

Entertainment Zone Evaluation

Central Precinct Commander Robert Day





This report examines calls for service and criminal offenses inside and adjacent to the downtown Entertainment Zone. It includes calls occurring from 10 pm Friday until 3 am Sunday for weekends (excluding New Years) in January, February and March for 2012 and 2013. It includes calls occurring at the intersections of the streets which bound the zone (i.e. W. Burnside at 2nd, 3rd and 4th and NW 2nd and 4th at W. Burnside, NW Couch, NW Davis and NW Everett).

Police Calls for Service continued

A closer examination reveals that the vast majority of the increase in calls was the result of self-initiated activity (e.g. traffic stops, pedestrian stops or officers identify potential issues and intervening before it becomes necessary for a citizen to call 9-1-1).

Self Initiated and Dispatched Calls			
YEAR	Dispatched	Self-Initiated	Total
2012	27	181	208
2013	29	347	376

The types of calls officers responded to were very similar. In both 2012 and 2013 subject stops, traffic stops and priority disturbances were among the most common call types. The most noticeable difference is that officers engaged in over 100 more person contacts in 2013 than in 2012. This may be the result of officers working pro-actively in the area.

Most Common Call Types	2012	2013
Person Contact	53	159
Traffic Stop	43	54
Disturbance (Priority)	33	37

Interviews with officers working in the Entertainment Zone attribute this increase in self-initiated activity to the better visibility and access afforded them by closed streets. One officer described how she could position herself in the middle of the street, see the entire area and intervene more quickly before volatile situations got out of control. Officers also reported taking fewer calls regarding crimes and felt they were better able to exert control over the area by their mere presence (being highly visible and active as opposed to driving through the area or being lost in a crowded sidewalk).

Offenses and Criminal Cases



*This value includes the total offense which may be greater than the number of cases. Cases may have more than one offense. For instance the same case can include a disorderly conduct and a trespass.

**This value is the number of Criminal cases and measures the actual number of unique criminal incidents.

This reduction in the types of offenses was also consistent with officer claims of that they were more able to positively influence the behavior of individuals in the zone. The Entertainment Zone saw a reduction in Aggravated and Simple Assaults, Disorderly Conduct Offenses, Larcenies, and Vandalisms. The area saw increases in crimes such as Trespass and Driving under the Influence of Intoxicants (which are often related to self-initiated activity).

Selected Criminal Offenses in the Entertainment Zone

Offense Type	2011	2012	2013
Aggravated Assaults	3	5	0
Drugs	1	3	2
Simple Assaults	11	17	10
DUII (Alc & Drugs)	3	3	4
Disorderly Conduct	21	19	15
Larceny	14	22	8
Curfew	0	0	1
Forgery	2	0	1
Littering	1	0	0
Liquor	1	1	2
MV Theft	3	2	0
Robbery	0	0	1
Sex Offenses	1	0	0
Trespass	0	0	4
Unspecified	0	0	4
Vandalism	8	5	3
Weapons	0	0	1
Offenses*	69	77	56
Criminal Cases**	67	71	47

*This value includes the total offense which may be greater than the number of cases. Cases may have more than one offense. For instances, a case may include Disorderly Conduct and Trespass.

**This value is the number of Criminal cases and measures the actual number of unique criminal incidents.



Conclusion

The Entertainment Zone saw a 27% decrease in offenses and a 33% reduction in criminal cases inside the Entertainment Zone between 2012 and 2013. Offenses consist of things such as simple assault or larceny and one criminal incident may contain more than a single offense (e.g. a theft and vandalism in the same incident). Criminal Cases represent a single criminal incident. Offenses and criminal cases were also down substantially compared with the same time period in 2011.

SUBSTITUTE
186072

ORDINANCE NO.

Extend a Street Closure Pilot Program in the Old Town Entertainment District through parts of NW 2nd, 3rd and 4th Avenues between W Burnside and NW Everett on certain days and during certain hours (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The Old Town Neighborhood generates a high volume of calls for police service within the area between W Burnside and NW Everett, as well as in other areas around this zone, on certain days and during certain hours. Prior to the pilot street closure, police response to many of these calls was delayed by conflicts with vehicles.
2. The Portland Police Bureau (PPB) proposed a street closure pilot program in December 2012 to expand the pedestrian-only entertainment area to enhance public safety by reducing certain incidences.
3. During the months of the pilot program, there were significant public benefits such as crime reduction and less congestion. There were 3 town hall discussions between the Mayor of Portland and the Old Town/Chinatown Community Association, the Chinese Consolidated Benevolent Association, business owners, bar owners, and social services providers. Their input regarding the original street closure pilot were documented and taken into consideration. The Mayor also participated in two neighborhood walks during the hours of the street closure to learn about prominent concerns in the area. Members from the community were invited to join the Mayor during these walks to express their concerns.
4. The general consensus of feedback from the neighbors, community associations, businesses, and bar owners indicated that the majority of stakeholders are in favor of continuing to experiment with new ideas to improve the quality of life in the Old Town/Chinatown Neighborhood, both in and around the entertainment district.
5. The Portland Police Bureau (PPB) propose extending a street closure pilot (Extended Program) extension to expand the pedestrian-only entertainment area to enhance public safety by reducing certain incidences.
6. The Extended Program will include the same boundaries as laid out in Ordinance 185833, portions of NW 3rd Ave from W Burnside to NW Everett St, NW Couch from NW 2nd Ave to NW 4th Ave, and NW Davis from 2nd Ave to NW 4th Ave between 10:00 pm and 3:00 am on Fridays, Saturdays, and other event dates specified by the Police Bureau.

7. The area will continue to include dedicated taxi, limo, and pedi-cab zones to facilitate safe transportation into and out of the area. These zones will help maintain safe and orderly pedestrian traffic flow and allow officers to address concerns of illegal taxi activity.
8. In order to maintain public safety and monitor the Pilot Program, PPB will continue to dedicate four officers and one sergeant to the area throughout the course of the Extended Program to provide enhanced police presence.
9. To address reasonable accommodation for emergency residential services and any necessary access for disabled residents, police will allow emergency vehicles special access to the street area, and any necessary access for disabled residents.
10. It is in the best interests of the public for Council to assess the data and public comments as to the success or failure of the Extended Program, and decide whether to terminate or extend the Program in the best interests of the public.

NOW, THEREFORE, the Council directs:

- a. The Portland Police Bureau is authorized to implement a street closure substantially in accordance with the plan as specified in this Ordinance.
- b. The Extended Program will begin on the weekend of June 7th, 2013 and will end on October 27th, 2013.
- c. During the street closure period, the Mayor's Office will work closely with the Office of Neighborhood Involvement (ONI), the PPB, PBOT the Old Town/Chinatown Community Association, Chinese Consolidated Benevolent Association, Portland Business Alliance (PBA), bar and restaurant owners in the Old Town/Chinatown neighborhood, business owners, and social service providers to explore and develop options to help improve the overall quality of life in the entertainment district area. This may include, but is not limited to:
 - the improvement of signage and education pertaining to the street closure, as well as parking enforcement;
 - innovative ways to improve the aesthetic appearance of the street closure itself;
 - improvement of noise enforcement and other measures to improve neighborhood livability;
 - establishment of a non-profit organization assigned with the task of overseeing the street closure of the entertainment district;
 - the development ongoing sources of revenue to cover the extraordinary costs of services associated with the management of the district and the street closure.

- d. The PPB, ONI, and PBOT will work with the Mayor's Office to evaluate the Extended Program and report back to Council by the end of October, 2013.

Passed by the Council: JUN 05 2013
Mayor Charlie Hales
Prepared by: Chad Stover
Date Prepared: 05/16/2013

LaVonne Griffin-Valade

Auditor of the City of Portland

By

Susan Parsons

Deputy

Extend a street closure pilot program in the Old Town Entertainment Districts through parts of NW 2nd, 3rd and 4th Avenues between W Burnside and NW Everett on certain days and during certain hours.(Ordinance)

<p>INTRODUCED BY Commissioner/Auditor: Mayor Charlie Hales</p> <p>COMMISSIONER APPROVAL</p> <p>Mayor—Finance and Administration - Hales CES</p> <p>Position 1/Utilities - Fritz</p> <p>Position 2/Works - Fish</p> <p>Position 3/Affairs - Saltzman</p> <p>Position 4/Safety - Novick</p> <p>BUREAU APPROVAL</p> <p>Bureau: Office of the Mayor Bureau Head: Charlie Hales</p> <p>Prepared by: Chad E. Stover Date Prepared: 05/24/2013</p> <p>Financial Impact & Public Involvement Statement</p> <p>Completed <input checked="" type="checkbox"/> Amends Budget <input type="checkbox"/></p> <p>Portland Policy Document If "Yes" requires City Policy paragraph stated in document. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Council Meeting Date 05/29/2013</p> <p>City Attorney Approval:</p>	<p>CLERK USE: DATE FILED <u>MAY 24 2013</u></p> <p style="text-align: center;">LaVonne Griffin-Valade Auditor of the City of Portland</p> <p>By: <u><i>Susan Hansen</i></u> Deputy</p> <p>ACTION TAKEN:</p> <p style="text-align: center;">MAY 29 2013 SUBSTITUTE PASSED TO SECOND READING JUN 05 2013 9:30 A.M.</p>
--	---

AGENDA
<p><u>TIME CERTAIN</u></p> <p>Total amount of time needed: (for presentation, testimony and discussion)</p> <p><u>CONSENT</u> <input type="checkbox"/></p> <p><u>REGULAR</u> <input checked="" type="checkbox"/> Total amount of time needed: <u>10 Minutes</u> (for presentation, testimony and discussion)</p>

FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:		
		YEAS	NAYS
1. Fritz	1. Fritz	✓	
2. Fish	2. Fish	✓	
3. Saltzman	3. Saltzman	✓	
4. Novick	4. Novick	✓	
Hales	Hales	✓	

PRICE AGREEMENT NO. 31000455

for

ENTERTAINMENT DISTRICT ENHANCEMENT PROJECT

This Contract, made and entered into this 16th day of August, 2013, by and between Portland Business Alliance an Oregon Non-Profit Corporation, hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City. This Contract may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

WITNESSETH:

ARTICLE I The Parties hereto mutually covenant and agree to and with each other as follows:

1. **SCOPE OF WORK:** Contractor shall provide janitorial services, public urinals, smoke poles, and banners for barricades for the City of Portland in the Oldtown/Chinatown Entertainment District within the parameters of the street closures of Northwest 2nd, 3rd, and 4th Avenues between West Burnside and Northwest Everett. All supplies and work shall be provided in accordance with Attachment A.
2. **EFFECTIVE DATE AND DURATION:** The initial term of this Contract shall begin on August 16, 2013 and shall expire on October 27th, 2013, unless terminated sooner as provided herein. The term of this Contract shall not be extended as it is a pilot program. During pilot program or after it is complete, if it is decided that the services should be continued, a competitive solicitation will be conducted.
3. **CONSIDERATION:** The City agrees to pay Contractor a sum not to exceed \$16,000.00 for the term of the contract for provision of and completion of the work. Interim payments shall be made to the Contractor according to the schedule identified in Attachment B.
4. **INVOICING:** The City of Portland is a tax-exempt governmental agency. Prices shall not include federal, state, local, or other taxes designated now or hereafter, unless the City is responsible therefore. The Contractor shall submit billings in a timely fashion. The preferred method of invoicing is via email to chad.stover@portlandoregon.gov or as a secondary option sent to:

City of Portland
Attn: Chad Stover
1221 SW 4th Avenue, Suite 340
Portland, OR 97304

Contractor is at all times solely responsible for billing accuracy and timeliness; Contractor shall provide invoices for the goods and services to the City in paper form. Invoices will not be processed for payment until receipt of a properly completed invoice and until all invoice items are received and satisfactory performance of Contractor has been attained. Invoice payment terms including any offered prompt payment discounts shall start on the date of the invoice.

5. **INVOICE PAYMENT:** Invoices submitted for payment shall identify the goods and services, the unit price, quantity, extended price, purchase order number and invoice total. Billing details may be agreed upon between the Parties. Invoicing for goods and services shall at all times be in arrears. Invoices for payment shall be provided to the City within ninety (90) days of successful delivery of the billed goods and services.

Revised invoices or billing adjustments shall apply only to goods and services that can be verified by the City. Requests for such adjustments shall be submitted in writing to the City within six (6) months of acceptance of the goods and services, shall reference the original invoice in which the error was made, and contain the level of detail defined in billing detail above. Billing adjustments shall not be submitted to the City in any form other than a paper document. The City shall pay undisputed portions of disputed or incorrect invoices where the City can easily identify the undisputed portion. Failure by the City to pay any portion of or the entire invoiced amount based on Contractor billing errors, goods and services that fail to comply with this Contract, or disputed charges

shall not constitute default under this Contract. Payment of an amount less than the total amount due on all unpaid invoices shall be any particular amount or item, which is subject to any claim of error or dispute between the Parties, without prior written City approval.

It is the City's policy to pay its vendor invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, vendors shall execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at:

<http://www.portlandonline.com/omf/index.cfm?c=26606&a=409834>. Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered or goods provided directly into vendor accounts with financial institutions. All payments shall be in United States currency.

ARTICLE II Work under this contract shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Chief Procurement Officer or the Auditor.

6. INSURANCE: Contractor shall obtain and maintain in full force at Contractor expense, throughout the duration of the Contract and any warranty or extension periods, the required insurance identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Contract.

(a) Workers' compensation insurance as required by ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Contractor and all subcontractors shall maintain coverage for all subject workers.

☒ Required and attached or ☐ Proof of exemption (i.e., completion of Independent Contractor Certification Statement)

(b) General commercial liability (CGL) insurance covering bodily injury, personal and advertising injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

☒ Required and attached or ☐ waived by Authorized Bureau Manager

(c) Automobile liability insurance with coverage of not less than \$1,000,000 each accident, and an umbrella or excess liability coverage of \$2,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

☒ Required and attached or ☐ waived by Authorized Bureau Manager

6.1 CONTINUOUS COVERAGE; NOTICE OF CANCELLATION: The Contractor agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from Contractor to the City. If the insurance is canceled or terminated prior to completion of the Contract, Contractor shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

6.2 ADDITIONAL INSURED: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Contractor's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

6.3 CERTIFICATE(S) OF INSURANCE: Contractor shall provide proof of insurance through acceptable certificate(s) of insurance and additional insured endorsement form(s) to the City prior to the award of the Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from insurance companies acceptable to the City of Portland. The Contractor shall pay for all deductibles and premium. The City reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage the required.

6.4 SUBCONTRACTOR(S): Contractor shall provide evidence that any subcontractor, if any, performing work or providing goods or service under the Contract has the same types and amounts of coverages as required herein or that the subcontractor is included under Contractor's policy.

ARTICLE III In consideration of the premises, and in accordance with the provisions for acceptance and payment for work set forth in these Standard Terms and Conditions and Special Terms and Conditions, the City and Contractor hereby agrees as follows:

STANDARD TERMS AND CONDITIONS

7. INDEPENDENT CONTRACTOR STATUS: The Contractor is engaged as an independent contractor and shall be responsible for any federal, state, and local taxes and fees applicable to payments hereunder. The Contractor, its subcontractors, and their employees are not employees of the City and are not eligible for any benefits through the City including, without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

8. NO THIRD PARTY BENEFICIARIES: Contractor and City are the only Parties to this Contract and are the only Parties entitled to enforce its terms. Nothing in this Contract gives, assigns or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons.

9. SUCCESSORS IN INTEREST: The provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and approved assigns.

10. SURVIVAL: The terms, conditions, representations, and all warranties contained in this Contract shall survive the termination or expiration of this Contract.

11. COMPLIANCE WITH APPLICABLE LAW: In connection with its activities under this Contract, Contractor shall comply with all applicable federal, state and local laws and regulations. All statutory, charter and ordinance provisions applicable to public contracts in the City of Portland and the State of Oregon shall be followed with respect to this Contract. Contractor agrees it is currently in compliance with all tax laws. Contractor shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations as further described at: <http://www.portlandoregon.gov/bibs/article/446806>.

The following additional conditions apply to this solicitation and any resultant purchase order or contract: Appendix A as attached hereto.

The Contractor must be in compliance with the laws regarding conducting business in the City of Portland before an award may be made and shall be responsible for the:

CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER: The Contractor is certified as an Equal Employment Opportunity Employer as prescribed by Chapter 3.100 of the Code of the City of Portland through August 5, 2015. The certification will be maintained throughout the duration of the Contract.

NON-DISCRIMINATION IN EMPLOYEE BENEFITS (EQUAL BENEFITS): The Contractor has complied by providing the Equal Benefits Compliance Worksheet/Declaration Form indicating: Full Compliance, Option C.

BUSINESS LICENSE TAX ACCOUNT: The Contractor license #700779 is in compliance with the City of Portland Business License Tax requirements as prescribed by Chapter 7.02 of the Code of the City of Portland and will be maintained throughout the duration of this Contract.

GRANT TERMS AND CONDITIONS: *In connection with its activities under this Contract, Contractor shall comply with all applicable Grant Terms and Conditions. This includes all terms and conditions contained in this Contract and, for a contract involving a grant, the Grant Terms and Conditions as further described at: <http://www.portlandoregon.gov/bibs/article/455735>*

12. GOVERNING LAW / VENUE: The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon without reference to its conflict of laws provisions. Any action or suits involving any question arising under this Contract shall be brought in the appropriate court in Multnomah County, Oregon. By executing this Contract the Contractor agrees to in personam jurisdiction of the Oregon courts.

13. NONDISCRIMINATION: Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS Chapter 659.425, and all regulations and administrative rules established pursuant to those laws.

14. INDEMNITY: Contractor shall hold harmless, defend, and indemnify the City of Portland, its officers, employees, and agents, from all claims, demands, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature, including all attorney's fees and costs, resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents including intentional acts, or of its subcontractors, agents or employees under this Contract. Contractor is not responsible for any damages caused by the actions of the City, its officers, employees and agents.

15. ASSIGNMENT OF ANTI-TRUST RIGHTS: By entering into a contract, the Contractor, for consideration paid to the Contractor under the Contract, does irrevocably assign to the City of Portland any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future, including, at the City's option, the right to control any such litigation on such claim for relief or cause of action, by reason of violation of 15 USC SS 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor by any person, which goods or services are used, in whole or in part, for the purpose of carrying out the Contractor's obligation under this Contract.

In the event the Contractor hires subcontractors to perform any of the Contractor's duties under the Contract, the Contractor shall require the subcontractor to irrevocably assign to the City of Portland, as a third party beneficiary any right, title or interest that has accrued or may accrue to the subcontractor by reasons of any violation of 15 USC SS 1-15, ORS 646.725 or ORS 646.730, including, at the City's option, the rights to control of any litigation arising thereunder, in connection with any goods or services provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by the Contractor in pursuance of the completion of the Contract.

In connection with this assignment, it is an express obligation of the Contractor that it will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder to the City of Portland. It is an express obligation of the Contractor to advise the City Auditor or the Office of the City Attorney of Portland, Oregon:

- A. In advance, of its intention to commence any action on its own behalf regarding such claims for relief or causes of action;
- B. Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the pendency of such action; and
- C. The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignment to the City of Portland.

Furthermore, it is understood or agreed that in the event that any payment under such claim is made to the Contractor, it shall promptly pay over to the City of Portland its proportionate share thereof, if any, assigned to the state hereunder.

16. SEVERABILITY: In the event that a court, government agency, or regulatory agency with proper jurisdiction determines that this Contract, or any provision of this Contract, is unlawful, this Contract, or that provision of the Contract to the extent it is unlawful, shall terminate. If a provision of this Contract is terminated but the Parties can legally, commercially, and practicably continue without the terminated provision, the remainder of this Contract shall continue in effect.

17. FUNDING: In the event the City, during the adoption of the City's annual budget, reduces, changes, eliminates, or otherwise modifies the funding for any of the projects identified herein, the Contractor agrees to abide by any such decision including revision or termination of services.

18. ASSIGNMENT AND SUBCONTRACTING: This Contract or any interest therein shall not be assigned or subcontracted to any other person or entity without the prior written consent of the City of Portland. In the event of transfer without prior written consent, the purported transfer is void and the Contractor remains liable for performance of the Contract. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

19. LIENS: Contractor shall not permit any claim to be filed or prosecuted against the City or any lien against the property purchased in connection with this Contract and agrees to assume responsibility should such lien or claim be filed.

20. SUSTAINABLE PROCUREMENT: Pursuant to the City's Sustainable City Principles, which direct City Bureaus to pursue long-term social equity, environmental quality, and economic vitality through innovative and traditional mechanisms, the Contractor is encouraged to incorporate these Principles into their scope of work with the City wherever possible. Therefore in accordance with the Principles and the City's Sustainable Procurement Policy, it is the policy of the City of Portland to encourage the use of products or services that help to minimize the human health and environmental impacts of City operations. "Environmentally preferable" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

Packaging should be minimized to the maximum extent possible without compromising product quality. The City encourages packaging that is reusable, recyclable in local recycling programs, is made from recycled materials, and/or is collected by the vendor for reuse/recycling.

21. FORCE MAJEURE: Neither City nor Contractor shall be held responsible for performance if its performance is prevented by unforeseeable acts or events beyond the Party's reasonable control including, but not limited to: acts of God; fire, flood, earthquakes or other catastrophes; strikes or other labor unrest; power failures, electrical power surges or current fluctuations; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive, or administrative authorities; or any other circumstances that are not within its reasonable control.

22. AMENDMENTS: All changes to this Contract, including changes to the scope of work and Contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. The City's Chief Procurement Officer is authorized to execute amendments to this Contract without the City's further approval, provided such amendments are in writing, signed by both Parties, and approved by the City Attorney's Office. Contractor understands that City employees have no actual or apparent authority to enter into amendments, except as may be specifically granted by the City Council to the Chief Procurement Officer, or to waive the approval of the City Attorney's office.

23. NON-WAIVER: No waiver, consent, modification, or change of terms of this Contract shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification, or change if made, shall

be effective only in specific instances and for the specific purposes given. The failure of the City to enforce any provision of this Contract shall not constitute a waiver of that or any other provision.

24. COORDINATION WITH OTHER CONTRACTORS AND OTHER SERVICES: The Contractor shall cooperate fully with other contractors and City employees providing systems or support to the City during installation, operation, or maintenance of the goods and services. This includes planning for and integration of the goods and services provided under this Contract with those provided by others. Further, Contractor shall make every reasonable effort to cooperate with City to minimize and/or prevent any degradation of the other computer and telecommunications systems, equipment, or services of the City by the installation, operation, or maintenance of the goods and services. Contractor's failure to cooperate with the City and other contractors may be grounds for termination as provided herein.

25. ACCESS TO RECORDS: The Contractor shall maintain professional accounting standards and on a current basis, and the City and its duly authorized representatives shall have access to, the books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request.

26. AUDITS: The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract and during the three (3) year period established by ACCESS TO RECORDS. Audits shall be conducted in accordance with generally accepted auditing standards.

If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices. If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies as provided under EARLY TERMINATION OF CONTRACT and REMEDIES. In addition, the Contractor agrees to abide by the standards of the Office of the Comptroller set forth in May, 2002 Office of Justice Programs (OJP) Financial Guide, including without limitation in accordance with Office of Management and Budget (OMB) Circulars A87, A-102, A-122, A-128, A-133. All financial records, supporting documents, statistical records and all other records pertinent to this Contract shall be retained by the Contractor for a minimum of five (5) years for purposes of State of Oregon or the OJP Financial Guide from the Office of the Controller and apprise itself of all rules and regulations set forth.

27. EMPLOYEES NOT TO BENEFIT: No City employee or elected official of the City shall be admitted to any share or part of this Contract or to any benefit that may arise there from; but, this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

28. CONFLICT OF INTEREST: Contractor hereby certifies that, if applicable, its contract proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s), that the Contractor as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Contractor certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Contractor, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the contract or project to which this contract pertains; ii) has or will participate in evaluation or management of the contract; or iii) has or will have financial benefits in the contract. Contractor understands that should it elect to employ any former City official/employee during the term of the contract then that the former City official/Contractor employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

SPECIAL TERMS AND CONDITIONS

29. CITY FURNISHED PROPERTY: No materials, labor or facilities will be furnished by the City unless otherwise provided for within this Contract.

30. ADDITIONAL PURCHASES: The City reserves the right to purchase additional materials and services beyond the quantities stated in the bid documents at the same prices submitted by the Contractor. Such additional purchases are not guaranteed and will be made at the City's sole discretion.

31. RIGHT TO CHANGE: The City reserves the right to order changes to the goods, materials, equipment and services outlined herein. The City and the Contractor shall determine a fair and equitable cost and if required, additional time for such changes. All such changes shall be ordered in writing and agreed to by the Parties.

32. NOTICE: Except as otherwise stated in this Contract, any notice or demand to be given under this Contract shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

CONTRACTOR:

Portland Business Alliance
200 SW Market Street
Suite 150
Portland, OR 97201

CITY:

City of Portland
Office of the Mayor
1221 SW 4th Avenue, Suite 340
Portland, OR 97204

Attn: Sandra McDonough

Chad Stover

If either Party changes its address or if a Party's representative changes, the other Party shall be advised of such a change in writing, in accordance with this section.

33. EARLY TERMINATION OF CONTRACT: The City and the Contractor, by mutual written agreement, may terminate the Contract at any time. The City, on thirty (30) days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion. Either the City or the Contractor may terminate this Contract in the event of a material breach of the Contract by the other. Prior to such termination, however, the Party seeking the termination shall give to the other Party written notice of the breach and the Party's intent to terminate. If the Party has not entirely cured the breach within seven (7) days of the notice, then the Party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

34. SUSPENSION OF THE WORK: The City may at any time give notice in writing, by electronic mail, or by facsimile to the Contractor to suspend this Contract. The notice of suspension shall specify the date of suspension and the estimated duration of the suspension. In no event shall the Contractor be entitled to any lost or prospective profits or any incidental or consequential damages because of suspension.

35. PAYMENT ON EARLY TERMINATION: In the event of termination under EARLY TERMINATION OF CONTRACT hereof, the City shall pay the Contractor for goods and services in accordance with the Contract prior to the termination date and delivered to City provided that such goods and services conform to Contract specifications and are of use to the City. In the event of termination under EARLY TERMINATION OF CONTRACT hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor for goods delivered and services performed in accordance with the Contract prior to the termination date subject to set off of excess costs, as provided for in Remedies. In the event of early termination all of the Contractor's work product shall become and remain property of the City. Under no circumstances shall the City be subject to early termination penalties for recurring charges for goods or services that the City cancels during the term of this Contract.

36. REMEDIES: In the event of termination under EARLY TERMINATION OF CONTRACT by the City due to a breach by the Contractor, then the City may procure services outstanding from another contractor and the Contractor shall be liable for additional re-procurement costs incurred by the City. The City also shall be entitled to any other equitable and legal remedies that are available. Except as expressly contained in this Contract, the

remedies for a breach of this Contract shall not be exclusive, or construed as a limitation on any other equitable and legal remedies that are available or may become available.

37. PERMITS AND LICENSES: The Contractor shall be required to have or obtain, at their expense, any and all permits and licenses required by the City and/or County, state and Federal (except FCC radio licenses), pertaining to the materials and services to be provided.

38. INTELLECTUAL PROPERTY: The City requires the following regarding copyrighting and patent pending on work products pertaining to this Contract:

A. COPYRIGHT: All work products of the Contractor which result from this Contract are the exclusive property of the City. If this Contract results in a copyright, the City of Portland reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for governmental purposes, the work or the copyright to any work developed under this Contract and any rights of copyright to which the Contractor or its sub-vendor, purchases ownership with grant support.

B. PATENT: If this Contract results in the production of patentable items, patent rights, processes, or inventions, the Contractor or any of its sub-vendors shall immediately notify the City. The City will provide the Contractor with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

39. SPECIFICATIONS: This Contract authorizes the Contractor to provide and the City to procure those goods, materials, equipment and services, and establishes the terms and conditions for the City to obtain said goods, materials, equipment and services from the Contractor. Goods, materials, equipment and services to be provided under this Contract are described in the Attachments hereto. The Contractor shall provide to the City those goods, materials, equipment and services described in the attachments in accordance with the prices shown herein. Payment shall be made only in accordance with the payment schedule identified herein.

40. WARRANTY: The Contractor represents and warrants that (i) Contractor shall perform all Services set forth herein in a good and workmanlike manner, in conformance with the Specifications and requirements of the Contract, and in accordance with the highest applicable professional and/or industry standards; (ii) Contractor warrants that each of Contractor's employees assigned to perform Services has the proper skill, training, and background to be able to perform Services in a competent, timely, and professional manner and that all Services shall be so performed; and (iii) Contractor shall, at all times during the term of the Contract, maintain and keep current all licenses and certifications required to perform the work set forth in the Contract.

41. PROPRIETARY AND CONFIDENTIAL INFORMATION: The Oregon Public Records Law, ORS 192.410 et seq. strictly governs the City's treatment of requests for public records pertinent to this Contract.

Contractor agrees to hold in confidence any and all information of the City's it receives while performing any of the contemplated function of the Contract and shall not disclose any such information to third parties.

42. NEWS RELEASES AND PUBLIC ANNOUNCEMENTS: The Contractor shall not use in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representatives of the City, except with prior specific written authorization from the City.

Contractor shall not issue any news release or public announcement pertaining to this Contract or the project without prior written approval of the City, which may be withheld in the City's sole discretion. A minimum of three (3) business days notice is required for a response to a request for such approval. If approval is not issued within the three (3) business day period, the request shall be deemed denied.

43. OREGON HAZARD COMMUNICATION RULES: The Contractor must comply with all provisions of OAR 437, Subsection H: Hazardous Materials. Inquiries concerning compliance should be directed to any office of the Accident Prevention Division or the Workers' Compensation Department central office in Salem

Material Safety Data Sheets (MSDS) shall be provided along with delivery of the product to each Bureau or Division that receives merchandise. The City does not have a centralized Hazard Communication Rules program and supplying MSDS's to one location does not qualify as compliance.

The City reserves the right to refuse and withhold payment for shipments that are not properly labeled or for which an MSDS has not been provided. Noncompliance with OAR 437 is violation of this Contract and justifiable cause for cancellation.

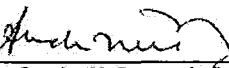
44. ENTIRE CONTRACT: This Contract and its Attachments represent the entire Contract between the Parties. This Contract is a final, complete exclusive statement of the terms thereof, and supersedes and terminates any prior Contract, understanding, or representation between the Parties with respect thereto, whether written or oral.

ARTICLE IV This Contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same agreement. It is understood and agreed by the Parties hereto that:

1. Any reference in this Contract to the scope of work or specifications is intended as a convenience to the Parties in administration of the Contract. Therefore, in the absence of an express statement to the contrary herein, any restatement or partial restatement in this Contract of any provision of the scope of work or specifications is not intended, nor shall be construed to change, alter, modify, amend, or delete the requirements of the scope of work or specifications.
2. All statutory, charter and ordinance provisions applicable to public contracts in the City of Portland and State of Oregon shall be followed with respect to this Contract.
3. Contractor hereby certifies that, if applicable, its contract proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s) that the Contractor as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Contractor certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Contractor, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the contract or project to which this contract pertains; ii) has or will participate in evaluation or management of the contract; or iii) has or will have financial benefits in the contract. Contractor understands that should it elect to employ any former City official/employee during the term of the contract then that the former City official/Contractor employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.
4. The City and Contractor may conduct this transaction, including any Contract amendments, by electronic means, including the use of electronic signatures.

IN WITNESS WHEREOF, Contractor and City have caused this Contract to be executed by their duly authorized representative(s), all on the day and year first above written.

PORTLAND BUSINESS ALLIANCE

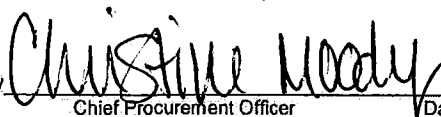
by  8-19-13
Sandra McDonough, President/CEO Date

Address: 200 SW Market Street
Suite 150
Portland, OR 97201

Telephone No: 503-552-6740

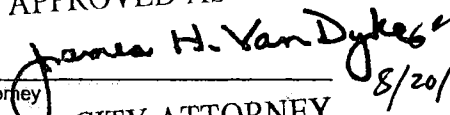
Email: LFrisch@portlandalliance.com

CITY OF PORTLAND

by  8/20/13
Christine Moody Chief Procurement Officer Date

Approved as to form:

APPROVED AS TO FORM

 8/20/13
City Attorney CITY ATTORNEY

INITIALS: dh

DATE: 8/16/13

ATTACHMENT A

1. BACKGROUND: Portland City Council passed Ordinance 186072 in late May of 2013 that called for a 6-month long extension of the street closure pilot program in the Entertainment District on parts of 2nd, 3rd, and 4th Avenues between W Burnside and NW Everett on certain days and during certain hours. Previously, the Mayor's Office led three town hall meetings with stakeholders in the area to discuss ways to improve the district. As a result of those meetings, there were a number of directives proposed in this Ordinance that would be experimented with during the course of the extended pilot to help improve the overall livability of the street closure. The areas of experimentation laid out in Ordinance 186072 are as follows:

- the improvement of signage and education pertaining to the street closure, as well as parking enforcement;
- innovative ways to improve the aesthetic appearance of the street closure itself;
- improvement of noise enforcement and other measures to improve the neighborhood livability;
- establishment of a non-profit organization assigned with the task of overseeing the street closure of the entertainment district;
- the development of ongoing sources of revenue to cover the extraordinary costs of services associated with the management of the district and the street closure.

2. SCOPE OF WORK: Contractor shall provide janitorial services, public urinals, smoke poles, and banners for barricades for the City of Portland in the Oldtown/Chinatown Entertainment District within the parameters of the street closures of Northwest 2nd, 3rd, and 4th Avenues between West Burnside and Northwest Everett. All work shall be performed in accordance with this Attachment A. The delivery schedule for the work is identified herein.

3. TECHNICAL SPECIFICATIONS: Contractor shall provide the services for this Contract on Friday and Saturday nights from 10:00 PM to 3:00 AM the following morning. The services shall include the following:

A. SMOKE POLES: Contractor shall purchase 10 smoke poles for use during this pilot project. The poles will be placed each Friday and Saturday evening, and retrieved each Saturday and Sunday morning during the Contract term. Every morning they are retrieved they shall be emptied.

B. BANNERS: Contractor shall attach the eighteen banners to previously placed barricades on each Friday and Saturday evening and retrieve them each Saturday and Sunday morning during the Contract term.

C. JANITORIAL SERVICES: The janitorial services to be included in this Contract are as follows:

- 1) Contractor shall pickup two public urinals from storage, transport them on flatbed truck to street closure area and install them in pre-determined places each Friday and Saturday evening and pick them up every Saturday and Sunday morning. Every morning they are retrieved, they shall be emptied and cleaned before they are placed back in storage. The urinals shall be stored when not in use at the Central City garage on NW 6th and NW Couch.
- 2) Within the street closure area and in a three block radius outside of the entertainment zone, Contractor shall pickup garbage, cigarette butts, a clean biohazards which may include urine, vomit, and feces. Cleaning the bio-hazards would require both pressure washing and deep cleaning in alcoves on sidewalks.
- 3) Janitorial services shall be performed each Friday and Saturday night from 10:00 PM until 3:00 AM during the Contract term, in order to address the garbage and debris in the streets and on the sidewalk related to the food carts which serve bar patrons who are leaving the entertainment district.
- 4) Supervision will be provided by Central City Concern for the janitorial team.

D. ADMINISTRATIVE SERVICES: Administrative services shall include standard contract overhead, handling of invoices, billing services, and managing of subcontractors.

4. DELIVERABLES: Deliverables shall be considered those tangible resulting work products which are to be delivered to the Office of the Mayor such as reports, draft documents, data, interim findings, drawings,

schematics, training, meeting presentations, final drawings and reports. Deliverables and schedule to be delivered by Contractor for this project shall include:

- A. Descriptions of amenities listed in 3. **TECHNICAL SPECIFICATIONS**, item A above, along with photos.
- B. Reports that illustrate conversations with stakeholders' input and advice on the aesthetic appearance of the amenities, as well as locations in which they are placed.
- C. Continued updates on feedback from stakeholders regarding the added amenities.

5. **WORK PERFORMED BY THE CITY:** Bureau staff shall make available sufficient hours of staff personnel as is required to meet with the Contractor and provide such information as required. The Office of the Mayor has assigned a project manager who will oversee the work and provide support as needed.

The City shall be responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls for the City. These controls will include information technology, proprietary information, and trade secret safeguards if appropriate to City work.

The Mayor's staff will attend Oldtown/Chinatown Community Association meetings on a regular basis throughout the remainder of the street closure pilot program to hear feedback from stakeholders and to discuss and evaluate the implementations. The City will closely monitor success of the services being implemented during the street closures.

The City will provide the contractor with a copy of the ruling Ordinance 186072 that illustrates the directives which are to be carried out during the contract. The directives within this Ordinance are listed under the **SCOPE OF WORK** section of this contract.

4. **TIME IS OF THE ESSENCE:** Contractor shall make every reasonable effort to meet established delivery dates and other deadlines for services. Circumstances that may delay the delivery of goods and services from established delivery dates and other deadlines, including excusable delays and force majeure events, shall be reported to the City immediately upon discovery. The City and Contractor shall mutually agree upon any schedule or pricing change due to excusable delays or force majeure events in writing. In the event Contractor does not meet the established delivery dates or other deadlines and Contractor has failed to cure such breach within seven (7) days of written notice by the City, the City may obtain the undelivered goods and/or non-performed service from another source, and no recurring charges, one-time charges, or termination charges or other penalties shall be due the Contractor. In addition, the City will be entitled to reasonable compensation as stated under REMEDIES.

5. **CONSIDERATION:** Unit price payments shall be made to the Contractor by the City on a monthly basis for the total product and services delivered to the City's specified location and accepted by the City. Acceptance occurs when the City authorizes payment of the invoice. Unit prices shall be exclusive of any sales, purchaser, or consumer tax. Tax exemption certificates will be furnished to the Contractor upon request. Product payments shall be in accordance with Attachment B.

ATTACHMENT B - CONTRACT PRICING



Old Town Chinatown Street Closures
Amenities Budget

Contracted Services			Totals	Details
Central City Concern (CCC)	2 janitors	20 hours/ week from 8:30 pm to 5:30 am	\$2,916/ month	Janitors would set up/remove urinals and perform biohazard and general cleaning throughout closure and afterwards

Hard Costs	Cost Per	Quantities	Totals	Details
Public Urinals	\$1,250	2	\$2,500	
Smoke Poles	\$100	10	\$1,000	
Banners for Barricades	\$120	18	\$2,200	Signage options: Street Closed, Welcome to Old Town

Administration costs	\$505.36/month	\$	1,263.40	Personnel costs for Executive Director and Downtown Retail Manager
Contract admin	\$330.25/month	\$	825.63	

APPENDIX A

Contractor shall observe all applicable state and local laws pertaining to public contracts including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the rules. ORS Chapters 279A, 279B and 279C require every public contract to contain certain provisions. Pursuant to those chapters, the following provisions shall be a part of this contract, as applicable.

- Pursuant to ORS 279B.220, on every public contract, the contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- Pursuant to ORS 279C.505, on public improvement contracts, the contractor shall make payments promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract. The contractor shall pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract. The contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. The contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall demonstrate that an employee drug-testing program is in place.
- Pursuant to ORS 279C.510 (1), in every public contract for demolition the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. Pursuant to ORS 279B.225 and 279C.510 (3) in every public contract and every public improvement contract for lawn and landscape maintenance, the contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- Pursuant to ORS 279B.230(1), in every public contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- Pursuant to ORS 279B.230(2), in every public contract, all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- Pursuant to ORS 279B.235(1), persons may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it. In such cases, the employee shall be paid a) at least time and half pay for all overtime in excess of 8 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or b) for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and c) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
- Pursuant to ORS 279C.515(1), on public improvement contracts, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract. The payment of a claim in the manner authorized by ORS 279C.515 shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.
- Pursuant to ORS 279C.515(2), on public improvement contracts, if the contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contract agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.
- Pursuant to ORS 279C.515 (3), in every public improvement contract and every contract related to the public improvement contractor, if the contractor or subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- Pursuant to ORS 279C.520, no person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. The contractor shall give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. In the case of contracts for personal services as defined in ORS 279C.100, an employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime. Persons employed under contracts for services shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540 (1) (b)(B) to (G) and for all time worked in excess of 10 hours a day or in excess of 40 hours in a week, whichever is greater. The contractor shall give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a

location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

- Pursuant to ORS 279C.530(1), in every public improvement contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. In every public contract, subject to ORS 279C, all employers working under the contract are subject employers that shall comply with ORS 656.017.
- Pursuant to ORS 279C.580(3)(a), the contractor shall include in each public improvement subcontract for property or services entered into by the contractor and a subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the contractor to pay the subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the public contracting agency under such contract, and an interest penalty clause that obligates the contractor to pay to the subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to ORS 279C.580 (3), for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and computed at the rate specified in ORS 279C.515 (2).
- Pursuant to ORS 279C.580(4), the contractor shall include in each of its subcontracts for a public improvement, for the purpose of performance of such contract condition, a provision requiring the subcontractor to include a payment clause and an interest penalty clause conforming to the standards of ORS 279C.580 (B) (4) in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.
- Pursuant to ORS 279C.830(1)(a) workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

July 25, 2008