

PROFESSIONAL SERVICES Contract
for
CENTRAL EASTSIDE GRAFFITI SERVICES

Source: Kate Merrill, Executive Director,
Central Eastside Enhanced Services District,
via email on 2-3-2020

This Contract is between Graffiti Removal Services, hereinafter "GRS" or "Contractor" and Central Eastside Industrial Council by and through its duly authorized representatives, hereinafter called "CEIC".

1. **EFFECTIVE DATE AND DURATION:** The initial terms of this Contract shall begin on September 9th, 2019 and shall expire on August 31th, 2020 with option to renew in following years. Extension of contract will be based on Contractor performance and the availability of funding for the program. GRS's intent to renew must be given 90 days prior to the contract expiration date.

2. **INVOICING:** GRS will submit monthly invoices for work performed to CEIC at the end of each month for the contracted rate of \$8,333.21/mo. CEIC agrees to pay Contractor a sum not to exceed \$100,000/yr for provision of and completion of the work in accordance with the specifications listed below. Additional costs may incur and can include lift rentals, street closures and flagging services if needed and are not included in the monthly contracted rate. The CEIC must approve any additional costs for materials or equipment rentals (for rooftop removal) in advance.

3. **PAYMENT:** CEIC shall pay GRS within 30 days of receipt of invoice for the previous month's services. Central Eastside anticipates receiving certain funds (ESD Property Management License Fees, Parking Meter Revenue Split and Parking Permit Surcharge Fees) under the terms of multiple MOUs with the City of Portland to cover the cost of graffiti removal services. GRS acknowledges that the source of the funding for this grant are funds allocated to Central Eastside Industrial Council from the City of Portland. CEIC will disburse payment to GRS, in accordance with this contract, subject to receipt of funds from the City.

EXPENSES FOR SEPTEMBER 1, 2019- AUGUST 31, 2020 :

CENTRAL EASTSIDE GRAFFITI SERVICES					
Item	Description	QTY	Unit	Unit Price	Extended Price
1	Waivers/Graffiti Removal Community Cleanups	2544	Hours/year including health benefits & retirement		
2	Uniforms	13	Each		
3	Training – Development and ongoing/Month sidewalk meetings	22	Hours/year		
4	Data – collection/tracking/communications/coordination	700	Hours/year including health benefits and retirement		

4. SPECIFICATIONS OF SERVICE:

GRS Staff will be actively deployed within the CEID (see Exhibit-A) six days per week, Monday – Saturday from 8:00 am – 4:30 pm

- Proactive Private Property - Methodically sweep through the CEID proactively offering graffiti removal services directly to private property locations within the CEID boundaries while securing CEIC waivers by the property owner.
- Reactive Private Property – referred to the Contractor directly by the property, City, NW Enforcement, Central City Concern or other partners of the CEIC.
- The Contractor will report biohazards, graffiti and other vandalism, and trash to other ESD vendors: Central City Concern and NW Enforcement
- Right of Way - A waiver form will not be required for areas that are considered "Right of Way". Retaining walls, sidewalks, street poles, utility boxes (located on a perimeter) and curbs are some examples of right of ways. Additionally, when a vacant lot or building is tagged they will be treated the same as a Right of Way.
- Removal - Graffiti will be removed by using a combination of specialized graffiti removal products, power washing and/or paint-over. Paint color will be matched as close as possible.
- Waiver Collection/Refusal – The Contractor will provide a waiver form provided by the CEIC and approved by the Contractor. See attachment A. The Contractor shall maintain a database of signed waivers. All information collected is the property of the CEIC. When a property location refuses service or to sign a waiver then that property will be referred back to CEIC with Contractor's notes. (i.e. waiver attempted, left with tenant, business closed, left waiver at front door, etc.).
- This contract does not include acid etching or scratch removal from glass
- GRS shall issue and maintain CEIC-approved employee uniforms. GRS shall ensure that all workers correctly wear their uniforms in a well-maintained condition, during all scheduled work hours, and that employees do not wear the uniforms during off-duty hours. The design, placement, and number of identifying Program patches on uniforms is subject to CEIC's review and approval.
- All employees will be unarmed
- All work will be performed with regards to environmental stewardship
- The Contractor shall prioritize graffiti removal areas/types based on a priority grid provided by the CEIC
- The Contractor will recommend environmental design remedies to address high-frequency graffiti areas

Response time: In any instance, GRS would always have a fully stocked technician available to respond to any reports either the same day or next business day. In instances where there is an "Emergency Removal" defined as a racist or "Hate" graffiti, GRS maximum response time will be 24 hours.

5. SPECIFICATIONS OF TRACKING:

- Record all incidents cleaned.
- Data collected:
 - Origin of Report
 - Location
 - Size of graffiti – Square footage removed
 - Name of tag (if legible)
 - Number of incidents
 - Referrals to sidewalk cleaners and Safety Ambassadors
 - Type of graffiti (sticker, paint, etch, hate, etc)
 - Before/After photos
 - Waiver property signatures and attempts
 - Response time

Written reports will be made available upon request and monthly/quarterly reports will be presented to Oversight Committee. All data is proprietary to the CEIC and shall only be shared publicly by the CEIC. In other words, it may not be shared by GRS without the CEIC's consent, which consent may be withheld in sole discretion.

6. REPORTS:

GRS will report any out of the ordinary incidents (ie. aggression against an employee, high amounts of hate tags, etc) to their supervisor, and this will be shared within 24 hours with CEIC staff via email. Incident reports may not be shared by GRS without CEIC's consent, which consent may be withheld in sole discretion.

7. ROUTES:

Cleaners' daily routes will be communicated to CEIC and recorded in a trackable way. Contractor and CEIC will work together to establish a grid for prioritizing graffiti paint out areas/types that GRS will follow.

8. ADDITIONAL SERVICES: The cost of materials will be included in the monthly service fee. CEIC must approve any additional costs for materials or equipment rentals (for rooftop removal) in advance.

9. OPTIONAL SERVICES: Anti-Graffiti or Mural coatings are available based on the additional fees listed in the below table:

Optional Additions				
Item	Description	QTY	Unit	Unit Price
1	Anti-Graffiti Coating		SQFT	
2	Mural Coating		SQFT	

10. GRAFFITI REMOVAL AUTHORIZATION:

As an integral part of this contract, CEIC hereby consents to GRS and its employees using such reasonable means as may be necessary to remove the graffiti from the subject property, building, wall or structure. Such removal shall be at the stated, contracted price. This service shall occur any day, Monday through Saturday, 8am to 4:30pm, unless otherwise arranged to accommodate business activities or logistic needs of service provider. Every effort will be made to avoid disturbing business activities.

CEIC specifically understands that only graffiti will be removed, and there will be no painting or repair of a more extensive area, and no further obligation on the part of Contractor to match texture or color of the cleaned surface unless provided by the property owner or paid for by the CEIC. If no paint is provided, the Contractor will provide a color that is reasonably close to the building's existing paint coverage.

11. INSURANCE:

The Contractor shall maintain continuous uninterrupted public liability and property damage insurance that protects the Contractor, CEIC, and the City of Portland, and their officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from work under this Contract. The insurance shall include coverage for any damages or injuries arising from the use of automobiles or other motor vehicles by the Contractor.

- a. Amount and Terms The Contractor must maintain continuous uninterrupted insurance coverage of not less than \$1,000,000 for personal injury to each person; \$100,000 for property damage to each person; and \$1,000,000 for each occurrence; or a single limit policy of not less than \$2,000,000 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to the maximum of liability imposed on municipalities of the State of Oregon during the term of this Contract. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds CEIC, the Contractor and the City of Portland, and their officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy has been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person of interest had been named as insured. The coverage must name CEIC as to claims between insured on the policy. The insurance shall provide that the insurance shall not terminate or be cancelled without thirty (30) days' written notice to CEIC and the City Auditor.
- b. Workers' Compensation. GRS shall provide and maintain workers compensation coverage for all of its workers and employees as a carrier-insured employer or a self-insured employer, as provided in ORS 656. GRS shall provide a certificate of insurance upon CEIC's request.
- c. Certificate. GRS shall provide CEIC with a certificate of insurance certifying the coverage required under this Insurance Section. The adequacy of the insurance shall be subject to CEIC's approval. GRS's failure to maintain any of the coverage required in this Contract shall entitle CEIC to terminate this Contract immediately pursuant to Section 16 of the General Terms and Conditions.
- d. Taxes. GRS shall pay when due all fees, taxes, and charges in connection with or related to the services provided under this Contract, including but not limited to license fees, payroll taxes, and income taxes. All such fees, taxes, and charges shall be a reimbursable expense, except that penalties and interest on delinquent fees, taxes, and charges shall not be reimbursable unless the delinquency is caused by a late payment by CEIC hereunder.

12. HIRING PRACTICES

EQUAL OPPORTUNITY:

The Contractor shall abide by the requirements of 41 CFR 60-300(a) and 41 CFR 60-740(a) and Chapter 3.100 of the City Code. These regulations prohibit discrimination against qualified individuals and protected veterans on the basis of disability or veteran status and requires affirmative action by covered prime Contractors and subContractors to employ and advance in employment qualified individuals with disabilities and protected veterans.

STAFF: GRS will make every effort to hire staff with a lived experience of housing insecurity or homelessness.

13. WAGES:

The Contractor shall comply with the City's 3.99.005 Fair Wage Policy as amended and renewed from time to time

14. TRAINING:

All workers under this contract must complete 'Central Eastside Cleaning Certification Training' a bi-annual, at least 2-hour training provided to all Cleaners upon hire and every six (6) months thereafter. The training is the responsibility of the Contractor and must be provided by experts in the field. When appropriate, trainings must be co-facilitated by housed and houseless trainers and include, at a minimum:

- o Engagement with Campers and/or similar vulnerable populations
- o Differentiation of 'Trash' from 'Personal Property/Documents'

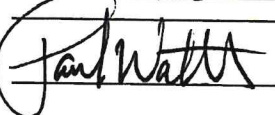
- o Conflict Resolution and De-escalation Techniques
- o Mental Health Crisis Response and Trauma-informed Interventions

All training must be tracked (training description/date/hours) and reported to the CEIC. This training will be evaluated by CEIC and adjustments to training may be requested by CEIC.

15. INDEPENDENT CONTRACTOR STATUS:

The services to be rendered under this Contract are those of an independent contractor. The Contractor is not to be considered an agent or employee of CEIC for any purpose, and neither the Contractor nor any of Contractor's agents or employees are entitled to any benefits that CEIC provides for its employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Contract.


IN WITNESS WHEREOF, Contractor and CEIC have caused this Contract to be executed by their duly authorized representative(s).

DATE: 9/17/2019


by

Paul Watts
President

Name and Title

DATE: 9/17/2019


by

Brad Malsin
President, CEIC

Name and Title

Exhibit-A – MAP OF SERVICE AREA

A. The Central Eastside Industrial District is that area within the boundaries formed by:

1. The Willamette River to the west side of 12th Avenue and the south side of I-84 to the north side of Powell Blvd.
2. Properties on the east side of 12th Avenue will be included between Stark St and SE Hawthorne Blvd.
3. The District shall also include the property at 1401 SE Morrison St.

EXHIBIT B
GENERAL
TERMS AND
CONDITIONS

1. Access to Records. GRS shall maintain records sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. CEIC and its duly authorized representatives shall have access to the records of GRS that are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such records shall be maintained by GRS for three (3) years from the date of contract expiration unless a shorter period is authorized in writing. GRS may be required to provide certified payroll, earning statements and time cards. If an audit discloses that payments to GRS under this Contract were in excess of the amount to which GRS was entitled, then GRS shall repay the amount of the excess to CEIC within fifteen (15) days of receipt of the audit. GRS may, at its own expense, have the records audited before repaying any claim in excess of \$1000.
2. Amendment. This Contract may only be amended in writing, signed by an authorized representative of each party.
3. Assignment. GRS shall not assign or transfer its interest nor delegate its obligation in this Contract without the express written consent of CEIC.
4. Captions. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope of intent of any provisions of this Contract.
5. Compliance with Applicable Law. GRS agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be performed under this Contract. GRS specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. GRS shall also comply with the Americans with Disabilities Act of 1990, 42 USC sec. 1201 et seq., ORS 659A.103, et. seq., and all regulations and administrative rules established pursuant to those laws.
6. Confidential Information. For purposes of this Contract, "Confidential Information" means all written, recorded or oral information furnished under or gathered or obtained pursuant to this Contract on or after the Effective Date, together with all copies, reproductions, summaries, analyses or extracts thereof or based thereon in the possession of either party or in the possession of any of their representatives. Confidential Information does not include information that is or becomes generally available to the public other than as a result of a disclosure by the parties, was available to either party in prior written documents on a non-confidential basis prior to its disclosure by CEIC, or becomes available to either party on a non-confidential basis from a person who is not otherwise bound by a confidentiality contract with CEIC or is not otherwise prohibited from transmitting the information to the party. "Representatives" shall mean any affiliates, directors, officers, employees, attorneys, agents or controlling persons of such party. Unless otherwise agreed to in writing by CEIC and GRS, the parties agree to keep all Confidential Information confidential and not disclose or reveal any Confidential Information to any person other than those employed by the parties who have a need to know and are actually involved in the day-to-day administration of this Contract. The parties are prohibited from using Confidential Information of the other party for any purpose other than in the day-to-day administration of this Contract.
7. Disputes. Any dispute arising under this Contract that is not settled by mutual contract of the parties within sixty (60) days of notification in writing by either party shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. A list of five (5) available arbitrators will be obtained from the State of Oregon by the notifying party. CEIC will strike one (1) name, and then GRS will strike (1) name until only one (1) name remains; that name will be the arbitrator. The arbitrator shall be selected within thirty (30) days of the expiration of the sixty (60) day period. The arbitration shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as is

reasonably possible. The parties shall agree on the rules governing the arbitration (including allocation of costs), or, if CEIC and GRS cannot agree on rules, the arbitrator shall adopt rules consistent with this Section. The arbitrator shall render a decision within forty-five (45) days of their first meeting with the parties. The parties shall be bound by the decision of the arbitrator.

8. Execution and Counterparts. This Contract may be executed in counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
9. Governing Law. This Contract shall be governed and construed in accordance with the laws of the State of Oregon. Each party consents to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon.
10. Indemnity. Responsibility for Damages. Each party hereby agrees to indemnify, defend and hold harmless the other party and its directors, officers, and employees from any and all liabilities, losses, costs, damages, claims, liens, judgments, penalties, fines, legal fees, court costs and other legal expenses, insurance policy deductibles, and all other expenses arising out of or related to the indemnifying party's willful misconduct, gross negligence, or material breach of this Contract. Such indemnity shall apply to the fullest extent permitted by applicable law. The obligations of the indemnifying party under this Section 10 shall survive the expiration or termination of this Contract unless specifically waived in writing by the other party after such expiration or termination.
11. Licenses. GRS shall obtain and keep current all licenses and permits as required by law in order to perform the services set forth in the Scope of Work.
12. Notices and Representatives. All notices, certificates, or communications shall be delivered, emailed with read receipt enabled, or certified mailed postage prepaid to the parties at their respective places of business as identified in the signature block of this Contract, unless otherwise designated in writing.
13. Publicity. Neither party is authorized to speak with the media about or on behalf of the other party without such other party's prior written consent. Neither party may use the other party's name in any publication, advertisement, or public announcement without such party's prior written consent.
14. Remedies. Except as expressly provided elsewhere in this Contract, each party's rights and remedies under this Contract are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
15. Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
16. Subcontracts and Assignments. GRS shall not enter into any subcontracts for any of the work scheduled under this Contract, or assign or transfer any of its interest in this Contract, without obtaining prior written approval from CEIC.
17. Termination. This Contract may be terminated at any time by mutual consent of both parties, or by either party upon ninety (90) days' notice in writing, via email with read receipt enabled, delivered by certified mail, or in person to the other party. Either party may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking the termination shall give to the other party thirty (30) days' written notice of the breach and of the party's intent to terminate. If the other party has not entirely cured the breach within thirty (30) days of receipt of the written notice, then the party giving the notice may terminate the Contract at any time thereafter by giving written notice of termination. GRS will make every effort to provide information and access to CEIC and/or its designee to ensure continuous cleaning services outlined in this Contract. For purposes of this section, written notice is deemed received three (3) days after it is mailed, or upon confirmation of the read receipt. CEIC shall pay GRS for all work performed in accordance with this Contract up to and including the date of termination. In the event that CEIC terminates this Contract for convenience, CEIC shall reimburse GRS for any non-refundable costs.