

30005542

AGREEMENT FOR DOWNTOWN CLEAN AND SAFE DISTRICT MANAGEMENT SERVICES

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 October 1, 2016, to September 30, 2021.

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 years 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.

Police
Officers

- 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.

Justice
services

- 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.

Subcontracts,
budget
development,
admin

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, 2016, 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

Provide annual budgets

Conduct and provide annual audits by Jan 10

Provide copies of all subcontracts to City Attorney for review and approval

Auditor may audit original subcontracts

from Clean & Safe's work under this Agreement. The insurance must provide coverage of not less than \$500,000 for personal injury to each person; \$500,000 for property damage to each person; and \$2,000,000 for each occurrence; or a single limit policy of not less than \$2,000,000 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

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, 2016, 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

coverage of not less than \$500,000 for personal injury to each person; \$500,000 for property damage to each person; and \$2,000,000 for each occurrence; or a single limit policy of not less than \$2,000,000 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

Right to audit all
ESD records and
financial
documents

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.
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.**

City to monitor and
review budget and
audit provided

- 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.

Right to audit use
of funds and
services provided

- 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

coverage of not less than \$500,000 for personal injury to each person; \$500,000 for property damage to each person; and \$2,000,000 for each occurrence; or a single limit policy of not less than \$2,000,000 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

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.

R1

- 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 may 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 (excludes civil penalties), and interest, and any interest earned thereon, less the Division's costs of administration and other Fund 204 charges under section F(7) of this Agreement, and less the continuing balance retained for payments or refunds due to District License Fee

- 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 may 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 (excludes civil penalties), and interest, and any interest earned thereon, less the Division's costs of administration and other Fund 204 charges 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. However, for the 2016-2017 license year, only the Division's costs of administrations will be deducted to arrive at net License Fee revenues.

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 2016-17.

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 2016-17 to the services to be provided in license year 2016-17 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 2016-17, 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 2016-17 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 2016-17,

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.

R2
All of
Section F

The City Revenue Division (Division) 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 Division 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 Division, will practice good customer service in relation to license fee payers. Clean & Safe will also respect and protect the Division's authority to make final determinations regarding collections, appeals, and questions of compliance with City Code Chapter 6.06.

2. Materials Development. The Division, 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 Division have printed the handbook and information sheet, then Clean & Safe is responsible for printing the handbook and information sheet.

City Fund 204
for license fee
payments

3. Receiving Payments. The Division will receive all License Fee payments and enter them to Fund 204 maintained by the City.

4. Appeals. The Division has sole authority to decide appeals, consistent with the provisions of City Code Chapter 6.06, but it may consult with Clean & Safe regarding appeals. If the Division provides Clean & Safe with a copy of an appeal but does not receive comments from Clean & Safe within 7 days of the Division's providing the copy, the Division is deemed to have fulfilled its consultation responsibilities under this subsection. Clean & Safe will provide timely responses to Division 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 Division is responsible for actual collections and has sole authority to waive penalties and/or other finance charges.

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 Division (Division) 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 Division 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 Division, will practice good customer service in relation to license fee payers. Clean & Safe will also respect and protect the Division's authority to make final determinations regarding collections, appeals, and questions of compliance with City Code Chapter 6.06.

2. Materials Development. The Division, 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 Division have printed the handbook and information sheet, then Clean & Safe is responsible for printing the handbook and information sheet.
3. Receiving Payments. The Division will receive all License Fee payments and enter them to Fund 204 maintained by the City.
4. Appeals. The Division has sole authority to decide appeals, consistent with the provisions of City Code Chapter 6.06, but it may consult with Clean & Safe regarding appeals. If the Division provides Clean & Safe with a copy of an appeal but does not receive comments from Clean & Safe within 7 days of the Division's providing the copy, the Division is deemed to have fulfilled its consultation responsibilities under this subsection. Clean & Safe will provide timely responses to Division 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 Division 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 Division staff time based on actual hourly costs of Division 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 Division will notify Clean & Safe, as soon as is reasonably possible by telephone, fax, electronic mail, or otherwise, whenever the Division receives comments that are about Clean & Safe District Services. Clean & Safe must attempt to resolve all service-related problems.
7. Division'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 Division actual cost of providing collection services to Clean & Safe. The difference between the Division'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 Division.
- 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. In addition to the 1.25% fee in subsection a. above, direct charges to Fund 204 will be deducted to arrive at the net License Fee revenues payable to Clean & Safe. Direct fund charges include, but are not limited to, General Fund Overhead (GFOH) charge (currently capped at \$25,000 annually) and EBS charges. However, for License Year 2016-2017 only, Fund 204 direct charges will not be deducted to arrive at net License Fee revenues.

8. Division's Other Costs. Other costs for work provided by the Revenue Division 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 Division and Clean & Safe, it will be billed to Clean & Safe separately and will be payable and deducted from the next Division disbursement of funds to Clean & Safe.

G. Term and Termination.

1. Term.

- a. The original term of this Agreement is from October 1, 2016 through September 30, 2021. 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, 2021.
- 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.

8. Division's Other Costs. Other costs for work provided by the Revenue Division 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 Division and Clean & Safe, it will be billed to Clean & Safe separately and will be payable and deducted from the next Division disbursement of funds to Clean & Safe.

G. Term and Termination.

1. Term.

- a. The original term of this Agreement is from October 1, 2016 through September 30, 2021. 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, 2021.
- 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 Bureau of Revenue and Financial Services 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.

“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.

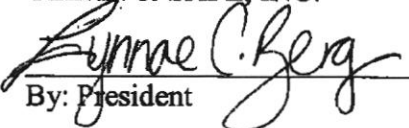
CITY OF PORTLAND


By: Mayor Charlie Hales

DATE:

10/5/2016

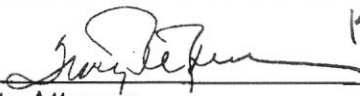
CLEAN & SAFE, INC.


By: President

DATE:

9/08/16

Approved as to form:
APPROVED AS TO FORM

 *KAM*
City Attorney
CITY ATTORNEY

BY 
AUDITOR *by JH*

Exhibit A -
Scope of Work

SAP# 30005542

2016 - 2017
DOWNTOWN PORTLAND ENHANCED
SERVICE DISTRICT
SCOPE OF WORK

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

The Clean & Safe, Inc. ("Clean & Safe") Board of Directors shall oversee the Downtown Services Program, which performs services requested and funded by property owners and managers within the Downtown Enhanced Service District ("District") under the auspices of the City of Portland ("City"). The Executive Director of Clean & Safe will supervise the Downtown Services Program.

Downtown Services Program operations will consist of:

- The Downtown Clean & 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 will also perform government relations policy analysis and assistance and carry out all administrative duties necessary in overseeing District services.

The Clean & Safe Downtown Services Program will provide the following in carrying out the District services:

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

- 2 Chief Operating Officer. The Chief Operating Officer shall:
- i Supervise the Shift Supervisors;
 - ii Provide shift relief to the Shift Supervisors as necessary; and
 - iii Attend planning meetings with District personnel and other downtown stakeholders.

Submit quarterly compliant investigation reports to Clean & Safe and they are to submit them to the Mayor

- iv Upon receipt of a citizen complaint regarding security Officers, the COO will perform an investigation that will include interviews of complainant, witness(es) and involved PPI personnel. COO will make a finding upon completion of the investigation and if allegations are sustained, will articulate plans to remediate i.e. policy changes, training etc. On a quarterly basis, COO will send a summary report of citizen complaints and results of the investigation, to the Executive Director of Clean & Safe, who will forward a copy to the Commissioner in Charge of the Police Bureau.

R1

D Portland Police Bureau Clean & Safe Officers. The Portland Police Bureau Clean & 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.

E 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.

F Supervision of the Portland Police Patrol Clean & Safe Officers will be coordinated between the District 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.

G All Shift Supervisors and Patrol Officers will wear appropriate uniforms with the Clean & Safe insignia and maintain a neat and clean appearance.

H Facilities for the Shift Supervisors, Patrol Officers and Portland Police Bureau Clean & Safe Officers shall be provided by the security contractor,

including lockers and dressing space, conference room, storage space, and office space.

- I 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.
- J Shift Supervisors shall also maintain direct contact with the District's Janitorial Supervisor to ensure the coordination of security and cleaning efforts.
- K 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.
- L Operations of the security program shall generally be carried out as follows:
 - 1 Day and evening (swing) work shifts will be scheduled Monday through Friday as follows:
 - i Day shift shall include a Shift Supervisor and approximately six (6) Patrol Officers staggered in six (6) to eight (8) hour shifts beginning at 6:00 am and ending at 3:00 pm; and
 - ii 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.
 - iii E relief shift of two (2) officers and a shift supervisor until 3:00am, Wednesday through Saturday.
 - 2 Day and evening (swing) shifts will be scheduled on Saturday and Sunday as follows:
 - i 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;
 - ii 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 Four (4) contracted Portland Police Bureau Clean & Safe Officers and two officers provided at no cost by the Portland Police Bureau will work four - ten (10) hour staggered shifts, Monday through Friday, with coverage from 7:00am to 11:00pm.

- 4 Patrol routes will 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.
- M Sidewalk Ambassadors will be utilized as the front line of the Downtown Clean & Safe Program. There will be four (4.0) full-time and two (2) 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 the image and utilization of downtown;
 - 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 an information kiosk strategically located at various locations within the District; and
 - 7 Work staggered shifts from 10:00am to 6:00pm, Tuesday through Saturday.
- N Administrative support shall be provided to the Downtown District Attorney to assist with community prosecution services benefiting citizens and residents within the District.
- O 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.

P 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.

I Downtown Clean & 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);
- 3 Debris removal from sidewalks, tree wells, flowerpots and other areas; and
- 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.
- 5 One FTE will be detailed specifically to the transit mall to provide the in-kind services outlined in the PBA/PMMI contract.

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 ten (10) hour shifts, four (4) days a week with staggered starting times;
- 3 Be equipped for communication with the Manager, Assistant Manager and Supervisor; and
- 4 Be equipped with a truck, pressure washer, detergents, brooms, brushes, ladders, tools, squeegees, buckets and other appropriate tools.

C Bicycle Position. The Bicycle Janitor position shall:

- 1 Be equipped for communication with the Manager, Assistant Manager and Supervisor: and
- 2 Work an eight (8) hour shift, Monday-Friday;
- 3 Ride a specially outfitted bicycle that is equipped with a 15 gallon water tank and cleaning tools;
- 4 Duties will include, but are not limited to biohazard clean-ups such as removal of feces, urine, vomit and needles.

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

1 Manager. The Manager shall be:

- i Assigned day-to-day responsibilities for the workers on duty;
- ii Responsible for scheduling, performance reports, continuing in-service training, crew and program evaluation, and disciplinary action;
- iii 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;
- iv Be a full-time employee with a salary based on a 40-hour week.

2 Assistant Manager. The Assistant Manager shall be:

- i Assigned day-to-day responsibilities for the workers on duty;
- ii Responsible for scheduling, performance reports, continuing in-service training, crew and program evaluation, and disciplinary action;
- iii 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;
- iv Be a full-time employee with a salary based on a 40-hour week.

3 Supervisor. The Supervisor shall:

- i Supervise the Manager;
- ii Attend planning meetings with District personnel and other downtown stakeholders;

- iii Be a full-time employee with a salary based on a 40-hour week.
- E The Janitorial Program will primarily hire from the formerly homeless population within the District.
- F 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.
- G All Janitorial Workers and Special Projects Crew Members will 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.
- H General Hours of Cleaning Services.
 - 1 Janitorial Worker – cleaning services will be from 6:30am to 2:30pm Monday through Sunday and each shift shall consist of approximately seven (7) Janitorial Workers and the Manager and Assistant Manager, both of whom shall be available either on-site or on-call and be equipped for communication with the Supervisor.
 - 2 Special Projects Crew – cleaning services will be from 6:00am to 2:30pm and 9:30pm to 6:00am Monday through Sunday. The morning shift will consist of four (4) Special Projects Crew Members and the Manager and Assistant Manager, each of whom shall be available either on-site or on-call. The evening shift will consist of three (3) Special Projects Crew Members.
- II 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 and 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; and
- 6 Coordination with other District service areas as appropriate to support business development needs, particularly in the area of crime prevention and public policy/advocacy.

D 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.

E 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.

- F The Downtown Retail Development Program shall administer all phases of the Holiday Lighting program, which attracts visitors to the District during the holiday season, stimulates downtown business activity and enhances the overall cleanliness and safety of downtown Portland. The program will be active from approximately November 15 through March 1 and will light approximately 725 trees..

III 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 Portland Business Alliance's Central City Standing 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 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 and property descriptions for use by investors and developers.
 - 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.

IV 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 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;
 - 2 Developing and coordinating the implementation of organizational positions on significant government initiatives that impact the District;
 - 3 Maintaining regular contact with elected officials to discuss issues and concerns related to District policy issues;
 - 4 Preparing regular and on-going updates regarding policy initiatives related to the District for presentation to the Clean & Safe Board; and
 - 5 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.

V 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 and for making determinations regarding qualifications and experience.
- 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 that 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 that will include the maintenance of invoices and other documents to substantiate the nature of, delivery 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 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 that include information about the District services including budget versus actual comparisons; and
- 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.

CITY OF PORTLAND

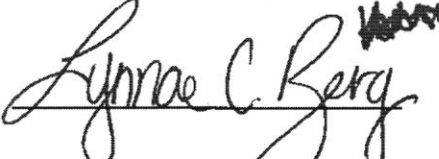
DATE:


By: Mayor Charlie Hales


9/30/2016


CLEAN & SAFE, INC.

DATE:



9/10/16

Approved as to form: 
APPROVED AS TO FORM


CITY ATTORNEY
City Attorney

Income Statement - 2017 Budget, 2016 Budget, 2015 Actual

For Years Ending June 30

CLEAN & SAFE, INC

	2017 Budget	2016 Budget	2015 Actual
HOLIDAY LIGHTS			
Holiday Lights & Amenities Revenue:			
Contract Income	(1) 518,298	516,336	504,237
Interest Income	0	0	101
Total Holiday Lights & Amenities Revenue	518,298	516,336	504,338
Holiday Lights & Amenities Expenses:			
Sal/Tax/Ben - Downtown Services	38,471	34,556	35,011
Sal/Tax/Ben - Shared Administration	14,532	13,824	14,174
Direct Expenses	(2) 290,722	285,246	270,475
Operating Expenses	8,275	6,726	6,994
City Processing Fee	6,480	6,456	6,303
Bad Debt Expense	7,400	7,400	0
Total Holiday Lights & Amenities Expenses	365,880	354,208	332,957
Increase in Net Assets from Operations	152,418	162,128	171,381
Expenditures from Reserves	(3)		-276,742
Increase (Decrease) in Net Assets (Hol Lghts)	152,418	162,128	-105,361
CLEAN & SAFE DISTRICT			
C&S Revenue:			
Contract Income - C&S Fees	(1) 4,322,826	4,294,986	4,201,082
Contract Income - Other			652
Advertising	0	0	0
Interest Income	9,000	10,000	13,745
Total C&S Revenue	4,331,826	4,304,986	4,215,479
C&S Personnel Expenses:			
Sal/Tax/Ben - Government Relations	135,428	129,648	137,962
Sal/Tax/Ben - Downtown Services	478,381	458,827	461,627
Sal/Tax/Ben - Ambassadors	164,296	165,027	140,948
Sal/Tax/Ben - Communications	110,492	110,181	83,376
Sal/Tax/Ben - Shared Administration	335,655	345,591	339,685
Total C&S Personnel Expenses	(4) 1,224,252	1,209,274	1,163,598
C&S Direct Expenses:			
Direct Expenses - Maintenance	(5) 708,807	704,790	690,972
Direct Expenses - Security	(5) 1,926,598	1,913,453	1,882,099
Direct Expense - Social Services Outreach	0	0	1,278
Direct Expense - Mall	(5) 66,412	64,478	62,600
Direct Expense - Real Change / Spare Change	0	20,000	0
Direct Expenses - Mktg/Retail/Cent City	70,020	82,000	62,433
Direct Expenses - Comm Court	0	0	7,944
Administration Fee	50,000	50,000	50,000
Total C&S Direct Expenses	2,821,837	2,834,721	2,757,326
C&S Operating Expenses:			
Operating Expenses	230,478	198,690	209,554
City Processing Fee	54,045	53,685	52,572
Bad Debt Expense	0	0	0
Donations			4,880
Depreciation Expense	1,200	2,417	2,417
Total C&S Operating Expenses	285,723	254,792	269,423
Total C&S Expenses	4,331,812	4,298,787	4,190,347
Increase in Net Assets from Operations	14	6,199	25,132
Expenditures from Reserves	(3) -182,676		-60,648
Increase (Decrease) in Net Assets (C&S)	-182,662	6,199	-35,516
Combined Increase (Decrease) in Net Assets	-30,244	168,327	-140,877

(1) Inflation factor from City will increase 2017 assessments by 0.57% over 2016

(2) New contract plus allowance for extra expenses

(3) Board to approve 2016 amount at May 2016 meeting

(4) Average increases 3%, full staffing of ambassador positions

(5) Contractual increases for Portland Police and PMMI, Central City Concern and Portland Patrol estimated at inflation rate

Exhibit B - Lighting Scope of Work

~~APPENDIX A~~

PROJECT REQUIREMENTS, TIMELINES AND ROUTINE WORK

A. PROJECT WORK SCOPE REQUIREMENTS

The Company is required to complete the following tasks as needed:

1. Install and remove lights from the tree trunks along the City's "Retail Signature Streets," namely, SW Morrison and Yamhill Streets between Naito Parkway and SW 11th.
2. Install and/or remove lights from any tree in the Project boundary as needed. The reasons for such installations and removals may be, but are not necessarily the result of, the following:
 - i. Tree pruning by the City of Portland that requires removal and/or reinstallation of lights on any given tree;
 - ii. Defective light strings on a tree, whether due to normal string failure, vandalism or any other such cause;
 - iii. The addition of new trees to the Program; and/or
 - iv. The removal of trees from the Program.
3. Monitor all trees within the Project boundary on a daily basis to ensure that they are lit, in good working order, and have no electrical or other problems keeping them from being lit.
4. Fix any electrical issues on any tree within the Project boundary so that all strings on that tree are in working order and are lit.
5. Respond to any complaints by property owners or managers within the Project boundary regarding any issue affecting the trees in the Program. The response should be first to the Project Coordinator and then to the property owner/manager as necessary and as requested by the Project Coordinator.
6. Provide the Project Coordinator with weekly reports regarding the status of any light string outages, any entire tree outages, and any other power issues, along with the estimated time of remediation for any such issues/problems.
7. Maintain an inventory of the total number of trees that are lit with an approximation of the total number of strings used for the Program.
8. Store, as necessary, any light strands or other necessary materials while not in use.

B. PROJECT TIMELINE REQUIREMENTS

Proposers are expected to adhere to the following timelines for this project:

1. No later than October 15 of each contract year, the Company must inspect all light strands (regardless of whether they are newly purchased or already in trees or storage areas) to make sure that the strands are still in working order.
2. No later than October 15 of each contract year, the Company must inspect all power sources to the light strands to ensure that there are no electrical or power issues that would prohibit the light strands from working. Because the power sources are almost always on private property, the Company will be required to work with the private property owner to both inspect the power sources and fix those that are not working for whatever reason.
3. No later than October 21 of each contract year, the Company must replace (or repair) all defective strands and provide the Coordinator with an inventory of (1) the

- approximate number of strands involved in the entire lighting program, and (2) the number and cost of any new strands needed to replace defective strands.
4. By November 1 of each contract year, the Company must complete all Routine Work, as defined above, in order to have all lights within the designated lighting program area fully operational. This includes correcting any power or electrical problems as discovered through the inspection discussed in subsection (2) above. All lights should be turned on by November 1 of each contract year, for the start of the Holiday Season.
 5. By November 1 of each contract year, the Company must provide to the Coordinator a list of any still-existing power source or electrical issues, along with a description of the problem, the proposed solution to fix it, and an expected fix date.
 6. From November 1 through Spring Daylight Savings Time of each contract year, the Company will perform, as needed, all repairs of damaged lights, and it will work with property owners to fix any power or electrical issues in order to keep lights fully operational throughout the Holiday Season.
 7. From Spring Daylight Savings Time to August 31 of each contract year, the Company will be "on call" to provide light strand removal and/or reinstallation as needed. Although Clean & Safe does not anticipate that any strands will need to be removed, the City and/or other quasi-governmental entities have at times requested light strand removal for tree pruning to take place during the Spring and Summer. Clean & Safe does not know when or even if this will occur in each contract year.

C. PROJECT PLANNING/IMPLEMENTATION/REPORTING REQUIREMENTS

1. The Company must provide to Clean & Safe a comprehensive project plan and timeline draft (taking into consideration all aspects of the requirements related to Routine Work).
2. The Company must determine, with prior Clean & Safe approval, the method(s), materials, supplies, equipment and labor needed to accomplish the desired outcomes of this program. The Company must acquire and/or engage all such items.
3. The Company must secure all necessary permits from all governing authorities, Tri-Met and/or any other appropriate entities to ensure complete permitting compliance in the course of all Routine Work, with the exception of the City's Tree Lighting permit, which Clean & Safe will be responsible for..
4. The Company must complete an inventory of existing, reusable lighting products owned and stored by Clean & Safe (per information provided by Clean & Safe) and integrate all existing products where possible.
5. The Company will review and provide to Clean & Safe an updated Holiday Lighting Project Area Map. The Company will update the map to indicate trees that are currently being lit, those added new in each contract year and those removed in of each contract year . This map is used by the Project Coordinator and Company to identify a specific tree's status and/or repair needs.
6. The Company must complete evaluation (incorporating property location information and previous year's electrical issues records, to be provided by Clean & Safe) of all participating properties to document all necessary electrical updates. The Company will coordinate with property owners to complete updates (through electrical vendor of their choice) in a timely manner to complete the Routine Work.
7. The Company, in the course of activities described in this Contract, will document and report to Clean & Safe any pre-existing damage to participating properties prior to beginning work on said property.

8. The Company will immediately report to Clean & Safe and property owners any damage incurred by participating properties during performance of Routine Work. The Company will be fully liable for the cost and/or repair of said damage.
9. The Company must immediately remediate any hazardous or potentially hazardous situation and/or immediately alert appropriate authorities. The Company will report to Clean & Safe any such situation, detailing steps taken for remediation and subsequent outcome.
10. A Crew Foreman/Supervisor responsible for the Crew must be present and on duty at all times during Crew's working hours.
11. The Company will be responsible for securing staging areas as needed for storage of equipment throughout the Project, including securing or all necessary permits to complete Routine Work
12. All equipment and materials must be put away and/or stored (utilizing Company acquired staging area and a storage facility to be provided by Clean & Safe) in an orderly manner between shifts. Work areas must be cleaned and/or restored to order at the completion of work in that area, as appropriate.
13. The Company must maintain weekly tracking sheets for the purpose of reporting to the Coordinator lighting installation, maintenance, replacement and any other activities related to Routine Work.

D. PROJECT MATERIALS & METHODOLOGY REQUIREMENTS

1. The Company must use LED "mini-light" strands to provide lighting in all trees within the Project area.
2. The Company must develop tree "draping" methods that follow any environmental or other lighting strand application regulations outlined in the lighting permit from the City of Portland.
3. The Company must implement the Project in a way that takes into consideration the greatest possible savings and value related to energy consumption resulting from the Project.

The Company must install lighting strands in a way that minimizes impact upon trees while providing a uniform, balanced and aesthetically pleasing lighting effect.

APPENDIX B

PROJECT SCOPE/BOUNDARIES

A. 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 are small, immature trees.
3. Approximately 1/3 are medium-sized trees.
4. Approximately 1/3 are large and mature trees.
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 Contract.

B. District Map (see next page)

APPENDIX B

MAP OF HOLIDAY LIGHTING PROJECT AREA

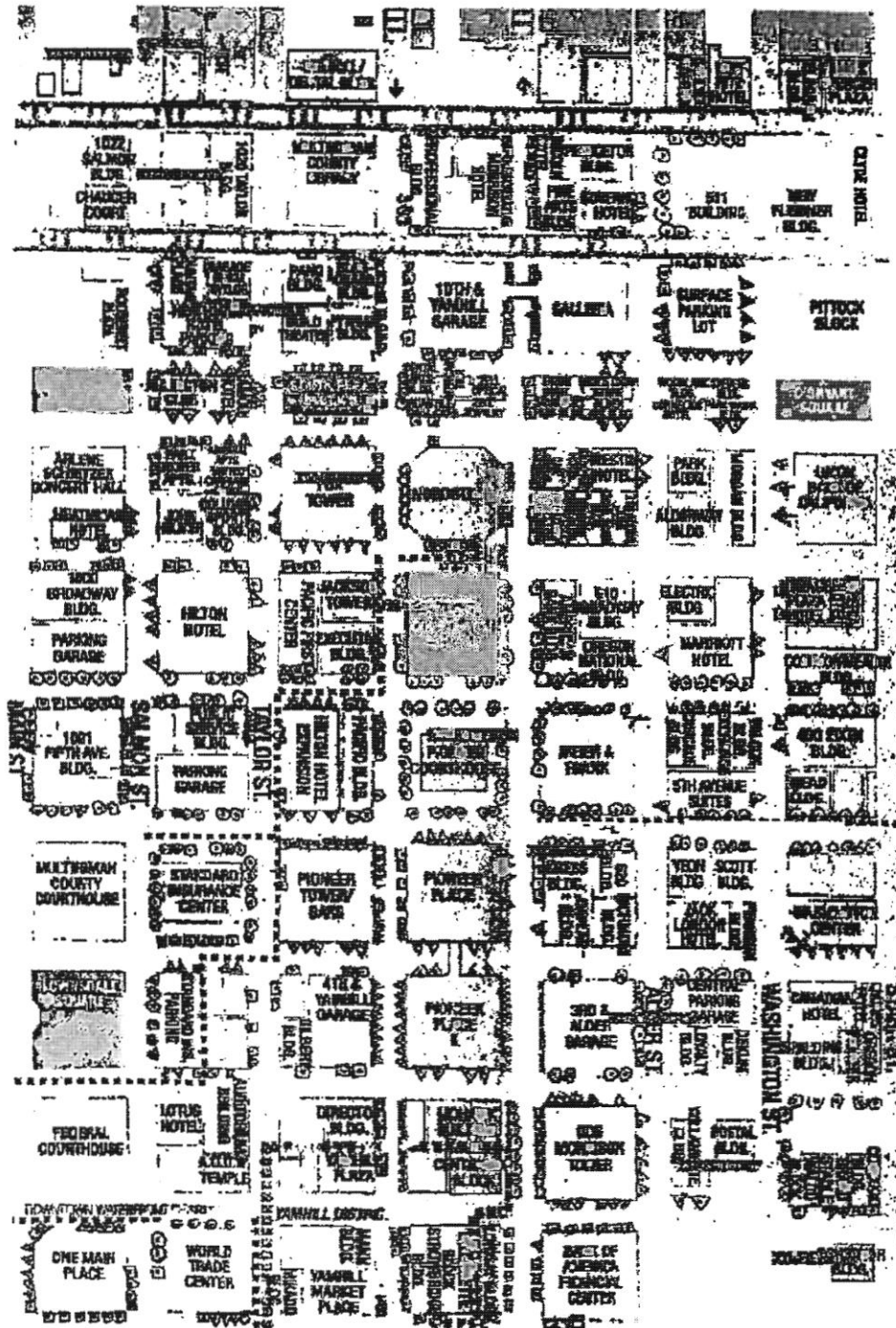


Exhibit C

This page intentionally left blank.

Ordinance No. 188007

* Authorize agreement for Downtown Business District Management Services with Clean and Safe, Inc. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. Pursuant to Chapter 6.06 of the City Code, the City has established a business property management fee within the Downtown Business District. The purpose of the license fee is to provide revenues to fund supplemental cleaning, public safety and business development services within the District. The City Council passed Resolution No. 36857 on April 20, 2011 to extend the current District and the License Fee for a 10 year period.
2. Clean & Safe, Inc. (Clean & Safe) is presently providing such services to the Downtown Business District under an Agreement for Downtown Clean and Safe District Management Services (City Contract No. 51730, approved by Ordinance No 176263) which expires September 30, 2016.
3. Clean & Safe is an Oregon non-profit 501 (c) (3) corporation formed by license fee payers within the District. Clean & Safe is the only qualified contractor under City Code Section 6.06.020 N, which defines a "qualified contractor" as "... a non-profit corporation or other non-profit entity established by property owners or licensees in the District for the purpose of providing services that benefit the District."
4. The services provided for the District are part of a unique and coordinated program that Clean & Safe provides at the District's request. There is no other "qualified contractor" with the experience, expertise and capability of Clean & Safe. Therefore, it is appropriate for the City to enter into an agreement with Clean & Safe for such service and Clean & Safe is willing to contract to provide the services.
5. In accordance with City Code 5.33.120.C, a Sole Source Procurement Notice was published on August 19, 2016 and remained posted for a minimum of seven (7) business days. No responses were received to the public notification of the intent to award a sole source contract.

NOW, THEREFORE, the Council directs:

- a. The Mayor and the City Auditor are authorized to execute an agreement with Clean & Safe, Inc. to manage and provide certain Downtown Business District services, in substantially the form attached to this Ordinance as Exhibit A.

- b. To the extent that any services to be provided by Clean & Safe would otherwise have to be bid pursuant to ORS Chapter 279, the City Council, acting in its capacity as the Local Contract Review Board, hereby declares this contract to be exempt.

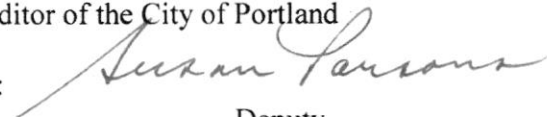
Section 2. The Council declares that an emergency exists because a delay will prevent the Revenue Division from disbursing revenues collected from the 577 license year 2016-2017 bills issued on August 1, 2016, and due October 1, 2016; therefore, this Ordinance shall be in force and effective from and after its passage by Council.

Passed by the Council: SEP 28 2016

Mayor Charlie Hales
Prepared by: Terri Williams
Date Prepared: August 30, 2016

Mary Hull Caballero
Auditor of the City of Portland

By:


Deputy

- b. To the extent that any services to be provided by Clean & Safe would otherwise have to be bid pursuant to ORS Chapter 279, the City Council, acting in its capacity as the Local Contract Review Board, hereby declares this contract to be exempt.

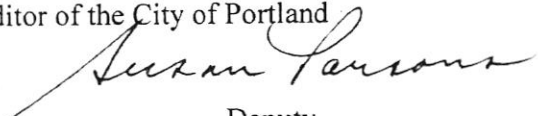
Section 2. The Council declares that an emergency exists because a delay will prevent the Revenue Division from disbursing revenues collected from the 577 license year 2016-2017 bills issued on August 1, 2016, and due October 1, 2016; therefore, this Ordinance shall be in force and effective from and after its passage by Council.

Passed by the Council: SEP 28 2016

Mayor Charlie Hales
Prepared by: Terri Williams
Date Prepared: August 30, 2016

Mary Hull Caballero
Auditor of the City of Portland

By:


Deputy



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Northwest 2701 NW Vaughn St., Suite 340 Portland OR 97210	CONTACT NAME: Lance Lewis PHONE (A/C, No, Ext): (503) 274-6511 E-MAIL ADDRESS: llewis@bbnw.com FAX (A/C, No): (503) 274-6524
INSURED Portland Business Alliance Clean & Safe, Inc. 200 SW Market St, Suite 150 Portland OR 97201	INSURER(S) AFFORDING COVERAGE INSURER A :SAIF Corporation INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 36196

COVERAGES

CERTIFICATE NUMBER:CL16111048073

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	944398	10/1/2016	10/1/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Portland 1221 SW 4th Avenue Rm 110 Portland, OR 97204	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Lance Lewis/RACHHE
---	--

© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

ENH
R022DATE (MM/DD/YYYY)
11/3/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BROWN & BROWN NORTHWEST/PHS 706925 P: (866) 467-8730 F: (888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME:	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS:		
INSURED PORTLAND BUSINESS ALLIANCE/Clean & Safe 200 SW MARKET ST STE 150 PORTLAND OR 97201	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: Sentinel Ins Co LTD		11000
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR HYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			52 SBA VZ6320 APPROVED AS TO FORM <i>[Signature]</i>	11/17/2016	11/17/2017	EACH OCCURRENCE	\$2,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	X General Liab	X					MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$2,000,000
	POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$4,000,000
A	AUTOMOBILE LIABILITY			52 SBA VZ6320 CITY ATTORNEY 11/14/16	11/17/2016	11/17/2017	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
	X HIRED AUTOS ONLY	X					BODILY INJURY (Per accident)	\$
		SCHEDULED AUTOS NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
A	UMBRELLA LIAB	X		52 SBA VZ6320	11/17/2016	11/17/2017	EACH OCCURRENCE	\$4,000,000
	EXCESS LIAB						AGGREGATE	\$4,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					PER STATUTE	OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. City of Portland, officers, agents, and employees are an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF PORTLAND
1221 SW 4TH AVE RM 110
PORTLAND, OR 97204

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tae Taillon

© 1988-2015 ACORD CORPORATION. All rights reserved.