

**Supplement No. 2 to
Contract No. 30008687
for Enhanced Service District Management Services
Between City of Portland and the Lloyd BID Inc**

**Updated Exhibits A, B and C, respectively,
ESD Annual Budget, Scope of Work, and City Basic
Services for
Period of February 1, 2025 – January 31, 2026**

This Supplement to Contract is authorized by City Ordinance No. 191561.

The Effective Date of this Supplement to the Contract is February 1, 2025. The purpose of this Supplement to Contract is to revise the Contractor's Annual Budget (Exhibit A), Scope of Work (Exhibit B), and the City's Scope of Work (Exhibit C) and replace them in their entirety. Updated Exhibits A, B, and C are attached.

All other terms and conditions of the Contract remain unchanged and in full force and effect.

Issued by: Michael Jordan, Chief Administrative Officer,
City of Portland

Signature:

Michael Jordan

Digitally signed by Michael
Jordan
Date: 2024.12.04 08:31:48 -08'00'

Date:

12/04/2024

Received/Agreed by: Hank Ashforth, Lloyd ESD Chair,
Lloyd ESD

Signature:

Date:

 12/2/24

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**Updated Exhibit A
The Lloyd ENHANCED SERVICES DISTRICT**

**The Lloyd Services Program
Five Year Contract Budget and Annual Budget
February 1, 2024 – January 31, 2029**

For the Contract

**For Enhanced Services District Management Services
Between City of Portland and The Lloyd BID Inc**

1. Projected Five Year Contract Budget: \$3,550,000

Year 1: February 1 2024 – January 31, 2025:
\$669,000

Year 2: February 1, 2025 – January 31,
2026: \$689,000

Year 3: February 1, 2026 – January 31,
2027: \$710,000

Year 4: February 1, 2027 – January 31,
2028: \$731,000

Year 5: February 1, 2028 – January 31,
2029: \$751,000

2. Year 2: February 1, 2025 - January 31, 2026 Annual Budget

The Parties will amend the annual budget for subsequent fiscal years in accordance with this Contract, and the amended annual budget will be administratively adopted by the Parties and will be incorporated as supplement to Exhibit A.

	Lloyd ESD Services Budget
	2025-2026
REVENUES	
Existing Revenue Collected (current rates)	\$550,704
Estimated Assessment Increase: rates adjusted for inflation; caps increase	\$138,296
Total Projected Revenue (via Dept. of Revenue)	\$689,000
EXPENSES	
Existing Programs	
Trash for Peace	\$0
Go Lloyd	\$213,241
Lloyd EcoDistrict	\$145,000
Lloyd Community Association*	\$20,000
Holladay landscape islands	\$17,505
Special projects (<i>miscellaneous initiatives - e.g., banners</i>)	\$26,523
Existing / New Organizational Operations	
Consulting (Existing)	\$7,957

Organizational expenses (Existing)	\$7,002
ESD Administrative support (Existing)	\$14,767
Executive Director (part-time) (New)	\$80,000
Marketing & Communications staff person (New)	\$0
Potential New Programs	
Cleaning & Ambassadors: (2) bike cleaners, (1) graffiti abatement (New)	\$186,682
Right 2 Dream Too rest area operations (50%) (New)	\$15,450
Graffiti Removal Reimbursement Grants to business owners* (New)	\$20,600
Total Expenses	\$734,127
ANNUAL SURPLUS/DEFICIT	
Annual Budget Differential	(\$45,127)



Updated Exhibit B Statement of Work

The Lloyd ENHANCED SERVICES DISTRICT

ANNUAL STATEMENT OF WORK

February 1, 2025 – January 31, 2026

for the Contract

**for Enhanced Services District Management Services
Between City of Portland and The Lloyd BID Inc**

The Lloyd B.I.D., Inc. ("Lloyd") Board of Directors shall oversee the Lloyd Services Program, which performs services requested and funded by property owners and managers within the Lloyd Enhanced Service District ("District"), and agreed to with the City of Portland ("City"). The Executive Director of Lloyd will supervise the Lloyd Services Program. This Annual Statement of Work applies to services during the February 1, 2025 – January 31, 2026, District license year.

As described in further detail below, the Lloyd Services Program operations will consist of:

- The Go Lloyd program;
- The Lloyd EcoDistrict program;
- The Lloyd Community Association program;
- Right 2 Dream Too Funding;
- The Holladay Street Landscaping program; and
- The Cleaning Ambassador program.

The Lloyd Program will provide the following services:

SECTION 1 Enhanced Service Districts Evaluation.

- 1.1 The Lloyd Services Program will be a participant in the City's process to evaluate governance and services within the Enhanced Service Districts, as recommended by the August 2020 audit by the City Auditor, through audit completion, and of the ongoing Enhanced Service District citywide program.

SECTION 2 Go Lloyd Program

- 2.1 Lloyd will provide funding to the Transportation Management Association known as Go Lloyd to support their mission of providing transportation services and promoting alternative transportation and commuting opportunities in the Lloyd neighborhood, such as public transit, walking, and biking.
- 2.2 The funding will be provided for use in the Go Lloyd general fund.
- 2.3 Go Lloyd programs supported include business-to-business outreach and education, individualized trip planning assistance to employees and residents, a transportation store in the Lloyd neighborhood, management of the Lloyd Cycle Station, Universal Transit Pass program administration, a wide variety of educational programs, and numerous community events.
- 2.4 These programs are meant to connect people and places by creating partnerships and transportation solutions via cooperative, business supported programs promoting efficient, balanced transportation systems and land use patterns.

SECTION 3 Lloyd EcoDistrict Program

- 3.1 Lloyd will provide funding to the Lloyd EcoDistrict to support its mission of working with community members in the Lloyd neighborhood to facilitate conversation, resource sharing, and development while engaging with residents, small and large businesses, and partner organizations to foster a more connected place for people to live, work, and play.
- 3.2 The funding will be provided for use in the Lloyd EcoDistrict general fund.
- 3.3 Lloyd EcoDistrict programs supported include providing sustainability and community engagement-based services to Lloyd neighborhood employers and residents, as well as the development and implementation of the Lloyd EcoDistrict Roadmap energy action plan and the Waste Reduction Action Plan.

SECTION 4 Lloyd Community Association Program

- 4.1 Lloyd will provide funding to the Lloyd Community Association to support its mission of promoting and enhancing the Lloyd community as a desirable and livable place where neighborhood stakeholders and visitors can patronize and/or conduct business.
- 4.2 The funding will specifically be used to provide part-time administrative support to the Lloyd Community Association.

SECTION 5 Right 2 Dream Too Funding

- 5.1 Lloyd will provide funding to the nonprofit Right 2 Dream Too rest area to support its mission of providing safe and stable temporary accommodations for houseless individuals in the District for those who cannot access traditional shelters or affordable housing.
- 5.2 The funding will cover a portion of Right 2 Dream Too's yearly operations and will ensure the program continues to serve the houseless community in the Lloyd

SECTION 6 Holladay Street Landscaping Program

- 6.1 Lloyd will coordinate the maintaining of the landscape islands on NE Holladay Street between NE 1st Avenue and NE 13th Avenue in cooperation with the City of Portland (i.e., appropriate bureau responsible for right-of-way maintenance). This will include:
 - 6.1.1 Maintaining and irrigating plantings;
 - 6.1.2 Removal of weeds year-round and dead leaves in the fall;
 - 6.1.3 Bark dusting; and
 - 6.1.4 Litter removal.
- 6.2 The goal of the program is to improve the appearance of the streetscape, making Holladay a more visually appealing and welcoming transportation corridor.

SECTION 7 Cleaning Ambassador Program – General Cleaning

- 7.1 Lloyd will provide a cleaning team to patrol the District and perform general cleaning services, including trash, needles, and discarded furniture from neighborhood streets.
- 7.2 In the performance of their duties, the cleaning team will be equipped with specially outfitted tricycles equipped with cleaning tools. They will also provide trash bags to individuals living in unsanctioned camps within the Lloyd neighborhood and will refer individuals seeking assistance to nearby service providers.
- 7.3 The cleaning team will wear uniforms identifying them as Lloyd workers, and serve as a first point of contact for visitors coming to the neighborhood.
- 7.4 Lloyd is contracting with Ground Score Association to provide these services for the District.

SECTION 8 Cleaning Program – Graffiti Removal

- 8.1 Lloyd will provide graffiti removal services upon the request of property managers within the District and be equipped with a truck and the necessary tools to remove graffiti from walls and sidewalks.
- 8.2 Lloyd is contracting with Ground Score Association to provide these services for the District.

SECTION 9 City & Community Relations

- 9.1 Lloyd will maintain a collaborative working relationship with the City to promote a clean and welcoming environment for all members of the community, along with a healthy and accessible business climate.
- 9.2 Lloyd will proactively maintain strong collaborative relationships with diverse District stakeholders to promote frequent and consistent input into Lloyd's programs by:
 - 9.2.1 Collaborating with the City of Portland Enhanced Service District Coordinator and other City officials to work with Lloyd stakeholders, including BIPOC, houseless, and other historically underserved and marginalized communities, through committees, task forces, and other outreach to ensure consistent input from impacted communities;
 - 9.2.2 Collecting and making public relevant data on the activities and effectiveness of said programs;
 - 9.2.3 Hosting an annual public meeting where the latest data pertaining to said programs is presented and community members are given an

- opportunity to raise concerns and provide feedback;
- 9.2.4 Assisting the City with maintaining consistent input from District stakeholders; and
- 9.2.5 Ensuring that Lloyd meets all of its periodic disclosure requirements to the City.

SECTION 10 Administration, Transparency, and Accountability

10.1 Employment and Retention of Contractors

- 10.1.1 Lloyd shall employ personnel or retain contractors to provide all management and carry out all administrative duties necessary in overseeing the Lloyd Services Program.

10.2 Board of Directors

- 10.2.1 The Lloyd Board of Directors shall be responsible for employing or contracting for personnel necessary to carry out the programs of the District and for making determinations regarding qualifications and experience.
- 10.2.2 The Lloyd Board of Directors shall provide funds for adequate operating facilities necessary to enable required personnel to be efficient and operate in a professional manner.

10.3 Fiduciary Accountability

- 10.3.1 Lloyd shall establish a financial management system that allows the tracking and documentation of all expenses incurred in carrying out the District's programs including:
 - 10.3.1.1 A chart of accounts to provide for the proper financial statement classification of payments made in the performance of the services related to the District's programs.
 - 10.3.1.2 A system of authorizing contracts for subcontracted services that will include the maintenance of invoices and other documents to substantiate the nature of, delivery date, and amount of payments;
 - 10.3.1.3 An internal control system that provides assurance that all other expenditures are properly authorized and have adequate supporting documentation to substantiate the nature of, receipt date, and amount of payments;
 - 10.3.1.4 Personnel records, payroll records, and time reporting information (if applicable) to the extent required by organizational policy for personnel employed herein;
 - 10.3.1.5 Quarterly financial reports that include information about the District's programs including budget versus actual comparisons; and,
 - 10.3.1.6 An annual financial report with audit confirming that all the financial statements fairly represent the revenues and expenses incurred for that year and the financial position of the Lloyd ESD (which included the reporting for the District) for the year then needed.

10.4 ESD Program Support

- 10.4.1 Lloyd agrees to partially fund the City of Portland Enhanced Service District Coordinator position at 1% of the Lloyd ESD's annual operating budget during each City of Portland fiscal year, running from July 1 of a given year through June 30 of the following year, on an ongoing basis.

Based on the Lloyd ESD's year two budget, 1% is approximately \$6,890.00.

10.5 Transparency

10.5.1 Lloyd will provide quarterly financial statements to the City of Portland Enhanced Service District Coordinator.

10.5.1.1 The City of Portland Enhanced Service District Coordinator will be given access to Lloyd financial records and contracts upon request.

10.5.2 Lloyd will provide a quarterly report on its cleaning programs to the City of Portland Enhanced Service District Coordinator.

10.5.3 Lloyd will provide an annual report to the City of Portland Enhanced Service District Coordinator, make the report publicly available, and present the report to City Council at least once per fiscal year. This annual report will include:

10.5.3.1 Financial information such as a statement of financial position, statement of activities, statement of functional expenses, and statement of cash flows;

10.5.3.2 Descriptions of programs, including relevant statistics to aid in highlighting each program's scope and effectiveness;

10.5.3.3 Descriptions of activities related to stakeholder outreach and engagement;

10.5.3.4 List of firms and organizations contracted with and for what purpose; and

10.5.3.5 Information as agreed upon by Lloyd and the City of Portland Enhanced Service District Coordinator.

10.5.4 The Lloyd ESD will hold at least one annual meeting open to all ratepayers with the purpose of educating ratepayers about the Lloyd ESD programs and budget priorities, while providing an opportunity to answer questions and receive feedback.

10.5.5 The Lloyd ESD will post all Board of Director meeting agendas and summary notes on the Lloyd ESD website in a timely manner leading up to, and following each meeting, respectively.

10.6 Accountability

10.6.1 Lloyd Business Improvement District and the City of Portland may submit a concern or complaint about each party's service commitments detailed in their respective scopes of work. Concerns or complaints must be sent, in writing, to the City of Portland Enhanced Service District Coordinator. Upon receipt, the City of Portland Enhanced Service District Coordinator will have fifteen (15) business days to review and formally respond. In the event of a written complaint, both parties agree to work with the City of Portland Enhanced Service Districts Coordinator to reach a joint resolution based on the scopes of work.

10.6.2 Lloyd will follow and comply with the City of Portland Sustainable Procurement Policy.

10.6.3 The City of Portland Enhanced Service District Coordinator will serve as an ex-officio non-voting member of the Lloyd Business Improvement District Board of Directors.

City Basic Services

Enhanced Services District Annual City Basic Services

February 1, 2025 – January 31, 2026

for the Contract

**for Enhanced Service District Management Services
Between City of Portland and The Lloyd BID Inc**

This exhibit outlines notable City basic services within the District. This information is provided only to aid in establishing a mutual understanding of City basic services and to ensure the establishment of enhanced services does not specifically affect the level of basic service within the District. Its inclusion does not negate the City's ability to adjust basic services as needed based upon fiscal year budget availability, resource availability, response to emergency situations, changes to City policy or Code, changes to Oregon law, or other such events. Its inclusion does not imply support by Central Eastside Together for the current level of basic service nor negate their ability to advocate for increased basic services within the District.

Except as otherwise provided in this Contract, and within the limitation imposed by the City Charter and Oregon Law, and subject to annual City fiscal year budget availability, during the February 1, 2025 - January 31, 2026 District license year, the City will strive to maintain public services within the District at the following activity levels:

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SECTION 1 Basic Services

1.1 Bureau of Planning and Sustainability (BPS)

1.1.1 BPS Public Trash Cans

1.1.1.1 Trash can collection occurs 2 days per week.

1.1.2 BPS Public Trash Can Maintenance and Graffiti Removal

1.1.2.1 Graffiti abatement and maintenance such as repairing broken locks, replacing stolen bins, etc. is conducted within 1 week of reporting by the ESD or members of the public via calling, "311." Reporting of graffiti, vandalism, and other issues relating to BPS trash cans can also be done online via this webpage:
www.portland.gov/bps/public-trash-cans/public-trash-can-report.

Trash cans damaged by vandalism may need replacement. ESD may request a trash can be removed if it is beyond acceptable aesthetic condition due to vandalism or age.

1.1.3 Graffiti Abatement on Private Property

1.1.3.1 Graffiti abatement on private property requires an agreement between the City and private property owner and consists of the following options:

1.1.3.1.1 BPS supplying private property owner with graffiti removal supplies, as supply and budget allow. Private property owner must request supplies and can do so via this webpage:

www.portland.gov/bps/graffiti/volunteer

1.1.3.1.2 BPS may offer limited graffiti removal services at no cost or reduced cost to residents, small businesses, and non-profit organizations who meet eligibility requirements. Please review eligibility at this webpage: www.portland.gov/bps/graffiti/about-graffiti. Private property owners must review eligibility and if criterion is met, must then request graffiti abatement services from BPS via this webpage: www.portland.gov/bps/graffiti/request-services.

1.1.3.2 *The City of Portland's Graffiti Program does not guarantee graffiti removal assistance for all circumstances and locations.*

1.2 [Portland Bureau of Transportation \(PBOT\)](#)

1.2.1 Streets and Right-of-Way

1.2.1.1 PBOT will maintain all street resurfacing, signage, signals/signal cabinets, striping, paving crosswalks, bike lanes, light poles, parking meters, and public garages.

1.2.1.2 When notified by ESD, PBOT will provide same day cleanup of large and impactful items such as furniture, vehicle collision debris, etc. obstructing or impeding normal roadway functions. Smaller items deemed less urgent, such as paper products, broken glass, etc. may take up to 1 week to address. Obstruction removal/collection work takes place Monday-Friday between 6:30am and 3:00pm.

1.2.1.3 ESD must call PBOT's 24/7 emergency hotline at 503-823-1700 to report roadway obstructions.

1.2.2 Resurfacing and Paving

1.2.2.1 As needed based on PBOT's Pavement Condition Index (PCI) and as budget allows.

1.2.3 Striping of Right-of-Way

1.2.3.1 Annually as budget allows, and typically performed in Q2 and Q3 of a given year.

1.2.4 Signals and Signal Cabinets

1.2.4.1 Proactive monthly graffiti inspections and abatement are done by contractor (GRS). Additionally, City can request spot locations for removal within 5 days. Graffiti containing sensitive messages (e.g., hateful, racist) is addressed within 1 day. ESD may request spot location removal to support larger events to ensure City assets are in clean and operational order.

1.2.5 Crosswalks

1.2.5.1 To be maintained such that they are functional and safe.

1.2.6 Light Poles

1.2.6.1 Proactive monthly graffiti inspections and abatement are done by contractor (GRS). Additionally, City can request spot locations for removal within 5 days. Graffiti containing sensitive messages (e.g., hateful, racist) is addressed within 1 day.

1.2.7 Street Signs, Regulatory Signs, Parking Signs (excluding Smart Park Signs), and other Guide Signs

- 1.2.7.1 Proactive graffiti inspections and abatement are done quarterly as needed, and as staffing levels permit. ESD may request spot location removal to support larger events to ensure City assets are in clean and operational order. Spot requests should be directed to 311.

1.2.8 Parking Meters

- 1.2.8.1 Proactive graffiti inspections and abatement are done as needed, with preventative maintenance performed annually. Battery maintenance is done as needed and before 9am when necessary.

1.2.9 Bike Lanes

- 1.2.9.1 To be maintained such that they are functional and safe.

1.2.10 Street Sweeping

- 1.2.10.1 To occur on arterial and collector streets only, and at a minimum of 3 to 4 times annually. Work is typically performed overnight.

1.2.11 PBOT will strive to coordinate street sweeping with ESD to maximize their resources.

1.2.12 Parking Enforcement

- 1.2.12.1 Parking Enforcement patrols to occur daily.

1.2.13 Junk Auto and RV Removal

- 1.2.13.1 For unoccupied or abandoned RVs and vehicles, removal occurs within approximately 10 days of reporting.
- 1.2.13.2 For occupied RVs and vehicles, houseless camp removal is done as part of the Street Service Coordination Center. Priority is based on many factors – size, trash, criminal activity, Safe Route to School, ADA access, etc. Furthermore, there is no set timeline for removal.

1.3 Portland Parks and Recreation (PPR)

1.3.1 Litter Pick Up

- 1.3.1.1 To occur daily at all Parks and Rec assets.

1.3.2 Trash Receptacle Changing

- 1.3.2.1 To occur daily at all Parks and Rec assets.

1.3.3 Graffiti Abatement

- 1.3.3.1 Land Stewardship staff are responsible for identifying major graffiti and submitting work orders to PRMS and as part of regular daily clean and care activities. Land Stewardship will remove small and simple instances of graffiti during daily cleaning. Land Stewardship will notify RACC or GRS when specialized graffiti removal is needed on art pieces and historic amenities.

1.3.4 Irrigation Repair and Landscape Maintenance

- 1.3.4.1 Mainline repairs, backflow inspection, testing and repairs are done on demand, generally between May and November.

1.3.5 Mowing and Landscaping Maintenance

- 1.3.5.1 To occur weekly between March and November.

1.3.6 Fall Leaf Removal

- 1.3.6.1 To occur as needed during 6-week leaf season.

1.3.7 Planter Maintenance

- 1.3.7.1 Planters are serviced 2x/week for watering needs, trash, and biohazard removal, pruning, and any needed plant replacement.

1.3.8 Fountain Maintenance

1.3.8.1 Non-Interactive Fountains

1.3.8.1.1 Holladay

- 1.3.8.1.1.1 Inspections are done 7x/weekly when in operation from spring through early fall. All fountains are winterized to prepare for cold weather.

1.3.9 Park Rangers

1.3.9.1 Park Patrols

1.3.9.1.1 Regular patrols within district parks

- 1.3.9.1.1.1 The level of service provided by Portland Park Rangers is assigned and adjusted by Park Security Manager for each shift and patrol district based on such factors as the number of calls for service within each patrol district, the calls for service, time of day, day of week, geographical factors, and other factors.

- 1.3.9.1.2 When Rangers are available, they will respond to reports of Park rule violations and issue park ejections, warnings, exclusions, and/or citations for violation of City Code Title 20. Within staffing constraints, the Parks Security Program will collaborate with the ESD Public Safety Program and law enforcement partners to provide Ranger presence and enforcement of Title 20 Park rule violations during organized events or programming with a footprint within Parks and Recreation property bounds.

- 1.3.9.2 *There is a labor agreement in place that would conflict with any other security personnel patrolling within Parks' property bounds.*

1.3.10 All aforementioned Park Ranger work applies to the following parks within this ESD: Holladay Park.

1.4 Portland Water Bureau (PWB)

1.4.1 Benson Bubblers Cleaning and Maintenance

- 1.4.1.1 To occur once every two weeks.

1.5 Portland Streetcar

1.5.1 Trash Can Collection at Portland Streetcar Stations

- 1.5.1.1 To occur 2x's weekly with priority response to hazards (e.g., needles biohazards and scattered trash).
- 1.5.1.2 *Portland Streetcar confirms there is no City Labor Conflict relating to ESD contractor cleaning overlap at Portland Streetcar stations.*

1.5.2 General Cleaning of Litter, Benches, and Ticket Machines at Portland Streetcar Stations

- 1.5.2.1 Inspections are done weekly.
- 1.5.2.2 Power washing is done as needed and only to address large messes (e.g., messes that are not easily picked up)
- 1.5.2.3 *Portland Streetcar confirms there is no City Labor Conflict relating to ESD contractor cleaning overlap at Portland Streetcar stations.*

1.5.3 Graffiti Removal at Portland Streetcar Stations

- 1.5.3.1 Inspections are done weekly with most instances of graffiti addressed the same day as reported with immediate response to hate-graffiti.

1.5.4 Replacement of Shelter Glass at Portland Streetcar Stations

- 1.5.4.1 Repairs are generally performed within 30 days of being reported.

1.5.4.2 Shelters seeing repeated vandalism may have extended repair times.

1.6 Portland Police Bureau (PPB)

1.6.1 Public Safety

1.6.1.1 The level of service provided by the Portland Police Bureau is assigned and adjusted by the North Precinct command staff for each shift and patrol district based on such factors as the number of calls for service within each police patrol district, the priority calls for service, time of day, day of week, geographical factors, and other factors.

1.7 Impact Reduction Program (Office of Management and Finance – OMF)

1.7.1 Assessment of Campsites

1.7.1.1 To occur within 8 days of reporting.

1.7.2 Dispatch Cleaning Team

1.7.2.1 To occur within 8 days of reporting.

1.7.3 Removal of High-Risk Sites

1.7.3.1 To occur within 6 weeks of reporting.

1.7.4 Collaboration with ESD Teams

1.7.4.1 To occur as needed and/or upon request by ESD.

1.8 Bureau of Environmental Services

1.8.1 Green Street Maintenance

1.8.1.1 Green streets = planters and swales in the right-of-way. There are almost 18 green streets within the Lloyd ESD boundaries. Condition assessment inspections include observations of vegetation, soil, and structural components with numeric ratings. Typical regular maintenance includes clearing inlets, removing sediment, trash, biohazards, and debris, removing weeds, trimming plants, and pruning trees. Major maintenance could include soil rehabilitation/amendment and replanting. This work is to occur as needed and typically 3 to 4 times per year.

1.8.2 Water Quality Facility Maintenance

1.8.2.1 Water quality facilities (WQFs) = vegetated stormwater facilities located on a tax lot (i.e., **parcel-based** WQF). Site inspections typically occur winter and **summer**. Typical regular maintenance includes clearing inlets, removing sediment, trash, biohazards, and debris, removing **weeds**, trimming grass, and pruning trees and shrubs. Major maintenance could include soil rehabilitation/amendment and replanting. This work is to occur as needed and typically 2 to 3 times per year.

SECTION 2 **Reporting and Disputes of Service**

2.1 The City will provide to Lloyd ESD quarterly reports documenting the services provided under and in accordance with this Exhibit C on a schedule to be agreed upon between the Lloyd ESD and the City.

2.2 The Lloyd ESD and the City of Portland may submit a concern or complaint about each party's service commitments detailed in their respective scopes of work.

2.2.1 Concerns or complaints must be sent, in writing, to the City of Portland Enhanced Service District Coordinator.

2.2.2 Upon receipt, the City of Portland Enhanced Service District Coordinator will have fifteen

(15) business days to review and formally respond.

2.2.3 In the event of a written complaint, both parties agree to work with the City of Portland Enhanced Service District Coordinator to reach a joint resolution based on the scopes of work.

2.3 The City may change the levels of services required by this exhibit in in the event of unusual fiscal or other emergency conditions. The City Council has the sole discretion to make the determination whether such conditions exist. In the event the City wishes or intends to make such a change, then the City will refer the proposed changes as expeditiously as is reasonable to the Lloyd ESD for its review and comment. If the City makes such a change, the Lloyd ESD has the right to change or adjust services it provides under this Contract as appropriate to respond to the City changes, so that a coherent and rational set of services is provided within the District. Such changes will be accomplished through an amended Lloyd ESD Annual Statement of Work (Exhibit B to the Contract), to be submitted to the City for review, comment, and approval.

