

**Supplement 1 to
Contract No. 30007911
for Enhanced Service District Management Services
Between City of Portland and The Clean and Safe, Inc.**

**Updated Exhibits B and C, respectively,
ESD Scope of Work and City Basic Services for
Period October 1, 2023 – September 30, 2024**

This Supplement to Contract is authorized by City Ordinance No. 190566.

The Effective Date of this Supplement to the Contract is July 1, 2024. The purpose of this Supplement to Contract is to revise the Contractor's Scope of Work (Exhibit B) and the City's Scope of Work (Exhibit C) and replace them in their entirety. Updated Exhibits B and C are attached.

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

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


Signature: Michael Jordan
Date: July 12, 2024

Digitally signed by Michael
Jordan
Date: 2024.07.12 08:38:04 -0700

Approved as
to Form - LLaw

Digitally signed by
Approved as to Form -
LLaw
Date: 2024.07.31 19:17:45
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Received/Agreed by: Mark Wells, Executive Director, Clean and Safe, Inc.

Signature: 
Date: 07.03.2024

**Update to Exhibit B
Statement of Work**

**Downtown Portland Clean & Safe ENHANCED SERVICE DISTRICT
Annual Statement of Work
October 1, 2023 – September 30, 2024**

for the Contract

**for Enhanced Service District Management Services
Between City of Portland and Clean and 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"), and agreed to with the City of Portland ("City"). The Executive Director of Clean & Safe will supervise the Downtown Services Program. This Annual Statement of Work applies to services during the October 1, 2023 – September 30, 2024, District license year.

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

- The Downtown Clean & Safe Program (public safety, janitorial, community health outreach, 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).

As described in further detail below, the Downtown Services Program will also perform city and community relations, and carry out all administrative duties in overseeing District services.

The Downtown Clean and Safe Program will provide the following services:

I. Enhanced Service District Evaluation.

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

II. Public Safety Program

A. Downtown Clean and Safe Safety Coordinators ("Clean & Safe Safety Coordinators") position overview:

1. Provide a presence of public safety on the street and sidewalks within the District by walking foot beats and performing bicycle patrols to observe, report, and mitigate street disorder;
2. At the request of the Portland Police Bureau (PPB), 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 help 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, Clean & Safe Safety Coordinators shall:

1. Provide a presence of safety in the areas within the District by conducting vehicle and, bicycle, and walking patrols assigned by the Shift Supervisor based on reported areas of high rates of crimes and calls for service;
2. Respond to qualifying calls for service in both the public rights-of-way and in publicly accessible areas of private property to include lobby areas, patron ordering and waiting areas, and general public retail spaces. At no time may a Safety Coordinator enter private property that is not open and accessible to the general public;
3. Attempt to stop criminal conduct and street disorder whenever possible by observing and reporting such conduct and disorder to PPB;
4. Report criminal activities to the PPB, avoiding participation in arrests or criminal investigations except in an emergency; or when:
5. Engage in problem-solving at the request of the PPB and community policy strategies;
6. Maintain a daily log and file incident reports;

7. Be either armed or unarmed Safety Coordinator, uniformed, and radio-equipped to communicate with Shift Supervisors, PPB officers and other public agencies as required;

a) At no time will more than four (4) Clean & Safe Safety Coordinators be armed;

8. Abide by Oregon State law and Department of Public Safety Standards and Training ("DPSST") certification standards applicable to private security; and,

9. Clean and Safe commits to working with the City of Portland Enhanced Service District Coordinator to examine the need for further training beyond DPSST certification standards, specially in de-escalation techniques, mental health crisis response, trauma-informed care interventions, and social service safety net referrals.

C. The Clean & Safe Safety Coordinators shall be under the direction of the following personnel:

1. Shift Supervisors. The Shift Supervisors shall:

a) Assign day-to-day responsibilities for the Clean & Safe Safety Coordinators on duty;

b) Responsible for scheduling, performance reports, continuing in-service training, crew and program evaluation, and disciplinary actions;

c) Armed or unarmed, uniformed and radio-equipped to communicate and allow contact with the PPB Clean and Safe Officers through the District communications center, as well as having access to a vehicle to facilitate quick response times for calls for service; and

d) Full-time with salary based on a 40-hour work week.

2. Site Manager (SM). The SM shall:

a) Supervise the Shift Supervisors;

b) Provide shift relief to the Shift Supervisor as necessary;

c) Attend planning meetings with District personnel and other downtown stakeholders; and,

d) Oversee the receipt and investigation of citizen complaints regarding Clean & Safe Safety Coordinators in accordance with Section X, Subsection K of this Contract.

D. Portland Police Bureau Clean and Safe Officers. Clean & Safe funds four (4) PPB Clean and Safe Officers via a separate contract with the PPB. Contract No. 30008077 was last amended via Ordinance 188439 and expires June 30, 2025. Clean & Safe and the City of Portland commit to collaborating toward the providing of adequately funded public safety personnel, programs, and initiatives in downtown over the next five (5) years. The PPB Clean and Safe Officers shall provide a presence of safety within the District by:

1. Working bicycle patrols focused on areas of high reported calls for service and crime;
2. Working with and assisting Clean & Safe Safety Coordinators and other PPB District Safety Coordinators to address public safety problems;
3. Engaging in problem solving and community policing activities to enhance District crime and disorder prevention services;
4. Be armed, uniformed, and radio-equipped to communicate with Shift Supervisors, Clean & Safe Safety Coordinators and other service agencies and work 40 hours per week.

E. PPB Clean and Safe Officers shall be under the direction of the following personnel:

1. Coordinated supervision and oversight provided by Shift Supervisor and a PPB Sergeant designated by the Central Precinct Commander.
2. Overall command of the PPB Clean and Safe Officers will always remain with the PPB.

F. Operations of the Public Safety Program shall generally be carried out as follows:

1. All Shift Supervisors and Clean & Safe Safety Coordinators will wear appropriate uniforms with the Clean and Safe insignia that are clearly distinct from PPB officer uniforms, clearly visible nametags, and maintain a neat and clean appearance.
2. All Shift Supervisors and Clean & Safe Safety Coordinators will carry business cards and distribute them during interactions or upon request. These business cards shall include their name, their affiliation as a Clean & Safe contract employee, and directions on how to contact Clean & Safe to request information or file a complaint or commendation.
3. A Clean & Safe Safety Coordinator shall be on duty to monitor the central dispatch, handle filing activities, input incidents and activity data, answer questions and route information to and from the public.
4. Shift Supervisors shall also maintain direct contact with the District's Janitorial Supervisor to ensure the coordination of security and cleaning efforts.

5. Clean & Safe Safety Coordinators and Shift Supervisors shall be courteous and professional and conduct their duties in an appropriate manner to generate a positive image to the public.

6. Public Safety Program hours of operation shall generally be as follows:

- a) Day Shift schedule will be 6:00 am to 2:30 pm and shall include one (1) Shift Supervisor and approximately four (4) Safety Coordinators
- b) Afternoon Shift schedule will be 2:00 pm to 10:30 pm and shall include one (1) Shift Supervisor and approximately four (4) Safety Coordinators
- c) Night Shift will be from 10:00 pm to 6:30 am and shall include one (1) Shift Supervisor and approximately four (4) Safety Coordinators

7. Four (4) contracted PPB Clean and Safe Officers will work four (4) ten (10) hour shifts, Monday through Friday. It is understood that specific work assignments, shift schedule and patrol area are determined by Central Precinct command staff for each shift and patrol district based on factors including but not limited to:

- a) Number of calls for service within each police patrol district
- b) Priority calls for service
- c) Time of day
- d) Day of week
- e) Geographic factors
- f) Planned or unplanned emergency events and other community public safety situations; and
- g) Other law enforcement and public safety factors

8. PPB will notify Downtown Clean and Safe (Clean & Safe) if they are unable to fill one or more Officers for more than 30 days to ensure payment compliance with Contract Number: 30008077

9. Patrol routes will be configured for more frequent coverage in areas of high pedestrian activity and high rates of calls for service and crime. Deployment strategies will vary based on changes in pedestrian traffic, high rates of calls for service and crime, and special events.

G. Multnomah County District Attorney Administrative Support is as follows:

1. Clean & Safe employs a Downtown District Attorney Administrative Aid ("DDAAid"). The DDAAid provides administrative support to the Multnomah County District Attorney's Office for its community services benefiting citizens and residents within the District.

2. The DDAid position has no prosecution authority. This role is solely to serve as an administrative resource for the PPB and a subject matter expert for the Multnomah County District Attorney.

III. Healthy Sidewalk Program

A. Sidewalk Ambassador position overview:

1. Sidewalk Ambassadors provide a friendly first point of contact with members of the community and tourists for the Clean & Safe's Healthy Sidewalk Program.
2. Clean & Safe will make its best efforts to provide at least two (2) full-time employee (FTE) Sidewalk Ambassadors year-round and will hire additional staff for the busy "Summer Season."
3. Sidewalk Ambassadors provide community members and tourists with directions and wayfinding, recommendations on events and happenings, and also help with basic questions on how to navigate the city.
4. Sidewalk Ambassadors will serve as additional eyes and ears for the District's community safety and mental health services programs.

B. In performance of their duties, Sidewalk Ambassadors shall:

1. Be equipped with a mobile phone and mobile bike kiosks and receive additional training in first aid, CPR, and trauma-informed mental health training.
2. Sidewalk Ambassadors shall be unarmed at all times.
3. Be equipped with brochures, maps, and other community resources and will have knowledge of how to navigate the parking systems, transit system, walking and hiking trails, as well as bike routes.
4. Be able to provide information about cultural institutions, museums, and special events downtown.
5. Provide a friendly face to help people navigate the city and enjoy their time Downtown.
6. Facilitate community access to social services and agencies through a range of activities such as outreach, community education, informal counseling, social support, and advocacy.
7. Maintain a positive and trusting relationship with community members on the sidewalks and streets of Portland that is person-centered, strengths-bases, and trauma-informed.
8. Provide the general public with City and County resources by sharing information on the 311 program.

9. Wear the uniform and insignias to identify them as Sidewalk Ambassadors with the Downtown Services Program and Clean and Safe distinct.
10. Maintain a neat and clean appearance and conduct duties in an orderly manner with a high degree of courtesy and politeness.
11. Report cleaning and safety issues in the District to appropriate personnel.

IV. Community Health Outreach Program

A. Clean & Safe will fund a Community Health Outreach Team consisting of at least two (2) Community Health Outreach Workers (CHOWs) and will make every effort to retain this team. Clean & Safe and the City of Portland's Enhanced Services District Program will review data on the community health needs of Downtown Portland annually to assess the need for changes to the size and scope of the Community Health Outreach Program.

B. Community Health Outreach Worker position overview:

1. Accompany Janitorial Workers in their routine patrols to pick up and dispose of trash at campsites through the Downtown Portland area that have been identified by Janitorial Program.
2. Assist Program Coordinator with service calls to specific camps not part of routine patrols and provide support when additional services are needed in specific camps.
3. Work to build relationships and trust with individuals experiencing houselessness and offer connection to medical, behavioral, and mental health resources based on the individual's stated needs and interests.
4. Conduct brief informal assessments to determine which culturally appropriate health services will best meet individual needs and assist individuals in connecting to those services.
 - a) Connection assistance will include completion of intake processes in the field, transportation of individuals, accompanying individuals to initial appointments, and follow up with individuals to ensure that their goals and needs are met.
5. In the event that highly vulnerable individuals are encountered in the course of outreach, CHOWs will work to connect those individuals with programs meant to address their vulnerability.
6. While engaging in outreach, if a CHOW is harassed or threatened, the CHOW will immediately leave the area. The CHOW will return to the area once the CHOW feels it is safe, or with police presence.

7. Clean & Safe commits to working with the City of Portland ESD Coordinator to examine the need for specific additional training for CHOW personnel regarding de-escalation techniques, mental health crisis response, trauma-informed care interventions, and social service safety net referrals.

V. Janitorial Program

A. Clean & Safe will fund Janitorial Workers who shall patrol the areas within the District to perform various cleaning services.

B. Janitorial Workers position overview:

1. Perform sweeping throughout the District.
2. Remove stains and pressure wash all District blocks unless otherwise covered by alternative contracted cleaning services (e.g., light rail/bus mall sidewalks).
3. Remove debris and weeds from sidewalks and tree wells, Portland Streetcar Stations, and other areas.
4. Perform 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 consistent cleanliness.
5. Janitorial Workers will not be responsible for cleaning biohazards (including any body fluids or parts) or other items related to a significant human injury, death, suicide (or attempt), or crime scene. The on-duty Cleaning Supervisor and/or the Clean and Safe Operations Director will maintain discretionary decision making on cleaning calls related to the above situations or any situation deemed traumatic for staff. The City of Portland is responsible for contracting the above cleaning categories or when a situation or scene is deemed too traumatic for cleaning staff.

C. Special Projects Crew

1. Perform special cleaning jobs such as graffiti removal on private property located immediately next to public right-of-way that is easily accessible, and only between street level and eight (8) feet vertically above street level.
2. Work ten (10) hour shifts, four (4) days a week with staggered starting times.
3. Be equipped for communication with the Business Director, Business Manager, and Supervisors.
4. Be equipped with a truck, pressure washer, detergents, brooms, brushes, ladders, tools, squeegees, buckets, and other appropriate tools.

- D. Bicycle Janitors position overview:**
1. Be equipped for communication with the Business Director, Business Manager, and Supervisor.
 2. Work eight (8) hour shifts Monday through Sunday.
 3. Ride a specially outfitted bicycle that is equipped with a 5-gallon water tank and cleaning tools.
 4. Perform duties that include, but are not limited to, biohazard clean-ups such as removal of feces, urine, vomit, and needles.
- E. Management and Operations**
1. Clean & Safe will deploy a leased truck with a minimum of one cleaner/driver to pick up bagged garbage throughout the District.
 2. The Janitorial Workers, Bicycle Janitors, and Special Projects Crew shall be under the direction of the following personnel provided by Clean & Safe:
 - a) **Business Director**
 - (1) Responsible for the overall performance of the Janitorial Program.
 - (2) Attend meetings with District employees and stakeholders.
 - (3) Be appropriately dressed and communications-equipped to allow contact at all times with Janitorial Workers, Bicycle Janitors, and Special Projects Crew, as well as having access to a vehicle to facilitate quick response times for calls for service.
 - (4) Be a FTE with a salary based on a 40-hour week.
 - b) **Business Manager**
 - (1) Assign day-to-day responsibilities for the Janitorial Workers, Bicycle Janitors, and Special Projects Crew on duty.
 - (2) Be responsible for scheduling, performance reports, continuing in-service training, crew and program evaluation, and disciplinary action.
 - (3) Maintain and operate a community-based system for efficient reporting and tracking of janitorial needs in the District.
 - (4) Be appropriately dressed and communications-equipped to allow contact at all times with the Janitorial Workers, Bicycle Janitors, and Special Projects Crew, as well as have access to a vehicle to facilitate quick response times for calls for service

- (5) Be a FTE with a salary based on a 40-hour week.
 - c) Supervisor
 - (1) Supervise the Janitorial Workers, Bicycle Janitors, and the Special Projects Crew.
 - (2) Survey and monitor the District for quality control purposes.
 - (3) Be a FTE with a salary based on a 40-hour week.
- 3. The Janitorial Program will primarily hire from the formerly houseless population within the District.
- 4. All Janitorial Workers, Bicycle Janitors, and Special Project Crew members will wear uniforms and insignias to identify them as with Clean & Safe and the Downtown Services Program, maintain a neat and clean appearance, and conduct their duties in an orderly manner with a high degree of courtesy and politeness as to be please to the public.
- 5. General Scope of Cleaning Services
 - a) Special Projects Mobile Cleaners – (2.0 FTE)
 - (1) These cleaners will drive the large Isuzu truck around the district and perform cleaning duties. These employees perform daily morning cleanup routine with security officers and/or NRT officers. Other main duties include large item pickup, larger cleanups, large graffiti removal and disposal of items.
 - b) Mobile Trash Cleaner – (3.0 FTE)
 - (1) Three Mobile Trash Cleaners will operate Monday through Friday between the hours 4:00 AM -12:30 PM, 930 AM – 500 PM and 1-9PM. These employees will be equipped with a truck, cell phone and supplies needed to perform cleaning duties. The main focus of these employees will be to drive entire grid of city remove any green bags, large/big items and any visible trash.
 - c) Temporary Trainees Sidewalk Cleaners – (8.0 FTE)
 - (1) These employees are part of the homeless-to-work training program. These positions are a steppingstone for formerly houseless individuals to get permanent employment. These participants learn soft skills necessary for success in various work environments, including ability to work on a team and individually, decision making and appropriate workplace behavior and boundaries. The duties for these positions include trash/debris cleanup, bio-hazard cleanup, and graffiti removal.
 - d) Sidewalk Cleaners/Trainers – (2.0 FTE)

- (1) These employees are responsible for cleaning up trash/debris, bio-hazard removal, and graffiti removal in assigned zones. These two positions are responsible for training all new temporary trainee sidewalk cleaners.
- e) **Bicycle Cleaners – (5.0 FTE)**
 - (1) Five Bicycle Cleaners will follow predetermined cleaning schedules in the main areas of the Clean and Safe District. The Bicycle Cleaners will operate 7 days a week between the hours of 4:00 AM to 5:30 PM. These employees will be equipped with a bicycle, cell phone and supplies needed to perform cleaning duties.
- f) **Pressure Washers – (3.0 FTE)**
 - (1) Two Pressure Washers will operate 7 days a week between the hours of 9:00 PM and 5:30AM and will be equipped with a truck, pressure washer, cell phone and supplies needed to perform cleaning duties. The pressure washers will follow predetermined cleaning routes. The third pressure washer works on the Max loop, but is paid for by Clean and Safe, for in-kind services defined in the contract.
- g) **Management Team – (2.0 FTE)**
 - (1) 1.5 supervisor, 0.3 business manager and 0.2 Director will be needed to fulfill the needs of this contract. The management team is responsible for fulfilling all aspects of this contract.

VI. Crow Abatement

- A. When Clean & Safe deems necessary, Clean & Safe will contract with a falconry-based crow abatement program for a sustainable, natural, and non-lethal method of crow abatement in approximately 72 blocks of the central Downtown Portland core.
- B. Crow abatement runs from November through April to drive crows from the Downtown Portland core and to avoid crows congregating overnight in the central core and leaving an unsightly and unhygienic mess on the sidewalks, benches, parking meters, garbage receptacles, lamp posts, and parked vehicles of this area.
- C. Clean & Safe will evaluate the effectiveness of the Crow Abatement Program annually with the City of Portland Enhanced Services District Coordinator.

VII. 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 Portland Metro Chamber's Downtown Marketing Initiative and the Downtown Retail Advocate.

B. The Downtown Retail Development Program will include, pending staffing resources and continuation of the City funding a "Downtown Retail Advocate" position:

1. Work with the Downtown Retail Council, the City, Prosper Portland, the Downtown Retail Advocate, the Downtown Marketing Initiative, Travel Portland, and other community partners to implement action items encouraging retail development, retention, and recruitment as outlined in the 2009 Downtown Retail Strategy or any subsequent updates.
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. Promote a healthy downtown retail climate, while promoting a diverse 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 Downtown Retail Development Program 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 Prosper Portland and the Downtown Retail Advocate.

5. Assisting the Downtown Retail Advocate and the brokerage community in downtown retail recruitment efforts with a focus on local and regional businesses. In particular, recruiting minority and woman owned businesses. The Retail Advocate will stay abreast of national recruitment efforts and programs.

6. Coordinate 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 marking retail and downtown vitality.

E. The Downtown Retail Development Program shall perform communications functions for the District utilizing electronic and print collateral, as well as social media designed to generate awareness of the Downtown Service Program and increase utilization of those services.

F. The Downtown Retail Development Program shall administer all phases of the holiday lighting program for the retail centers in the city, 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 1 through the end of February and will light approximately 764 trees.

G. Coordinate additional sidewalk amenities including wayfinding, banners, garbage cans, news racks, etc. to support clean and organized public spaces.

VIII. 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 Portland's Central City retail, office and housing development (such as Stakeholder Advocacy Committees of Prospect Portland, neighborhood advocacy committees, and the Old Town/Chinatown Business Committee) as well as staffing of the Portland Metro Chamber's Central City Standing Committee and related task forces.

B. The Downtown Economic Development Program will include:

1. Conducting market research to develop an understanding of the Central City market and drive economic development, marketing, and retail efforts.
2. Working with government entities to overcome identified obstacles to business development.
3. Identify 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 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. Using technological methods, tracking over time pedestrians at key downtown locations in the District to determine foot traffic patterns and assist the brokerage community with locating appropriate street-level retail opportunities for their clients.

IX. City and Community Relations

A. Clean & Safe will maintain a collaborative working relations with the City to promote a clean and welcoming environment for all members of the community, along with a healthy and accessible business climate.

B. Clean & Safe will proactively maintain strong collaborative relationships with diverse downtown stakeholders to promote frequent and consistent input into the Downtown Services Program provided by:

1. Collaborating with the City of Portland Enhanced Services District Coordinator and other City officials to work with downtown stakeholders, including BIPOC, houseless, and other historically underserved and marginalized communities through committees, task forces, and other outreach to ensure consistent input from impacted communities.
2. Analyzing public policy initiatives by the City and other local governments to measure and communicate their impact on downtown.
3. Coordinating Clean & Safe's ongoing participation in the maintenance and improvement of the City of Portland Downtown Enhanced Services District Program and related policies, such as, and including the healthy business toolkit program.

4. Preparing regular and on-going updates regarding policy initiatives related to downtown Portland and the District for the Clean & Safe Board of Directors.
5. Assisting the City with maintaining consistent input from downtown Portland stakeholders.
6. Ensuring that Clean & Safe meets all of its periodic disclosure requirements to the City.

X. Administration, Transparency, and Accountability

A. Employment and Retention of Contractors

1. Clean & Safe shall employ personnel or retain contractors to provide all management and carry out all administrative duties necessary in overseeing the Downtown Services Program.

B. Board of Directors

1. The Clean & Safe Board of Directors shall be responsible for employing or contracting for personnel necessary to carry out the Downtown Services Program and for making determinations regarding qualifications and experience.
2. The Clean & Safe Board of Directors shall provide funds for adequate operating facilities including telephones, printing, and delivery services necessary to enable required personnel to be efficient and operate in a professional manner.

C. Fiduciary Accountability

1. Clean & Safe shall establish a financial management system that allows the tracking and documentation of all expenses incurred in carrying out the Downtown Services Program including:
 - a) A chart of accounts to provide for the proper financial statement classification of payments made in the performance of the services related to the Downtown Services Program
 - b) 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.
 - c) 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.

- d) Personally records, payroll records, and time reporting information to the extent required by organizational policy for personnel employed herein.
- e) Monthly financial reports that include information about the Downtown Services Program including budget versus actual comparisons.
- f) 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 included the reporting for the District) for the year then needed.

D. EDS Program Support

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

E. Transparency

- 1. Clean & Safe will provide monthly financial statements to City of Portland Enhanced Services District Coordinator at monthly Clean & Safe Board meetings.
 - a) The City of Portland Enhanced Services District Coordinator will be given access to Clean & Safe financial records and contracts upon request.
- 2. Clean & Safe will conduct a third party financial and contracting audit each year by an agreed upon third party and provide results of the audit to the City of Portland Enhanced Services District Coordinator.
- 3. Clean & Safe will provide a monthly report on the public safety and community health programs to the City of Portland Enhanced Services Coordinator and the current Public Safety Manager with the Commissioner in charge of PPB, which will include:
 - a) Safety Coordinator and Community Health Outreach Program calls for services by category, interactions with the public, and numbers of referrals to Portland Police Bureau, Portland Fire and Rescue, and other relevant public or private organizations.
 - b) List of complaints and commendations received regarding activities of Safety Coordinators, including summaries of any investigations and findings related to said complaints.
 - c) Uses of force by or against Safety Coordinators.

4. Clean & Safe will maintain information on how to file a commendation or complaint regarding the activities of Clean & Safe Safety Coordinators in an easily accessible place on the organization's website. This will include:

- a) Information on how to file a complaint with Clean & Safe.**
- b) Information on how to file a complaint directly with DPSST.**
- c) Upon receipt of a citizen complaint regarding Clean & Safe Safety Coordinators, the SM will perform an investigation that will include interviews of complaints, witness(es), and involved personnel of the vendor retained by Clean & Safe to perform the Public Safety Program (including involved Clean & Safe Safety Coordinators). The SM will make a finding upon completion of the investigation and if allegations are sustained, will articulate plans to remediate (such as policy changes, training, etc.). If the SM finds that the Clean & Safe Safety Coordinator committed violations of applicable DPSST standards of laws, the SM will recommend that a complaint be filed with DPSST. On a monthly basis, the SM will send a summary report of citizen complaints and results of the corresponding investigations to the Executive Director of Clean & Safe, who will forward a copy to the Commissioner in Charge of the Portland Police Bureau and the City of Portland Enhanced Services District Coordinator.**

5. The Commissioner in Charge of Portland Police Bureau and the City of Portland Enhanced Services District Coordinator reserve the right to review investigations, file complaints with the DPSST, or recommend the remediation or removal of a Clean & Safe Safety Coordinator.

6. Clean & Safe will provide a monthly report on the Janitorial Program to the City of Portland Enhanced Services District Coordinator.

7. Clean & Safe will provide an annual report to the City of Portland Enhanced Services District Coordinator, make the report publicly available, and present the report to City Council at least once per fiscal year. This annual report will include:

- a) Financial information such as a statement of financial position, statement of activities, statement of functional expenses, and statement of cash flows.**
- b) Descriptions of programs, including relevant statistics to aid in highlighting each program's scope and effectiveness.**
- c) Descriptions of activities related to stakeholder outreach and engagement.**
- d) Information as agreed upon by Clean & Safe and the City of Portland Enhanced Services District Coordinator.**

F. Accountability

1. Clean & Safe and the City of Portland may submit a concern or complaint about each party's service commitments details in their respective scopes of work. Concerns or complaints must be sent, in writing, to the City of Portland Enhanced Services District Coordinator. Upon receipt, the City of Portland Enhanced Services District Coordinator will have fifteen (15) business days to review and formally respond. In the event of a written complaint, both parties agree to work with the City of Portland Enhanced Services District Coordinator to reach a joint resolution based on the scopes of work.
2. Clean & Safe will follow and comply with the City of Portland Sustainable Procurement Policy.
3. The City of Portland Enhanced Services District Coordinator will serve as an ex-officio non-voting member of the Clean & Safe Board of Directors.

XI. City of Portland Park Management Program

- A. Clean & Safe currently partners with the City of Portland Parks and Recreation Bureau (PP&R) on a one-year pilot project (July 2024 – June 2025) at Director Park to provide placemaking, event promotions, extra private security, and cleaning services. This project is to supplement, and not replace, the basic services agreed by the PP&R in the most recent City/Clean & Safe contract #30007911 (Exhibit C, Section I, Subsect C).
- B. If Clean & Safe enters into a similar agreement with Darcelle XV (formerly O'Bryan Square) or any other PP&R owned and operated by the City of Portland, PP&R will ensure all similar agreements are met as in Exhibit C, Section I, Subsect C.

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**Update to Exhibit C
City Basic Services**

**Enhanced Service District Annual City Basic Services
October 1, 2023 – September 30, 2024**

for the Contract

**for Enhanced Service District Management Services
Between City of Portland and Downtown Portland Clean & Safe**

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

Except as otherwise provided in this Contract, and within the limitation imposed by the City Charter and Oregon Law, and subject to annual City fiscal year budget availability, during the July 1, 2023 - June 30, 2024, District license year, the City will strive to maintain public services with the District at the following activity levels:

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I. Basic Services

A. Bureau of Planning and Sustainability (BPS)

1. BPS Public Trash Cans
 - a) Trash can collection occurs 7 days per week.
2. BPS Public Trash Can Maintenance and Graffiti Removal
 - a) Graffiti abatement and maintenance such as repairing broken locks, replacing stolen bins, etc. is conducted within 1 week of reporting by the ESD or members of the public via calling, "311." Reporting of graffiti, vandalism, and other issues relating to BPS trash cans can also be done online via this webpage: www.portland.gov/bps/public-trash-cans/public-trash-can-report. Trash cans damaged by vandalism may need replacement. ESD may request a trash can be removed if it is beyond acceptable aesthetic condition due to vandalism or age.
3. Graffiti Abatement on Private Property
 - a) Graffiti abatement on private property requires an agreement between the City and private property owner and consists of the following options:
 - (1) BPS supplying private property owner with graffiti removal supplies, as supply and budget allow. Private property owner must request supplies and can do so via this webpage: www.portland.gov/bps/graffiti/volunteer
 - (2) BPS may offer limited graffiti removal services at no cost or reduced cost to residents, small businesses, and non-profit organizations who meet eligibility requirements. Please review eligibility at this webpage: www.portland.gov/bps/graffiti/about-graffiti. Private property owners must review eligibility and if criterion is met, must then request graffiti abatement services from BPS via this webpage: www.portland.gov/bps/graffiti/request-services.
 - b) *The City of Portland's Graffiti Program does not guarantee graffiti removal assistance for all circumstances and locations.*

B. Portland Bureau of Transportation (PBOT)

1. Streets and Right-of-Way
 - a) PBOT will maintain all street resurfacing, signage, signals/signal cabinets, striping, paving crosswalks, bike lanes, light poles, parking meters, and public garages.

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

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

2. Resurfacing and Paving

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

3. Striping of Right-of-Way

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

4. Signals and Signal Cabinets

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

5. Crosswalks

a) To be maintained such that they are functional and safe.

6. Light Poles

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

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

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

8. Parking Meters

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

9. Bike Lanes

- a) To be maintained such that they are functional and safe.
- 10. Street Sweeping
 - a) To occur on arterial and collector streets only and at a minimum of 3x/weekly during summer months, 5x/weekly during fall months, and 1x/weekly during other seasons. Work is typically performed overnight.
 - b) PBOT will strive to coordinate street sweeping with ESD to maximize their resources.
- 11. Parking Enforcement
 - a) *Parking Enforcement patrols to occur daily.*
- 12. Junk Auto and RV Removal
 - a) For unoccupied or abandoned RVs and vehicles, removal occurs within approximately 10 days of reporting.
 - b) For occupied RVs and vehicles, houseless camp removal is done as part of the Street Service Coordination Center. Priority is based on many factors – size, trash, criminal activity, Safe Route to School, ADA access, etc. Furthermore, there is no set timeline for removal.
- 13. Parking Garages
 - a) Graffiti Abatement
 - (1) Proactive monthly graffiti inspections and abatement are done by contractor (Brothers IC, LLC). Additionally, City can request spot locations for removal within 5 days. Graffiti containing sensitive messages (e.g., hateful, racist) is addressed within 1 day.
 - b) *PARCS Repairs and Replacements*
 - (1) Repairs to PARCS are conducted on an “as needed” basis and is included in SP+ contract.
 - (2) Replacement with new PARCS are conducted on an “as needed” basis and all PARCS are slated to be replaced in Q1 and Q2 of 2024.
 - c) Janitorial Services
 - (1) Janitorial services are provided by SP+ daily, 7 days a week.
- 14. ESD may request proactive graffiti abatement in advance of planned events. Notice must be given at least one week prior to event. ESD may also request proactive graffiti abatement in advance of a press conference. Notice must be given at least 24 hours prior to press conference. To provide notice, please email PBOT liaison directly.

15. *PBOT maintenance is pursuant to applicable City transportation administrative rules. For further details, please see www.portland.gov/policies/transportation.*

C. Portland Parks and Recreation (PPR)

1. Litter Pick Up
 - a) To occur daily at all Parks and Rec assets.
2. Trash Receptacle Changing
 - a) To occur daily at all Parks and Rec assets.
3. Graffiti Abatement
 - a) Land Stewardship staff are responsible for identifying major graffiti and submitting work orders to PRMS and as part of regular daily clean and care activities. Land Stewardship will remove small and simple instances of graffiti during daily cleaning. Land Stewardship will notify RACC or GRS when specialized graffiti removal is needed on art pieces and historic amenities.
4. Irrigation Repair and Landscape Maintenance
 - a) Mainline repairs, backflow inspection, testing and repairs are done on demand, generally between May and November.
5. Mowing and Landscaping Maintenance
 - a) To occur weekly between March and November.
6. Fall Leaf Removal
 - a) To occur as needed during 6-week leaf season.
7. Planter Maintenance
 - a) Planters are serviced 2x/week for watering needs, trash and bio-hazard removal, pruning, and any needed plant replacement.
8. All aforementioned Parks and Recreation work applies to the following parks within this ESD: North Park Blocks, Director Park, Darcelle XV Plaza, Shemanski Park, South Park Blocks, SW Park Blocks & SW Jefferson, Lownsdale Square, Chapman Square, Keller Fountain Park, Pettygrove Park, and Lovejoy Fountain Park. *No services are being offered at Darcelle XV Plaza right now due to construction, but Parks will likely enter into an operating agreement with DC&S in April 2025, at which time, we can better outline what services and frequency will be offered by Parks and Rec at Darcelle XV Plaza.*
9. Litter Pick Up
 - a) N/A - Park and Rec-owned land but managed by Lan Su and The Square.
10. Trash Receptacle Changing

- a) N/A - Park and Rec-owned land but managed by Lan Su and The Square.
- 11. Graffiti Abatement
 - a) N/A - Park and Rec-owned land but managed by Lan Su and The Square.
- 12. Irrigation Repair and Landscape Maintenance
 - a) Mainline repairs, backflow inspection, testing and repairs are done on demand, generally between May and November.
- 13. Mowing and Landscaping Maintenance
 - a) N/A - Park and Rec-owned land but managed by Lan Su and The Square.
- 14. Fall Leaf Removal
 - a) N/A - Park and Rec-owned land but managed by Lan Su and The Square.
- 15. Planter Maintenance
 - a) Planters are serviced 2x/week for watering needs, trash and bio-hazard removal, pruning, and any needed plant replacement.
- 16. All aforementioned Parks and Recreation work applies to the following parks within this ESD: Lan Su Chinese Garden and Pioneer Courthouse Square. No services are currently offered at Darcelle XV Plaza due to construction.
- 17. Fountain Maintenance
 - a) Non-Interactive Fountains
 - (1) The Source, Pettygrove, The Car Wash, Lee Kelly, Gerber Animals, Pioneer Courthouse Square, Shemanski, Littman, Loyal B. Stearns, Skidmore, Thomas Elk, and 4 Ponds
 - (a) Inspections are done M-F when crews are available, during summer months and at reduced frequency during Winter months. All fountains are winterized to prepare for cold weather.
 - (2) The Car Wash, and the Lee Kelly fountains are currently without power and therefore not operational, preventing the operation of automatic sump pumps to prevent pooling and overflow. Because of this, Parks and Rec will use portable sump pumps to clear overflowing water from The Car Wash and Lee Kelly fountains as needed or after receiving a request from the ESD. As funding is provided (2025 at the earliest), Portland Water Bureau will update the fountains, allowing Parks and Rec to reinstall automatic sump pumps.

(3) The Thomas Elk Fountain was decommissioned and the elk statue removed in 2020, but both will be restored and once that occurs, will be maintained in the manner in which all other non-interactive fountains are.

b) Interactive Fountains

(1) Director Park, Lovejoy, Ira Keller, Jamison SQ, Naito, and Salmon Springs

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

18. Park Rangers

a) Park Patrols

(1) Regular patrols within district parks

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

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

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

19. All aforementioned Park Ranger work applies to the following parks within this ESD: North Park Blocks, Director Park, Darcelle XV Plaza, Shemanski Park, South Park Blocks, SW Park Blocks & SW Jefferson, Lownsdale Square, Chapman Square, Keller Fountain Park, Pettygrove Park, and Lovejoy Fountain Park. While Pioneer Courthouse Square has their own private security, Parks Rangers do still patrol the park boundaries and provide support to PCS private security teams when needed. Lan Su Chinese Garden provides its own security.

D. Portland Water Bureau (PWB)

1. Benson Bubblers Cleaning and Maintenance
 - a) To occur once every two weeks.

E. Portland Streetcar

1. Trash Can Collection at Portland Streetcar Stations
 - a) To occur 2x's weekly with priority response to hazards (e.g., needles biohazards and scattered trash).
 - b) *Portland Streetcar confirms there is no City Labor Conflict relating to ESD contractor cleaning overlap at Portland Streetcar stations.*
2. General Cleaning of Litter, Benches, and Ticket Machines at Portland Streetcar Stations
 - a) Inspections are done weekly.
 - b) Power washing is done as needed and only to address large messes (e.g., messes that are not easily picked up).
 - c) *Portland Streetcar confirms there is no City Labor Conflicts relating to ESD contractor cleaning overlap at Portland Streetcar stations.*
3. Graffiti Removal at Portland Streetcar Stations
 - a) Inspections are done weekly with most instances of graffiti addressed the same day as reported with immediate response to hate-graffiti.
4. Replacement of Shelter Glass at Portland Streetcar Stations
 - a) Repairs are generally performed within 30 days of being reported.
 - b) Shelters seeing repeated vandalism may have extended repair times.

F. Portland Police Bureau (PPB)

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

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

1. Assessment of Campsites
 - a) To occur within 8 days of reporting.

2. Dispatch Cleaning Team
 - a) To occur within 8 days of reporting.
3. Removal of High-Risk Sites
 - a) To occur within 6 weeks of reporting.
4. Collaboration with ESD Teams
 - a) To occur as needed and/or upon request by ESD.

H. Bureau of Environmental Services

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

II. Reporting and Disputes of Service

A. The City will provide to Clean and Safe, Inc. quarterly reports documenting the services provided under and in accordance with this Exhibit C.

B. The Clean and Safe, Inc. and the City of Portland may submit a concern or complaint about each party's service commitments detailed in their respective scopes of work.

1. Concerns or complaints must be sent, in writing or email, to the City of Portland Enhanced Service District Coordinator.
2. Upon receipt, the City of Portland Enhanced Service District Coordinator will have fifteen (15) business days to review and formally respond.
3. In the event of a written complaint, both parties agree to work with the City of Portland Enhanced Service District Coordinator to reach a joint resolution based on the scopes of work.

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