



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

**NORTHWEST ENFORCEMENT  
PROFESSIONAL SERVICES CONTRACT  
Central Eastside Industrial Council**

This Professional Services Contract ("Contract") is between Northwest Enforcement, Inc. ("NEI") and the client named below ("CEIC").

<b>Client Name</b>	Central Eastside Industrial Council	<b>Effective Date</b>	September 1, 2019
<b>Client Contact</b>	Kate Merrill	<b>Termination Date</b>	August 31, 2020
<b>Contact Email</b>	kate@ceic.cc	<b>Billing Contact</b>	Kate Merrill
<b>Contact Phone</b>	503.236.6380	<b>Billing Address</b>	kate@ceic.cc

This Contract ("Contract") is entered into as of the Effective Date by the Central Eastside Industrial Council and between Northwest Enforcement Inc, a domestic business corporation located at 2017 NE 164th Place, Portland, Oregon 97230 ("NEI"), and the Central Eastside Industrial Council ("CEIC"), a nonprofit corporation located at 1028 SE Water Ave Suite 210, Portland, Oregon 97214 ("CEIC").

NEI and CEIC agree to the following services for a **not to exceed total of \$662,400**:

Service Description	Days of Service	Annual Hours	Rates (with 72+ hours-notice)
Safety Ambassadors (3-5)	Sunday-Saturday	11,288	████ per officer per hour
Lead Ambassador (1)	Sunday-Saturday	2,840	████ per officer per hour
Outreach Ambassadors (2 part-time)	Tuesday-Sunday	2,600	████ per officer per hour
Care Coordinator (1)	Monday-Friday	2,080	████ per officer per hour
SRT Online Data Collection Software	24/7		████ per month
SRT Monitoring (see description below)	24/7		Included with SRT
3 iPads, 3 iPhones	24/7		████ per month
3 Vehicles, 6 Bicycles	24/7		████ per month
Care Items - Water, granola bars, hand warmers, etc.	as needed		████ per month
Attendance at CEIC and Sidewalk Operations Oversight Committee meetings	as needed		Included with 1-year contract

**Services**

NEI will provide all services outlined in the CEIC Safety for All RFP - Attachment A for the CEIC ESD Service Area - Attachment B. Northwest Enforcement will partner with Central Eastside to provide innovative, district-wide safety services as part of the ESD's Sidewalk Operations: Safety for All Program. The services are informed by a 12-month Safety Pilot Project, extensive community outreach and City Council requirements.

Unarmed, highly trained Safety Ambassadors shall be deployed district-wide Monday-Sunday from 3pm-1am at a minimum. NEI will provide a schedule to the CEIC for the CEIC to approve. Any significant changes to the schedule will be mutually agreed upon.

NEI will provide consistent, district-wide deployment with as needed rapid response capability, about 15 minutes maximum. Northwest Enforcement will provide two Outreach Workers focused on connecting with houseless people. This "outreach worker" will have an experience of houselessness or housing insecurity. A Care Coordinator will help connect houseless individuals with services and Safety Ambassadors to connect with businesses, housed and unhoused residents. The whole team will connect with people in a respectful and compassionate manner and do all they can to communicate and coordinate in ways that lead to proactive, positive outcomes for all. All necessary training, equipment and oversight are included in this contract. The Safety Ambassadors will also provide chaperone services for individuals needed safety in the evenings going to/from their cars or public transport. NEI will provide a Customer Service Specialist to provide consistent communication with businesses including reporting service delivery/resolution and share environmental design remedies to address high biohazard, graffiti and trash frequency areas. NEI staff will attend regular meetings with the client, as needed, and monthly Sidewalk Operations Oversight Committee meetings.

Northwest Enforcement will uphold the law with regards to private property but will verbally intervene in all situations that appear unsafe on private property and duly report it. The CEIC or NEI will reach out to the property owner with information and to offer a consent form to the owner, or legally designated owner representative, to enable NEI to ask individuals to leave the property. In all cases, NEI team members will use de-escalation techniques and avoid physical interaction whenever possible and follow the situational protocol outlined in Attachment C. All owner contact information is proprietary to the CEIC and shall be shared with the CEIC upon request.

### **Tracking**

In addition to in-person, phone and email communication, Northwest Enforcement's proprietary, cutting-edge SRT software will enable excellent communication and provide daily activity and incident reports. Safety Ambassadors access SRT via an iPad or iPhone and use it to document all activity, maintenance or repair issues, all kinds of incidents (graffiti, property damage, car prowls, abandoned vehicles). Photos, audio and/or video accompany reports. NEI will provide the CEIC with daily reports and quantitative data on at least a monthly basis to collect and share mutually agreed upon data. NEI will coordinate district documentation with Central Eastside cleaners. NEI will document and report incidences of biohazards, graffiti, trash and other vandalism and coordinate remediation with Central Eastside cleaning and graffiti teams.

NEI will provide the CEIC with daily reports and quantitative data on at least a monthly basis to collect and share mutually agreed upon data. In addition to the mentioned above, NEI will track : emergency health and mental health contacts, emergency police contacts, when safety ambassadors ask people to move off private property, number of contacts with businesses, housed residents, unhoused residents, and visitors, number of camps, abandoned autos, and number of chaperoned walks. In regard to the situational protocol, ambassadors will assign each interaction a corresponding level rating the interaction. The Outreach Worker and Care Coordinator, a separate list of metrics will be developed together by NEI and the CEIC. At minimum, houseless resident requests for specific services and the Care Coordinator's ability to connect them to services will be collected.

### **Reports**

Written reports will be made available upon request and monthly/quarterly reports will be presented to Oversight Committee. Data will be reported out by zone, see attachment D. 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 NEI without the CEIC's consent, which consent may be withheld in sole discretion.

### **Routes**

Safety for All staff deployment in the district will be communicated to CEIC and recorded in a trackable way. NEI and CEIC will work together to priority safety coverage areas.

### **Hiring Practices and Employee Wages**

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

CEIC must pay for a minimum of 4 hours for any NEI employee shift. If an NEI employee works on any of the following holidays, CEIC must pay the holiday rate of 1.5 times the regular rate: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and Christmas.

If CEIC requests any extra service with less than 72 hours-notice, then CEIC must pay the overtime rate of 1.5 times the regular rate for each NEI employee working the requested service. If an NEI employee providing services for CEIC under this Contracts is required to attend court, arbitration or mediation hearings, CEIC agrees to pay for per diem, mileage and labor at the overtime rate of 1.5 times the regular rate.

NEI will make every effort to hire staff with a lived experience of housing insecurity or houselessness. The CEIC staff will be involved in the hiring process of the Care Coordinator, attending interviews and providing feedback on candidates. NEI will also provide meaningful workforce development opportunities to their staff.

### **Training**

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.

The Central Eastside Safety Certification Training' will consist in the development and implementation of bi-annual, 12-hour training provided to all NEI staff working under this contract upon hire and every six (6) months thereafter; training must include, at a minimum:


- Conflict Resolution and De-escalation Techniques,
- FirstAid and Mental Health Crisis Response and Trauma-informed Interventions
- Social Service Safety Net Referrals

### **Uniforms**

NEI shall issue and maintain CEIC-approved employee uniforms. NEI 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.

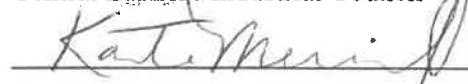
This Contract is entered into pursuant to the attached Terms and Conditions incorporated by reference.

NORTHWEST ENFORCEMENT, INC.



Karen Withrow, President

Central Eastside Industrial Council

 9/26/19

Kate Merrill, Executive Director

**NORTHWEST ENFORCEMENT, INC.**  
**TERMS AND CONDITIONS**

1. *Scope of Work.* Northwest Enforcement, Inc. (“NEI”) agrees to perform the services described in any Contract signed by both NEI and CEIC (“Contract”). NEI shall perform its services in a professional manner, in accordance with industry standards and in compliance with applicable law. NEI shall administer and oversee all aspects of the services set forth in this agreement, including personnel placement, training requirements, and adding or deleting team members or locations.
2. *Payment for Services.* CEIC agrees to pay the fee in the amounts and as described in the Statement. Invoices are due on a Net 30 basis. Invoices not paid within 30 days of the date due will incur interest at the rate of 1.5% per month from the date such invoice was due. NEI may require a written credit card authorization to charge payments due under this agreement and may pass along credit card processing fees or other transaction fees for electronic payments at its sole discretion. NEI 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 NEI, in accordance with this contract, subject to receipt of funds from the City.
3. *Obligations.* NEI’s ability to stay on schedule and within budget is conditioned on CEIC’s cooperation. CEIC agrees to reasonably cooperate with us by timely responding to our requests for information, remaining current on obligations to us, and otherwise complying with CEIC’s obligations under this agreement.
4. *Representations.* CEIC represents that (i) the factual background included in the contract is complete and accurate in all material respects and (ii) CEIC will comply with all applicable laws.
5. *Amendment.* This Contract may only be amended in writing, signed by an authorized representative of each party.
6. *Assignment.* NEI shall not assign or transfer its interest nor delegate its obligation in this Contract without the express written consent of CEIC.
7. *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.
8. *Compliance with Applicable Law.* NEI agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be performed under this Contract. NEI specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. NEI 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.
9. *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 NEI, 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.

10. *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.
11. *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.
12. *Licenses.* NEI 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 Contract, 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 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.
16. *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.
17. *Subcontracts and Assignments.* NEI 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.
18. *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. NEI will make every effort to provide information and access to CEIC and/or its designee to ensure continuous safety services outlined in this contract. This contract has an option to renew at a 3% annual increase until June 30, 2022.
19. *Indemnity.* CEIC agrees to indemnify NEI and our principals against all damages, costs, expenses and losses (including reasonable attorney fees and costs) that arise out of or relate to (i) a breach by CEIC of CEIC's

representations or covenants in the Statement; or (ii) CEIC's gross negligence or willful misconduct. NEI shall indemnify CEIC against all damages, costs, expenses and losses (including reasonable attorney fees and costs) that arise out of or relate to (a) a breach by NEI of the Statement; or (b) NEI's gross negligence or willful misconduct.

## *20. Exclusion of Warranties, Limitation of Liability, Disclaimer.*

*20.1. Exclusion of Implied Warranties.* Except as otherwise represented in the Statement, all services performed by NEI are provided "AS IS" and NEI makes no warranties, express or implied, and hereby disclaims all implied warranties including the warranty of merchantability and fitness for a particular purpose.

*20.2. Limitation of Liability.* Subject to applicable law, NEI is not liable, whether in contract or in tort, for any special, indirect, incidental, punitive or consequential damages, or lost profits, that may arise in connection with this agreement. NEI's maximum liability is the amount of insurance NEI is required to maintain.

*20.3. Disclaimers.* Any services performed by NEI are only deterrents and are not guarantees of any outcome. NEI does not promise that any services provided pursuant to the Contract will prevent loss or damages.

## *21. Insurance*

NEI shall maintain continuous uninterrupted public liability and property damage insurance that protects NEI, 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 NEI:

*21.1 Amount and Terms* NEI 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, NEI 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.

*21.2 Workers' Compensation* NEI 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. NEI shall provide a certificate of insurance upon CEIC's request.

*21.3 Certificate* NEI 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. NEI'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.

22. *Taxes.* NEI 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.

23. *Miscellaneous*

23.1 *Attorneys' Fees.* The prevailing party in any dispute regarding the Statement, including in tort, is entitled to recover reasonable attorneys' fees, costs, and expenses incurred with respect to such dispute and in any appeal. In addition, CEIC is responsible for all collection and legal fees incurred by NEI caused by lateness or default of payment.

23.2 *Independent Contractor.* NEI is an independent contractor to CEIC. The Contract does not create an exclusive relationship and NEI is entitled to offer and provide service to others, solicit other clients, and continue to advertise its services. NEI may utilize contractors in performing its services. NEI will ensure that any contractors used will comply with the Statement. NEI's employees and subcontractors are not employees of CEIC.

23.3 *Governing Law, Dispute Resolution.* The laws of the state of Oregon govern all matters arising out of the Statement, including tort claims. Any claim arising out of the Statement, including tort claims, must be resolved by arbitration in Portland, Oregon, in accordance with the rules of (and by filing a claim with) Arbitration Service of Portland, Inc. Any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction.

23.4 *Miscellaneous Clauses.* This agreement includes these Terms and Conditions. Services described in the Contract will be provided pursuant to this Contract, except as modified by amendment. This agreement is not assignable by CEIC without NEI's written consent. This contract supersedes all prior understandings, whether written or oral. This agreement may be signed in separate counterparts. There are no third-party beneficiaries to the Statement.

# **Central Eastside Request For Proposal SAFETY FOR ALL SERVICES**

## **Requested Services**

### **1. Safety Ambassadors**

- Unarmed, highly-trained Safety Ambassadors deployed district-wide six (6) days per week from 3pm-1am
  - Safety Escorts
  - Transit Routes
  - High Vandalism/Crime Frequency Areas
- Consistent, district-wide deployment with as needed rapid response capability
- Embedded 'Crisis Worker' skilled in trauma-informed best practices and with expertise working with houseless and other vulnerable populations
- Coordinate district documentation with Central Eastside Clean Cleaners
- Low-barrier Safety Ambassador uniforms – professional and recognizable but informal (not to mimic or reference law enforcement uniforms)
- Meaningful Workforce Development and Peer-based Employment opportunities
- 'Central Eastside Safety Certification Training'\* – development and implementation of bi-annual, 12-hour training provided to Safety Ambassadors upon hire and every six (6) months thereafter; training must include, at a minimum:
  - Conflict Resolution and De-escalation Techniques
  - First Aid
  - Mental Health Crisis Response and Trauma-informed Interventions
  - Social Service Safety Net Referrals
- Ongoing Professional Development\* provided to Safety Ambassadors – development and implementation of monthly, 4-hour training
- 'Central Eastside Situational Protocol' – development and implementation of standards/protocol for involving other government entities (police, One Point of Contact, etc)

\*Training must be provided by experts in the field and, when appropriate, co-facilitated by housed and houseless trainers

### **2. Biohazard, Graffiti and Trash Documentation**

- Document and report incidences of biohazards, graffiti, trash and other vandalism
- Coordinate remediation with Central Eastside Clean teams
- Recommend environmental design remedies to address high biohazard, graffiti and trash frequency areas

### **3. Data Collection and Reporting**

- Robust data-tracking and reporting system to produce actionable and auditable reports (daily, weekly, monthly, quarterly, yearly)
- Customer Service Specialist to provide consistent communication with businesses including reporting service delivery/resolution and sharing environmental design remedies
- Attend monthly Sidewalk Operations Oversight Committee meetings



## **Attachment B**

### **Central Eastside ESD District Coverage Area**

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

1. Northern Boundary: The south side of I-84 between the Willamette River and east side of SE 12th Avenue;
  2. Southern Boundary: SE Division Place, north side between I-99 and Willamette River; SE Division Street, including the properties on the south side between SE Grand and SE 10th Avenues; both sides between SE 10th and SE 12th Avenues; and SE Hawthorne, including the properties on the south side between SE 10th and SE 11th Avenues, and north side between SE 11th and SE 12th Avenues;
  3. Eastern Boundary: SE 10th Avenue, west side between SE Hawthorne Blvd and SE Division Street; SE 12th Avenue, west side between I-84 and SE Stark Street; including the properties on the east side between SE Stark Street and SE Hawthorn Blvd; I-99, west side between SE Division Place and SE Division Street; and
  4. Western Boundary: Willamette River, between I-84 and north side of SE Division Place.
- B.** The District shall also include the properties immediately on both sides of SE Division Street between SE 10th and SE 12th Avenues and the area within the west side of SE 12th Ave between SE Division Street and SE Ivon Street.
- C.** The District Shall also include the property at 1401 SE Morrison Street.



## Safety Ambassador Incident Protocol

**LEVEL 0:** Safety Ambassadors will approach every person(s) in the CEIC with respect, seek to establish a rapport, listen to understand their situation and express kindness and care. This will apply to houseless people, business owners and employees, CEIC staff, other CEIC vendors.

*This would apply to the following situations:*

*All interactions*

**LEVEL 1:** Safety Ambassadors will approach every person(s) with respect and caution, seek to establish a rapport with them and try to understand what is going on and what their needs might be. Safety Ambassadors will apply de-escalation, mental health crisis response and trauma-informed intervention training in all personal interactions to resolve them.

*This would apply to the following situations:*

*Loitering, Vandalism, Unsanitary Camp, Verbal Interference, Physical Interference, Physical Altercations (minor)*

**LEVEL 2:** If the response to Level 1 interaction is resistance and escalation, Safety Ambassadors will continue to interact with respect and caution while observing everything possible about the situation so they can provide excellent documentation of the situation and act as good witnesses. At the same time, they will extricate themselves from the situation and record all observations as soon as possible at the conclusion of the incident. The resulting report will be available to the CEIC, business or property owners, medical or police, as needed.

In the event that a physical altercation has led to injury, medical assistance (AMR) would be offered and called if the person in need confirms they want help. It is our understanding that mental health resources are not currently able to respond on an on-call basis or they are accompanied by police so our goal would be for Safety Ambassadors to rely on their mental health crisis response and trauma-informed intervention training to interact safely to resolve the situation, observe as much as possible and remain at a safe distance or remove themselves if needed to remain safe.

*This would apply to the following situations:*

*Verbal Interference, Physical Interference, Physical Altercations (minor), Physical Altercations (results in injury)*

**LEVEL 3:** In cases where there is a "live" threat with an actual knife or gun in hand or an immediate threat to safety, such as domestic violence, police will be called. Safety Ambassadors are not trained or equipped to handle these situations on their own.

*This would apply to the following situations:*

*Threat with a Knife, Threat with a Gun, Immediate Threat to Safety*

**NOTE:** while it is impossible to predict every situation that Safety Ambassadors may encounter, this protocol should illustrate that every interaction will be handled as one human being to another, with utmost respect and compassion. The goal is always to talk first so that everyone can hear and understand each other and work towards a positive resolution. Failing that, Safety Ambassadors will advance to Level 2 and 3 measures to ensure Safety For All.

