment of this Contract that requires the City's prior written consent. Notwithstanding the foregoing: (a) in the event that the City's business needs change or the City enters into an agreement with a provider for outsourcing services, Contractor agrees that the City shall have the right to assign this Contract to a successor of all, substantially all, or specified area(s) of the City's business, including an outsourcing provider, upon written notice to the other Party, and (b) Contractor may, without the City's consent, but upon prior written notice to the City, assign its right to payment under this Contract or grant a security interest in such payment to any third party without requiring that the third party be liable for the obligations of Contractor under this Contract. Any attempted assignment or delegation in violation of this Section shall be void.
- 5.8 Notice of Change in Financial Condition. Contractor must maintain a financial condition commensurate with the requirements of this Contract. If, during the term of this Contract, Contractor experiences a change in its financial condition which may adversely affect its ability to perform the obligations of this Contract, Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in financial condition is sufficient grounds for terminating this Contract.
- 5.9 Notice of Change in Ownership. If, during the term of this Contract, Contractor experiences a change in ownership or control, Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in ownership or control is sufficient grounds for terminating this Contract.
- 5.10 Subcontractors. Contractor shall not subcontract any work under this Contract without the City's prior written consent. Contractor shall be fully responsible for the acts and omissions of its Subcontractors, including any Affiliates, at all levels, and of their agents and employees. Contractor shall ensure that all applicable provisions of this Contract (including those relating to Insurance, Indemnification, and Confidentiality) are included in all of its subcontracts. The City reserves the right to review any agreements between Contractor and its Subcontractors for Goods and Services authorized under this Contract.

Contractor will follow the City of Portland's Sustainable Contracting Policy and Fair Wage Policy for all subcontract work.

All D/M/W/ESB/SDVBE (COBID Certified) subcontractors/suppliers identified in Contractor's proposals shall be used in their proposed capacity during Contract performance. If Contractor desires to replace any D/M/W/ESB/SDVBE

subcontractors/suppliers under this Contract all substitution requests must have approval from the City's Chief Procurement Officer before such substitutions can be made. In no event shall Contractor subcontract any work, assign any rights, or delegate any obligations under this Contract without the City's prior written consent.

5.11 Flow-down Clauses. Contractor shall include the following clauses, or substantially similar language, in its subcontracts under this Contract:

Section 4.4, Confidentiality  
Section 5.3, Compliance with Non-Discrimination Laws and Regulations  
Section 6.1, Hold Harmless and Indemnification  
Section 6.2, Insurance

5.12 Force Majeure.

5.12.1 In the event that either Party is unable to perform any of its obligations under this Contract due to a Force Majeure Event not the fault of the affected Party, the Party who has been so affected immediately shall give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, the performance obligations affected by the Force Majeure event shall immediately be suspended.

5.12.2 If the period of nonperformance exceeds fifteen (15) Calendar Days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract or any Statement of Work.

5.12.3 If the period of nonperformance due to a Force Majeure Event does not exceed fifteen (15) Calendar Days, such nonperformance shall automatically extend the Project schedule for a period equal to the duration of such events. Any Warranty Period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such event.

5.12.4 If the period of nonperformance due to Force Majeure Event is longer than fifteen (15) Calendar Days, the Parties shall negotiate options for mitigation of the Force Majeure Event.

5.13 Ownership of Property. All work product produced by the Contractor under this Contract is the exclusive property of the City. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The Contractor and the City intend that such Work Product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," the Contractor hereby irrevocably assigns and transfers to the City all right, title and interest in such Work Product, whether arising from copyright, patent, trademark,

trade secret, or any other state or federal intellectual property law or doctrines. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Contractor is an architect, the Work Product is the property of the Consultant-Architect, and by execution of this Contract, the Contractor-Architect grants the City an exclusive and irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets, and other proprietary rights of Contractor are and will remain the exclusive property of Contractor. Contractor hereby grants to the City a non-exclusive, perpetual, irrevocable license, with the right to sublicense, to disclose, copy, distribute, display, perform, prepare derivative works of and otherwise exploit any pre-existing Intellectual Property Rights incorporated into the Work Product(s).

## **SECTION 6 INDEMNIFICATION, INSURANCE, BONDING, LIQUIDATED DAMAGES**

### **6.1 Hold Harmless and Indemnification.**

- 6.1.1 Contractor shall indemnify, defend and hold harmless the City of Portland, its officers, agents, and employees, from all claims, demands, suits, and actions for all losses, damages, liabilities, costs and expenses (including all attorneys' fees and costs), resulting from or arising out of the actions, errors, or omissions of Contractor or its officers, employees, Subcontractors, or agents under this Contract.
- 6.1.2 Infringement Indemnity. Contractor shall indemnify, defend, and hold harmless the City, its directors, officers, employees, and agents from and against any and all claims, demands, suits, and actions for any damages, liabilities, losses, costs, and expenses (including reasonable attorney fees, whether or not at trial and/or on appeal), arising out of or in connection with any actual or alleged misappropriation, violation, or infringement of any proprietary right or Intellectual Property Right of any person whatsoever. The City agrees to notify Contractor of the claim and gives Contractor sole control of the defense of the claim and negotiations for its settlement or compromise.
- 6.1.3 Contractor shall indemnify, defend, and hold harmless the City against any taxes, premiums, assessments, and other liabilities (including penalties and interest) that the City may be required to pay arising from Goods and Services provided by Contractor under this Contract. The City of Portland, as a municipal corporation of the State of Oregon, is a tax-exempt unit of local government under the laws of the State of Oregon and is not liable for any taxes.

- 6.2 Insurance. Contractor shall not commence work until Contractor has met the insurance requirements in this section and Contractor has provided insurance certificates approved

by the City Attorney. Contractor shall acquire insurance issued by insurance companies or financial institutions with an AM Best rating of A- or better and duly licensed, admitted and authorized to do business in the State of Oregon.

- 6.2.1 Insurance Certificate. As evidence of the required insurance coverage, Contractor shall provide compliant insurance certificates, including required endorsements, to the City prior to execution of the Contract. The certificates shall list the City as certificate holder. Contractor shall maintain continuous, uninterrupted coverage for the Term of this Contract and to provide insurance certificates demonstrating the required coverage for the Term of this Contract. Contractor's failure to maintain insurance as required by this Contract constitutes a Material Breach of this Contract. Contractor must notify the City in writing thirty (30) Calendar Days prior to a cancellation, non-renewal, or changes to the insurance policy.
- 6.2.2 Additional Insureds. For commercial general liability coverage, Contractor shall provide City with a blanket additional insured endorsement form that names the City of Portland, Oregon, and its officers, agents and employees, as an additional insured. The additional insured endorsement must be attached to the general liability certificate of insurance.
- 6.2.3 Insurance Costs. Contractor shall be financially responsible for all premiums, deductibles, self-insured retentions, and self-insurance.
- 6.2.4 Coverage Requirements. Contractor shall comply with the following insurance requirements:
- 6.2.4.1 Commercial General Liability. Contractor shall acquire commercial general liability ("CGL") and property damage insurance coverage in an amount not less than \$2 million per occurrence for damage to property or personal injury arising from Contractor's work under this Contract.  
 Required and attached  Reduced by Authorized Bureau Director  Waived by Authorized Bureau Director
- 6.2.4.2 Automobile Liability. Contractor shall acquire automobile liability insurance to cover bodily injury and property damage in an amount not less than \$2 million for each accident. Contractor's insurance must cover damages or injuries arising out Contractor's use of any vehicle.  
 Required and attached  Reduced by Authorized Bureau Director  Waived by Authorized Bureau Director
- 6.2.4.3 Workers' Compensation. Contractor shall comply with Oregon workers' compensation law, ORS Chapter 656, as it may be amended. If Contractor is required by ORS Chapter 656 to carry workers' compensation insurance, Contractor shall acquire workers' compensation coverage for all subject workers as defined by ORS Chapter 656 and shall maintain a current, valid



certificate of workers' compensation insurance on file with the City for the entire period during which work is performed under this Contract. Contractor shall acquire workers compensation coverage in an amount not less than \$1 million each accident, \$1 million disease each employee, and \$1 million disease policy limit.

Required and attached  Proof of exemption (Complete Independent Contractor Certification Statement)

6.2.5 Insurance Requirements for Subcontractors. Contractor shall contractually require its Subcontractors to acquire and maintain for the duration of this Contract insurance equal to the minimum coverage limits required above.

6.3 Rolling Estoppel. Unless otherwise notified by Contractor, it shall be understood that the City shall have met all its obligations under this Contract. The City will be conclusively deemed to have fulfilled its obligations with regards to the License Fee unless it receives written notification described in the process outlined in Exhibits C and D. The city will be conclusively deemed to have fulfilled its obligations with regards to the BES Funds, unless it receives written notification of a failure to meet such obligations in the next status report, or within ten (10) Business Days following such failure, whichever is sooner, and Contractor identifies the specific failure in that notification. The City's failure to meet obligations must be described in terms of how it has affected the Project schedule or a specific performance requirement of Contractor.

6.3.1 Contractor is estopped from claiming that a situation has arisen that might otherwise justify changes in Project timetable, the standards of performance under this Contract, or the Contract price, if Contractor knew of that problem and failed to provide notification to the City as set forth above or to include it in the applicable status report to the City's Project Manager.

6.3.2 In the event Contractor identifies a situation that is impairing Contractor's ability to perform for any reason, Contractor's notification should contain Contractor's suggested solutions to the situation. These suggestions should be in sufficient detail so that the City's Project Manager can make a prompt decision as to the best method of dealing with the problem and continuing the Project in an unimpeded fashion.

6.4 Dispute Resolution. Contractor shall cooperate with the City to ensure that all claims and controversies which arise during this Contract will be resolved as expeditiously as possible in accordance with the following resolution procedure:

6.4.1 Any dispute between the City and Contractor, including any dispute related to a party's scope of work that is not resolved after following the complaint procedure set forth in Exhibit C and Exhibit D, shall be resolved, if possible by the Project Manager or their designee on behalf of the City and the Executive Director on behalf of Contractor.

- 6.4.2 If the Project Manager or the Project Manager's designee and Contractor are unable to resolve any dispute within three (3) Business Days after notice of such dispute is given by either Party to the other, the matter shall be submitted to the Chief Administrative Officer on behalf of the City and the Board Chair on behalf of Contractor for resolution, if possible.
- 6.4.3 Should any dispute arise between the Parties concerning this Contract that is not resolved by mutual agreement above, it is agreed that such dispute will be submitted to mandatory mediated negotiation prior to any Party's commencing arbitration or litigation. In such an event, the Parties to this Contract 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 the Parties.
- 6.4.4 Should an equitable solution not result from the foregoing, the City and Contractor shall be free to pursue other remedies allowed under this Contract.
- 6.4.5 Unless ordered by the City to suspend performance of all or any portion of Contractor's Services or delivery of Goods, Contractor shall proceed with the performance of such Services or delivery of Goods without any interruption or delay during the pendency of any of the foregoing dispute resolution procedures. During the pendency of any of the foregoing dispute resolution procedures, the City shall continue to make all payments that are not in dispute while having the right to withhold payments that are in dispute.
- 6.5 Remedies. The remedies provided in this Contract are cumulative, and may be exercised concurrently or separately. In the event of any Material Breach by Contractor, which Material Breach shall not have been cured as agreed to between the Parties, the City shall have the ability to pursue the City's rights at law or equity. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.
- 6.6 Cost of Cover. In the event of termination of this Contract by the City due to a Material Breach by Contractor, then the City may complete the Project itself, by agreement with another contractor, or by a combination thereof. After termination, in the event the cost of completing the Project exceeds the amount the City would have paid Contractor to complete the Project under this Contract, then Contractor shall pay to the City the amount of the reasonable excess.

## **SECTION 7 MISCELLANEOUS**

- 7.1 Social Media. Contractor will manage social media pages in compliance with the City's Social Media Policy, HR 4.08A. <https://www.portlandoregon.gov/citycode/article/372781>

- 7.2 Video and Audio. Contractor will create video or audio in compliance with the Twenty-First Century Communications and Video Accessibility Act of 2010 and the City's Closed Captioning requirement ARC- BTS 3.04.  
<https://www.portlandoregon.gov/citycode/article/462666>
- 7.3 Websites. Any Contractor's Website created for the City must be compliant with ARC-BTS 3.02. <https://www.portlandoregon.gov/citycode/article/114337> Contractor shall ensure that the webpages comply with version 2.1 Level AA of the "Web Content Accessibility Guidelines" published by the Web Accessibility Initiative (WAI) of the World Wide Web Consortium (W3C), or any subsequent version(s) that are published during the term of the Contract.
- 7.4 Transition from Previous Contract.
- 7.4.1 It is understood by both Parties that this contract contains changes compared to the previous contract between them, it is agreed that the Contractor will have two months from the Effective Date to implement all terms and conditions contained within the main body of the contract, and four months from the Effective Date to implement all terms and conditions contained within Exhibit C: Enhanced Service District Annual Statement of Work.
- 7.4.2 Notwithstanding Section 7.4.1, the ESD Coordinator will have discretion to allow additional time (in excess of four months from the Effective Date) for Contractor to implement specific provisions of Exhibit C: Enhanced Service District Annual Statement of Work. Contractor will submit a request for such additional time in writing to the ESD Coordinator. The writing will describe the terms and conditions of Exhibit C for which additional time for implementation is requested, the reason Contractor is requesting additional time, and the new date by which Contractor will comply with applicable terms and conditions of Exhibit C. The ESD Coordinator and Contractor will mutually agree in writing to the terms of any additional time for implementation.

**SIGNATURE PAGE**

Contractor represents that Contractor has had the opportunity to consult with its own independently selected attorney in the review of this Contract. Neither Party has relied upon any representations or statements made by the other Party that are not specifically set forth in this Contract.

This Contract constitutes the entire agreement between the City and Contractor and supersedes all prior and contemporaneous proposals and oral and written agreements, between the Parties on this subject, and any different or additional terms on a City purchase order or Contractor quotation or invoice.

The Parties agree that they may execute this Contract and any Amendments to this Contract, by electronic means, including the use of electronic signatures.

This Contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereby cause this Contract to be executed.

CONTRACTOR

\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Printed Name and Title

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Contract Number: XXXXXXXXXX

**Contract Title:** Contract for Enhanced Service District Management Services for Central Eastside Industrial District Enhanced Service District

CITY OF PORTLAND SIGNATURES

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor Ted Wheeler

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chief Administrative Officer Tom Rinehart

Approved as to Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Office of City Attorney

DRAFT

**Exhibit A**  
**Projected Five Year Contract Budget**  
**July 1, 2022 – June 30, 2023**  
**for the Contract**  
**for Enhanced Service District Management Services**  
**Between City of Portland and Central Eastside Together**

**1. Enhanced Service District Projected Five Year Contract Budget**

The Enhanced Service District portion will be paid by the Revenue Division based upon the collection of the Central Eastside Industrial District's property management license fee.

Year 1: July 1, 2022 – June 30, 2023:	\$1.44 Million
Year 2: July 1, 2023 – June 30, 2024:	\$1.47 Million
Year 3: July 1, 2024 – June 30, 2025:	\$1.51 Million
Year 4: July 1, 2025 – June 30, 2026:	\$1.54 Million
Year 5: July 1, 2026 – June 30, 2027:	\$1.58 Million
<b>Five Year Total:</b>	<b>\$7.54 Million</b>

**2. Stormwater Facility Maintenance Projected Five Year Contract Budget**

The Stormwater Facility Maintenance portion will be paid by the Bureau of Environmental Services through BES funds, which may be a combination of general fund, restricted ratepayer funds, or an alternative funding source, such as a grant.

Year 1: July 1, 2022 – June 30, 2023:	\$30,000
Year 2: July 1, 2023 – June 30, 2024:	\$30,000
Year 3: July 1, 2024 – June 30, 2025:	\$30,000
Year 4: July 1, 2025 – June 30, 2026:	\$30,000
Year 5: July 1, 2027 – June 30, 2027:	\$30,000
Potential additional site work	\$50,000
<b>Five Year Total:</b>	<b>\$200,000</b>

**3. Total Projected Compensation: \$7.74 Million**

**Exhibit B**  
**Enhanced Service District Annual Budget**  
**July 1, 2022 – June 30, 2023**  
**for the Contract**  
**for Enhanced Service District Management Services**  
**Between City of Portland and Central Eastside Together**

**1. Year 1: July 1, 2022 - June 30, 2023 Annual Budget**

To be provided by Central Eastside Together upon City Council approval of Exhibit C: Annual Statement of Work and approved by the City Project Manager no later than June 30, 2022.

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**Exhibit C**  
**Enhanced Service District Annual Statement of Work**  
**July 1, 2022 – June 30, 2023**  
**for the Contract**  
**for Enhanced Service District Management Services**  
**Between City of Portland and Central Eastside Together**

The Central Eastside Together (“Central Eastside Together”) Board of Directors shall oversee the Central Eastside Services Program, which performs services requested and funded by property owners and managers within the Central Eastside Industrial District Enhanced Service District (“District”), and agreed to with the City of Portland (“City”). The Executive Director of Central Eastside Together will supervise the Central Eastside Services Program. This Annual Statement of Work applies to services during the July 1, 2022 – June 30, 2023, District license year.

Central Eastside Together identifies the following areas as being of significant concern for the ratepayers, businesses, residents, and visitors of the District in 2022-23:

- Maintenance of PBOT assets and the prompt removal of abandoned autos and large trash impeding the right of way;
- Ensuring the safety of Central Eastside Together’s unarmed safety teams;
- Streamlining the collection of Central Eastside Together and City statistics and data;
- Improving metrics for establishing the level of basic City services;
- Ensuring better coordination with Union Pacific for removal of trash and graffiti along the railways; and
- Enforcement of illegal dumping in the right of way.

As described in further detail below, the Central Eastside Services Program operations will consist of:

- The Safety For All program;
- The Cleaning program;
- The Streetscape Improvements and District Identity program; and
- The Community Grants program.

The Central Eastside Services Program will also perform city and community relations, and carry out all administrative duties in overseeing District services.

The Central Eastside Program will provide the following services:

- I. Enhanced Service Districts Evaluation.** The Central Eastside Services Program will participate in the City’s process to evaluate governance and services within the Enhanced Service Districts, as recommended by the August 2020 audit by the City Auditor, through audit completion and the ongoing Enhanced Service District citywide program.
- II. Parking District Funding.** Historically, the Central Eastside Services Program has been partially funded by funds derived from the Central Eastside Parking District as outlined in a



memorandum of understanding between the Portland Bureau of Transportation (PBOT) and Central Eastside Industrial Council (CEIC) based upon the recommendations of the Transportation Parking Advisory Committee (TPAC). Central Eastside Together commits to the use of any such funds in a manner consistent with the most recent memorandum of understanding, any other related written agreements with PBOT, and PBOT policy regarding the use of parking district funds. Central Eastside Together recognizes that the availability of these funds is entirely dependent upon said PBOT agreements and policies, independent of this contract and City policies related to the management of enhanced service districts. Central Eastside Together commits to providing regular updates on the availability and use of these funds for the Central Eastside Services Program. Both the City and Central Eastside Together recognize that in the case of changes to the availability of these funds, the scope of programs can and will be adjusted.

### III. Safety for All Program – Safety Team

- A. Central Eastside Safety Ambassadors (“Safety Ambassadors”). The Central Eastside Services Program shall assign unarmed Safety Ambassadors to patrol the areas within the District to achieve the following:
1. Provide a presence of public safety on the street and sidewalks within the District by walking foot beats and performing bicycle and vehicle patrols to de-escalate or defuse crisis situations and conflicts, and provide net referrals;
    - i. Patrols will be assigned by the Lead Ambassador and based on reported areas of high rates of crimes and calls for service.
  2. Address crisis situations by intervening verbally, reporting criminal conduct and disorder to the Portland Police Bureau, and calling emergency and fire bureau services when warranted;
    - i. Safety Ambassadors are civilians and not law enforcement, they will not undertake any criminal investigation or perform citizen’s arrests except in an emergency or when specifically requested or directed by Portland Police bureau officers to assist.
  3. Respond to calls for service from businesses, organizations, and housed and unhoused residents and visitors within the District;
    - i. Property owners must sign a waiver allowing Safety Ambassadors to address trespassing or other issues on the exterior spaces of their private property.
    - ii. Safety Ambassadors will aim to respond in a timely manner.
  4. Provide chaperone services for individuals with safety concerns going to/from their vehicle or public transportation.

5. Work closely with the Safety for All Program Care Team to connect with people experiencing houselessness respectfully and compassionately.
  6. Interact with, and build and maintain positive relationships with businesses, visitors, and unhoused and housed residents;
  7. Share environmental design remedies to address high biohazard, graffiti, crime, and trash frequency areas; and
  8. Assist the Joint Office of Homeless Services in resource distribution as needed.
  9. Safety Ambassadors shall be courteous and professional and conduct their duties in an appropriate trauma informed manner, as defined by:  
<https://traumainformedoregon.org>.
- B. In performance of their duties, Safety Ambassadors shall:
1. Wear appropriate uniforms with the Central Eastside Together insignia that are clearly distinct from Portland Police Bureau officer uniforms, have clearly visible nametags, are non-theatening and non-intimidating, and maintain a neat and clean appearance;
  2. Be equipped with communications equipment which allows them to remain in contact with the Lead Ambassador, a central dispatch, and public services as needed;
    - i. A staff person shall be on duty to monitor the central dispatch, handle filing activities, input incidents and activity data, answer questions, and route information to and from the public.
  3. Carry business cards which they will distribute during interactions or upon request;
    - i. Business cards will include their name, their affiliation as a Central Eastside Together contracted employee, and directions on how to contact Central Eastside Together to request information or file a complaint or commendation.
  4. Maintain a daily log and file incident reports;
  5. Will ask people to leave private property, but will not enter buildings, and will report all situations which appear to be unsafe to the proper public safety organization; and
  6. Be unarmed and never physically move an individual without that individual's consent.
- C. With regards to training, Safety Ambassadors shall:

1. Abide by Oregon State law and Department of Public Safety Standards and Training (“DPSST”) certification standards applicable to private security; and
  2. Receive 12 hours of additional training when hired and every six months thereafter.
    - i. Training will include conflict resolution, de-escalation, first aid, mental health crisis response, trauma informed intervention, and social services safety net referrals.
    - ii. Central Eastside Together commits to working with the City of Portland Enhanced Service District Coordinator to regularly review existing training and examine the need for further or modified training.
    - iii. Whenever possible Central Eastside Together will train Safety Team members with Care Team members.
- D. Safety Ambassadors shall be under the direction of the following personnel:
1. Lead Ambassador. The Lead Ambassador shall:
    - i. Assign day-to-day responsibilities for the Safety Team on duty;
    - ii. Be responsible for scheduling, performance records, continuing in-service training, crew and program evaluation, and disciplinary action;
    - iii. Maintain direct contact with the District’s Janitorial Supervisor to ensure the coordination of safety and cleaning efforts;
    - iv. Maintain direct contact with the Care Team to ensure the coordination of all Safety for All efforts;
    - v. Meet all requirements outlined for Safety Ambassadors; and
    - vi. Be full-time equivalent with salary based on a 40-hour work week.
  2. Program Coordinator. The Program Coordinator shall:
    - i. Hire and supervise the Safety Team to meet contract requirements;
    - ii. Attend or coordinate attendance at planning meetings with District personnel, resource agencies, government and other Central Eastside stakeholders; and
    - iii. Oversee the receipt and investigation of citizen complaints regarding Central Eastside Safety Ambassadors in accordance with Section XII.J of this Attachment.

- E. Operations of the Safety Ambassadors shall generally be carried out as follows:
1. Staggered eleven (11) hour shifts seven days per week during the day and into the evening;
  2. A maximum of seven (7) Safety Ambassadors, including a Lead Ambassador, operating during any given 24 hour period;
    - i. In cases of special events or significant incidents, more than seven (7) Safety Ambassadors can operate during any given 24 hour period if approved by the City of Portland Enhanced Service District Coordinator.
  3. Patrol routes will be configured for more frequent coverage in areas of high pedestrian activity and high rates of calls for service and crime; and
  4. Will utilize the following outlined incident protocol to track and reflect the use of de-escalation techniques.
    - i. Level 0: For cases involving suspicious or concerning behavior, Safety Ambassadors will approach with respect, seek to establish rapport, listen to understand the situation, and express kindness and care.
    - ii. Level 1: Safety Ambassadors utilize de-escalation techniques, mental health crisis response, and trauma informed intervention training to resolve issues.
    - iii. Level 2: If response to Level 1 is resistance and escalation, Safety Ambassadors will act as observers while extricating themselves from the situation.
    - iv. Level 3: For cases where there is a live threat with an actual knife, gun, or weapon in hand, or an immediate threat to safety, such as domestic violence, Safety Ambassadors will call the police immediately.
    - v. This incident protocol will be tracked and used whether the team is engaged directly in the incident or just witnessing the incident.

#### **IV. Safety for All Program – Care Team**

- A. Central Eastside Outreach Ambassadors (“Outreach Ambassadors”). Central Eastside Together shall assign Outreach Ambassadors to work within the Enhanced Service District to achieve the following:
1. Work to build relationships and trust with individuals experiencing houselessness, and offer connection to medical, behavioral health, and mental health resources, depending on the individual’s stated needs and interests.
  2. Respond to calls for service within the District;

- i. Outreach Ambassadors will ask people to leave private property, but will not enter buildings, and will report all situations which appear to be unsafe to the Safety Team or the proper public safety organization.
    - ii. Property owners must sign a waiver allowing Outreach Ambassadors to ask an individual to leave their private property or address other issues on the exterior spaces of their private property.
    - iii. They will be unarmed and never physically move an individual without that individual's consent.
  3. Focus on building and maintaining relationships with business, visitors, and housed and unhoused residents, to help in mediating and preventing conflict within the District;
  4. Assist the Joint Office of Homeless Services in resource distribution as needed;
  5. Work closely with the Safety Team to aid them in connecting with people experiencing houselessness respectfully and compassionately; and
  6. Outreach Ambassadors shall be courteous and professional and conduct their duties in an appropriate trauma informed manner, as defined by:  
<https://traumainformedoregon.org>.
- B. In performance of their duties, Outreach Ambassadors shall:
1. Wear appropriate uniforms with the intent of being easily identifiable as Care Team members, but in a way which is viewed as non-threatening and non-intimidating to those they are expected to work with;
    - i. Uniforms shall include a Central Eastside Together insignia and clearly visible nametags.
  2. Maintain a neat and clean appearance;
  3. Be equipped with communications equipment which allows them to remain in contact with the Care Coordinator, a central dispatch, and public services as needed;
    - i. A staff person shall be on duty to monitor the central dispatch, handle filing activities, input incidents and activity data, answer questions, and route information to and from the public.
  4. Carry business cards which they will distribute during interactions or upon request; and

- i. Business cards will include their name, their affiliation as a Central Eastside Together contracted employee, and directions on how to contact Central Eastside Together to request information or file a complaint or commendation.
5. Maintain a daily log.
  - i. Care Team staff are not required to have DPSST certification and, as such, will contact the Safety Team when DPSST tasks need to be performed, such as filing an incident report.
- C. With regards to training, Outreach Ambassadors shall:
1. When possible have lived experience of houselessness and/or housing insecurity; and
  2. Receive 12 hours of training when hired and every six months thereafter.
    - i. Training will include conflict resolution, de-escalation, first aid, mental health crisis response, trauma informed intervention, and social services safety net referrals.
    - ii. Central Eastside Together commits to working with the City of Portland Enhanced Service District Coordinator to regularly review existing training and examine the need for further or modified training.
    - iii. Whenever possible Central Eastside Together will train Safety Team members with Care Team members.
- D. Outreach Ambassadors shall be under the direction of the following personnel:
1. Care Coordinator. The Care Coordinator shall:
    - i. Assign day-to-day responsibilities for the Care Team on duty;
    - ii. Be responsible for scheduling, performance records, continuing in-service training, crew and program evaluation, and disciplinary action;
    - iii. Assist in Care Team and Safety Team calls for service requiring trauma informed best practices;
    - iv. Maintain direct contact with the District's Janitorial Supervisor to ensure the coordination of safety and cleaning efforts;
    - v. Maintain direct contact with the Safety Team to ensure the coordination of all Safety for All efforts;

- vi. Build and maintain relationships with service providers and community aid groups, including those which are culturally specific;
  - vii. Meet all requirements outlined for Outreach Ambassadors; and
  - viii. Be full-time equivalent with salary based on a 40-hour work week.
2. Assistant Care Coordinator. The Assistant Care Coordinator shall:
- i. Assist in Care Team and Safety Team calls for service requiring trauma informed best practices;
  - ii. Maintain direct contact with the District's Janitorial Supervisor to ensure the coordination of safety and cleaning efforts;
  - iii. Maintain direct contact with the Safety Team to ensure the coordination of all Safety for All efforts;
  - iv. Build and maintain relationships with service providers and community aid groups, including those which are culturally specific;
  - v. Meet all requirements outlined for Outreach Ambassadors; and
  - vi. Handle all other duties of the Care Coordinator as needed.
3. Program Coordinator. The Program Coordinator shall:
- i. Supervise the Care Team to meet contract requirements;
  - ii. Attend or coordinate attendance at planning meetings with District personnel, resource agencies, government and other Central Eastside stakeholders.
  - iii. Oversee the receipt and investigation of citizen complaints regarding Central Eastside Outreach Ambassadors in accordance with Section XII.J of this Attachment.
- E. Operations of the Outreach Ambassadors shall generally be carried out as follows:
- 1. Ten (10) hour shifts on weekdays during daylight hours;
  - 2. A maximum of four (4) Outreach Ambassadors, including a Care Coordinator and Assistant Care Coordinator, operating during any given 24 hour period;
    - i. In cases of special events or significant incidents, more than five (5) Outreach Ambassadors can operate during any given 24 hour period if approved by the City of Portland Enhanced Service District Coordinator.

3. The Care Team will respond mostly to dispatches from the main call center and in partnership with the Safety Team. They will also circulate through the District based on client needs and follow up.

#### **V. Safety for All Program – Licensed Clinical Social Worker**

- A. Central Eastside Together shall obtain the services of a licensed clinical social worker, who specializes in trauma informed care, who shall:
  1. Operationalize the tenants of trauma informed care into all Central Eastside Together programs and organizational policies;
  2. Act as a clinical resource for the Safety Team and Care Team with a focus on work force wellness and trauma informed education via one-on-one and group check-in and consulting;
  3. Provide guidance to Central Eastside Together staff and leadership on policy decisions, reviewing documents as needed, and addressing specific issues.
  4. Provide training sessions entitled “Trauma Informed Care Overview” and “Trauma Informed Care in Action” up to twice per year.

#### **VI. Cleaning Program – General Cleaning**

- A. Central Eastside Together shall provide a Cleaning Team to patrol the District and perform the following general cleaning services:
  1. Sweeping;
  2. Debris removal from sidewalks, tree wells, flowerpots, and other areas;
  3. General cleaning services, carried out at regular intervals by the Clean Team based on the requirements of individual areas within the District in an effort to maintain a consistent cleanliness; and
  4. Provide rapid deployment services to clean up and remove large debris concentrations.
- B. In performance of their duties, the Cleaning Team shall:
  1. Be equipped with shovels, rakes, brushes, garbage bags, tool, buckets, and at least one pickup truck;
  2. Prioritize cleaning at transit stops/routes, high frequency areas, and the removal of bio-hazardous waste and needles;
  3. Ensure environmental stewardship in all cleaning efforts and products;



4. Provide blue trash bags to occupants of any active homeless camp, informing occupants to place their trash in the bags for collection the following business day;
    - i. The Cleaning Team will not remove private property without permission;
  5. Report high graffiti areas to Central Eastside Together's Graffiti Removal Team and coordinate with Central Eastside Together's quarterly volunteer trash clean ups;
  6. Report safety concerns to the Safety for All Team and if harassed or threatened immediately leave the area;
  7. Document all trash and biohazards collected;
  8. Wear uniforms identifying them as working for Central Eastside Together, and keep said uniforms in a well-maintained condition; and
  9. Be courteous and professional and conduct their duties in an appropriate manner so as to generate a positive image to the public.
- C. Types of janitorial workers within the Cleaning Team shall include:
1. Sidewalk Cleaners who will patrol the District on foot with carts carrying a trash can and equipment;
  2. Tricycle Cleaners who will patrol the District riding specially outfitted tricycles equipped with a 5-gallon water tank and cleaning tools; and
  3. Mobile Trash Pickup Team who are equipped with a pickup truck and other tools to remove bagged trash from the District and handle larger trash related issues.
- D. With regards to training, the Cleaning Team shall:
1. Primarily be from the formerly houseless population;
  2. Receive 2 hours of training when hired and every six months thereafter.
    - i. Training will include engagement with the houseless, differentiation of trash from personal property, conflict resolution, de-escalation, mental health crisis response, and trauma informed interventions.
    - ii. Central Eastside Together commits to working with the City of Portland Enhanced Service District Coordinator to regularly review existing training and examine the need for further or modified training.
- E. The Cleaning Team shall be under the direction of the following personnel:

1. Supervisor. The Supervisor shall:
  - i. Supervise the work of the Cleaning Team on duty;
  - ii. Survey and monitor the District for quality control purpose;
  - iii. Maintain direct contact with the District's Safety For All Team and Graffiti Team to ensure the coordination of safety and cleaning efforts; and
  - iv. Be full-time equivalent with salary based on a 40-hour work week.
2. Business Manager. The Business Manager shall:
  - i. Assign day-to-day responsibilities of the Cleaning Team;
  - ii. Be responsible for scheduling, performance records, continuing in-service training, crew and program evaluation, and disciplinary action;
  - iii. Have access to to a vehicle to facilitate quick response times for calls for service;
  - iv. Attend planning meetings with Central Eastside Together staff as needed;
  - v. Be available either on-site or on-call during work periods; and
  - vi. Be full-time equivalent with a salary based on a 40-hour work week.

F. The Cleaning Team shall in general work eight (8) hour shifts on weekdays.

## **VII. Cleaning Program – Graffiti Removal**

- A. Central Eastside Together shall provide graffiti removal services upon the request of property managers within the District when:
  1. The graffiti is no more than eight feet above street level;
  2. The property manager signs a waiver prior to cleaning commencing; and
  3. The requested service does not involve murals or other types of sanctioned street art, walls or other structures along the railroad tracks, acid etching or scratch removal from glass, vehicles, dumpsters, garbage cans, the front of the City of Portland street signs, parking meters, green utility boxes, Multnomah County bridges, or inside any buildings or garages.
- B. In performance of their duties, members of the Graffiti Team shall:
  1. Be equipped with a truck, pressure washer, graffiti removal chemicals, paint, brushes, garbage bags, tools, buckets, and other appropriate gear;

- i. Graffiti team does not use ladders, lifts, or other elevating equipment to remove graffiti.
  2. Remove graffiti using a combination of graffiti removal products, power washing, and/or paint over;
  3. Provide approximate matches with the Metro paint palette or use paint provided by the building owner;
  4. Respond to requests to remove graffiti in a timely manner;
  5. Prioritize removal of racist and hate graffiti;
  6. When able, methodically sweep through the District proactively offering graffiti removal services directly to private property locations;
  7. Ensure environmental stewardship in all cleaning efforts and products;
  8. Report biohazards, vandalism, and trash to the Cleaning Team;
  9. Work with the Safety for All Team as needed;
  10. Report safety concerns to the Safety for All Team and if harassed or threatened immediately leave the area;
  11. Document all graffiti removed;
  12. Wear uniforms identifying them as working for Central Eastside Together and keep said uniforms in a well-maintained condition; and
  13. Be courteous and professional and conduct their duties in an appropriate manner so as to generate a positive image to the public.
- C. With regards to training, the Graffiti Team shall:
1. Primarily be from the formerly houseless population;
  2. Receive 2 hours of training when hired and every six months thereafter.
    - i. Training will include engagement with the houseless, differentiation of trash from personal property, conflict resolution, de-escalation, mental health crisis response, and trauma informed interventions.
    - ii. Central Eastside Together commits to working with the City of Portland Enhanced Service District Coordinator to regularly review existing training and examine the need for further or modified training.

- D. The Graffiti Team shall be under the direction of the following personnel:
1. Supervisor. The Supervisor shall:
    - i. Supervise the work of the Graffiti Team on duty;
    - ii. Survey and monitor the District for quality control purpose;
    - iii. Maintain direct contact with the District's Safety For All Team and Cleaning Team to ensure the coordination of safety and cleaning efforts; and
    - iv. Be full-time equivalent with salary based on a 40-hour work week.
  2. Business Manager. The Business Manager shall:
    - i. Assign day-to-day responsibilities of the Graffiti Team;
    - ii. Be responsible for scheduling, performance records, continuing in-service training, crew and program evaluation, and disciplinary action;
    - iii. Have access to to a vehicle to facilitate quick response times for calls for service;
    - iv. Attend planning meetings with Central Eastside Together staff as needed;
    - v. Be available either on-site or on-call during work periods; and
    - vi. Be full-time equivalent with a salary based on a 40-hour work week.
- E. The Cleaning Team shall in general work eight (8) hour shifts on weekdays.

### **VIII. Cleaning Program – Houseless Employment**

- A. Central Eastside Together shall provide opportunities for houseless individuals within the District to provide paid cleaning services in and around houseless camps via:
1. Hiring and deploying at least one Coordinator who will oversee the program;
  2. Providing of basic cleaning supplies including trash bags, gloves, syringe containers, and hand scales;
  3. Providing for the removal of bagged trash;
  4. Providing safety vests identifying the wearer as a working for Central Eastside Together;

5. Providing of funds with which to pay houseless individuals at least \$20 per hour for their labor.
- B. The purpose of the program is to provide:
1. Houseless individuals the opportunity to be compensated for participating in ongoing cleaning efforts within the District;
  2. Waste collection services for houseless residents within the District;
    - i. Private property will not be removed without permission.
  3. An opportunity to build relationships and continuously receive feedback to ensure the program is respecting boundaries, not invading personal space, and supporting the needs of the houseless community;
- C. The Coordinator in charge of the program shall:
1. If possible, be someone who has experienced houselessness or is experiencing houselessness;
  2. Conduct outreach to the houseless population in order to identify and build relationships with willing houseless participants and gain feedback on the activities of the program;
  3. Be provided with best practices training and offered opportunities for additional training in engagement with the houseless, differentiation of trash from personal property, conflict resolution, de-escalation, mental health crisis response, and trauma informed interventions;
  4. Train and oversee houseless participants;
  5. Report safety concerns to the Safety for All Team and if themselves or any houseless participants are harassed or threatened immediately lead the team in leaving the area;
  6. Collect and summarize data to report on the effectiveness of the program;
  7. Wear uniforms identifying them as working for Central Eastside Together, and keep said uniforms in a well-maintained condition; and
  8. Be courteous and professional and conduct their duties in an appropriate manner so as to generate a positive image to the public.

## **IX. Cleaning Program – Bioswales**

- A. Central Eastside Together’s partnership with the Bureau of Environmental Services is outlined in Exhibit F of this contract.

## **X. Streetscape Improvements and District Identity**

- A. The Streetscape Improvements and District Identity program will include:
  - 1. Beautification and promotion projects;
  - 2. District brand/identity, including website, newsletter, and other communications within the District;
  - 3. The development and implementation of marketing and promotion strategies, including District-wide events;
  - 4. Wayfinding, including maps, banners, and signage promoting assets, transit, and destinations; and
  - 5. Public amenities, including murals.

## **XI. Community Grants**

- A. The Community Grants program provides grants for projects within the District to 501(c)(3) nonprofit community organizations registered and active with the Oregon Corporation Division.
- B. Primary focus is on projects involving houseless services, workforce development, enhancing walkability, innovative arts and cultural projects, addressing safety and cleaning concerns, and public community events.
- C. Proposed grants are scored and awarded based upon meeting Central Eastside Together goals (40%), feasibility and budget (20%), innovation (20%), and community engagement (20%).
- D. One-to-one match required on grants from in-kind of cash sources.

## **XII. City & Community Relations**

- A. Central Eastside Together will maintain a collaborative working relationship with the City to promote a clean and welcoming environment for all members of the community, along with a healthy and accessible business climate.
- B. As outlined in their bylaws, Central Eastside Together shall retain a board of at least 10 to 20 Directors who own property, work, or live in the District, striving to maintain a

wide diversity of members representing the full breadth of the District. Directors will be chosen using the following guidelines:

1. 20% of the Board (up to 4 Directors) representing businesses;
  2. 15-20% of the Board (up to 3 Directors) representing community organizations;
  3. 15-20% of the Board (up to 3 Directors) representing vulnerable populations;
  4. 20% of the Board (up to 4 Directors) representing property owners;
  5. 20% of the Board (up to 4 Directors) representing residents and/or residence managers;
  6. 10% of the Board (up to 2 Directors) representing government or educational institutions; and
  7. 10% of the Board (up to 2 Directors) at large members.
- C. Central Eastside Together will proactively maintain strong collaborative relationships with diverse District stakeholders to promote frequent and consistent input into Central Eastside Together's programs by:
1. Collaborating with the City of Portland Enhanced Service District Coordinator and other City officials to work with Central Eastside stakeholders, including BIPOC, houseless, and other historically underserved and marginalized communities, through committees, task forces, and other outreach to ensure consistent input from impacted communities;
  2. Collecting and making public relevant data on the activities and effectiveness of said programs;
  3. Hosting a quarterly public meeting where the latest data pertaining to said programs is presented and community members are given an opportunity to raise concerns and provide feedback;
  4. Funding an annual survey of houseless individuals within the District regarding their views and feedback of said programs;
  5. Assisting the City with maintaining consistent input from District stakeholders; and
  6. Ensuring that Central Eastside Together meets all of its periodic disclosure requirements to the City.

### **XIII. Administration, Transparency, and Accountability**

- A. Central Eastside Together shall employ personnel or retain contractors to provide all management and carry out all administrative duties necessary in overseeing the Central Eastside Services Program.
- B. The Central Eastside Together Board of Directors shall be responsible for employing or contracting for personnel necessary to carry out the programs of the District and for making determinations regarding qualifications and experience.
- C. The Central Eastside Together Board of Directors shall provide funds for adequate operating facilities including telephones, printing, and delivery services necessary to enable required personnel to be efficient and operate in a professional manner.
- D. Central Eastside Together shall establish a financial management system that allows the tracking and documentation of all expenses incurred in carrying out the District's programs including:
  - 1. A chart of accounts to provide for the proper financial statement classification of payments made in the performance of the services related to the District's programs.
  - 2. A system of authorizing contracts for subcontracted services that will include the maintenance of invoices and other documents to substantiate the nature of, delivery date, and amount of payments;
  - 3. An internal control system that provides assurance that all other expenditures are properly authorized and have adequate supporting documentation to substantiate the nature of, receipt date, and amount of payments;
  - 4. Personnel records, payroll records, and time reporting information to the extent required by organizational policy for personnel employed herein;
  - 5. Monthly financial reports that include information about the District's programs including budget versus actual comparisons; and,
  - 6. An annual financial report with audit confirming that all the financial statements fairly represent the revenues and expenses incurred for that year and the financial position of Central Eastside Together (which includes the reporting for the District) for the year then ended.
- E. Central Eastside Together agrees to partially fund the City of Portland Enhanced Service District Coordinator position during City of Portland fiscal year 2022-23, totaling \$18,708.



1. Central Eastside Together and the City of Portland agree to work with the other enhanced service districts to develop an ongoing funding model for this position prior to the end of fiscal year 2022-23 on June 30, 2023.
- F. Central Eastside Together will provide quarterly financial statements to the City of Portland Enhanced Service District Coordinator.
1. The City of Portland Enhanced Service District Coordinator will be given access to Central Eastside Together financial records and contracts upon request.
- G. Central Eastside Together will conduct a third party financial and contracting audit each year by an agreed upon third party and provide results of the audit to the City of Portland Enhanced Service District Coordinator.
- H. Central Eastside Together will provide a monthly report on its Safety For All Team to the City of Portland Enhanced Service District Coordinator, which will include;
1. Safety Team and Care Team calls for service by category, interactions with the public, and number of referrals to Portland Police Bureau, Portland Fire and Rescue, and other relevant public or private organizations;
  2. List of complaints and commendations received regarding activities of the Safety Team and Care Team, including summaries of any investigations and findings related to said complaints; and
  3. Uses of force by or against the Safety Team and Care Team.
- I. Central Eastside Together will put information on how to file a commendation or complaint regarding the activities of its Safety Team and Care Team in an easily accessible place on the organization's website. This will include:
1. Information on how to file a complaint with Central Eastside Together; and
  2. In the case of the Safety Team, information on how to file a complaint directly with DPSST.
- J. Upon receipt of a citizen complaint regarding the Safety Team or Care Team, the Program Coordinator of each program will perform an investigation that will include interviews of complainant, witness(es), and involved personnel of the vendor retained by Central Eastside Together to perform the Safety For All Team program. The Program Coordinator will make a finding upon completion of the investigation and if allegations are sustained, will articulate plans to remediate (such as policy changes, trainings, etc.). In the case of the Safety Team, if the Program Coordinator finds that the Safety Ambassador committed violations of applicable DPSST standards or laws, the Program Coordinator will recommend that a complaint be filed with DPSST. On a monthly basis, the Program Coordinator will send a summary report of citizen complaints and results of the corresponding investigations to the Executive Director

of Central Eastside Together, who will forward a copy to the Commissioner in Charge of the Portland Police Bureau and the City of Portland Enhanced Service District Coordinator.

1. The Commissioner in the Charge of the Portland Police Bureau and the City of Portland Enhanced Service District Coordinator reserve the right to review investigations, file complaints with the DPSST, or recommend the remediation or removal of a Safety Ambassador or Outreach Ambassador.
- K. Central Eastside Together will provide a monthly report on its cleaning programs to the City of Portland Enhanced Service District Coordinator.
- L. Central Eastside Together will provide an annual report to the City of Portland Enhanced Service District Coordinator, make the report publicly available, and present the report to City Council at least once per fiscal year. This annual report will include:
1. Financial information such as a statement of financial position, statement of activities, statement of functional expenses, and statement of cash flows;
  2. Descriptions of programs, including relevant statistics to aid in highlighting each program's scope and effectiveness;
  3. Descriptions of activities related to stakeholder outreach and engagement;
  4. List of firms and organizations contracted with and for what purpose; and
  5. Information as agreed upon by Central Eastside Together and the City of Portland Enhanced Service District Coordinator.
- M. Central Eastside Together and the City of Portland may submit a concern or complaint about each party's service commitments detailed in their respective scopes of work. Concerns or complaints must be sent, in writing, to the City of Portland Enhanced Service District Coordinator. Upon receipt, the City of Portland Enhanced Service District Coordinator will have fifteen (15) business days to review and formally respond. In the event of a written complaint, both parties agree to work with the City of Portland Enhanced Service Districts Coordinator to reach a joint resolution based on the scopes of work
- N. Central Eastside Together will follow and comply with the City of Portland Sustainable Procurement Policy.
- O. The City of Portland Enhanced Service District Coordinator will serve as an ex-officio non-voting member of the Central Eastside Together Board of Directors.

**Exhibit D**  
**Enhanced Service District Annual City Basic Services**  
**July 1, 2022 – June 30, 2023**  
**for the Contract**  
**for Enhanced Service District Management Services**  
**Between City of Portland and Central Eastside Together**

This exhibit outlines notable City basic services within the District. This information is provided only to aid in establishing a mutual understanding of City basic services and to ensure the establishment of enhanced services does not specifically affect the level of basic service within the District. Its inclusion does not negate the City's ability to adjust basic services as needed based upon fiscal year budget availability, resource availability, response to emergency situations, changes to City policy or Code, changes to Oregon law, or other such events. Its inclusion does not imply support by Central Eastside Together for the current level of basic service nor negate their ability to advocate for increased basic services within the District.

Except as otherwise provided in this Contract, and within the limitation imposed by the City Charter and Oregon Law, and subject to annual City fiscal year budget availability, during the July 1, 2022 – June 30, 2023 District license year, the City will strive to maintain public services with the District at the following activity levels:

**I. Basic Services**

- A. Public Trash Cans. The level of collection and maintenance provided by the Bureau of Planning & Sustainability (BPS) as of July 1, 2022. This includes:
  - 1. 41 City trash cans across the Central Eastside Industrial District, including 34 south of East Burnside Street and an additional 7 north of East Burnside Street which will be installed by September 1, 2022. The number may fluctuate some due to damage to trash cans and the time it takes to secure replacements.
  - 2. Trash can collection 2 times per week.
  - 3. Resolving issues of overflowing trash cans reported to them, including cleaning up trash caused by the overflow issue. However, BPS will not clean up loose trash that accumulates around a trash can unrelated to an overflow issue. Response times are dependent upon resource availability.
  - 4. Maintenance and graffiti removal as needed. Maintenance goal is to make repairs at most one week after issues are reported, though this may fluctuate due to resource availability.
  
- B. Graffiti Abatement. Housed in the Office of Community & Civic Life, can be contacted by property owners and/or Central Eastside Together staff for graffiti removal on the following private property locations:

1. Locations 8 feet above street level.
  2. Murals on private property.
  3. Sensitive or porous surfaces requiring pressure washing.
  4. The City of Portland's Graffiti Program does not guarantee graffiti removal assistance for all circumstances and locations.
  5. The City prioritizes the removal of graffiti related to hate/bias crimes.
  6. When doing proactive cleaning within the district, the Graffiti Abatement program first targets major thoroughfares. Proactive cleaning is dependent upon resource availability.
- C. Streets and Right-of-Way. The level of maintenance provided by the Portland Bureau of Transportation (PBOT) as of July 1, 2022. This includes:
1. Maintenance of PBOT assets including street resurfacing, signage, signals/ signal cabinets, striping, paving, crosswalks, bike lanes, light poles, parking, and meters.
  2. Main arterial street sweeping 6 to 8 times annually. Main arterial streets within the District identified in Figure C-1 at the end of this exhibit.
  3. A goal of parking enforcement patrolling daily, but if staffing is low that may not occur.
  4. A goal of removing junk automobiles and recreational vehicles within 10 days if they are not being used as shelter. This goal is based on available resources.
    - a. Prioritization will be based on the condition of the vehicle or RV. Those with severe damage, missing parts, on jacks, etc. will be given priority. Vehicles with flat tires, missing license plates, and expired registration will be addressed, but only when time and resources allow.
    - b. By current PBOT policy, vehicles being used as shelter are not removed unless they represent an immediate physical hazard to people or property, or are blocking access to private/public property, blocking a construction project, blocking a permitted community event, or part of a large camp clean up.
- D. Parks. The level of maintenance provided by the Portland Parks and Recreation (PP&R) as of July 1, 2022. This includes:

1. Regarding City PP&R property within the Central Eastside Industrial District: daily maintenance encompassing ground litter pick up, trash receptacle changed once per day, irrigation repairs and tune ups as needed, removal of graffiti, and landscape maintenance.
  2. Regarding graffiti on PP&R property, PP&R prioritizes the removal of graffiti related to hate/bias crimes.
- E. Portland Streetcar. The level of maintenance provided by the Portland Streetcar as of July 1, 2022. This includes:
1. Trash can collection and general cleaning of litter, benches, and ticket machines twice per week.
  2. Maintenance and graffiti removal as needed.
  3. Priority response to noted or reported issues of vandalism, bio-hazards, needles, and hate speech graffiti.
- F. Public Safety. The level of service provided by the Portland Police Bureau as of July 1, 2022 which is assigned and adjusted by the Central Precinct command staff for each shift and patrol district based on such factors as the number of calls for service within each police patrol district, the priority calls for service, time of day, day of week, geographical factors, and other factors.
- G. Impact Reduction Program. Housed in the Office of Management of Finance, can be contacted by property owners and/or Central Eastside Together staff to report houseless campsites of concern. Response includes:
1. Assessment of health and safety issues of a campsite with a goal of 8 or fewer days of it being reported.
  2. Dispatching of a work team to help clean trash and debris at a campsite with a goal of 8 or fewer days of it being reported.
  3. If identified as a high risk site with regards to health and safety, the campsite will be scheduled for removal with a goal removal taking place within 6 weeks of it being reported (depending on measurable risk and impact). Removal will take place using empathy with the goal of minimizing the negative impact on camp residents. Expectation is that this timeline will decrease as policies return to pre-COVID protocols.

4. Collaborating with Central Eastside Together's safety, outreach, and cleaning programs to ensure a joint approach to reducing the impact of camping within the District.
5. All response goals are variable and dependent upon resources available and updates to City policy.

## **II. Reporting and Disputes of Service**

- A. The City will provide to Central Eastside Together periodic reports documenting the services provided under and in accordance with this Exhibit C on a schedule to be agreed upon between Central Eastside Together and the City.
- B. Central Eastside Together and the City of Portland may submit a concern or complaint about each party's service commitments detailed in their respective scopes of work.
  1. Concerns or complaints must be sent, in writing, to the City of Portland Enhanced Service District Coordinator.
  2. Upon receipt, the City of Portland Enhanced Service District Coordinator will have fifteen (15) business days to review and formally respond.
  3. In the event of a written complaint, both parties agree to work with the City of Portland Enhanced Service District Coordinator to reach a joint resolution based on the statement of work.
- C. The City may change the levels of services required by this exhibit in the event of unusual fiscal or other emergency conditions. The City Council has the sole discretion to make the determination whether such conditions exist. In the event the City wishes or intends to make such a change, then the City will refer the proposed changes as expeditiously as is reasonable to Central Eastside Together for its review and comment. If the City makes such a change, Central Eastside Together has the right to change or adjust services it provides under this Contract as appropriate to respond to the City changes, so that a coherent and rational set of services is provided within the District. Such changes will be accomplished through an amended Central Eastside Annual Statement of Work (Exhibit B to the Contract), to be submitted to the City for review, comment, and approval.

## **III. District Priority Areas**

- A. The City of Portland recognizes that the following are areas of significant concern for the ratepayers, businesses, residents, and visitors of the District as prioritized by Central Eastside Together:

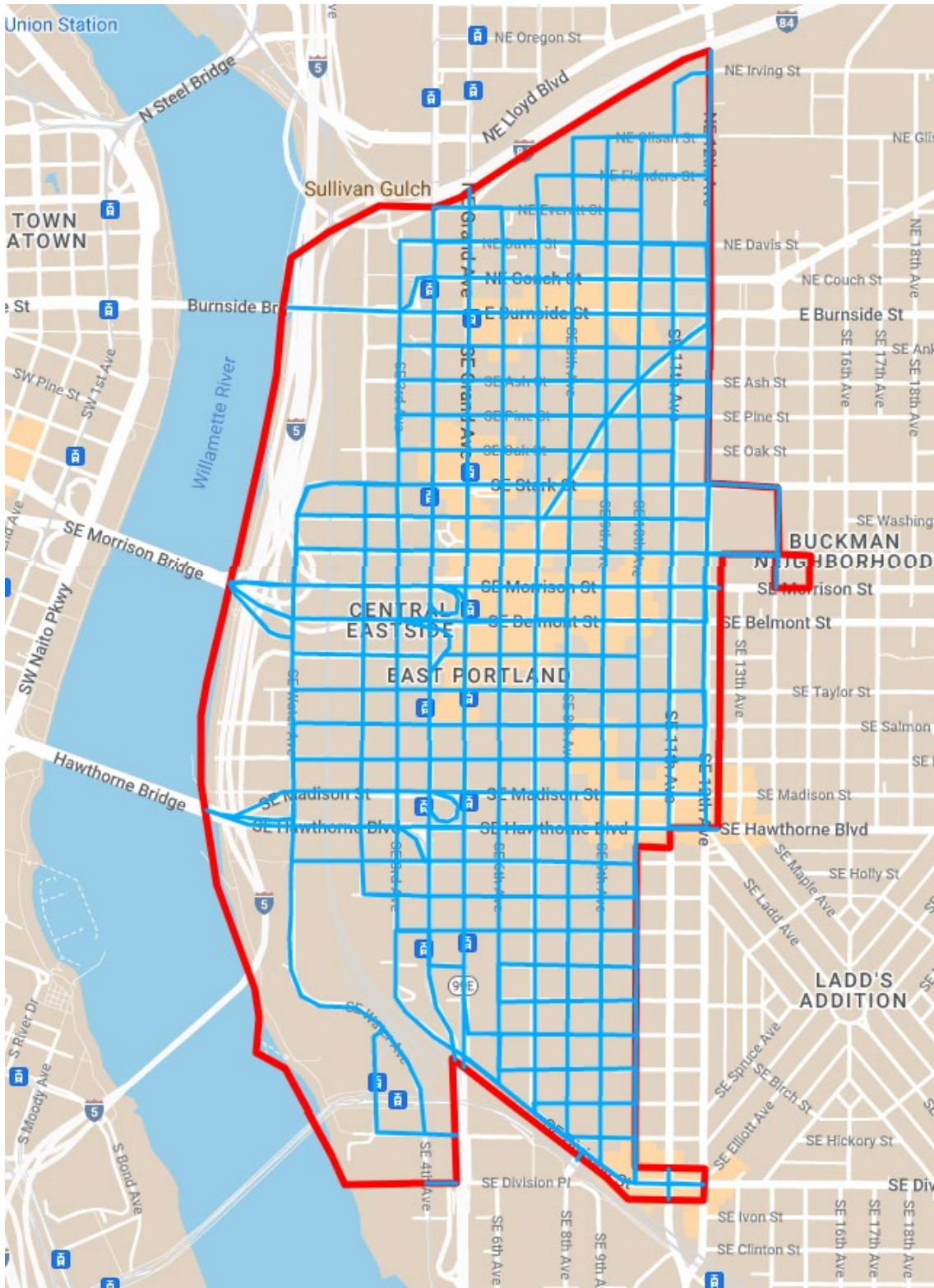
1. Maintenance of PBOT assets and the prompt removal of abandoned autos and large trash impeding the right of way;
  2. Ensuring the safety of Central Eastside Together's unarmed safety teams;
  3. Streamlining the collection of Central Eastside Together and City statistics and data;
  4. Improving metrics for establishing the level of basic City services;
  5. Ensuring better coordination with Union Pacific for removal of trash and graffiti along the railways; and
  6. Enforcement of illegal dumping in the right of way.
- B. The ESD Coordinator will work with Central Eastside Together to address these priority issues and facilitate conversations with relevant City Bureaus.

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**Figure C-1: Arterial Streets within the Central Eastside ESD**

Red line is boundary and blue lines are arterial streets.

Arterial streets include streets underneath the Hawthorne and Morrison Bridges





**Exhibit E**  
**Property Management License Fee Administration**  
**July 1, 2022 – June 30, 2027**  
**for the Contract**  
**for Enhanced Service District Management Services**  
**Between City of Portland and Central Eastside Together**

The Revenue Division will administer the License Fee calculations, billing, collections, database, and appeals. The City reserves the right, at its option, to subcontract out for any or all of these administrative functions. Central Eastside Together will provide assistance on these administrative functions as follows:

1. Overall Program Management. The Revenue Division will administer the License Fee program in accordance with City Code 6.06 and with a view toward the continued goodwill of District property managers towards the Central Eastside Together and the City.
2. Customer Service. Central Eastside Together, in providing assistance to the Revenue Division, will practice good customer service in relation to license fee payers. Central Eastside Together will also respect and protect the Revenue Division's authority to make final determinations regarding collections, appeals, and questions of compliance with City Code Chapter 6.06.
3. Receiving Payments. The Revenue Division will receive all license payments (excluding voluntary payments made directly to Central Eastside Together) and enter them to the License Fee fund maintained by the City. If Central Eastside Together receives a voluntary payment for license fees, it must notify the Revenue Division within fourteen (14) days of receipt for the Revenue Division to correctly calculate the license collection fees owed for any given license year. Voluntary payments are included in the Revenue Division's calculation for cost of service.
4. Appeals. The Revenue Division has sole authority to decide appeals, consistent with the provisions of City Code Chapter 6.06. It may consult with Central Eastside Together regarding appeals.
5. Collections and Collection Litigation Costs
  - 5.1. Collections. Central Eastside Together will monitor payments and encourage Central Eastside Industrial District property managers to make license fee payments in a timely manner. However, the Revenue Division is responsible for actual collections and has sole authority to waive penalties and/or other finance charges.
  - 5.2. Collection Litigation Costs. City costs related to District License Fee collection litigation will be billed separately to Central Eastside Together and will be payable and deducted from the next disbursement of funds to Central Eastside

Together, provided that the amount so billed, payable, and deducted in relation to any particular collection case may not exceed the amount collected as a result of that case. The City, at the written request of Central Eastside Together, will provide written documentation of any amount so billed, payable, and deducted. The term "City costs" as used in this subsection means:

- 5.2.1. City costs and disbursements as defined in ORCP 68(A)(2);
  - 5.2.2. City attorney fees as defined in ORCP 68(A)(1) with the cost of City Attorney's Office staff based on actual hourly costs of Office staff; and
  - 5.2.3. the cost of Revenue Division staff time based on actual hourly costs of Revenue Division staff, all without the addition of an overhead charge.
6. Service Problems. Whenever the Revenue Division receives comments that are about Central Eastside Together Services, the Revenue Division will notify of those comments as soon as is reasonably possible. The Revenue Division may notify by telephone, electronic mail, or otherwise. Central Eastside Together must reasonably attempt to resolve all service-related problems and inform the Revenue Division of its efforts at resolution.
7. Revenue Divisions Administration Costs:
- 7.1. The City will provide collection services to Central Eastside Together for a fee of 2% of the total District License Fee billings for License years beginning on or after July 1, 2022. The base for the administration fee shall be calculated as of the beginning of the license year (July 1) and include any voluntary payments made in lieu of the license fee under Chapter 6.06. Both parties agree that Central Eastside Together is not entitled to any civil penalties collected under Chapter 6.06, that such penalties shall be used to partially offset the Revenue Division's costs of administration, and the City will not include them in any disbursements to Central Eastside Together. The City will deduct its fees from the License Fees collected. The deduction will coincide with each of the two annual disbursement cycles.
  - 7.2. In addition to the 2% fee in subsection 7.1 above, an allocation of direct overhead charges will be deducted to arrive at the net License Fee revenues payable to Central Eastside Together. Direct overhead charges includes, but may not be limited to, General Fund Overhead (GFOH) charge and Integrated Tax System (ITS) Cost Allocation.
8. Revenue Division's Other Costs. Other costs for work provided by the Revenue Division to Central Eastside Together not directly related to collection services outlined in subsections 5 (Collection Litigation Costs) and 7 (Revenue Division's Administration Costs), must be agreed upon in advance by the Revenue Division and Central Eastside Together. Those costs will be billed to Central Eastside Together separately,

and they will be payable and deducted from the next Revenue Division disbursement of funds to Central Eastside Together. Revenue Division's Administrative Costs are different from Collection Litigation Costs.

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**Exhibit F**  
**Stormwater Facility Maintenance Annual Compensation**  
**July 1, 2022 – June 30, 2023**  
**for the Contract**  
**for Enhanced Service District Management Services**  
**Between City of Portland and Central Eastside Together**

**SECTION 1 OVERSIGHT**

1.1 Negotiation and oversight of this annual compensation agreement will be handled by the City of Portland’s Bureau of Environmental Services (BES).

**SECTION 2 COMPENSATION**

2.1 Compensation for this Contract shall not exceed the amount referenced in the Master Terms and Conditions unless modified by Amendment.

**SECTION 3 CONTRACTOR AND SUBCONTRACTOR RATES, FEES, AND EXPENSES**

3.1 **Contractor** – Contractor shall be paid an administrative fee of ten percent (10%) of the staff, materials, and expense costs (less contingency) for this Agreement. These fees are to offset costs associated with the management of this Agreement such as Subcontractor management, community liaison and engagement, and administrative overhead.

3.2 **Subcontractor** – Contractor shall subcontract with Trash for Peace, a 501(c)(3) not-for-profit organization to perform the maintenance work outlined in Exhibit F, Section 3.2 for the life of this Agreement. Contractor may not modify or remove work from Trash for Peace without prior approval of the City.

3.2.1 **Subcontractor Fees** – Subcontractor shall be paid an administrative fee of five percent (5%) staff, materials, and expense costs (less contingency) for this Agreement. These fees are to offset costs associated with the coordination of the work, community engagement and outreach, and other administrative areas not otherwise defined.

3.2.2 **Subcontractor Rates** – The billing rates for Subcontractor shall not exceed those rates defined below.

*Table 1. Subcontractor Rates*

Classification	Rate	Hours per Month	Workers per Month	Months worked	Costs
Ground Score Coordinator	\$25	10	2	12	\$6,000

Ground Score Stewards	\$20	20	3	12	\$14,400
<b>Totals</b>					<b>\$20,400</b>

3.2.3 **Subcontractor Materials and Expenses** – Contractor may bill for the materials and expenses outlined in the Table below. Materials and Expenses costs may not exceed the total amount listed and appropriate documentation must be provided to support the expense upon request by City.

*Table 2. Materials and Expenses*

Material/Expense	Description of Material/Expense	Documentation Requirement	Costs
Materials and Uniforms	Appropriate uniforms for individuals performing the work and materials to train individuals on the appropriate management of bioswales.	Receipts	\$1,000
Refreshments for Community Engagement Events	Non-alcoholic beverages and light snacks for community engagement events.	Receipts	\$600
Payroll Costs	Payroll costs association with employment of Independent Contractors.	N/A	\$1,500
Contingency	Additional funds available to pay for greater than expected Materials and Expenses.	N/A	\$2,000
<b>Totals</b>			<b>\$5,100</b>

## SECTION 4 BILLING AND INVOICING

4.1 **Quarterly Report and Billing** - Contractor shall bill on a quarterly basis for work performed during the previous quarter. Each quarterly invoice must be received no later than the 15th of the month after the end of the previous quarter. Each invoice shall meet the payment terms in the Master Terms and Conditions, Section 3.6, Payment and shall include the following additional information:

- 4.1.1 A maintenance log and inspection notes which detail the condition of trees and shrubs located within the bioswales;
- 4.1.2 A detailing of the events and participants in those events held during the previous quarter;
- 4.1.3 A detailing of any erosion and water quality concerns;

- 4.1.4 A report of any challenges and special accomplishments made by the program in the previous quarter; and
  - 4.1.5 A copy of the Subcontractors invoice which shall include a detailed breakdown of the number of stewards employed in the previous quarter.
- 4.2 **Administrative Fees** – Contractor and Subcontractor shall be paid an administrative fee to offset costs associated with administering this Agreement. This fee shall be billed on each invoice and follow the schedule outlined below for the initial term of this Agreement.

*Table 3. Administrative Fees*

Entity	Regular Quarterly Invoicing	Total
CET	\$325	\$1,300
Trash for Peace	\$325	\$1,300
		\$2,600

- 4.3 **Subcontractor Payment and Rates** - Contractor shall make full payment to its Subcontractor within ten (10) Business Days following receipt of any payment made by the City to Contractor.

**Exhibit G**  
**Stormwater Facility Maintenance Annual Statement of Work**  
**July 1, 2022 – June 30, 2023**  
**for the Contract**  
**for Enhanced Service District Management Services**  
**Between City of Portland and Central Eastside Together**

**SECTION 1 SUMMARY**

Easement Agreement #2011-091487 with Multnomah County, a municipal corporation of the State of Oregon, designates responsibility for bioswale maintenance and stewardship of three (3) bioswales located within the boundaries of Central Eastside Industrial District (“the District”) to the City. Contractor, through its partnership with Trash for Peace (“Subcontractor”) performs many outreach and community-led initiatives to engage local houseless individuals in assisting with this work. This Agreement will be used to ensure compliance with the maintenance responsibilities outlined in the Easement Agreement and to build positive relationships with local neighborhood and community associations.

**SECTION 2 PROJECT MANAGEMENT**

- 2.1 Oversight. Negotiation and oversight of this statement of work will be handled by the City of Portland’s Bureau of Environmental Services (BES).
- 2.2 Project Meetings and Coordination. Contractor and Subcontractor shall meet with City Bioswale Project Manager once per month to discuss the status and successes of the program and to consult with the City on any concerns that need to be addressed. The schedule for this meeting shall be mutually agreed upon by City and Contractor. Contractor shall be responsible for coordination and overall project management of the work associated with this Agreement.
- 2.3 Place of Performance. Contractor shall provide City with Services as outlined above within the District. Some portions of the work will be performed at Contractor facilities as agreed with the City Bioswale Project Manager.
- 2.4 Project Managers
  - 2.4.1 The City’s Bioswale Project Manager will be Svetlana Hedin. The City may change City’s Bioswale Project Manager from time to time upon written notice to Contractor.
  - 2.4.2 The Contractor’s Bioswale Project Manager will be Avery Morris.

**SECTION 3 SCOPE OF WORK**

- 3.1 **Service Location** – All maintenance work will take place within the borders of the District and at the following locations:

3.1.1 Bioswale 1 (B1) – located between SE Morrison St. and SE Belmont Ave. and bounded between SE MLK Blvd and SE 3rd Ave.

3.1.2 Bioswale 2 (B2) – located between SE Yamhill St. and SE Belmont Ave. and bounded between SE MLK Blvd and SE 3rd Ave.

3.2 **Maintenance** – bioswale maintenance will occur as follows:

3.2.1 Regular Maintenance - Ground Score Coordinators (“Coordinators”) and Bioswale Stewards (“Stewards”) will remove debris and trash from impacted bioswales on a weekly basis. The schedule for this weekly cleanup will be developed in conjunction with the City’s Bioswale Project Manager and Contractor Bioswale Project Manager.

3.2.2 Tree, Shrub, and Plant Care - As required, and as a component of regular maintenance, Coordinators and Stewards will assist BES staff with summer watering support, replacement of stakes, fencing, and tree ties.

3.2.3 Prohibited Activity – Contractor, Subcontractor, Coordinators, and Stewards are prohibited from performing any pruning or cutting of trees, shrubs, and plants located within the bioswales unless doing so under the supervision of a BES staff member.

3.3 **Educational Opportunities** – Coordinators and Stewards shall undergo bi-annual educational opportunities with BES staff to be able to work in and around bioswales. This education must be completed prior to being assigned work and must be readministered every six (6) months.

3.4 **Outreach and Education** – Contractor shall perform active outreach to the community and businesses located within the District regarding the bioswale maintenance project and assist Coordinators and Stewards in peer-to-peer education opportunities. Contractor will feature the work and associated projects through business association meetings and newsletters at least twice during the duration of this agreement.

## **SECTION 4 CITY RESPONSIBILITIES**

4.1 **Educational Opportunities** – City Bioswale Project Manager shall coordinate with Contractor to provide educational outreach co-led by BES Staff, CET staff, and other entities to ensure mutual understanding of tasks that need to be performed such as litter, debris, and sediment removal. These opportunities shall meet the following requirements:

4.1.1 Shall be at least one (1) hour in length; and



4.1.2 Presented at least once per six (6) month period.

4.2 **Programmatic and Technical Support** – City Bioswale Project Manager shall provide the following programmatic and technical support on an as-needed basis:

4.2.1 Additional trainings and community outreach activities. Examples of topics are: the science of bioswales, native plants and pollinators, and erosion control.

4.2.2 Answer questions and concerns related to camping and houseless impacts;

4.2.3 Lead three (3) hands-on stewardship events per year. These events are:

4.2.3.1 Winter maintenance that shall include pruning, weeding, mulching, and dead branch removal;

4.2.3.2 Fall or Spring planting in bioswales; and

4.2.3.3 Summer water training event.

## **SECTION 5 DELIVERABLES**

5.1 **Deliverables** - Contractor shall deliver the following:

5.1.1 Quarterly reports as outlined in Exhibit F, Annual Compensation, Section 4.1, Quarterly Report and Billing.

5.1.2 Ad-hoc additional reporting/reports as requested.

## **SECTION 6 SCHEDULE**

The work outlined shall be performed on the following schedule:

6.1 **On a weekly basis** – Maintenance and upkeep of identified bioswales in the District.

6.2 **On a monthly basis** – Project coordination meetings with City, Contractor, and Subcontractor.

6.3 **On a bi-annual basis (minimum of once per 6-month period)** – Bioswale cleaning educational opportunities and engagement.