

CONTRACT NO. _____

**AGREEMENT BETWEEN THE CITY OF PORTLAND AND
THE PORTLAND BUSINESS ALLIANCE**

The City of Portland (Portland), acting by and through the Police Bureau (PPB), and the Portland Business Alliance (PBA) enter into this agreement (Agreement), for the purpose of providing police services to PBA in support of the Clean and Safe Program.

RECITALS

1. SERVICE LEVEL. On an annual basis the parties will agree upon the level of police service including personnel, equipment, and related support, provided to PBA. PPB officers will remain employees of the City of Portland and shall not be considered employees or agents of PBA. For the purposes of this agreement, officers assigned to PBA shall be referred to as assigned to the PBA Clean and Safe Program.
2. ASSIGNMENTS.
 - a. Deployment. The parties recognize that PBA and PPB have legitimate interests in the management and deployment of police officers assigned to PBA. The parties shall work together to insure that the allocation and deployment of police personnel assigned to PBA is effective and efficient. It is not the intent of this agreement to supplant normally assigned PPB officers with contracted officers to patrol the Clean and Safe District.
 - b. Daily Operation. Supervision of the PPB officers assigned to the Clean and Safe program will be provided by the Clean and Safe security contractor and a PPB Sergeant designated by the Commander of Central Precinct. The PBA

Director of Clean and Safe will have periodic access to the PPB Officers so the officers may provide input to the overall Clean and Safe Program.

c. Policies and Procedures and Training. All officers assigned to the PBA Clean and Safe Program will remain subject to the policies and procedures and training requirements of the Portland Police Bureau.

d. Selection and Assignment. Selection and assignment of officers to PBA will be determined jointly by command personnel of the PPB's Central Precinct, PBA, and the Clean and Safe security contractor. The best effort will be made to select the most qualified available officer making application for assignment to PBA and the Clean and Safe program. The Clean and Safe contract officers will not supplant PPB officers normally assigned to this area.

3. REIMBURSEMENT OF COSTS.

a. Costs. The salaries, insurance, retirement, overtime and other benefits shall be paid by the City of Portland to each officer serving at the PBA Clean and Safe Program. Portland shall bill PBA for the salaries, retirement, appropriate overtime, and health benefits quarterly. Overtime incurred because of late calls and court will be paid for by Central Precinct and not billed to PBA. Any directed patrol or PBA special event overtime will be billed to PBA. PBA agrees to pay for the cost of sick time (see limits section 8, paragraph b), vacation time, and required training time. Portland agrees to pay for the cost of uniforms, bicycles, related bicycle equipment (helmets, etc.), and all other normal equipment. PBA agrees to compensate Portland within 30 days after receiving the bill.

b. Amount. Prior to this Agreement being signed this year and prior to

April 1st of each year of this Agreement, the Commander of Central Precinct and the PBA Director of Clean and Safe shall agree to an Annual Budget including costs and compensation to be paid by PBA to Portland under this Agreement. If the parties cannot agree on such compensation by June 1st, either party may elect to terminate this Agreement.

c. Changes to Policies and Procedures. If there are changes in PPB Policies and Procedures that increase or modify the agreed upon Annual Budget, such cost increases shall be the responsibility of the party that made the change.

4. COLLECTIVE BARGAINING AGREEMENT. Police officers acting under this Agreement are subject to PPB collective bargaining agreements.

5. PRIORITY OF SERVICES. The parties will adhere to the priority of services as set forth in Exhibit A, which is incorporated by this reference.

6. TERM. The term of this Agreement shall commence July 1, 2012 and shall continue through June 30, 2017. ~~Thereafter, at the option of Council, this Agreement may be renewed for an additional term of five (5) years upon agreement of all the parties.~~

*amended
6/6/12*

7. TERMINATION. This Agreement may be terminated as follows:

a. Any party may terminate this Agreement by giving the other party 30 days written notice of its intention to terminate.

b. If PBA is unable to appropriate sufficient funds to pay Portland for the services under this Agreement, PBA shall notify Portland and the Agreement shall terminate as of the end of the last fiscal year for which such appropriations are available. PBA will reimburse Portland for costs incurred for services rendered to PBA, but may choose not to sign a contract for the next year period.

8. INSURANCE. Portland shall be responsible for providing workers compensation, as

required by law, and liability insurance coverage through self-insurance or by commercial general liability insurance. In the event of officer injuries or illness with a duration of over 30 days, the PPB officer will be replaced by another officer selected by terms outlined in this Agreement.

9. INDEMNIFICATION. Subject to the limits of the Oregon Constitution, Article XI, Section 9, and the Oregon Tort Claims Act, Portland shall defend, save, and hold harmless PBA, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Portland, its agents or employees under this Agreement. PBA shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of PBA, its agents or employees under this Agreement.
10. ADHERENCE TO LAW. Each party shall comply with all federal, state, and local laws and ordinances applicable to this Agreement.
11. INTEGRATION. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.
12. SEVERABILITY. The Parties agree that if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.
13. NOTICES. Any notices, bills, invoices, or reports required by this Agreement shall be sent by the parties in United States Mail, first class postage paid, or personally delivered to the addressed below:

ATTN: Assistant Chief of Operations
Portland Police Bureau
1111 SW Second Avenue

ATTN: Director of Clean and Safe
Portland Business Alliance
200 SW Market St., Suite 1770

