

**AGREEMENT FOR
DOWNTOWN CLEAN AND SAFE DISTRICT
MANAGEMENT SERVICES**

184758

This Agreement for Downtown Clean & Safe District Management Services (Agreement) is between the City of Portland, Oregon (City) and Clean & Safe, Inc. ("Clean & Safe"). This Agreement is effective from August 1, 2011, to July 31, 2016.

RECITALS:

1. Pursuant to Chapter 6.06 of the City Code, the City has established a property management license fee (License Fee) within the Downtown Business District, commonly known as the Downtown Clean & Safe District (District). The purpose of the License Fee is to provide revenues to fund supplemental cleaning, security, business development, public policy, housing, and marketing and communications services within the District.
2. Clean & Safe is a Oregon non-profit 501(c)(3) corporation formed by the District license fee payers who are representative of a large number of business property owners and managers in the District. Clean & Safe representatives make up the non-public membership of a City-formed public-private partnership that recommended to the City the continuation of the License Fee. The City Council implemented this recommendation when it extended the District and the License fee for 10 in Ordinance No. 175729, and again by Resolution No.36857 on April 20, 2011. Clean & Safe representatives have also recommended to the City the nature and level of services to be funded by the License fee.
3. Clean & Safe has provided District management services to the District since 1994. The services are part of a unique and coordinated personal services program that Clean & Safe has developed and provided, and there is no other potential provider of the services with the experience, expertise, and capability of Clean & Safe and with Clean & Safe's status as representative of license fee payers. It therefore is appropriate for the City to contract with Clean & Safe for the provision of the services; and Clean & Safe is willing to contract to provide the services.

AGREEMENT:

A. Definition of "Services".

As used herein, unless the context requires otherwise, "services" or "District services" means:

1. Cleaning services, such as cleaning of sidewalks; graffiti removal; weed control; pressure washing of sidewalks and restrooms; responding to citizen requests for emergency or needed clean-ups; trash and leaf removal; and clean-up of drug and sexual activity paraphernalia.
2. Security services, such as:
 - a. Providing both armed and unarmed patrol officers in distinctive uniforms who will report observed and reported criminal, disruptive, or offensive conduct to the appropriate public agencies or personnel, and, as a last resort, respond to dangerous or life-threatening emergencies. If armed, the officers will be licensed under Oregon

Department of Public Safety Standards and Training (DPSST) requirements or their equivalents as both armed and unarmed security. Unarmed security will be licensed under DPSST as unarmed.

- b. Providing funding for the City for a mutually agreed upon number of sworn Portland Police Officers to focus on specific problems that are more serious than simple disorderly conduct; and to support patrol officers, in particular when events exceed their capabilities.
 - c. Providing funding and personnel assistance to the Westside Neighborhood District Attorney office and the Westside Community Court to assist in ensuring that crimes committed in the Downtown area can be prosecuted and deterred.
3. Marketing and communication services, such as promotion of the Clean & Safe identity of the area within the District, promotion of activities within the District, and communication with District businesses and residents regarding the activities of the District.
 4. Marketing services, such as:
 - a. Business development services, such as efforts to recruit and retain quality office and retail business downtown; working with local government to ensure that public projects and programs are coordinated with the needs and activities of downtown businesses and residents; coordination of cooperative retail promotions; and marketing research.
 - b. Providing sidewalk ambassadors (also known as guides) within the District dressed in distinctive clothing who will function as walking information kiosks for citizens and visitors regarding civic and public events; work to maintain a pleasant atmosphere on Downtown streets; report disruptive or criminal activity to appropriate public personnel or agencies; distribute brochures and promotional materials about Downtown attractions and offerings; and, as a last resort, respond to life-threatening emergencies.
 5. Public policy services, such as analysis and representation regarding matters of general concern to the overall health of downtown businesses and the downtown residential community.
 6. Housing services, such as promoting development of downtown housing to create a downtown residential community; assisting the downtown residential community to work with the downtown business community on issues of mutual interest; and assisting the downtown residential community in resolving public policy issues that affect the quality and enjoyment of downtown living.
 7. District administration services, such as letting and administering subcontracts for District services, preparing budgets for services, undertaking any other tasks that are necessary to carry out the District services.

Notwithstanding any other provisions of this Agreement, "services" and "District services" includes only services for which public funds may be spent under Oregon law.

B. Clean & Safe Obligations.

Clean & Safe's obligations hereunder are as follows:

1. Provide Services. Manage and provide all District services for each District license year.
2. Budget. Clean & Safe will provide to the City for review, comment, and approval a proposed summary of District services and line item budget by service type (Work Scope and Budget) for each District license year, to be provided on or before the September 1 preceding the beginning of each District license year, for services provided under section A of this Agreement. The Work Scope and Budget attached hereto as Exhibit A is deemed the approved Work Scope and Budget for the District license year commencing October 1, 2011, for services provided under section A of this Agreement. In any license year, Clean & Safe may transfer amounts among budget categories in order to perform the approved Work Scope, except that Clean & Safe cannot transfer amounts so as to increase the budgeted amount for District administration services by more than \$15,000 during any license year without the prior written approval of the Office of Management & Finance's Business Operations Manager. Clean & Safe is responsible for providing District services under this Agreement only to the extent that the City provides funding to Clean & Safe that covers the cost to Clean & Safe of the services.
3. Audit. Obtain and provide to the City an independent financial audit of Clean & Safe's use of the District funds during the preceding license year on or before the January 10 following the completion of the license year.
4. Subcontracts. Let and administer subcontracts for the provisions of District services. Clean & Safe will follow written competitive bidding procedures adopted by Clean & Safe unless Clean & Safe has documented that it is necessary or desirable to award a subcontract on a negotiated basis in order to assure the provisions of adequate services at the most advantageous cost. Clean & Safe will provide a copy of all subcontracts for District services to the City Attorney for review and approval for compliance with section B(10) of this Agreement. In the copies provided by Clean & Safe, Clean & Safe may redact trade secrets information as defined by ORS 192.501(2) that is not relevant to the City Attorney's review of the subcontract as to form. This does not prevent the City or its authorized representatives, when conducting an audit under section C(1)(b) of this Agreement, from examining the original subcontracts at the Clean & Safe office.
5. Bond. Provide and maintain a fidelity bond in a form approved by the City Attorney in the amount of \$100,000 guaranteeing the full and faithful performance of all employees or agents of Clean & Safe with the responsibility for handling District funds.
6. Indemnification. Hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from Clean & Safe's work or the work of any Clean & Safe subcontractor under this Agreement.
7. Liability Insurance.
 - a. Maintain public liability and property damage insurance that protects Clean & Safe, and the City and its officers, agents, and employees from any and all claims, demand, actions, and suits for damage to property or personal injury, including death, arising from Clean & Safe's work under this Agreement. The insurance must provide coverage of not less than \$200,000 for personal injury to each person; \$50,000 for property damage to each person; and \$500,000 for each occurrence; or a single limit policy of not less than \$500,000 covering all claims per occurrence. The limits of the

insurance are subject to statutory changes as to the maximum limits of liability imposed on municipalities of the State of Oregon during the term of the Agreement. The insurance are without prejudice to coverage otherwise existing and must name as additional insureds the City and its officers, agents, and employees. Notwithstanding the additional insureds the insurance must protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein will operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance must provide that it cannot terminate or be cancelled without thirty (30) days written notice first being given to the City Auditor. Clean & Safe must maintain continuous uninterrupted coverage for the duration of the Agreement. If the insurance is cancelled or terminated prior to completion of the Agreement, Clean & Safe agrees to provide a new policy with the same terms. The insurance must include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by Clean & Safe.

- b. Maintain on file with the City Auditor a certificate of insurance certifying the coverage required under subsection 7(a) above. The adequacy of the insurance is subject to the approval of the City Attorney. Failure to maintain liability insurance is cause for the immediate termination of this Agreement by the City.
8. Workers' Compensation. Provide and maintain continuous workers' compensation insurance coverage throughout the term of this Agreement for all of its employees either as a carrier-insured employer or as a self-insured employer, if legally required by ORS Chapter 656. Clean & Safe must complete the Independent Contractor/Workers' Compensation Insurance Questionnaire, which is attached hereto and by this reference made a part hereof. If legally required to have workers' compensation insurance, Clean & Safe must provide a certificate of insurance, or a copy thereof, to the City Auditor prior to this Agreement becoming effective. The adequacy of the insurance is subject to the approval of the City Attorney.
 9. Independent Contractor Status. Provide services under this Agreement as an independent contractor and be responsible for any federal, state, and local taxes and fees applicable to Clean & Safe. Clean & Safe employees and its subcontractors and their employees are not City employees and are not be eligible for any benefits provided through the City including without limitation social security, health, workers' compensation, unemployment compensation, and retirement benefits.
 10. Subcontract requirements.
 - a. All subcontracts must require that the subcontractors maintain public health liability and property damage insurance that protects the subcontractor, Clean & Safe, and the City and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from the subcontractor's work under the subcontract. The insurance must provide coverage of not less than \$200,000 for personal injury to each person; \$50,000 for property damage to each person; and \$500,000 for each occurrence; or a single limit policy of not less than \$500,000 covering all claims per occurrence. The limits of the insurance are subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the contract. The

insurance are without prejudice to coverage otherwise existing and must name as additional insureds the City and its officers, agents, and employees. Notwithstanding the name of additional insureds, the insurance must protect each insured in the same manner as though a separate policy has been issued to each, but nothing herein will operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance must provide that the insurance cannot terminate or be cancelled without thirty (30) days written notice first being given to the City Auditor.

- b. Each subcontract must require the subcontractor to maintain continuous uninterrupted coverage for the duration of the subcontract. The subcontract must require the subcontractor to provide a new policy with the same terms, if the insurance is cancelled or terminated prior to the completion of the subcontract.
 - c. The subcontractor insurance required hereunder must include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the subcontractor.
 - d. All subcontracts must require the subcontractors to provide and maintain workers' compensation insurance, if legally required. Subcontractors must complete the Independent Contractor/Workers' Compensation Insurance Questionnaire, which is attached hereto and by this reference made part hereof. If a subcontractor is legally required to have workers' compensation insurance, the subcontractor must provide to Clean & Safe and the City Auditor certificates of insurance, or copies thereof, as provided in subsection 8 of this section.
 - e. All subcontracts must require subcontractors to maintain compliance with Chapter 3.100 of the City Code.
 - f. All subcontracts entered into by Clean & Safe must require the subcontractors to comply with the City's Fair Wage Policy established by City Ordinance No. 174839 as amended and renewed from time to time, to the extent that policy is applicable to work performed under the subcontract. For purposes of this subsection, the approval given under that policy in the January 14, 1997 memorandum from the Commissioner of Public Utilities to the City Auditor, entitled "Clean and Safe District Cleaning Crew Compensation" is deemed applicable to any work covered by the memorandum and performed under this Agreement unless and until such time as the commissioner in charge has revoked the approval.
11. EEO Certification. Maintain compliance with Chapter 3.100 of the City Code pertaining to equal employment opportunity.
12. Records. Maintain records on a current basis to document the expenditure of funds and the performance of services in accordance with this Agreement. Clean & Safe must retain these records for three (3) years from the date of completion or termination of this Agreement. The City or its authorized representative has the authority, during normal business hours and on reasonable notice, from time to time to inspect, audit, and copy any records of Clean & Safe regarding the expenditures of funds and performance of services under this Agreement.

13. Fair Wage Policy. Maintain compliance with the City's Fair Wage Policy established by City Ordinance No. 174839 as amended and renewed from time to time, to the extent that policy is applicable to work performed under this Agreement. For purposes of this subsection, the approval given under that policy in the January 14, 1997 memorandum from the Commissioner of Public Utilities to the City Auditor, entitled "Clean and Safe District Cleaning Crew Compensation" is deemed applicable to any work covered by the memorandum and performed under this Agreement unless and until such time as the commissioner in charge has revoked the approval.
14. Public Contracts. Clean & Safe must observe all applicable state laws pertaining to public contracts. ORS Chapter 279 requires every public contract to contain certain provisions. Pursuant to ORS Chapter 279, the provisions set out in Exhibit C hereto are part of this Agreement.

C. City Obligations.

The City's obligations hereunder are as follows:

1. Budget and Audit.
 - a. Review, comment on, and approve as appropriate, on or before the beginning of each District license year, the proposed Work Scope and Budget provided by Clean & Safe under section B(2) for services provided under section A of this Agreement. Monitor the use by Clean & Safe of District funds through review of the audit provided by Clean & Safe under section B(3) for each license year and through such other reviews as the City deems appropriate.
 - b. If it chooses, whether directly or through a designated representative, conduct financial and performance audits of the uses of funds and services specified in this Agreement, at any time during the term of the Agreement. This audit right expires at the conclusion of the three (3) year period described in section B(12). Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office. If any audit determines that payments to Clean & Safe were in excess of the costs of District services being provided under this Agreement, then Clean & Safe must repay the amount of the excess to the City, with the amount of any repayment to be used to provide District services.
2. Maintenance of Services. Except as otherwise provided in this subsection, and within the limitation imposed by the City Charter and Oregon Law, during each District license year, the City will strive to maintain public services within the District at activity levels such that the activity levels are within 10 percent of the following levels and at funding levels such that the funding levels are within 10 percent of the funding levels for City fiscal year 2010-2011, adjusted in proportion to changes in the CPI-W for Portland-Salem since January 2011. In the event of a conflict or inconsistency between activity levels and funding levels, activity levels will receive primary consideration.
 - a. Street Maintenance. The following services are provided by the Bureau/Organization as listed below either via contract or in house personnel:

Bureau of Maintenance: Provide street cleaning services in the district at least four (4) nights per week including sweeping and flushing. Hose flushing on the transit mall and light rail sidewalks for 130 days per year. Scrubbing services on the transit mall.

and light rail sidewalks for 130 days per year. Empty trash receptacles along the transit mall 6 days per week and empty other trash receptacles in the district an average of 4 days per week.

Bureau of Transportation: Provide at least existing staffing levels as of FY 2010-2011 for construction mitigation, contingent on continued funding source levels.

- b. Police. The number of District Patrol Officers in the Police Bureau and the percentage of officers available to Central Precinct based on percentage of priority 1 and 2 calls for service dispatched from the Bureau of Emergency Communications ("BOEC"). The classification of calls, whether as priority 1, 2, 3, or 4, is determined by policies and procedure manuals at BOEC. The command staff for Central Precinct assigns and adjusts staffing levels for each shift and patrol district based on such factors as the number of calls for service within each police patrol district, the priority of calls for service, time of day, day of week, geographical factors, and other factors.

All officers respond first to priority 1 and 2 calls within the District and City-wide. In addition, the Bureau of Police will strive to respond to requests for assistance from any Clean & Safe or Clean & Safe subcontractor employees providing security services pursuant to this Agreement.

Currently, there are five patrol districts totally or partially within the District that are covered 7 days a week. Under certain operational conditions, these five districts may be split into smaller units. These officers will be deployed in standard marked patrol vehicles, on bicycles, on horse, or on foot.

The Tri-Met Transit Division will provide additional bike and foot patrols on the transit malls and routes in the District. The Mounted Patrol Unit will provide additional horse mounted officers in the District.

Central Precinct will inform Clean & Safe in a timely manner of any changes to the current staffing model for the District.

- c. Crime Prevention. One full-time equivalent crime prevention staff assigned to the Portland central business district.
- d. Parks. The level of park maintenance and security services and parks grass cutting provided by the City as of October 1, 2011 to all City parks property within the District; the City fiscal year 2010-2011 level of funding for Pioneer Courthouse Square; and the level of transit mall flower pot maintenance provided by the City as of October 1, 2011.
- e. Public Garage Facilities. The level of public garage facilities maintenance and security provided by the City as of October 1, 2011 to all public buildings and facilities, except for sidewalk cleaning.
- f. Drinking and Decorative Fountains. The level of operation and maintenance of drinking and decorative fountains provided by the City as of October 1, 2011.

- g. Business Development. One full-time equivalent position dedicated to Central City business development and assistance, working in close coordination with Clean & Safe or its subcontractor.

The City may change the levels of services required by this section more than 10 percent 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 Clean & Safe for its review and comment. If the City makes such a change, Clean & Safe has the right to change or adjust services it provides under this Agreement as appropriate to respond to the City changes, so that a coherent and rational set of services is provided within the District. The adjustments will be accomplished through an amended Work Scope and Budget, to be submitted to the City for review, comment and approval.

3. Compensation to Clean & Safe. Pay to Clean & Safe all net License Fee revenues, provided that the City first has approved the Work Scope and Budget for services provided under C(1) of this Agreement. The City will make payment to Clean & Safe of such net License Fee revenues as soon following the close of each City accounting period (of which there are 12 during the City fiscal year) as the amount thereof received during the accounting period has been determined, and the City may make advance payments during any accounting period if the City's Manager of the Revenue Bureau determines that sufficient funds have been received to make advance payments.

Notwithstanding the aforementioned, the City will retain a continuing balance of \$10,000 for payments or refunds due to District License Fee payers following appeals under Portland City Code section 6.06.100, to be paid to Clean & Safe during the last license year covered by this Agreement. Amounts needed to replenish the \$10,000 balance following payments of refunds to District License Fee payers following appeals will be retained from "seasonal lighting" revenues as defined in City Code Section 6.06.216(A) and from those License Fee revenues that are not "seasonal lighting" revenues in proportion to the relative amounts of those revenues. (For example, if the "seasonal lighting" revenues are \$500,000 and the revenues that are not "seasonal lighting" revenues are \$3,000,000 in a license year, and if there is a need for a \$3,500 replenishment, \$500 will be retained from the "seasonal lighting" revenues and \$3,000 will be retained from revenues that are not "seasonal lighting" revenues.) As used in this Agreement, "net License Fee revenues" means all License Fees, penalties, and interest, and any interest earned thereon, less the Bureau's costs of administration under section F(7) of this Agreement, and less the continuing balance retained for payments or refunds due to District License Fee payers as provided in this section.

D. Challenges to Downtown Business Management License Fee.

The parties acknowledge that there may be uncertainties regarding the District License Fee due to potential challenges to it under certain provisions of law, and that it is necessary to minimize any financial risk to the City from such challenges. To minimize this risk, in the event of a challenge asserting that the License Fee is invalid or otherwise unenforceable or subject to limitation, then the following provisions apply:

1. The City may suspend its payments to Clean & Safe hereunder pending negotiation of amendments hereto that will assure the City's financial risk is minimized and, if the

outcome of the challenge is unfavorable, the City may apply any net License Fee revenues held by the City to such repayments to License Fee payers as are appropriate.

2. Clean & Safe will defend the City and the City's officers, agents, and employees against any challenge alleging that the License Fee is invalid or otherwise unenforceable or subject to limitation (including the payment of all attorney fees and costs), and will hold harmless and indemnify the City and the City's officers, agents, and employees from any monetary claims, damages, refund obligations, or other payments they must make arising out of such a challenge. Clean & Safe will consult and cooperate with the City in conducting a defense of the License Fee, and the City will cooperate in their conduct of the defense. Notwithstanding any other provision of this Agreement, Clean & Safe may use any net License Fee revenues Clean & Safe receives under section C(3) of this Agreement to satisfy the hold harmless, defense, and indemnification obligations established by this section or by section B(6) before using the funds to provide other services under this Agreement.
3. As an alternative to City suspension of payments under subsection D(1) above, Clean & Safe may propose and the City in its discretion may approve Clean & Safe providing a letter of credit, guaranty or other comparable instrument serving to protect the City against any risk of financial exposure due to the invalidity of, unenforceability of, or limitations on the License Fee.

E. License Fee Revenues from License Years prior to 2011-12.

1. It is the intention of Clean & Safe and the City that there is continuity of services in the transition from the services provided in license years prior to 2011-12 to the services to be provided in license year 2011-12 and thereafter. It also is their intention that any funds presently held by the City arising out of District revenues from license years prior to 2011-12, to the extent they are not otherwise provided for in prior management services agreements, be used for services within the District under this Agreement, and that District revenues received in the future by the City attributable to license years preceding the 2011-12 license fee year also be used for services within the District under this Agreement. To accomplish this intention, the City will pay any such revenues to Clean & Safe in accordance with the provisions of section C(3) of this Agreement. In addition, it also is the intention of Clean & Safe and the City that any funds presently held by Clean & Safe arising out of District revenues from license years prior to 2011-12, to the extent they have not been spent to provide services under prior management services agreements, also be used for services with the District under this Agreement.
2. All funds received or presently held by Clean & Safe pursuant to subsection E(1) of this section will be used to provide services within or for the District. To the extent that Clean & Safe receives such funds, Clean & Safe must account for the use of those funds in the audits provided for in section B(3) of this Agreement.

F. Administration of License Fee.

The City Revenue Bureau (Bureau) will administer the license fee calculations, billing, collections, database and appeals. The City reserves the right, at its option, to subcontract out for any or all of these administrative functions. Clean & Safe will provide assistance in these administrative functions as follows:

1. Overall Program Management. The Bureau will administer the license fee program in accordance with City Code 6.06 and with a view toward the continued goodwill of Downtown property managers towards the Downtown Clean & Safe District and the City.

Clean & Safe, in providing assistance to the Bureau, will practice good customer service in relation to license fee payers. Clean & Safe will also respect and protect the Bureau's authority to make final determinations regarding collections, appeals, and questions of compliance with City Code Chapter 6.06.
2. Materials Development. The Bureau, working with Clean & Safe, will develop, maintain, and, if requested by Clean & Safe, have printed a handbook for the Property Management License Fee program and an information sheet for those wishing to appeal fee calculations or installment assessments. If Clean & Safe does not request that the Bureau have printed the handbook and information sheet, then Clean & Safe is responsible for printing the handbook and information sheet.
3. Receiving Payments. The Bureau will receive all License Fee payments and enter them to the License Fee fund maintained by the City.
4. Appeals. The Bureau has sole authority to decide appeals, consistent with the provisions of City Code Chapter 6.06, but it will consult with Clean & Safe regarding appeals. If the Bureau provides Clean & Safe with a copy of an appeal but does not receive comments from Clean & Safe within 7 days of the Bureau's providing the copy, the Bureau is deemed to have fulfilled its consultation responsibilities under this subsection. Clean & Safe will provide timely responses to Bureau requests for information needed to decide appeals and for comments on appeals.
5. Collections and Collection Litigation Costs.
 - a. Collections. Clean & Safe will monitor payments and encourage Downtown business property managers to make license fee payments in a timely manner. However, the Bureau is responsible for actual collections and has sole authority to waive penalties and/or other finance charges.
 - b. Collection Litigation Costs. City costs related to District License Fee collection litigation will be billed separately to Clean & Safe and will be payable and deducted from the next disbursement of funds to Clean & Safe, provided that the amount so billed, payable, and deducted in relation to any particular collection case may not exceed the amount collected as a result of that case; further provided that "City costs" as used in this sentence means City costs and disbursements as defined in ORCP 68(A)(2), City attorney fees as defined in ORCP 68(A)(1) with the cost of City Attorney's Office staff based on actual hourly costs of Office staff, and the cost of Revenue Bureau staff time based on actual hourly costs of Bureau staff, all without the addition of an overhead charge; and further provided that the City, at the written request of Clean & Safe, will provide written documentation of any amount so billed, payable, and deducted.
6. Service Problems. The Bureau will notify Clean & Safe, as soon as is reasonably possible by telephone, fax, electronic mail, or otherwise, whenever the Bureau receives

comments that are about Clean & Safe District Services. Clean & Safe must attempt to resolve all service-related problems.

7. Bureau's Administration Costs.

- a. The City will provide collection services to Clean & Safe for a fee of 1.25% of the total District License Fee billings, including any voluntary payments made in lieu of the license fee under Chapter 6.06. Both parties agree that Clean & Safe is not entitled to any civil penalties collected under Chapter 6.06, and the City will not include them in any disbursements to Clean & Safe. The City will deduct its fees from the License Fees collected. The deduction will coincide with each of the two annual disbursement cycles.
 - b. Both Clean & Safe and the City acknowledge that setting the collection services as 1.25% is at a level below the Revenue Bureau actual cost of providing collection services to Clean & Safe. The difference between the Bureau's actual costs of providing collection services and the recovery of such costs under the 1.25% mechanism as provided under subsection 7(a) above will be addressed through a technical adjustment in the budget for the Bureau.
 - c. The 1.25% collection services fee under subsection 7(a) will be charged against "seasonal lighting" revenues as defined in City Code Section 6.06.216(A) and against those License Fee revenues that are not "seasonal lighting" revenues in proportion to the relative amounts of those revenues. (For example, if the billings for "seasonal lighting" revenues are \$500,000 and the billings for revenues that are not "seasonal lighting" revenues are \$3,000,000 in a license year, then \$5,000 of the collections services fee will be charged against the "seasonal lighting" revenues and \$30,000 will be charged against revenues that are not "seasonal lighting" revenues.)
 - d. The Bureau will develop a new database for the Clean & Safe District to be housed and maintained by the Bureau. One time development costs of \$20,000 will be charged to reimburse the Bureau for its development costs. This reimbursement will be deducted from disbursement of funds to Clean & Safe in two equal installments to coincide with the two annual installments cycles for fiscal year 2011-2012.
8. Bureau's Other Costs. Other costs for work provided by the Revenue Bureau to Clean & Safe not directly related to collection services outlined in subsections 5(b) and 7 above, such as printing of a Downtown District booklet and information sheet for those wishing to appeal fee amounts, will be agreed upon in advance by the Bureau and Clean & Safe, it will be billed to Clean & Safe separately and will be payable and deducted from the next Bureau disbursement of funds to Clean & Safe.

G. Term and Termination.

1. Term.

- a. The original term of this Agreement is from October 1, 2011 through September 30, 2016. Clean & Safe may recommend to the City Council extension of the termination date in order to allow Clean & Safe expenditure of remaining District funds for District services in the event all District funds are not received and spent by September 30, 2016.
- b. The City and Clean & Safe may renew this Agreement for an additional five (5) year term, commencing on the expiration of the original term. In order to exercise this

option, Clean & Safe may not at any time during the term of this Agreement have been or be in material default of this Agreement. If Clean & Safe at any time during the term of this Agreement materially defaulted in its performance of any of the terms and conditions of this Agreement, and if Clean & Safe did not cure the default within 30 days' written notice from the City, then this option is void. Should Clean & Safe elect to renew the term of this Agreement for an additional five (5) year term, it must give the City written notice of such election at least six (6) months prior to the expiration of the original term. Within thirty (30) days of receipt of Clean & Safe's written notice of election to renew, the City will contact Clean & Safe and arrange for a suitable time and place to negotiate changes in the terms and conditions of the Agreement for the renewal term. Any negotiated changes in the terms and conditions of the Agreement must be in writing, and subject to approval by the City Council by ordinance and by the Clean & Safe Board of Directors. If neither party requests any changes in the terms and conditions of the Agreement, and if both otherwise wish to have the Agreement extended, then it will be extended on the same terms and conditions as found in the original Agreement.

2. Termination. The City or Clean & Safe may terminate this Agreement effective on delivery to the other party of 30 days prior written notice of termination. Following termination, Clean & Safe as expeditiously as is reasonably possible must terminate its services hereunder, pay all obligations and costs of administration incurred hereunder, and return all remaining license fee funds to the City.

H. Assignment.

This Agreement may not be assigned without the prior written consent of the both parties.

I. Amendments.

The parties may amend this Agreement, including Exhibit A (Work Scope and Budget), at any time, but only by written amendment executed by the City and Clean & Safe.

J. Representatives of Parties.

The City Project Manager is the Director of the Office of Management and Finance or such other person as will be designated in writing by the Director. The Clean & Safe Project Manager is the President of Clean & Safe or such other person as is designated in writing by the President. The Project Managers are authorized to give notices, terminate this Agreement, and take any other actions referred to herein on behalf of their respective parties, except as otherwise specifically provided herein.

K. Seasonal Decorative Lighting System Services.

1. Provision of Seasonal Decorative Lighting System Services. In addition to other services Clean & Safe is to provide under this Agreement, Clean & Safe, in cooperation with the City as set out in subsection 7 of this section, will provide seasonal decorative lighting system services for specified areas within the District. The seasonal decorative light system services will consist of the design, acquisition, construction, installation, operation and maintenance of a seasonal decorative lighting system within portions of the District.
2. Lighting Work Scope and Budget. The Lighting Work Scope and Budget attached hereto as Exhibit B is deemed the approved Lighting Work Scope and Budget for the District

license year commencing October 1, 2011, for seasonal decorative lighting system services that are provided under this section. Clean & Safe may transfer amounts among budget categories within the Lighting Budget in order to perform the approved Lighting Work Scope. Clean & Safe may not, however, transfer any amount from budget categories in the Exhibit B Lighting Work Scope and Budget to the annual Work Scope and Budget for services provided under section A of this Agreement. In addition, Clean & Safe from time to time may propose other changes to the Exhibit B "Lighting Work Scope and Budget" that it deems appropriate. The City Project Manager will review and approve, as he/she deems appropriate, revisions proposed by Clean & Safe to the Exhibit B "Lighting Work Scope and Budget." Each revised Exhibit B when provided to and approved by the City Project Manager will become the then effective approved Light Work Scope and Budget for the District license year.

3. Payments of Net "Seasonal Lighting" Revenues. The City's payment to Clean & Safe of net "seasonal lighting" revenues as defined in City Code Section 6.06.216(A) will be separately identified when funds are disbursed, but can be included in the same payment with other net License Fee revenues.
4. Clean & Safe Handling of and Accounting for Net "Seasonal Lighting" Revenues.
 - a. Clean & Safe Handling of Funds. Clean & Safe must maintain a separate bank account (Clean & Safe Lighting Account) into which it will deposit net "seasonal lighting" revenues paid to it by the City. Clean & Safe will use the Clean & Safe Lighting Account solely for the receipt of those funds and for the payment of expenses provided for in the Lighting Work Scope and Budget.
 - b. Clean & Safe Accounting for Funds. Clean & Safe must maintain its accounting system in a manner such that it accounts for the receipt of and expenditures from net "seasonal lighting" revenues separately from its accounting for receipt of and expenditures from funds that are not net "seasonal lighting" revenues.
5. Nature of City Payment Obligation. The net "seasonal lighting" revenue payments to Clean & Safe by the City will occur on the same accounting period basis as other management fee payments through the license year. No one of the "seasonal lighting" payments will equal the total annual cost of the seasonal decorative lighting system project, and from time to time the portion of the annual cost paid by Clean & Safe will exceed the amount of the "seasonal lighting" revenue payments received to date by Clean & Safe. However, the sum of the "seasonal lighting" revenue payments during the license year is anticipated to be adequate to cover the projected annual cost of the project for that license year. In recognition of the temporary shortfalls that may occur during the course of the license year and Clean & Safe's being responsible for covering those shortfalls pending receipt of future "seasonal lighting" revenues payments for that license year, the City's obligation to make payments to Clean & Safe under this section for the District license year survives any termination of this Agreement, to the extent necessary to cover any such shortfalls related to the timing of the lighting revenue payments. In addition Clean & Safe may pledge the net "seasonal lighting" revenues it receives for the District license year to the extent necessary for it to cover any such shortfalls related to the timing of the "seasonal lighting" revenue payments, without further consent of the City. Clean & Safe must, however, give the City written notice of any such pledge.
6. Ownership of Seasonal Decorative Lighting System. The City is the owner of the portion of the seasonal decorative lighting system from the source of electricity to and

including any extension cords and the electric plugs into which the light strands will be plugged, and Clean & Safe is the owner of the light strands, any extension cords connecting light strands to each other, and the decorative lights. At all times, Clean & Safe is responsible for applying for and obtaining all permits necessary for placing, maintaining and removing the seasonal decorative street lighting system, together with any extension cords, electric plugs and other related components of the system, in and from any street trees, as such permits are required under Portland City Code Chapter 20.40.

7. Ongoing Maintenance Work and Clean & Safe Operation. Unless otherwise agreed by the City Street Lighting Division and Clean & Safe, the City will maintain the portion of the seasonal decorative street lighting system installed by the City (from the source of the electricity to and including any extension cords and the electric plugs into which the light strands are plugged); and Clean & Safe will maintain the portion of the system installed by Clean & Safe, including but not limited to providing any needed replacements of light strands, extension cords connecting light strands to each other and decorative lights. Clean & Safe will operate the seasonal decorative street lighting system. Clean & Safe's operating responsibilities include, but are not limited to, paying for the cost of electricity used to operate the seasonal decorative street lighting system, through a direct arrangement made by Clean & Safe for payment of electricity.

CITY OF PORTLAND

DATE:


By: Mayor Sam Adams

CLEAN & SAFE, INC.

DATE:

By: President

Approved as to form:



City Attorney

2011-2012 DOWNTOWN PORTLAND
BUSINESS DISTRICT
SCOPE OF WORK

Agreement for Clean & Safe Management Services
Between City of Portland and
Clean & Safe, Inc.

The Clean & Safe, Inc Board of Directors shall oversee the Downtown Services Program, which performs services requested and funded by the property owners within the Downtown Business District (the "District") under the auspices of the City of Portland (City). The President of Clean & Safe shall provide immediate supervision for the Downtown Services Program. Downtown Services Program operations shall consist of the Downtown Clean and Safe Program (security, community justice, janitorial and Sidewalk Ambassadors); the Downtown Retail Development Program (retail retention and recruitment, market research, promotions, communications, and holiday lighting); and the Downtown Economic Development Program (business and economic development, and urban renewal). The Downtown Services Program shall also perform government relations policy analysis and assistance and carry out all administrative duties necessary in overseeing Clean & Safe services provided in the district.

The Clean & Safe Program shall provide the following in carrying out the District services:

I. Downtown Clean and Safe – Security Program

A. Patrol Officers. Patrol Officers shall patrol the areas within the District to achieve the following:

1. Provide a presence of authority on the street, sidewalks and other public areas within the District by walking foot beats and performing bicycle patrols to observe, report and prevent street disorder;
2. In partnership with the Portland Police Bureau, engage in problem solving to reduce the fear of crime and prevent street disorder;
3. Apply community policing and crime prevention strategies to identify stakeholders and focus efforts to reduce street disorder;
4. Prepare and distribute public safety communications among businesses and organizations in the District; and
5. Provide information and wayfinding services to downtown users.

B. In performance of their duties, Patrol Officers shall:

1. Provide a presence of authority on the areas within the District by conducting bicycle patrols and walking beats assigned by the Shift Supervisor based on reported and known trouble spots;
2. Attempt to stop criminal conduct and street disorder wherever possible;
3. Report criminal activities to the Portland Police Bureau, avoiding participation in arrests or criminal investigations except in an emergency;
4. Engage in problem-solving and community policing strategies;
5. Maintain a daily log and file incident reports;
6. Be armed, uniformed and radio-equipped to communicate with Shift Supervisors, Portland Police Officers and other service agencies; and
7. Maintain communications with businesses and organizations in the District.

C. The Patrol Officers shall be under the direction of the following personnel:

1. Shift Supervisors. The Shift Supervisors shall be:

- a. Assigned day-to-day responsibilities for the Patrol Officers on duty;
- b. Responsible for scheduling, performance reports, continuing in-service training, crew and program evaluation, and disciplinary action;
- c. Armed, appropriately uniformed and radio equipped to allow contact with the Portland Police Bureau Clean and Safe Officers through the District communications center, as well as having access to a vehicle to facilitate quick response times for calls for service;
- d. Full-time with salary based on a 40-hour week.

2. Chief Operating Officer. The Chief Operating Officer shall:

- a. Supervise the Shift Supervisors;

- b. Provide shift relief to the Shift Supervisors as necessary; and
 - c. Attend planning meetings with District personnel and other downtown stakeholders.
- D. Portland Police Bureau Clean and Safe Officers. The Portland Police Bureau Clean and Safe Officers shall provide a presence of authority within the District by:
- 1. Working bicycle patrols focused on reported and known trouble spots;
 - 2. Working with and assisting District Patrol Officers to address public safety problems; and
 - 3. Engaging in problem solving and community policing activities to enhance District crime prevention services.
 - 4. The Portland Police Bureau Officers shall be armed, uniformed and radio-equipped to communicate with Shift Supervisors, District Patrol Officers and other service agencies and work 40 hours per week.
 - 5. Supervision of the Portland Police Patrol Clean and Safe Officers will be coordinated between the District security contractor Shift Supervisors and a Portland Police Bureau Sergeant designated by the Central Precinct Commander. Overall command of the Portland Police Patrol Clean & Safe Officers will always remain with the Portland Police Bureau.
- E. All Shift Supervisors and Patrol Officers shall wear appropriate uniforms with the Clean & Safe insignia and maintain a neat and clean appearance.
- F. Facilities for the Shift Supervisors, Patrol Officers and Portland Police Bureau Clean and Safe Officers shall be provided by the security contractor, including lockers and dressing space, conference room, storage space, and office space.
- G. A staff person shall be on duty during the day and evening shift to monitor the central dispatch, handle filing activities, input incidents and activity data, answer questions and route information to and from the public.
- H. Shift Supervisors shall also maintain direct contact with the District's Janitorial Supervisor to ensure the coordination of security and cleaning efforts.
- I. Patrol Officers and Shift Supervisors shall be courteous and professional and conduct their duties in an appropriate manner so as to generate a positive image to the public.

J. Operations of the security program shall generally be carried out as follows:

1. Day and evening (swing) work shifts should be scheduled Monday through Friday as follows:

- a. Day shift shall include a Shift Supervisor and approximately six (6) Patrol Officers staggered in six (6) to eight (8) hour shifts beginning at 7:00 am and ending at 3:00 pm; and
- b. Swing shift shall include a Shift Supervisor and approximately eight (8) Patrol Officers staggered in six (6) to eight (8) hour shifts from 3:00 pm to 11:00 pm.

2. Day and evening (swing) shifts shall be scheduled on Saturday and Sunday as follows:

- a. Day shift shall include a Shift Supervisor and approximately five (5) Patrol Officers staggered in six (6) to eight (8) hour shifts beginning at 7:00am and ending at 3:00pm;
- b. Swing shift shall include a Shift Supervisor and approximately four (4) Patrol Officers staggered in six (6) to eight (8) hour shifts from 3:00 pm to 11:00 pm.

3. Three (3) contracted Portland Police Bureau Clean and Safe Officers and a fourth officer provided at no cost by the Portland Police Bureau shall work four - ten (10) hour staggered shifts, Monday through Friday, with coverage from 7:00am to 11:00pm; and

4. Patrol routes shall be configured for more frequent coverage in areas of high pedestrian activity with varied deployment strategies during the two shifts or on selected days to reflect changes in pedestrian traffic and special events.

K. Sidewalk Ambassadors will be utilized as the front line of the Downtown Clean and Safe Program. There will be four (4.0) full-time and three (3) part-time seasonal Ambassadors who, in addition to providing information and wayfinding services, shall:

1. Serve as the eyes and ears for all District community policing efforts and be equipped with radio communications equipment so they can immediately arrange for dispatch of security and/or maintenance personnel when needed;
2. Focus on hospitality and promotion of downtown offerings to enhance

3. Function as walking information kiosks for those working, living and visiting downtown;
 4. Maintain accurate statistics and locate any business in the district for visitors, residents and the downtown workforce;
 5. Wear uniforms and insignias to identify them with the Clean & Safe program, maintain a neat and clean appearance and conduct their duties in an orderly manner with a high degree of courtesy and politeness so as to be pleasing to the public;
 6. Man at least one (1) information kiosk strategically located at varied locations within the District; and
 7. Work staggered shifts from 10:00am to 6:00pm, Tuesday through Saturday.
- L. Administrative support shall be provided to the Downtown District Attorney to assist in the provisions of community prosecution services benefiting citizens and residents within the District.
- M. To improve the effectiveness of community court sanctions that are intended to enhance the areas within the boundaries of the District, support shall be provided to the Westside Community Court, including the following staffing:
1. Court Placement Coordinator, to coordinate and administer court mandates for community service and social service and provide timely conformance reports to the Court; and
 2. Crew Leader, to coordinate and supervise performance of Alternative Community Service sanctions imposed by the Westside Community Court judge as part of sentencing.
 3. In addition, the Court Placement Coordinator and Crew Leader shall coordinate, conduct, and supervise the Theft Accountability Class for indigent shoplifting defendants, including curriculum development, volunteer training, maintenance of appropriate records and court testimony.

II. Downtown Clean and Safe - Janitorial Program

A. Janitorial Workers. Janitorial Workers shall patrol the areas within the District to perform the following general cleaning services:

1. Sweeping;
2. Stain removal and pressure washing of all District blocks unless otherwise covered by alternative contracted cleaning services (e.g. light rail/bus mall sidewalks); and
3. Debris removal from sidewalks, tree wells, flowerpots and other areas.
4. General cleaning services, carried out at regular intervals by the Janitorial Workers based on the requirements of individual areas within the District in an effort to maintain a consistent cleanliness. The general hours for Janitorial Worker cleaning services shall be from 6:30am to 2:30pm Monday through Sunday and each shift shall consist of approximately ten (10) Janitorial Workers and the Manager, who shall be available either on-site or on-call and be equipped for communication with the Supervisor.

B. Special Projects Crew. The Special Projects Crew shall:

1. Perform special cleaning jobs such as graffiti removal, pressure washing sidewalks, and other concentrated cleaning assignments;
2. Work eight (8) hour shifts, five (5) days a week with staggered starting times. The general hours for Special Projects Crew cleaning services will be from 6:00am to 2:30pm and 9:30pm to 6:00am Monday through Sunday, and each shift shall consist of four (4) Special Projects Crew Members and the Manager, who shall be available either on-site or on-call;
3. Be equipped for communication with the Manager and Supervisor; and
4. Be equipped with a truck, pressure washer, detergents, brooms, brushes, ladders, tools, squeegees, buckets and other appropriate tools.

C. The Janitorial Workers and Special Projects Crew shall be under the direction of the following personnel:

1. Manager. The Manager shall be:

- a. Assigned day-to-day responsibilities for the workers on duty;
- b. Responsible for scheduling, performance reports, continuing in-service training, crew and program evaluation, and disciplinary action;
- c. Appropriately dressed and communications equipped to allow contact at all times with the workers, as well as having access to a vehicle to facilitate quick response times for calls for service;
- d. Full-time with a salary based on a 40-hour week.

2. Supervisor. The Supervisor shall:

- a. Supervise the Manager;
- b. Attend planning meetings with District personnel and other downtown stakeholders.
- c. Full-time with a salary based on a 40-hour week.

D. The program shall be directed towards primarily hiring from the formerly homeless population within the district.

E. Facilities for the janitorial staff shall be provided by the janitorial contractor, including a meeting and briefing room, locker room, restroom, and office space for supervisory personnel.

F. All Janitorial Workers and Special Projects Crew Members shall wear uniforms and insignias to identify them with the Clean & Safe program, maintain a neat and clean appearance and conduct their duties in an orderly manner with a high degree of courtesy and politeness so as to be pleasing to the public.

III. Downtown Retail Development Program: General Business Assistance, Recruitment and Retention

- A. The Downtown Retail Development Program will continue to develop and implement strategies to foster the vitality of downtown Portland by encouraging the retention and expansion of existing businesses with special emphasis on retail and restaurant businesses; attracting new businesses to locate within the District to enhance downtown's business mix and economic base; conducting promotions to drive shopping traffic to downtown; administering the holiday lighting program; and providing financial and tactical support to the Downtown Marketing Initiative and Downtown Retail Advocate.

B. The Downtown Retail Development Program work plan for the District will include:

1. Work with the Downtown Retail Council, City of Portland, the Portland Development Commission, the Downtown Retail Advocate, the Downtown Marketing Initiative and other partners to implement the action items encouraging retail development, retention and recruitment as outlined in the Downtown Retail Strategy Update;
2. On-going, regular analysis of existing office and retail data to continue programs for identifying opportunities for business recruitment, expansion and retention;
3. Regular contact with the brokerage community to identify opportunities to assist in business recruitment and retention efforts.
4. Problem resolution and technical assistance for office and retail tenants.

C. The Downtown Retail Development Program shall coordinate office and retail business development services activities. These activities may include:

1. Protecting the downtown retail climate, while promoting the proper mix of local retailers and high-end profile national chains and department stores;
2. Downtown retail strategy plan implementation;
3. Preparation of regular and on-going updates regarding office and retail business development activities and their status related to the Work Plan for presentation to the Downtown Retail Council and Clean & Safe Board of Directors;
4. Broker and property owner/manager roundtables as needed in coordination with PDC and the Downtown Retail Advocate;
5. Assisting the Downtown Retail Advocate and the brokerage community in downtown retail recruitment efforts through such national programs as the International Council of Shopping Centers Annual Conference.
6. Coordination with other District service areas as necessary and appropriate to support business development needs, particularly in the area of crime prevention and public policy/advocacy.

D. The Downtown Retail Development Program shall market downtown residential offerings and promote balanced development of housing within the

1. Working with government agencies to create incentives and remove barriers to the development of downtown housing.
 2. Meeting with downtown stakeholders to discuss housing priorities.
- E. The Downtown Retail Development Program shall coordinate sponsorships, cross-promotions, negotiated media placement, cooperative marketing efforts and other budget leveraging activities with the Downtown Marketing Initiative to both extend and compliment the expenditure of District funds for marketing retail and downtown vitality.
- F. The Downtown Retail Development Program shall perform communications functions for the District utilizing electronic and print collateral media designed to generate awareness of the Downtown Services Program and increase utilization of those services.
- G. The Downtown Retail Development Program shall administer all phases of the Holiday Lighting program, which attracts visitors downtown during the holiday season, stimulates downtown business activity and enhances the overall cleanliness and safety of downtown Portland. The program shall run from November 15 through March 1.

IV. Downtown Economic Development Program

- A. The Downtown Economic Development Program will continue to develop and implement strategies to foster the vitality of downtown Portland by participating in task forces and committees that advocate for economic development for central city retail, office and housing development (such as Stakeholder Advisory Committees of the Portland Development Commission, neighborhood advocacy committees, and the Old Town/Chinatown Business Committee) as well as staffing of the Central City Committee and related task forces;
- B. The Downtown Economic Development Program work plan for the District will include:
1. Conducting research to develop an understanding of the center city market and drive economic development, marketing and retail efforts;
 2. Working with governmental entities to overcome identified obstacles to business development;
 3. Enhancing the market for downtown housing; and

4. Identifying business climate issues and performing program advocacy to mitigate these issues and promote a positive business environment.

C. The Downtown Economic Development Program shall coordinate office and retail business development services activities. These activities may include:

1. Conducting an annual census and survey of downtown businesses to determine their expansion, contraction, or relocation plans and to identify factors considered obstacles or enhancements to conducting business downtown;
2. Conducting research of the Central City parking inventory, hotel density, housing density and property descriptions for use by investors, developers, and prospective residents;
3. Perform bi-annual pedestrian counts at key downtown intersections to determine foot traffic patterns and assist the brokerage community with locating appropriate street-level retail opportunities for their clients; and
4. Preparing the annual Development-Redevelopment Report chronicling construction activities within the I-5/I-405 loop.

V. Government Relations

A. The Downtown Services Program will plan and implement policy/advocacy services to advance the policy goals of the District to assure a clean, safe and active pedestrian environment and healthy business climate.

B. The Downtown Services Program will coordinate District policy and advocacy activities. This may include:

1. Renewal of the Agreement for Downtown Clean and Safe District Management Services, set to expire September 30, 2011.
2. Analyzing public policy initiatives by the City of Portland, Multnomah County, Metro, the state, and federal governments (e.g. Sidewalk Use Ordinance, homeless day shelters and storage, public restrooms, etc.) regarding their impact on the District and making recommendations on how to address these initiatives;
3. Developing and coordinating the implementation of organizational positions on significant government initiatives that impact the District;
4. Maintaining regular contact with elected officials to discuss issues and concerns related to District policy issues; and

5. Preparation of regular and on-going updates regarding policy initiatives and status related to the District for presentation to the Clean & Safe Board.
6. Working with downtown stakeholders on issues related to downtown development through committees and task forces as well as communications with City staff and elected/appointed officials.

VI. Administration

- A. Personnel shall be employed or contractors retained to provide all management and carry out all administrative duties necessary in overseeing the District services set forth herein.
- B. The Clean & Safe Board shall be responsible for employing or contracting for personnel necessary to carry out the District services, for making determinations regarding qualifications and experience, and for training all such personnel.
- C. The Clean & Safe Board shall provide funds for adequate operating facilities including telephones, printing, and delivery services, necessary to enable the personnel required to be efficient and to operate in a professional manner.
- D. A financial management system shall be established which allows the tracking and documentation of all expenses incurred in carrying out the District services including:
 1. A chart of accounts to provide for the proper financial statement classification of payments made in the performance of the above services;
 2. A system of authorizing contracts for subcontracted services which shall include the maintenance of invoices and other documents to substantiate the nature of, delivery date, and date and amount of payments;
 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 date and amount of payments;
 4. Personnel records, payroll records and time reporting information to the extent required by organizational policy for personnel employed herein;
 5. Monthly financial reports which include information about the District

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 Clean & Safe (which includes the reporting for the District) for the year then ended.

Income Statement - 2012 Budget, 2011 Budget & Forecast, 2010 Actual

184758

For Year Ending 6/30/2012

CLEAN & SAFE, INC

	2012 Budget	2011 Budget	2011 Projection	2010 Actual
HOLIDAY LIGHTS				
Holiday Lights Revenue:				
Contract Income	485,600	479,800	485,606	478,822
Interest Income	300	3,600	800	3,757
Total Holiday Lights Revenue	485,900	483,400	486,406	482,579
Holiday Lights Expenses:				
Sal/Tax/Ben - Downtown Services	41,856	69,268	45,990	68,887
Direct Expenses	400,000	352,500	477,982	404,718
Operating Expenses - From Alliance	6,665	12,428	6,586	12,957
Processing Fee -1.25%	6,070	4,798	4,856	4,857
Bad Debt Expense	2,400	2,400	2,400	4,786
Total Holiday Lights Expenses	456,991	441,394	537,814	496,205
Increase (Decrease) in Net Assets (Hol Lghts)	28,909	42,006	-51,408	-13,626
CLEAN & SAFE DISTRICT				
C&S Revenue:				
Contract Income - C&S Fees	4,059,120	4,014,500	4,059,121	3,949,515
Advertising	10,700	11,000	11,000	10,600
Contributions - GSA	5,000	30,000	0	21,412
Interest Income	3,600	18,000	4,000	29,699
Total C&S Revenue	4,078,420	4,073,500	4,074,121	4,011,226
C&S Personnel Expenses:				
Sal/Tax/Ben - Government Relations	182,140	175,371	184,629	181,330
Sal/Tax/Ben - Downtown Services	630,441	636,608	628,833	676,048
Sal/Tax/Ben - Ambassadors	194,726	166,727	152,773	165,361
Sal/Tax/Ben - Communications	138,227	141,633	142,348	151,625
Sal/Tax/Ben - Membership	9,970	31,986	32,150	27,797
Total C&S Personnel Expenses	1,155,504	1,152,325	1,140,733	1,202,161
C&S Direct Expenses:				
Direct Expenses - Government Relations	0		0	700
Direct Expenses - Maintenance	612,996	612,228	586,725	505,344
Direct Expenses - Security	1,723,200	1,568,556	1,592,824	1,462,661
Direct Expense - Services Coordination Team	1,500	4,800	1,543	2,484
Direct Expense - Mall	57,288	54,000	55,620	54,000
Direct Expenses - Mktg/Retail/Cent City	94,844	132,400	128,282	86,617
Direct Expenses - Comm Court	6,000	12,000	6,763	13,648
Direct Expenses - Building Inspection				91,666
Administration Fee	50,000	50,000	50,000	50,000
Total C&S Direct Expenses	2,545,828	2,433,984	2,421,757	2,267,120
C&S Operating Expenses:				
Operating Expenses - From Alliance	217,377	233,011	243,874	260,611
Processing Fee -1.25%	70,740	30,109	40,240	29,942
Bad Debt Expense	24,000	24,000	24,000	44,245
Depreciation Expense	5,439	9,516	7,753	9,523
Total C&S Operating Expenses	317,556	296,636	315,867	344,321
Total C&S Expenses	4,018,888	3,882,945	3,878,357	3,813,602
Increase (Decrease) in Net Assets (C&S)	59,532	190,555	195,764	197,624
Combined Increase (Decrease) in Net Assets	88,441	232,561	144,356	183,998

EXHIBIT B**HOLIDAY LIGHTING
CLEAN & SAFE DISTRICT
PROJECT SCOPE/BOUNDARIES****I. Project Scope**

1. Number of trees to be lighted as part of the project: Approximately 725 trees of various species, ages and sizes:
2. Approximately 1/3 small, immature trees (dispersed, but primarily in the Pioneer Place mall area)
3. Approximately 1/3 medium-sized trees (dispersed, but primarily along the bus mall)
4. Approximately 1/3 large and mature trees (dispersed, but primarily along the light-rail line).
5. Number of blocks with trees to be lighted as part of the Project: Approximately sixty-three (63).
6. Minimum number of lighting strands per tree: To be recommended by the Company to meet budgetary, aesthetic and environmental requirements as part of this RFP.

II. District Map (see next page)

EXHIBIT B (continued)

MAP OF HOLIDAY LIGHTING PROJECT AREA

