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SAP #3026940

Source: Thomas Lannom, Revenue Bureau
- via email 12-5-19

AGREEMENT FOR CENTRAL EASTSIDE INDUSTRIAL DISTRICT MANAGEMENT SERVICES

This Agreement for Central Eastside Industrial District Management Services (Agreement) is between the City of Portland, Oregon (City) and Central Eastside Industrial Council (CEIC), an Oregon non-profit corporation. This Agreement is effective from July 1, 2019 through June 30, 2022.

R1

RECITALS:

1. Under Chapter 6.06 of the City Code, the City established a business property management license fee (License Fee) within the Central Eastside Industrial District, referred to herein as "the District". The purpose of the License Fee is to provide revenues to fund sidewalk operations and safety, streetscape improvement, parking and transportation, job development, marketing, and economic development services within the District. The District's boundaries are those as set forth in City Code Chapter 6.06.
2. The Central Eastside Industrial Council (CEIC) represents the property managers of a large portion of property within the District. CEIC initiated the establishment of the License Fee, and it has identified the services it recommends be funded by the License fee. CEIC also represents the business property managers who will be responsible for paying the majority of the License Fee revenues.
3. Given CEIC's position in relation to the District and the License Fee revenues, CEIC is uniquely qualified to manage the provision of the District's services, and there is no other potential provider that is so qualified. It is therefore appropriate for the City to contract with CEIC for the provision of the services described in this Agreement for the District; and CEIC is willing to contract to provide such services for the District.

AGREEMENT:

A. DEFINITIONS.

As used herein, unless the context requires otherwise, the following definitions apply to this Agreement:

1. 'Division' means Revenue Division of the City of Portland, Bureau of Revenue and Financial Services along with its officers, employees and agents.
2. 'License Fee' means the property management license fee for the Central Eastside Industrial District as established by Chapter 6.06.
3. 'Central Eastside Industrial District' or 'CEID' means Central Eastside Industrial District, established by PCC Chapter 6.06.
4. 'CEIC' means Central Eastside Industrial Council, an Oregon Non-Profit Organization.

5. 'OMF' means the Office of Management and Finance of the City of Portland, along with its officers, employees, and agents.
6. 'Services' means only services for the District for which public funds may be spent under Oregon law and includes, among other things under PCC 6.06.010, the following:
 - a. Sidewalk Operations and Safety
 - b. Streetscape Improvement and District Identity
 - c. Parking and Transportation
 - d. Community Workforce Innovation Fund
 - e. Advocacy and Administration
 - f. Contingency Reserve.

B. CEIC OBLIGATIONS.

CEIC obligations are as follows:

1. Provide Services. Manage and provide all District services for each District license year.
2. Budget. Provide to the City a proposed summary of Services and budget ('Work Scope' and 'Budget') for the next annual period's services, to be provided on or before the May 1, proceeding each annual period. In any annual period, CEIC may transfer amounts among budget categories within the overall budget in order to perform the Work Scope, but CEIC may not increase the amount budgeted within the overall budget for CEIC administration of District services by more than \$15,000 during any annual period without the prior written approval of the City. CEIC is responsible for providing Services under this Agreement only to the extent that the City provides funding to CEIC that covers the cost to CEIC of the Services.
3. Subcontracts. Let and administer subcontracts for the provisions of Services. CEIC will follow written competitive bidding procedures unless CEIC has documented that it is necessary or desirable to award a subcontract on a negotiated basis in order to assure the adequate provision of the applicable Services. Upon request by the City, CEIC will provide a copy of all subcontracts for Services to the City Attorney for review and approval for compliance with section B.10 (EEO Certification) of this Agreement. In the copies provided by CEIC, CEIC may redact trade secrets information as defined by ORS 192.345(2) that is not relevant to the City Attorney's review of the subcontract as to form.
4. Indemnification. Hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from

CEIC's work or the work of any CEIC subcontractor under this Agreement and against any improper use of District funds by employees or agents of CEIC with the responsibility for handling the funds. Nothing in this paragraph requires CEIC or its insurer to indemnify the City for claims of personal injury or property damage caused by the negligence of the City.

5. Liability Insurance.

- a. Maintain public liability and property damage insurance that protects CEIC (and naming the City and its officers, agents, and employees as an additional insured) from any and all claims, demand, actions, and suits for damage to property or personal injury, including death, arising from CEIC's work under this Agreement. The insurance must provide 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 are subject to statutory changes as to the maximum limits or liability imposed on municipalities of the State of Oregon during the term of the Agreement. The insurance must be without prejudice to coverage otherwise existing and must name as additional insureds the City and its officers, agents, and employees.
- b. Notwithstanding the naming of additional insureds, the insurance must protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein will operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance must provide that it cannot terminate or be cancelled without thirty (30) days written notice first being given to the City Auditor. CEIC must maintain continuous uninterrupted coverage for the duration of the Agreement. If the insurance is cancelled or terminated prior to completion of the Agreement, CEIC agrees to provide a new policy with the same terms. The insurance must include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by CEIC.
- c. Maintain on file with the City Auditor a certificate of insurance certifying the coverage required under this subsection. The adequacy of the insurance is subject to the approval of the City Attorney. Failure to maintain liability insurance is cause for the immediate termination of this Agreement by the City.

6. Workers' Compensation.

- a. CEIC, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, must be given to the City Auditor prior to this Agreement's effective date if one is required under this Agreement's terms. CEIC further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.
- b. In the event, if applicable, CEIC's workers' compensation insurance coverage is

due to expire during the term of this Agreement, CEIC agrees to timely renew its insurance, either as a carrier insured employer or a self insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration and CEIC agrees to provide the City such further certification of workers' compensation insurance as renewals of said insurance occur.

7. Independent Contractor Status. Provide services under this Agreement as an independent contractor and be responsible for any federal, state, and local taxes and fees applicable to CEIC. CEIC employees and its subcontractors and their employees are not City employees and are not eligible for any benefits provided through the City, including without limitation, social security, health, workers' compensation, unemployment compensation and retirement benefits.
8. Subcontract requirements.
 - a. All subcontracts must require that the subcontractors maintain public liability and property damage insurance that protects the subcontractor (and names CEIC and the City and its officers, agents, and employees as additional insureds) from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from the subcontractor's work under the subcontract. The insurance must provide 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 are subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the contract. The insurance must be without prejudice to coverage otherwise existing and must name as additional insureds the City and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance must protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein will operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance must provide that the insurance cannot terminate or be cancelled without thirty (30) days written notice first being given to the City Auditor.
 - b. Each subcontract must require the subcontractor to maintain continuous uninterrupted coverage for the duration of the subcontract. The subcontract must require the subcontractor to provide a new policy with the same terms if the insurance is cancelled or terminated prior to the completion of the subcontract.
 - c. The subcontractor insurance required hereunder must include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the subcontractor.
 - d. All subcontracts must require the subcontractors to provide and maintain workers' compensation insurance and to provide to CEIC and the City Auditor certificates of insurance, or copies thereof, as provided in subsection B.7 (Workers Compensation) of this section.

- e. In lieu of the insurance described herein, subcontractors may provide equivalent insurance if approved by the City Attorney.
 - f. All subcontracts must require subcontractors to maintain compliance with Chapter 3.100 of the City Code [Equal Employment Opportunity].
 - g. All subcontracts must require subcontractors to comply with the City's Fair Wage Policy established by City Ordinance No. 170222 as amended and renewed from time to time, to the extent that policy is applicable to work performed under the subcontract.
9. EEO Certification. Maintain compliance with Chapter 3.100 of the City Code pertaining to equal employment opportunity.
 10. Records. Maintain records on a current basis to document the expenditure of funds and the performance of Services in accordance with this Agreement. CEIC must retain these records for three (3) years from the date of completion or termination of this Agreement. The City or its authorized representative has the authority, during normal business hours and on reasonable notice, from time to time, to inspect, audit, and copy any records of CEIC regarding the expenditures of funds and performance of Services under this Agreement.
 11. Fair Wage Policy. Maintain compliance with the City's Fair Wage Policy established by City Ordinance No. 170222 as amended and renewed from time to time, to the extent that policy is applicable to work performed under this Agreement.
 12. Compliance with Laws. In connection with its activities under this Agreement, CEIC must comply with all applicable federal, state, and local laws and regulations.
 13. Public Contracts. CEIC must observe all applicable state laws pertaining to public contracts. ORS Chapter 279 requires every public contract to contain certain provisions.

C. CITY OBLIGATIONS.

The City's obligations under this Agreement are as follows:

1. Budget and Audit.
 - a. Receive on or before the beginning of each District license year, the proposed Work Scope and Budget provided by CEIC under section B.2 (Budget) for that annual period. Monitor the use by CEIC of District funds for each license year through such reviews as the City deems appropriate.
 - b. If the City chooses, whether directly or through a designated representative, it may conduct financial and performance audits of the uses of funds and Services, at any time during the term of the Agreement. This audit right expires at the conclusion of the three (3) year period described in section B.10 (Records). The City will conduct audits in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office. If any audit determines that

payments to CEIC were in excess of the costs of District services being provided under this Agreement, then CEIC must repay the amount of the excess to the City, with the amount of any repayment to be used to provide District services.

2. Compensation to CEIC.

- a. Pay to CEIC all net License Fee revenues, provided that the City first has received the Work Scope and Budget for Services. The City will make payment to CEIC of such net License Fee revenues as soon following the close of each City accounting period as the amount thereof received during the accounting period has been determined, and the City may make advance payments during any accounting period if the City's Director of the Revenue Division determines that sufficient funds have been received to make advance payments.
- b. Notwithstanding subsection 2(a) above, if the Division determines at any time during any license year that reserves are necessary to fund refunds, contingencies or any other such payment, the Division may retain up to \$5,000.00 until the reserve is no longer reasonably needed. In the event the Division retains such funds, it will give CEIC at least fourteen (14) days' notice prior to its withholding.

D. CHALLENGES TO CENTRAL EASTSIDE INDUSTRIAL DISTRICT 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:

1. The City may suspend its payments to CEIC 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.
2. CEIC 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. CEIC 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, CEIC may use any net License Fee revenues CEIC receives under section C. (Compensation) of this Agreement to satisfy the hold harmless, defense, and indemnification obligations established by this section or by section B.5 (Indemnification) before using the funds to provide Services.
3. The City may require that CEIC 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

E. ADMINISTRATION OF LICENSE FEE.

The 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. CEIC will provide assistance in these administrative functions as follows:

1. Overall Program Management. The 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 District and the City.
2. Customer Service. CEIC, in providing assistance to the Division, will practice good customer service in relation to license fee payers. CEIC will also respect and protect the Division's authority to make final determinations regarding collections, appeals, and questions of compliance with City Code Chapter 6.06.
3. Receiving Payments. The Division will receive all license payments (excluding voluntary payments made directly to CEIC) and enter them to the License Fee fund maintained by the City. If CEIC receives a voluntary payment for license fees, it must notify the Division within fourteen (14) days of receipt in order for the Division to correctly calculate the license collection fees owed for any given license year.
4. Appeals. The Division has sole authority to decide appeals, consistent with the provisions of City Code Chapter 6.06, but it must consult with CEIC regarding appeals. If the Division provides CEIC with a copy of an appeal but does not receive comments from CEIC within 7 days of the Division's providing the copy, the Division is deemed to have fulfilled its consultation responsibilities under this subsection. CEIC will provide timely responses to Division requests for information needed to decide appeals and for comments on appeals.
5. Collections and Collection Litigation Costs.
 - a. Collections. CEIC will monitor payments and encourage District business property managers to make license fee payments in a timely manner. However, the Division is responsible for actual collections and has sole authority to waive penalties and/or other finance charges.
 - b. Collection Litigation Costs. City costs related to District License Fee collection litigation will be billed separately to CEIC and will be payable and deducted from the next disbursement of funds to CEIC. The City, at the written request of CEIC, will provide written documentation of any amount so billed, payable, and deducted. The term "City costs" as used in this subsection means:
 - i. City costs and disbursements as defined in ORCP 68(A)(2);
 - ii. 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
 - iii. the cost of Revenue Division staff time based on actual hourly costs of

Division staff, all without the addition of an overhead charge.

6. Service Problems. Whenever the Division receives comments that are about District Services, the Division will notify CEIC of those comments as soon as is reasonably possible. The Division may notify by telephone, fax, electronic mail, or otherwise. CEIC must reasonably attempt to resolve all service-related problems and inform the Division of its efforts at resolution.
7. Division's Administration Costs.
 - a. The City will provide collection services to CEIC for a fee of 2.0% of the total District License Fee billings for License years beginning on or after July 1, 2019. The base for the admin fee shall include any voluntary payments made in lieu of the license fee under Chapter 6.06. Both parties agree that CEIC is not entitled to any civil penalties collected under Chapter 6.06, and the City will not include them in any disbursements to CEIC. The City will deduct its fees from the License Fees collected. The deduction will coincide with each of the two annual disbursement cycles.
 - b. Both CEIC and the City acknowledge that setting the collection services as 2.0% is at a level below the Revenue Division's actual cost of providing collection services to CEIC.
 - c. In addition to the 2.0% fee in subsection a. above, an allocation of direct overhead charges will be deducted to arrive at the net License Fee revenues payable to CEIC. Direct overhead charges include, but may not be not limited to, General Fund Overhead (GFOH) a charge and Enterprise Business System (EBS) services.
 - d. In addition to the fees and charges in subsections a. and c. above, there will be an additional one-time charge in the first license year of \$50,000 plus actual overtime charges incurred not to exceed \$10,000, for a total not to exceed \$60,000. This fee will cover start-up expenses including database development and additional staff resources to set up accounts and answer customer phone calls and letters on first year invoices. This set-up charge is based on the understanding that CEIC will partner with Revenue and provide significant assistance in these start up processes.
8. Division's Other Costs. Other costs for work provided by the Revenue Division to CEIC not directly related to collection services outlined in subsections E.5. (Collections) and E.7. (Division's Admin Costs), such as printing of a District booklet and information sheet for those wishing to appeal fee amounts, must be agreed upon in advance by the Division and CEIC. Those costs will be billed to CEIC separately, and they will be payable and deducted from the next Division disbursement of funds to CEIC.

F. TERM AND TERMINATION.

1. Term. The original term of this Agreement is from July 1, 2019 through June 30, 2022. CEIC may recommend to the City Council extension of the termination date in order to allow CEIC expenditure of remaining District funds for District services in the

event all District funds are not received and spent by June 30, 2022.

2. Termination.

- a. By Mutual Agreement. The City and CEIC, by mutual agreement, may terminate this Agreement at any time.
- b. Unilateral Termination. The City or CEIC may terminate this Agreement, for any reason deemed appropriate in its sole discretion, effective on delivery to the other party of 30 days' prior written notice of termination. Following the termination, CEIC as expeditiously as is reasonably possible will terminate its services hereunder, pay all obligations and costs of administration incurred hereunder, and return all remaining License Fee funds to the City.
- c. Termination for Breach. Either the City or CEIC may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking termination must give the other party written notice of the breach and of the party's intent to terminate. If the other party has not entirely cured the breach in all material respects within 30 days of the notice, then the party giving the notice may terminate the Agreement after giving a further 10 days notice of termination. Following such termination, CEIC, as expeditiously as is reasonably possible, must terminate its services hereunder, pay all obligations and costs of administration incurred hereunder, and return all remaining License Fee funds to the City.

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

H. SUBCONTRACTING. CEIC may not subcontract its work under this Agreement, in whole or in part, without the written approval of the Division. CEIC must require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of CEIC as specified in this Agreement. Notwithstanding Division approval of a subcontractor, CEIC remains obligated for full performance hereunder, and the Division incurs no obligation other than its obligations to CEIC hereunder. CEIC agrees that if subcontractors are employed in the performance of this Agreement, CEIC and its

subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

- I. **REMEDIES.** The remedy of termination under section G.2 (Term & Termination) is the only remedy for breach of this Agreement by either party.
- J. **OREGON LAWS AND FORUM.** This Agreement will be construed in accord with the laws of the State of Oregon. Any litigation between the Division and CEIC arising under this Agreement or out of work performed under this Agreement must 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.
- K. **ASSIGNMENT.** This Agreement may not be assigned without the prior written consent of both parties.
- L. **AMENDMENTS.** The parties may amend this Agreement, at any time only by written amendment executed by duly authorized representatives of the City and CEIC. Any amendment to this Agreement that increases the compensation payable to CEIC must be approved by ordinance adopted by the City Council to be valid.
- M. **REPRESENTATIVES OF PARTIES.**
 - 1. City Project Manager.
 - a. With respect to the District services obligations and duties of this Agreement, the City Project Manager is the Director of the Revenue Division or such other person as the Director designates in writing.
 - 2. CEIC Project Manager. The CEIC Project Manager is the Chairperson of CEIC or such other person as the Chairperson designates in writing.
 - 3. The Project Managers are authorized to give notices, terminate this Agreement, and take any other actions referred to herein on behalf of their respective parties, except as otherwise specifically provided herein.
- N. **NOTICE.** Any notice provided for under this Agreement is sufficient if in writing and delivered personally to the following addresses or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows or to such other address as the receiving party hereafter specifies by notice:

If to the City:

Director
Revenue Division
111 SW Columbia, #600
Portland, OR 97201

If to CEIC:

Central Eastside Industrial Council
PO Box 14251
Portland, OR 97293-0251

- O. INTEGRATION.** This Agreement replaces in its entirety the previous Agreement for Services between CEIC and the City of Portland, and the Agreement for Collection Services.
- P. SEVERABILITY.** If any provision of this Agreement is found to be illegal or otherwise unenforceable, this Agreement nevertheless will remain in full force and effect and the affected provision will be stricken.
- Q. NON WAIVER.** The Division and CEIC are not deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach does not waive any other breach not expressly identified, even if the other breach is of the same nature as that waived.
- R. PROHIBITED INTEREST**
1. No City officer or employee during his or her tenure or for one year thereafter may have any interest, direct or indirect, in this Agreement or the proceeds thereof.
 2. No City officer or employee who participated in the award of this Agreement may be employed by CEIC during the period of the Agreement.
- S. BREACH OF AGREEMENT**
1. The Division or CEIC will breach this Agreement if either fails to perform any substantial obligation under the Agreement, except as provided in subsection (2) of this section.
 2. Neither the Division nor CEIC is considered to have breached this Agreement by reason of any failure to perform a substantial obligation under the Agreement if the failure arises out of causes beyond its control and without its fault or negligence. Such causes may include, without limitation, acts of God or the public enemy, acts of the federal, state or local governments, fires, floods, epidemics, volcanic eruptions, quarantine restrictions, strikes, freight embargoes and unusually severe weather. Should either the Division or CEIC fail to perform because of a cause described in this subsection, the Division and CEIC will make a mutually acceptable revision to any provisions of this Agreement affected thereby.

Dated: May 15, 2019.

City of Portland

By: Thomas W. Lannom
Revenue Division Director

Thomas W. Lannom
Revenue Division Director

APPROVED AS TO FORM
Mary Ann
City Attorney

Central Eastside Industrial Council

By: [Signature]
President

549 000



DATE: June 28, 2019

TO: Fritz Pieper, OMF Bureau of Revenue and Financial Services

FROM: Kate Merrill, Executive Director
Central Eastside Industrial Council

RE: ESD Budget Summary

We have provided a three year pro-forma for the use of ESD funds.

The revenue division predicted collection of ESD funds for the first year is considerably lower than the \$1.2 million approved by City Council. The ESD plan also accounts for the use of permit surcharge funds (through our partnership with PBOT) as a match to provide the full list of services described. This includes cost sharing of staff and overheads.

For the ESD to be successful over the 3 year ESD contract, we immediately need to make sure that our programs are of ample size to show a noticeable enhancement to our area. The CEIC will be receiving a no interest line of credit, using permit surcharge funds to ensure cash flow over the three years of the ESD. This LOC will be fully paid back to our transportation account as a better rate of return is achieved and new buildings come into the fee pool. The ESD Revenue in 2020-21 and 21-22 is based on revenue division projections and our knowledge of new properties coming online.

CEIC TPAC/ESD Budget 2019-22

July 1- June 30	TPAC 2019-20*	ESD 2019-20 (67% compliance rate)	TPAC 2020-21	ESD 2020-21 (75% compliance, w/new devlp)	TPAC 2021-22	ESD 2021-22 (80% compliance with new
INCOME						
TPAC Permit	\$2,171,556		\$1,708,204		\$1,784,852	
Meter Revenue	\$100,000		\$150,000		\$200,000	
ESD Revenue		\$737,000		\$1,035,000		\$1,050,638
ESD carryover				\$95,362		\$150,662
TOTAL INCOME	\$2,271,556	\$737,000	\$1,858,204	\$1,130,362	\$1,984,852	\$1,201,300
EXPENSES						
<i>Staffing</i>						
Total Staff	\$144,480	\$192,666	\$151,380	\$171,528	\$157,111	\$177,570
<i>Admin</i>						
Total Admin	\$13,472	\$39,372	\$13,472	\$33,572	\$13,472	\$33,572
Marketing	\$10,000	\$54,000	\$5,000	\$54,000	\$10,000	\$54,000
Event Expense	\$3,000	\$6,000	\$3,000	\$6,000	\$3,000	\$6,000
<i>Programs</i>						
<i>Cleaning</i>						
Cleaning	\$600,000		\$615,000		\$630,000	
JOIN/pear/Trash for Peace Cleaning Pilot Safety for All	\$25,000		\$50,000		\$50,000	
Security Team		\$600,000		\$615,000		\$630,000
Outreach Worker	\$62,400		\$65,500		\$68,800	
Community Grants Program		\$50,000		\$50,000		\$50,000
Transportation/Street scape/Wayfinding/Lig hting	\$1,105,000		\$920,000		\$1,030,000	
TOTAL	\$1,963,352	\$942,038	\$1,823,352	\$930,100	\$1,962,383	\$951,142
NET	\$308,204	-\$205,038	\$34,852	\$200,262	\$22,469	\$250,158
ESD payment on LOC		\$0		\$50000		\$250000
LOC	\$300000			\$250000		\$0
PBOT carryover	\$8,204		\$84852			
ESD carryover		\$94962		\$150262		\$158

**Budget Vs Actual - Fund**

City of Portland
Budget Vs. Actual Report by Fund
Balances for Period 1-12(Jul-Jun)
Fiscal Year 2020

Date of Output: 06/27/2019
Time of Output: 13:24:42
Page: 1 of 3

Report Selection Criteria

Fund or Fund Group: 204003
FC or FC Group: COP1
FA or FA Group: *
FP or FP Group: *
Grant or Grant Group: *

Report Display Filter

FC: COP1
FA: *
FP: *
Grant: *

Description	Current Bud.	Actuals	PR Encum.	PO Encum.	Available Budget
** Net Total	1,219,398.00				1,219,398.00
* 204003 Central Eastside ESD	1,219,398.00				1,219,398.00



Vendor Search

Search
Using: ALL of the criteria

Find It Clear

Search Fields: Vendor ID 1223 Vendor Name

Vendor Legal Name

Vendor Keyword

ZIP Code County

State

☐ Emergency Suppliers

NIGP Class

NIGP Class Item

NIGP Keyword

Question 2 - Oregon MWESB Certification Type None

Question 6* - Equal Employment Opportunity I certify that my firm is an Equal Opportunity Employer and do not discriminate against employees or applicants based on...

Question 7* - Equal Benefits Compliance Not Applicable - My firm is a Public Agency (YOU'RE DONE!!! PLEASE SKIP QUESTIONS 8 - 13, AND CLICK "Save & Continue" BE...

Browse by: A B C D E F G H I J K L M N O P Q R S T U V W X Y Z 0 1 2 3 4 5 6 7 8 9 10

Find It Clear

Results

Vendor Id	Vendor Name	Address	City	State	Postal Code	Contact Name	Phone	Fax
00011223	Central Eastside Industrial Council	PO Box 14251	Portland	OR	97239	Kate Merrill	(503)236-6830	
M0212230	Creative Interiors aka Debra Wildedesign	920 NW Kearney St.	Portland	OR	97209	Debra Wilde	(541)683-4353	(541)683-4353
M0291223	Itergraph	19 Interpro Road	Madison	AL	35758	Jim DeFreeuw	(925)324-5570	(256)730-8046
M0391223	McKinstry Co.	16790 NE Mason St	Portland	OR	97230	Doug Cole	(503)331-0234	

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