



PROFESSIONAL SERVICES AGREEMENT

Effective Date	<i>September 1, 2019</i>
Termination Date	<i>August 31, 2020</i>
Compensation Not to Exceed	<i>\$500,000</i>
CCC Contact	<i>Jay McIntyre, jay.mcintyre@cccconcern.org</i>
Client Contact	<i>Kate Merrill, kate@ceic.cc</i>

This PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is entered into as of the Effective Date by and between Central City Concern, a nonprofit corporation located at 232 NW 6th Avenue, Portland, Oregon 97209 (“**CCC**”), and the Central Eastside Industrial Council (“**CEIC**”), a nonprofit corporation located at 1028 SE Water Ave Suite 210, Portland, Oregon 97214 (“**Client**”).

Client and CCC agree as follows:

1. **Term.** This Agreement shall be effective as of the Effective Date above and shall remain in effect until the Termination Date above, or is terminated as provided in this Agreement, whichever occurs first (the “**Term**”). CCC’s intent to renew must be given 90 days prior to the contract expiration date.
2. **Scope of Work.** CCC shall perform the services set forth in Exhibit A (“**Scope of Work**”) in order to implement Client’s Clean Start program (the “**Program**”). CCC understands that time is of the essence in this Agreement and agrees to meet all milestones set forth in Exhibit A.
3. **Consideration; Payment Terms.** Client shall compensate CCC monthly for services provided under this Agreement in an amount not to exceed \$500,000 during the Term. Any changes in compensation due to the loss or gain in contracted work will be by mutual consent of the parties based on the fully loaded hourly rate of maintenance workers and approved overhead expenses.
 - a. **Invoicing.** CCC shall submit monthly invoices to Client by the 20th of each month. The invoices shall contain: (i) A summary page for each contract line detailing labor (including number of employees and hourly rate), operating costs and profit; and (ii) Profit and Loss statements. CCC will provide Client with a list of employees, scope of work, pay rate, hours worked, and taxes and benefits upon Client’s request.
 - a. **Payment.** Client shall pay CCC within forty-five (45) days of receipt of invoice for the previous month’s services. Payments received by CCC after that date will be subject to a late charge of three (3) percent. CCC 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 CCC, in accordance with this contract, subject to receipt of funds from the City.
 - b.
4. **Exhibits.** The following Exhibits and the terms and provisions contained therein are hereby incorporated into this Agreement:

Exhibit A	Scope of Work
Exhibit A-1	Map of Service Area
Exhibit B	General Terms and Conditions

If any conflict exists between any exhibits, schedules, addenda, or other attachments and this Agreement, the terms of the Agreement shall take precedence, except as specifically provided herein.

5. Insurance. CCC shall maintain public liability and property damage insurance that protects CCC, Client, 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 Agreement. The insurance shall include coverage for any damages or injuries arising from the use of automobiles or other motor vehicles by CCC.

- a. Amount and Terms. CCC 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 insurance must include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by CCC. 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 Agreement. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds Client, CCC 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 Client 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 Client and the City Auditor.

b. Workers' Compensation. CCC 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. CCC shall provide a certificate of insurance upon Client's request.

c. Certificate. CCC shall provide Client with a certificate of insurance certifying the coverage required under this Section 5. The adequacy of the insurance shall be subject to Client's approval. CCC's failure to maintain any of the coverage required in this Agreement shall entitle Client to terminate this Agreement immediately pursuant to Section 16 of the General Terms and Conditions.

6. Taxes. CCC shall pay when due all fees, taxes, and charges in connection with or related to the services provided under this Agreement, 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 Client hereunder.

7. Health Plan. CCC shall provide a health benefit plan to its full-time, regular employees who have completed thirty (30) days of satisfactory services (excludes temporary trainees). The plan may be an employee contribution plan and will be available the first of the month following the 30 days of satisfactory service.

8. Equal Opportunity. CCC shall abide by the requirements of 41 CFR 60-300(a) and 41 CFR 60-740(a). 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. 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.

9. Wages. CCC shall comply with the City’s 3.99.005 Fair Wage Policy as amended and renewed from time to time

10. Non-Competition Agreements. CCC shall not require its employees to sign agreements preventing them from accepting future employment with Client and any non-competition agreement signed by CCC’s employees shall be deemed not to be applicable to future employment with Client, notwithstanding any contrary provision of the Agreement.

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

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

Central City Concern

Client

Signature: _____
Name: Sarah Chisholm
Title: CFO

Signature 
Name: Kate Merrill
Title: Executive Director



EXHIBIT A SCOPE OF WORK NO. 1

As required by the Professional Services Agreement (the “**Agreement**”) between the parties, this Scope of Work outlines the Services that CCC will provide to Client through its Transportation Parking Advisory Committee (“**TPAC**”).

1. **Services.** CCC shall provide janitorial workers to patrol the areas outlined in Exhibit A-1, attached hereto (the “**Service Area**”). Janitorial workers (“**Program Staff**”) must be equipped with a truck, shovels, rakes, brooms, brushes, garbage bags, tools, buckets and other appropriate gear as needed to provide the cleaning services. Client may request cleaning services for particular areas by calling Program Staff directly, or by sending an email to CleanStartCEID@CCConcern.org. Program Staff shall provide the following cleaning services within the Service Area:
 - a. Remove debris from sidewalks, tree wells, flowerpots, green features and other areas as necessary. Additional cleaning services, at regular intervals, based on the requirements of individual areas with the Service Area, in order to maintain consistent cleanliness. Prioritize transit routes/stops, high-frequency areas and the removal of bio-hazardous waste and needles. Report high graffiti areas to CEIC’s graffiti removal contractor and any public safety concerns to the CEIC safety contractor. Document all biohazards and trash.
 - b. Rapid response to clean up and remove large debris concentrations. If area is an active campsite, Program Staff will provide blue trash bags to occupants of any active homeless camps. Program Staff will inform the occupants to place their trash in the blue bags, which Program Staff will then collect the following business day.
 - c. Coordinate services with Central Eastside graffiti removal and safety contractors and quarterly volunteer-run clean-ups.
 - d. Ensure environmental stewardship in all cleaning efforts and Products. Service Levels. CCC shall provide Program Staff sufficient to staff the Service Area during the following days and times:

	Number of staff	Days	Times
Mobile Trash Pickup team	2	Monday – Friday	8:00 a.m. to 4:30 p.m.
Tricycle Cleaner	2	Monday – Friday	8:00 a.m. to 4:30 p.m.
Sidewalk Cleaner	7	Monday – Friday	8:00 a.m. to 4:30 p.m.
Supervisor	.5	Monday – Friday	

Coverage, when possible, will emphasize targeted, flexible deployment. Staffing levels shall be based on available resources, as defined by Client. Staffing may be adjusted at Client’s direction based on the availability

of funds, subject to CCC's approval of such changes. Any significant level of service changes by CCC shall be subject to Client's prior written approval.

Should Program Staff be harassed or threatened by anyone in the district, they will immediately leave the area. Cleaning will resume once Program Staff feel the area is safe, or with police presence as necessary. . They will also promptly inform to the CEIC's safety contractor.

1. Management. CCC Program Staff shall be under the direction of the following personnel:
 - a. Supervisor. A CCC Supervisor shall be assigned for each shift. The Supervisor shall be assigned day-to-day responsibilities, and shall oversee the completion of such responsibilities by the on duty janitorial workers. The Supervisor must attend planning meetings, including the CEIC monthly oversight committee meetings when requested by Client, with Client's personnel and other stakeholders as necessary. Supervisors must be full-time employees of CCC with a salary based on a forty (40) hour work week, and shall report to the Business Director.
 - b. Business Director. The CCC Business Director shall be responsible for scheduling, providing performance reports, and crew and program evaluation to Client. The Business Director is responsible for continuing in-service training of janitorial workers, and disciplinary action as needed, and must have access to a vehicle to facilitate quick response times for calls for service. The Business Director must attend planning meetings with Client personnel and other stakeholders as necessary, including the CEIC monthly oversight committee meetings when requested by Client,. The Business Director must be a full-time employee with a salary based on a forty (40) hour work week.
2. Communications. All communications between Client and CCC regarding the obligations under this Agreement, budgetary matters, and operational decisions shall be between the CCC Contact and Client Contact identified above, or their respective designees. The parties may update their respective Contacts from time to time by providing written notice pursuant to Section 12 of the General Terms and Conditions. The Business Director must be equipped to allow contact at all times with the janitorial workers, the Supervisor(s) and Client, via email, phone or text as necessary to discuss unusual or time-sensitive issues that may arise.
3. Meetings. CCC will meet on an as needed basis with Client to discuss routine matters.
4. Reports. CCC shall insure that all reports are available to Client monthly and on request, in a timely manner.
 - a. CCC will collect Program statistics, such as number of calls for service, number of bags of trash collected, and number of needles removed. CCC staff will input these statistics daily, and will generate monthly reports at the end of each calendar month. 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 CCC without CEIC's consent, which consent may be withheld in sole discretion.
5. Employee Requirements. CCC shall primarily hire janitorial workers from the formerly homeless population with the Service Area. CCC will provide guidelines for all employees ensuring that all employees maintain the highest degree and standards of courtesy and professionalism as representatives of Client and the Program.

- a. Uniforms. CCC shall issue and maintain Client-approved employee uniforms. CCC shall ensure that all janitorial 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 Client’s review and approval.
- b. Employee Review. CCC will maintain a regularly schedule program of employee review and evaluation, which requires: (i) a six (6) month training period for all new employees; and, (ii) ninety (90) day employee evaluations.

6. Client Responsibilities. Client shall provide the following storage areas to CCC: Indoor secure storage for cleaning supplies.

7. Expenses for the Period of September 1, 2019 to June 30, 2020.

- a. Labor. CCC will provide four regular, full-time employees (“FTE”), seven trainees, and a 0.5 FTE supervisor. The four regular FTEs will be part of the ASFCME union. The trainee positions will be staffed by the same person for up to six (6) months, or until such time as the current trainee finds permanent employment. CCC will provide a new trainee as needed to provide Client with continuous staffing. Client will pay CCC monthly consistent with the following:

Personnel	Cost per year	Cost per month	Hourly Salary
4.0 Permanent FTE	████████	████████	████████
7.0 Trainee FTE	████████	████████	████████
0.5 Supervisor	████████	████████	████████
Total Personnel Cost	████████	████████	

- b. Operating Expenses. CCC assesses an administrative fee of 12.5%, which is a federally approved indirect rate based on actual administrative overhead. Client will pay CCC monthly consistent with the following:

Operating Expenses	Cost per year	Cost per month
Cleaning supplies	████████	████████
Vehicle Lease and Insurance (2)	████████	████████
Vehicle gas and Maintenance	████████	████████
Uniforms	████████	████████
Cell phone and service plan	████████	████████
Vehicle Parking/Rent	████████	████████
Maintenance Materials	████████	████████
Miscellaneous	████████	████████
Total Operating Expenses	████████	████████

c. Additional Expenses

- Administrative Fee: 12.5% federally approved indirect rate based on actual administrative overhead.
- A Profit of 5% is assessed on Total Labor and Operating Expenses to provide employment services for our formerly homeless clients including the Clean Start trainees.
- Contingency: 5% built in for unforeseen expenses.

Additional Expenses	Cost per year	Cost per month
Administrative Fee	████████	████████
Profit	████████	████████
Contingency	████████	████████
Total Additional Expenses	████████	████████

d. Total Cost

Description	Cost per year	Cost per month
Personnel Cost	████████	████████
Operating Expenses	████████	████████
Additional Expense	████████	████████
Total Cost	████████	████████
State of Oregon STEP 50/50	(\$69,495)	
CEIC Total Cost	████████	

***The State of Oregon STEP 50/50 program will pay for \$69,497, which CCC has reinvested in the program with additional trainee sidewalk cleaners.

8. Change Procedure. Changes to this Scope of Work may only be made in writing, signed by both parties.
9. 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 must include, at a minimum:
 - Engagement with Campers and/or similar vulnerable populations
 - Differentiation of ‘Trash’ from ‘Personal Property/Documents’
 - Conflict Resolution and De-escalation Techniques
 - 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.

12. Reports: Cleaners' will report any out of the ordinary incidents (aggression against an employee, higher than usual amounts of trash or needles, etc) to their supervisor, and this will be shared within 24-48 hours with CEIC staff via email.
13. 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 trash pick up areas/types that CCC will follow.

EXHIBIT A-1 – MAP OF SERVICE AREA

1. 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.

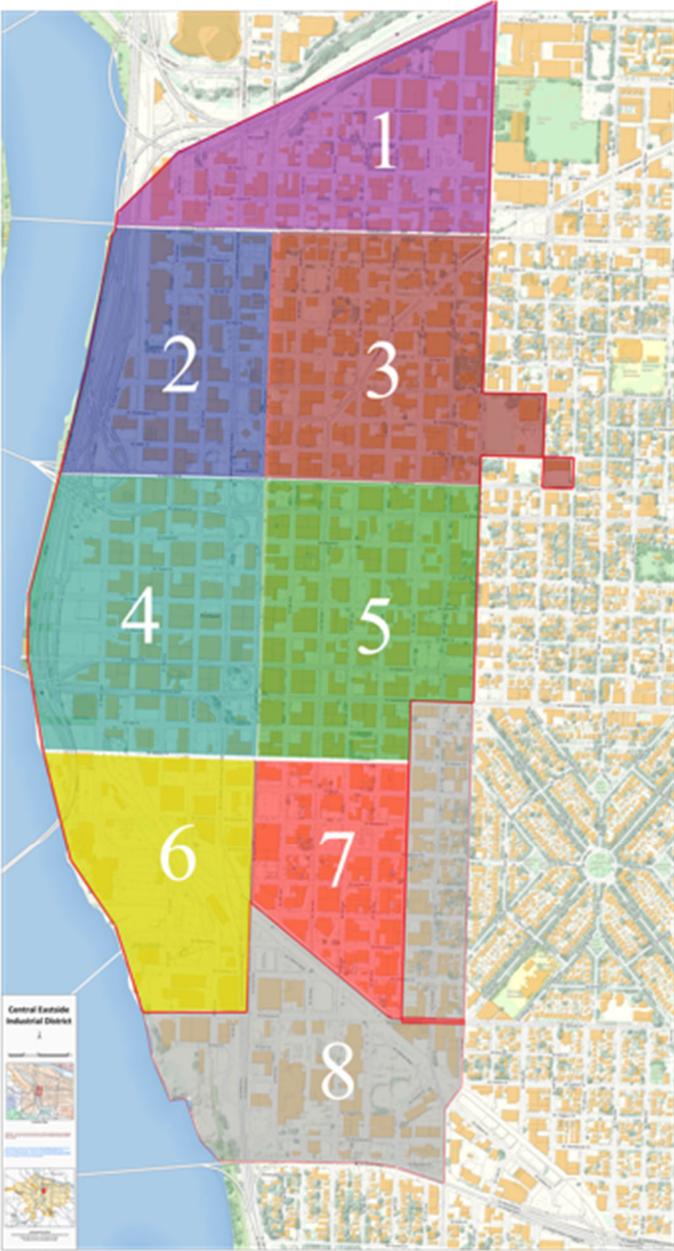


EXHIBIT B
GENERAL TERMS AND CONDITIONS

1. Access to Records. CCC 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 Agreement. Client and its duly authorized representatives shall have access to the records of CCC that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Such records shall be maintained by CCC for three (3) years from the date of contract expiration unless a shorter period is authorized in writing. CCC may be required to provide certified payroll, earning statements and time cards. If an audit discloses that payments to CCC under this Agreement were in excess of the amount to which CCC was entitled, then CCC shall repay the amount of the excess to Client within fifteen (15) days of receipt of the audit. CCC may, at its own expense, have the records audited before repaying any claim in excess of \$1000.
2. Amendment. This Agreement may only be amended in writing, signed by an authorized representative of each party.
3. Assignment. CCC shall not assign or transfer its interest nor delegate its obligation in this Agreement without the express written consent of Client.
4. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope of intent of any provisions of this Agreement.
5. Compliance with Applicable Law. CCC agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be performed under this Agreement. CCC specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. CCC 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 Agreement, "Confidential Information" means all written, recorded or oral information furnished under or gathered or obtained pursuant to this Agreement 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 Client, or becomes available to either party on a non-confidential basis from a person who is not otherwise bound by a confidentiality agreement with Client 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 Client and CCC, 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 Agreement. 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 Agreement.

7. Disputes. Any dispute arising under this Agreement that is not settled by mutual agreement 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. Client will strike one (1) name, and then CCC will strike one 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 Client and CCC cannot agree on rules, the arbitrator shall adopt rules consistent with this Section.
8. 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.
9. Execution and Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
10. Governing Law. This Agreement 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.
11. 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 to the extent arising out of or related to the indemnifying party's willful misconduct, gross negligence, or material breach of this Agreement. 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 Agreement unless specifically waived in writing by the other party after such expiration or termination.
12. Licenses. CCC 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.
13. 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 Agreement, unless otherwise designated in writing.
14. 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.
15. Remedies. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

16. Severability. If any term or provision of this Agreement 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 Agreement did not contain the particular term or provision held to be invalid.
17. Subcontracts and Assignments. CCC shall not enter into any subcontracts for any of the work scheduled under this Agreement, or assign or transfer any of its interest in this Agreement, without obtaining prior written approval from Client.
18. Termination. This Agreement 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 Agreement in the event of a breach of the Agreement 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 Agreement at any time thereafter by giving written notice of termination. CCC will make every effort to provide information and access to Client and/or its designee to ensure continuous cleaning services outlined in this Agreement. For purposes of this section, written notice is deemed received three (3) days after it is mailed, or upon confirmation of the read receipt. Client shall pay CCC for all work performed in accordance with this Agreement up to and including the date of termination. In the event that Client terminates this Agreement for convenience, Client shall reimburse CCC for any non-refundable costs such as insurance, lease termination fees, and other expenses and obligations incurred by CCC in anticipation of full-term performance.
19. Force Majeure. Neither CCC nor Client shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, CCC's or Client's reasonable control. CCC shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
20. Waiver. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.
21. Entire Agreement. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.