



**SENT VIA EMAIL**

**AMENDMENT No. 1 to  
Contract No. 300 08 262 (formerly 30008151)  
FOR  
Enhanced Service District Management Services  
for the  
Central Eastside Industrial District Enhanced Service District**

This Amendment No. 1 amends Contract No. 30008262 dated 1<sup>st</sup> day of July, 2022, by and between Central Eastside Together ("Contractor") a domestic nonprofit corporation of the State of Oregon, and the City of Portland, a municipal corporation of the State of Oregon ("City") by and through their duly authorized representatives. This Amendment may refer to Contractor and City individually as a "Party" or collectively as the "Parties."

This Amendment is authorized by City Ordinance No. 190790.

The Effective Date of this Amendment is March 9, 2023. The purpose of this Amendment is to revise the Contract not-to-exceed amount, revise the Party contact, revise Scope and Consideration, revise SECTION 1 DEFINITIONS, revise ORDER OF PRECEDENCE, revise SECTION 3 GENERAL AND ADMINISTRATIVE PROVISIONS, revise Exhibit A, revise Exhibit C, delete Exhibit F in its entirety and delete Exhibit G in its entirety.

The Parties agree to Amend the Contract as follows:

1. The Contract not-to-exceed amount of \$7.74 million is decreased by \$200,000 to a new total not-to-exceed amount of **\$7.54 million**.
2. The Party contacts section is revised as shown in the table below:

<b>City of Portland</b>		<b>Contractor</b>	
Name:	Karl Lisle	Name:	Clare Briglio
Title:	External Partnerships and Programs Manager	Title:	Executive Director
Address :	1120 SW Fifth Avenue Portland, OR 97204	Address :	1028 SE Water Avenue, Suite 255 Portland, OR 97214
Email:	<a href="mailto:Karl.lisle@portlandoregon.gov">Karl.lisle@portlandoregon.gov</a>	Email:	<a href="mailto:clare@ceic.cc">clare@ceic.cc</a>
Copy to:	Procurement Services 1120 SW Fifth Avenue Portland, OR 97204	Copy to:	CET Board of Directors PO Box 14251 Portland, OR 97293

3. The following language within **Scope and Consideration** is revised with new language **BOLD** and underlined and deleted language is in ~~strikethrough~~.
- (a) Contractor shall perform the Services and provide the Goods and Deliverables set forth in Exhibit C - Enhanced Service District Annual Statement of Work. ~~and Exhibit G — Stormwater Facility Maintenance Annual Statement of Work.~~
  - (b) City agrees to pay Contractor a sum not to exceed ~~\$7.74 million~~ **\$7.54 million** for accomplishment of the Contract.
  - (c) Payments shall be made to Contractor according to the terms of this Contract and pursuant to Exhibit A - Projected Five Year Contract Budget; **and** Exhibit B – Enhanced Service District Annual Budget ~~and Exhibit F — Stormwater Facility Maintenance Annual Budget. The Parties will amend Exhibits A, B, and F for subsequent fiscal years in accordance with this Contract, and the amended annual budgets will be administratively adopted by the Parties and will be incorporated as supplements to the relevant exhibits. The Parties will amend Exhibits A and B for subsequent fiscal years in accordance with this Contract, and the amended annual budgets will be administratively adopted by the Parties and will be incorporated as supplements to the relevant exhibits.~~

4. **SECTION 1 DEFINITIONS** section is revised with deleted language indicated with ~~strikethrough~~.

~~"BES" means the Bureau of Environmental Services, a public works Bureau of the City of Portland.~~

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

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

5. **SECTION 2 ORDER OF PRECEDENCE** section is revised with deleted language indicated with ~~strikethrough~~.

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

Choice of Law provisions in these Master Terms and Conditions. In this Contract the order of precedence shall be:

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

6. **SECTION 3 GENERAL AND ADMINISTRATIVE PROVISIONS** section is revised with deleted language indicated with ~~strikethrough~~.

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

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

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

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



This Amendment may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same instrument. The Parties agree that they may execute this Amendment by electronic means, including the use of electronic signatures.

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

**CENTRAL EASTSIDE TOGETHER**

*Clare Briglio* February 28, 2023  
\_\_\_\_\_  
Authorized Signature Date

Clare Briglio, Executive Director  
\_\_\_\_\_  
Printed Name and Title

Address: 1028 SE Water Avenue, Suite 255  
Portland, OR 97214

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

Prepared by Janie Garcilazo

***Sent to Central Eastside Together via email***

Contract Number: 30008262

Amendment Number: 1

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

**CITY OF PORTLAND SIGNATURES**

By: Michael Jordan Digitally signed by Michael Jordan  
Date: 2023.02.28 18:57:40 -08'00' \_\_\_\_\_ Date: \_\_\_\_\_  
 Chief Administrative Officer  
 Office of Management and Finance

Approved:  
 By: NA \_\_\_\_\_ Date: \_\_\_\_\_  
 Office of City Auditor

Approved as to Form:  
 By: Approved as to Form - L Law Digitally signed by Approved as to Form - L Law  
Date: 2023.02.28 14:45:43 -08'00' \_\_\_\_\_ Date: \_\_\_\_\_  
 Office of City Attorney

Approved as to Form:  
 By: NA \_\_\_\_\_ Date: \_\_\_\_\_  
 Office of City Attorney