

**CITY OF PORTLAND**  
**CONTRACT FOR**  
**ENHANCED SERVICES DISTRICT MANAGEMENT SERVICES**  
**for**  
**DOWNTOWN PORTLAND ENHANCED SERVICES DISTRICT**

**Contract Number: 30009029**

As authorized by City Code Chapter 6.06, this Contract is made effective on October 1, 2025 ("Effective Date") by and between the City of Portland ("City"), a municipal corporation of the State of Oregon, and Clean & Safe, Inc. ("Contractor"), a(n) non-profit 501(c)(3) corporation, by and through their duly authorized representatives. This Contract may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

The initial Term of this Contract shall be from the Effective Date through September 30, 2030, with the City's option to extend for an additional five (5) years, commencing on the expiration of the original term. The total not-to-exceed amount under this Contract for the initial Term shall be \$57,768,965.00.

Party contacts and Contractor's and City's Project Manager for this Contract are:

|   |                                       |
|---|---------------------------------------|
| For City of Portland:                     | For Contractor:                       |
| Name: Devin Reynolds                      | Name: Mark Wells                      |
| Title: ESD Coordinator                    | Title: Executive Director             |
| Address: 1120 SW 5 <sup>th</sup> Avenue   | Address: 121 SW Salmon St. Suite 1440 |
| City, State: Portland, Oregon             | City, State: Portland, Oregon         |
| e-mail: devin.reynolds@portlandoregon.gov | e-mail: mwells@portlandalliance.com   |
|   |                                       |
| Copy to: (BUYER)                          | Copy to:                              |
| Procurement Services                      |                                       |
| 1120 SW 5 <sup>th</sup> Ave.              |                                       |
| Portland OR 97204                         |                                       |

**Scope and Consideration**

(a) Contractor shall perform the Services and provide the Deliverables set forth in the Statement of Work by the due dates specified in the Contract.

(b) City agrees to pay Contractor a sum not to exceed \$57,768,965.00 (\$52,517,241.00 plus 10% contingency if revenues exceed projections) for accomplishment of the Project.

(c) Payments shall be made to Contractor according to the terms of this Contract and pursuant to an annual budget. A draft annual budget for the initial fiscal year (October 1, 2025, to September 30, 2026) is attached and incorporated hereto as Exhibit A. Once Clean & Safe adopts a final budget for the initial fiscal year, the final budget will replace Exhibit A. The Parties will amend the annual budget for subsequent fiscal years in accordance with this Contract, and the amended annual budget will be administratively adopted by the Parties and will be incorporated as supplement to Exhibit A.

Recitals:

Pursuant to City Ordinance No. 191960, the Downtown Portland Enhanced Services District was reauthorized on November 13, 2024.

This Contract is authorized by City Ordinance No. 191956 approved by City Council on November 13, 2024, effective on October 1, 2025.

THE PARTIES HEREBY AGREE AS FOLLOWS:

## **SECTION 1 DEFINITIONS (10/19)**

General Definitions. (11/18) These definitions apply to the entire Contract, subsequent Amendments, and any Change Orders or Task Orders, unless modified in an Amendment. If any definition contains a substantive provision conferring rights and/or obligations upon a Party, then effect shall be given to the substantive provision.

“Acceptance” (10/19) means the Deliverable demonstrates to the City’s satisfaction that the Deliverable conforms to and operates according to the Acceptance Criteria, and if required, has successfully completed Acceptance review, and for Deliverables not requiring Acceptance Testing that the Deliverable conforms to the Acceptance Criteria or the City’s Specifications.

“Acceptance Certificate” (11/18) means a written instrument by which the City notifies Contractor that a Deliverable has been Accepted or Accepted with exceptions, and Acceptance Criteria have been met or waived, in whole or in part.

“Acceptance Criteria” (11/18) means functionality and performance requirements determined by the City, based upon the Specifications, which must be satisfied prior to City’s Acceptance of a Deliverable. City and Contractor shall agree upon written Acceptance Criteria.

“Acceptance Date” (11/18) means the date on which the City issues an Acceptance Certificate for the Deliverable(s).

“Affiliates” (11/18) means, for Contractor, any individual, association, partnership, corporation or other entity controlling, controlled by, or under common control. The term “control” means the power to direct or cause the direction of the management and policies of an individual or entity, whether through the ownership of voting securities, by contract, agreement or otherwise.

“Amendment” (12/18) means a written document required to be signed by both Parties when in any way altering the Master Terms and Conditions of the Contract, Contract amount, or substantially altering a Statement of Work.

“Business Day” (11/18) means a twenty-four-hour day, excluding weekends and City holidays, beginning at midnight and ending at midnight twenty-four hours later.

“Calendar Day” (11/18) means a twenty-four-hour day, including weekdays, weekends and holidays, beginning at midnight and ending at midnight twenty-four hours later.

“Change Order” (12/18) means a document, agreed and signed by both Parties, that changes an existing Statement of Work or Task Order. Change Orders cannot change Contract amount or Master Terms and Conditions. Change orders may be referenced as “Amended Statement of Work.”

“City Services” (6/11?) means those municipal public services provided within the District by the City and specifically described in Exhibit C.

“Confidential Information” (08/19) means any information that is disclosed in written, graphic or machine-recognizable form and is marked or labeled at the time of disclosure as being Confidential or its equivalent, or, if the information is in verbal or visual form, it is identified as Confidential or proprietary at the time of disclosure, or a reasonable time thereafter. Information shall always be considered Confidential Information, whether or not it is marked or identified as such, if it is described by one or more of the following categories: (1) non-public financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Information Protection Act; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by Oregon Public Records Laws and the Uniform Trade Secrets Act ; (5) information which is exempt from disclosure per Oregon Public Records Law; (6) attorney/client privileged communications; (7) information which is exempt per federal laws (including but not limited to copyright, HIPPA); and (8) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems including without limitation, data and information systems, any software code and related materials and processes, Customizations, Configurations, Updates, Upgrades; and any Documentation. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving Party; is already lawfully known to the receiving Party without restriction

when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Contract or any other agreement between the Parties or of any applicable protective or similar order, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party, as shown by reasonable written documentation, without breach of this Contract; or is explicitly approved for release by written authorization of the disclosing Party.

"Contract" (11/18) means the Master Terms and Conditions including all exhibits, attachments and schedules and their constituent parts listed in the Order of Precedence or incorporated by reference.

"Contract Price" (10/19) means the not-to-exceed price agreed upon by the Parties for all Goods and Services.

"Deliverable(s)" (11/18) means the Goods, Services, Documentation or documents or tangible work products described in the Statement of Work to be provided to the City by Contractor under this Contract.

"District" or "Downtown Portland Enhanced Service District" means the enhanced services district established Portland City Code (PCC) Chapter 6.06 and specifically described in PCC 6.06.190.

"Division" (6/11?) means the Revenue Division of the Bureau of Revenue and Financial Services, of the Office of Management and Finance, of the City of Portland, which has responsibility over Portland City Code Chapter 6.06.

"Documentation" ( 10/19) means user manuals and other written materials in any form that describe the features or functions of the Goods and Services, including but not limited to published specifications, online instructions and help, marketing materials, technical manuals, and operating instructions provided by Contractor to the City, or readily available to the public, or as required to be produced by Contractor subject to the terms of this Contract.

"Defect" (10/19) means any error, problem, condition, bug, or other partial or complete inability of a Service, Deliverable or component thereof, to operate in accordance with the applicable Specifications.

"Equipment" means any hardware, machinery, device, tool, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and maintenance, and other apparatus necessary for the proper implementation and operation of the Goods or Services to be provided to the City by Contractor under this Contract.

“Force Majeure Event” (11/18) means an exceptional, unforeseeable and unavoidable occurrence beyond the reasonable control of the affected Party, such as, riots, epidemics, war, government regulations, labor disputes, fire, natural phenomena, or other causes beyond such Party’s reasonable control.

“Good(s)” means the items provided by Contractor to the City under this Contract, as outlined in the Statement of Work.

“Intellectual Property Rights (IPR)” (11/18) means any patent rights, copyrights, trade secrets, trade names, service marks, trademarks, trade dress, moral rights, know-how and any other similar rights or intangible assets to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations, or reissues of the foregoing now or hereafter in force.

“Key Personnel” (11/18) means the individuals identified in Section 3.9 to fill Key Positions.

“Key Position” (11/18) means a job position critical to the success of the Project as identified in Section 3.9 of this Contract.

“License Fee” or “District License Fee” means the fee assessed under Portland City Code Chapter 6.06 for the Downtown Portland Enhanced Services District.

“Master Terms and Conditions” (11/18) means the body of text from the preamble through the signature page of this Contract.

“Material Breach” (11/18) means any breach of this Contract that causes, caused, or may cause substantial harm to the non-breaching Party or substantially deprives the non-breaching Party of the benefit it reasonably expected under this Contract.

“Personally Identifiable Information (PII)” (11/18) means information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context, as described in the Oregon Consumer Information Protection Act.

“Project” (10/19) means the overall delivery of the Goods and related Services including, without limitation, design, development, integration, implementation, testing, support and maintenance, and any Deliverables any of which Contractor may be providing in whole or in part.

“Services” or “District Services” (10/19) means both ordinary and professional services performed by Contractor under this Contract.

**“Specifications”** (10/19) means the most current cumulative statement of capabilities, functionality, and performance requirements for the System and its components as set out in the Change Orders, the Statement of Work, or this Contract.

**“Statement of Work”** (SOW) (10/19) means the written detailed specifications of the Product(s) and Services(s) to be delivered to the City by Contractor subject to the terms and conditions of this Contract as provided in Exhibit B and the service(s) to be delivered by the City as provided in Exhibit C.

**“Subcontractor”** (11/18) means any person or entity under the control of Contractor, other than an employee of Contractor, utilized by Contractor to perform all or part of this Contract.

**“System”** (6/11) means the operational combination of all Goods and Services to be provided by Contractor to City under this Contract.

**“Task Order”** (10/19) means any written request or document issued by the City and signed by both Parties for additional Product(s) or Service(s) to be provided under this Contract. Task Orders shall document the description of Goods and/or Services, price, payment schedule, Project and performance schedule, due dates, milestones and Deliverables.

**“Term”** (11/18) means the period of time that this Contract is in effect as stated on page one or as subsequently amended.

## **SECTION 2 ORDER OF PRECEDENCE**

2.1 **Order of Precedence.** (09/17) In the event there is a conflict or ambiguity between the terms and conditions of one portion of this Contract with another portion of this Contract, the conflict or ambiguity will be resolved in accordance with the order of precedence below. This order of precedence designates which portion of the Contract takes precedence over the other for purposes of interpretation. Contractor’s hyperlinks contained herein will not supersede or alter the Master Terms and Conditions. For the avoidance of doubt, no other terms and conditions will override the Parties’ obligations in the Confidentiality, Indemnification, or Choice of Law provisions in these Master Terms and Conditions. In this Contract the order of precedence shall be:

1. Amendments
2. Master Terms and Conditions
3. Exhibit A - Five Year Contract Budget and Annual Budget
4. Exhibit B - Statement of Work
5. Exhibit C - City Scope of Work
6. Exhibit D - License Fee Administration Services

## SECTION 3 GENERAL AND ADMINISTRATIVE PROVISIONS

- 3.1 Term. (09/17) This Contract shall begin on the Effective Date and end upon the expiration date set forth on page one of this Contract unless terminated or extended under the applicable Contract provisions.

Contractor shall timely and professionally perform the services identified in Exhibit B – Statement of Work. The City shall provide support to Contractor's services through the City Services described in Exhibit C and subject to the limitation provided therein. Exhibit B and Exhibit C to the Contract shall pertain to fiscal year commencing October 2025-September 2026. The Parties will amend the Exhibits B and C for subsequent fiscal years in accordance with this Contract, and the amended Exhibit B and C will be administratively adopted by the Parties as supplement to the Contract. Contractor shall manage and utilize License Fee in accordance with this Contract, and subject to Exhibit A Annual Budget and the clarifications on administration and assessment of License Fee as provided in Exhibit D.

- 3.2 Point of Contact. (09/17) Contractor shall be the sole point of contact for the City with regard to this Contract and the System.

- 3.2.1 Written Notifications. (10/18) All notices to, and other written communication between the Parties shall be deemed received five (5) Business Days after being sent by first class mail, or upon receipt when sent by courier services, or by e-mail. All notices and written communications shall be sent to the Parties set forth on page 1 of the Contract, or to such other places as they may designate by like notice from time to time. Each Party shall provide written notice of any changes to the Party's contacts within thirty (30) Calendar Days.

- 3.3 Changes to Contract.

- 3.3.1 Amendment of the Contract. (06/19) Any changes to the provisions of this Contract shall be in the form of an Amendment. No provision of this Contract may be amended unless such Amendment is approved as to form by the City Attorney and executed in writing by authorized representatives of the Parties. If the requirements for Amendment of this Contract as described in this section are not satisfied in full, then such Amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect. The City reserves the right to make administrative changes to the Contract unilaterally, such as extending option years and increasing compensation. An administrative change means a written Contract change that does not affect the substantive rights of the Parties.

- 3.3.2 Change Orders to a Statement of Work. (12/18) The City and Contractor can agree to make changes, at any time to a Statement of Work in the form of a Change Order or “Amended Statement of Work”. Contractor agrees to timely alter the delivery of Products or Services accordingly. If such changes materially increase or decrease Contractor’s obligations, the Parties shall execute an Amendment to the Contract, and if the amount of such adjustment is not calculable as a function of hours or tasks, the Parties shall negotiate in good faith a modified amount.
- 3.3.3 Delivery Schedule. Contractor shall use best efforts to deliver Product(s) and/or Services(s) on time, in accordance with the scheduled delivery date as set forth in this Contract, Statement of Work or Change Order.
- 3.4 Time is of the Essence. (06/19) The Parties agree that time is of the essence as to the delivery of Deliverables and performance of Services under this Contract. By executing this Contract and accepting the Statement of Work, Contractor agrees that the time limits specified in the Statement of Work are reasonable. By accepting late or otherwise inadequate performance of Contractor’s obligations, the City will not waive its rights to require timely performance of Contractor’s obligations thereafter.
- 3.4.1 Late Delivery. (10/19) In the event that any specified delivery date is not met, Contractor shall be liable for any loss, expense, or damage resulting from delay in delivery or failure to deliver Goods or provide Services which is due to any cause except as set forth in Force Majeure. In the event of delay due to any such cause, the City may obtain substitute Goods or Services from another source and bill all additional costs directly to Contractor who shall remain financially liable for all additional acquisition costs.
- 3.4.2 Best Efforts. (10/19) Contractor shall use best efforts to minimize any delay in the provision of Goods, Deliverables or performance of Services. If Contractor anticipates any delay that may prevent timely performance of Contractor’s obligations under this Contract, Contractor shall promptly notify the City, including the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the timetable for implementation of such measures.
- 3.5 City Reporting Requirements. (12/18) The City is required to track certain types of contract data for reporting purposes. Items which the City must report on may include, but are not limited to, Subcontractor utilization, Minority, Women, Emerging Small Business, Service-Disabled Veteran Business Enterprise (D/M/W/ESB/SDVBE)



participation and Subcontractor/Supplier Payment. The City will enforce all diversity in workforce and D/M/W/ESB/SDVBE subcontracting commitments made by Contractor.

3.6 Payment. (09/17) Payment(s) shall be in accordance with the payment schedule set forth in Exhibit A.

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

3.6.2 Notwithstanding 3.6.1, 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 Clean & Safe during the last license year covered by this Contract. Amounts needed to replenish the \$10,000 balance following payments of refunds to District License Fee payers following appeals will be retained from "lighting revenues" as defined in City Code Section 6.06.216 and from those net License Fee revenues that are not "lighting revenues" in proportion to the relative amounts of those revenues. (For example, if the "lighting revenues" are \$500,000 and the revenues that are not "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 "lighting revenues" revenues and \$3,000 will be retained from revenues that are not "lighting revenues".) As used in this Contract, "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 Exhibit D of this Contract and less the continuing balance retained for payments or refunds due to District License Fee payers as provided in this section.

3.6.3 Challenges to Downtown Property 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

3.6.3.1 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.

3.6.3.2 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 its conduct of the defense. Notwithstanding any other provision of this Agreement, Clean & Safe may use any net License Fee revenues Clean & Safe receives in this Agreement to satisfy the hold harmless, defense, and indemnification obligations established by this section or by section 6.1 (indemnification) before using the Funds to provide Services.

3.6.3.3 The City may require that Clean & Safe provide a letter of credit or similar instrument, or a guaranty, protecting the City against financial exposure due to the invalidity of, unenforceability of, or limitation on the License Fee, if the City determines that such a letter of credit or similar instrument is necessary or desirable to protect the City from risk of financial exposure

3.6.4 The City makes payments via electronic fund transfers through the Automated Clearing House (ACH) network. To initiate payment of invoices, Contractor shall execute the City's standard ACH Vendor Payment Authorization Agreement. Upon verification of the data provided, the ACH Vendor Payment Authorization Agreement will authorize the City to deposit payment directly into specified Contractor accounts with specified financial institutions. All payments shall be made in United States currency.

3.7 Payment of Taxes/Contractor Shall Withhold. (09/17) Contractor shall, at its own expense, timely (a) pay all salaries, wages, and other compensation to its employees; (b) withhold, collect, and pay all applicable federal, state, and local income taxes (domestic or foreign), FICA, Medicare, unemployment insurance and any other taxes or charges in connection with its employees; and (c) provide and pay for workers compensation insurance and any statutory or fringe benefits to employees. Contractor shall be solely responsible for all such obligations for its employees. Contractor shall also ensure that any Subcontractor shall comply with the foregoing obligations for its employees. The City shall have no duty to pay or withhold such obligations.

- 3.7.1 Records Retention. (06/19) Contractor shall maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). Contractor agrees to maintain and retain all financial records, supporting documents, statistical records and all other records pertinent to this Contract during the term of this Contract and for a minimum of six (6) years after the expiration or termination date of this Contract or until the resolution of all audit questions or claims, whichever is longer.
- 3.7.2 City Audits. (06/19) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and Products or Services at any time in the course of the Contract and during the records retention period listed above. Audits shall be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.
- 3.7.3 Access to Records. (06/19) The City may examine, audit and copy Contractor's books, documents, papers, and records relating to this Contract at any time during the records retention period listed above upon reasonable notice. Copies of applicable records shall be made available upon request.
- 3.8 Overpayment. (09/17) If an audit discloses that payments to Contractor were in excess of the amount to which Contractor was entitled, then Contractor shall repay the amount of the excess to the City. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices.
- 3.9 Independent Contractor. (09/17) Contractor is independent of the City and, accordingly, this Contract is not entered into as a joint venture, partnership, or agency between the Parties. No employment or agency relationship is or is intended to be created between the City and any individual representing Contractor. Employees of Contractor and any authorized Subcontractors shall perform their work under this Contract under Contractor's sole control.
- 3.10 The Parties have identified Key Positions and Key Personnel as set forth in the table below, along with the percentage of their time to be allocated to the City's Project:

| Name              | Title/Role                                | % of Time | Company                    |
|-------------------|---|-----------|----------------------------|
| Andrew Hoan       | President & CEO                           | 45        | Portland Business Alliance |
| Mark Wells        | Executive Director                        | 80        | Portland Business Alliance |
| Steve Wytcherley  | Director, Operations                      | 95        | Portland Business Alliance |
| Sydney Mead       | Director, Downtown Programs               | 65        | Portland Business Alliance |
| Jon Isaacs        | VP, Government Affairs                    | 50        | Portland Business Alliance |
| Katie Mongue      | Senior Director, Strategic Communications | 40        | Portland Business Alliance |
| Ariana Alejandres | Senior Director, Finance & Operations     | 45        | Portland Business Alliance |

#### 3.10.1 Substitution of Key Personnel. (09/17)

Any substitutions or replacements of Key Personnel require the written approval of the City, which will not be unreasonable withheld provided that Contractor provides sufficient information as required in the paragraph directly below. Contractor shall provide the City with the maximum possible period of notice of substitution or replacement of Key Personnel in order to allow for background screening, fingerprint checks, and other investigation as may be required.

For any proposed substitute or replacement Key Personnel, Contractor shall provide the following information to the City: a detailed explanation of the circumstances necessitating the proposed substitution or replacement, a complete resume for the proposed substitute(s), and any additional information requested by the City. Proposed substitutes or replacements should have qualifications comparable to or better than those of the persons being replaced. No change in Contract prices may occur as a result of substitution or replacement of Key Personnel.

- 3.11 Termination. (06/19) The following conditions apply to termination of this Contract. The City, on thirty (30) Calendar Days' written notice to Contractor, may terminate this Contract for any reason in the City's sole discretion. In the event of such termination, the City shall pay to Contractor the portion of the not-to-exceed price attributable to all Deliverables Accepted or Services performed and Accepted through the effective date of the termination. In the event of termination all of Contractor's Work

Product to date shall be delivered to the City, and it will become and remain property of the City.

3.11.1 The City and Clean & Safe may renew this Contract for up to 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 Contract have been or be in material default of this Contract. If Clean & Safe at any time during the term of this Contract materially defaulted in its performance of any or the terms and conditions of this Contract, 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 Contract 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 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 Contract for the renewal term. Any negotiated changes in the terms and conditions of the Contract 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 Contract, and if both otherwise wish to have the Contract extended, then it will be extended on the same terms and conditions as found in the original Contract.

3.12 Mutual Agreement. (09/17) The City and Contractor, by mutual written agreement, may terminate this Contract at any time.

3.13 Material Breach. (09/17) Either Party may terminate this Contract in the event of a Material Breach of this Contract by the other. Prior to such termination, however, the Party seeking the termination shall give to the other Party written notice to cure the Material Breach and of the Party's intent to terminate. If the Party has not entirely cured the Material Breach within thirty (30) Calendar Days of the notice, then the Party giving the notice shall have the option to: (a) terminate this Contract by giving a written notice of termination, (b) seek any remedies in this Contract, in law, or at equity, to the extent not otherwise limited by the terms of this Contract, or (c) any combination thereof.

3.14 Force Majeure. (09/17) Either Party may terminate this Contract due to a Force Majeure event as set forth in Section 5.12, Force Majeure.

3.15 Bankruptcy. (09/17) The City may terminate this Contract if Contractor: (a) becomes insolvent, makes a general assignment for the benefit of creditors; (b) suffers or permits the appointment of a receiver for its business or assets; (c) becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, and such proceeding has not been dismissed within a sixty (60) Calendar Day period; or (d) has wound up or liquidated, voluntarily or otherwise.

- 3.16 Void Assignment. (09/17) In the event that Contractor assigns its obligations under this Contract to a third party in a manner other than as set forth in Section 5.7, Assignment, the City shall have the option to terminate this Contract without any notice or cure period or further obligation to Contractor or the assignee, and promptly receive a refund for fees paid for Products delivered and/or Services performed by the third party.
- 3.17 Waiver. (09/17) No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach of this Contract. The failure of either Party to insist upon any of its rights under this Contract upon one or more occasions, or to exercise any of its rights, shall not be deemed a waiver of such rights on any subsequent occasions.
- 3.18 Severability. (09/17) Any section of this Contract, which is held or declared void, invalid, illegal or otherwise not fully enforceable shall not affect any other provision of this Contract and the remainder of this Contract shall continue to be binding and of full force and effect. This Contract shall be binding upon and inure to the benefit of the City and its successors and assigns.
- 3.19 Business Tax Registration. (09/17) Contractor shall register for a City of Portland business license as required by Chapter 7.02 of the Code of the City of Portland prior to execution of this Contract. Additionally, Contractor shall pay all fees or taxes due under the Business License Law and the Multnomah County Business Income Tax (MCC Chapter 12) during the full Term of this Contract. Failure to be in compliance may result in payments due under this Contract to be withheld to satisfy amount due under the Business License Law and the Multnomah County Business Income Tax Law.
- 3.20 EEO Certification. (09/17) Contractor shall be certified as an Equal Employment Opportunity Affirmative Action Employer as prescribed by Chapter 5.33.076 of the Code of the City of Portland and maintain its certification throughout the term of this Contract.
- 3.21 Non-Discrimination in Benefits. (09/17) Throughout the term of this Contract, Contractor shall provide and maintain benefits to its employees with domestic partners equivalent to those provided to employees with spouses as prescribed by Chapter 5.33.077 of the Code of the City of Portland.
- 3.22 Sustainability. (12 /18) Pursuant to the City's Sustainable City Principles, which direct City Bureaus to pursue long-term social equity, environmental quality, and economic vitality through innovative and traditional mechanisms, Contractor is

encouraged to incorporate these Principles into its scope of work with the City wherever possible. Therefore, in accordance with the Principles and the City's Sustainable Procurement Policy, it is the policy of the City of Portland to encourage the use of Products or Services that help to minimize the human health and environmental impacts of City operations. Contractor is encouraged to incorporate environmentally preferable Products or Services into its work performance wherever possible.

"Environmentally preferable" means Products or Services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the Product or Service.

- 3.23      Packaging. (09/17) All packaging should be minimized to the maximum extent possible without compromising product quality. The City encourages packaging that is reusable, readily recyclable in local recycling programs, is made from recycled materials, and/or is collected by Contractor for reuse/recycling.
- 3.24      News Releases and Public Announcements. (09/17) Contractor shall not use the City seal or other representations of the City in its external advertising, marketing, website, or other promotional efforts, nor shall Contractor issue any news release or public announcements pertaining to this Contract or the Project without the express written approval of the City. Such approval may be withheld in the City's sole discretion. Contractor shall not use the City seal without specific written permission from the City Auditor.
- 3.25      Rule of Construction/Contract Elements/Headings. (09/17) This Contract has been drafted by the City in the general format by the City as a convenience to the Parties only and shall not, by reason of such action, be construed against the City. Section headings are for ease of reference and convenience only and shall not affect or enter into the interpretation of any portion of this Contract.
- 3.26      Survival. (09/17) All obligations relating to Confidential Information; indemnification; publicity; representations and warranties; remedies; proprietary rights; limitation of liability; and obligations to make payments of amounts that become due under this Contract prior to termination or expiration shall survive the termination or expiration of this Contract and shall, to the extent applicable, remain binding and in full force and effect for the purposes of the ongoing business relationship by and between Contractor and the City.
- 3.27      Changes in City Code. Both the City and Clean & Safe recognize that this Contract is conditional upon Chapter 6.06 of the City Code, which may be subject to change prior to the end date of the term of this Contract. Both parties agree that if City

Code change occurs, then any sections of this agreement affected by the code change will be renegotiated prior to the end of the term. Both parties agree that renegotiation will include a reasonable timeline for transition to an amended agreement that is fully in compliance with any changes in City Code.

## **SECTION 4 STATUTORY REQUIREMENTS, PUBLIC RECORDS AND CONFIDENTIALITY**

- 4.1 Governing Law and Jurisdiction. (09/17) This Contract shall be construed according to the laws of the State of Oregon without reference to the conflict of laws' provisions. Any litigation between the City and Contractor arising under this Contract or out of work performed under this Contract shall occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.
- 4.2 Public Records Request. (09/17) Contractor acknowledges that the City of Portland is subject to the Oregon Public Records Act and Federal law. Third persons may claim that the Confidential Information Contractor submitted to the City hereunder may be, by virtue of its possession by the City, a public record and subject to disclosure pursuant to the Oregon Public Records Act. The City's commitments to maintain certain information confidential under this Contract are all subject to the constraints of Oregon and federal laws. All information submitted by Contractor is public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions for which Contractor requests and meets an exemption from disclosure consistent with federal or Oregon law. Within the limits and discretion allowed by those laws, the City will maintain the confidentiality of information.
- 4.3 Public Records. (09/17) The City will retain one (1) copy of any public records for the express purposes of complying with State of Oregon and Portland City Code public records and archiving laws.
- 4.4 Confidentiality.
- 4.4.1 Contractor's Confidential Information. (08/19) During the term of this Contract, Contractor may disclose to the City, certain Contractor Confidential Information pertaining to Contractor's business. Contractor shall be required to mark Confidential Information CONFIDENTIAL with a restrictive legend or similar marking. If CONFIDENTIAL is not clearly marked, or the Contractor's Confidential Information cannot be marked with a restrictive legend or similar marking or is disclosed either orally or by visual presentation, Contractor shall identify the Confidential Information as confidential at the time of disclosure or within a reasonable time thereafter. This Contract itself shall not be considered



Confidential Information. Subject to Section 4.2, the City shall: (1) limit disclosure of Contractor Confidential Information to those directors, employees, contractors and agents of the City who need to know the Contractor Confidential Information in connection with the City Project and who have been informed of confidentiality obligations at least as strict as those contained in this Contract, and (2) exercise reasonable care to protect the confidentiality of the Contractor Confidential Information, at least to the same degree of care as the City employs with respect to protecting its own proprietary and confidential information.

4.4.2 City's Confidential Information. (08/19) Contractor shall treat as confidential any City Confidential Information that has been made known or available to Contractor or that Contractor has received, learned, heard or observed; or to which Contractor has had access. Contractor shall use City Confidential Information exclusively for the City's benefit in the performance of this Contract. Except as may be expressly authorized in writing by the City, in no event shall Contractor publish, use, discuss or cause or permit to be disclosed to any other person such City Confidential Information. Contractor shall (1) limit disclosure of the City Confidential Information to those directors, officers, employees, subcontractors and agents of Contractor who need to know the City Confidential Information in connection with the City Project and who have agreed in writing to confidentiality obligations at least as strict as those contained in this Contract, (2) exercise reasonable care to protect the confidentiality of the City Confidential Information, at least to the same degree of care as Contractor employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City, upon its request, all materials containing City Confidential Information, in whatever form, that are in Contractor's possession or custody or under its control. Contractor is expressly restricted from and shall not use the Intellectual Property Rights of the City without the City's prior written consent.

4.4.3 Scope. (09/17) This Contract shall apply to all City Confidential Information previously received, learned, observed, known by or made available to Contractor. Contractor's confidentiality obligations under this Contract shall survive termination or expiration of this Contract.

4.4.4 Equitable Relief. (12/18) Contractor acknowledges that unauthorized disclosure of City Confidential Information will result in irreparable harm to the City. In the event of a breach or threatened breach of this Contract, the City may obtain injunctive relief prohibiting the breach, in addition to any other appropriate legal or equitable relief. The Parties agree that, notwithstanding any other section of this Contract, in the event of a breach or a threatened breach of Contract terms related to Confidential Information or Intellectual Property Rights, the non-breaching Party shall be entitled to seek equitable relief to protect its interests, including but not

limited to injunctive relief. Nothing stated herein shall be construed to limit any other remedies available to the Parties.

- 4.4.5 Discovery of Documents. (06/19) In the event a court of competent jurisdiction orders the release of Confidential Information submitted by one Party, the other Party will notify the Party whose Confidential Information is being requested to be disclosed of the request. The Party receiving the request shall allow the other Party to participate in the response at its own expense. Each Party will comply with any effective court order.

## **SECTION 5 CONTRACTOR PERFORMANCE AND WARRANTIES**

- 5.1 General Warranties. (09/17) Contractor makes the following warranties:

- 5.1.1 Capacity. (09/17) Contractor warrants it has the legal authority and capacity to enter into and perform this Contract.
- 5.1.2 Authority to Conduct Business. (08/19) Contractor warrants it is lawfully organized and constituted and duly authorized to operate and do business in all places where it shall be required to do business under this Contract, and that it has obtained or will obtain all necessary licenses and permits required in connection with this Contract.
- 5.1.3 Disclosure of Litigation. (09/17) Contractor warrants that as of the Effective Date there are no suits, actions, other proceedings, or reasonable anticipation thereof, in any judicial or quasi-judicial forum that will or may adversely affect Contractor's ability to fulfill its obligations under this Contract. Contractor further warrants that it will immediately notify the City in writing if, during the Term of this Contract, Contractor becomes aware of, or has reasonable anticipation of, any lawsuits, actions, or proceedings in any judicial or quasi-judicial forum that involves Contractor or any Subcontractor and that will or may adversely affect Contractor's ability to fulfill its obligations under this Contract.
- 5.1.4 Conflict of Interest. (09/17) Contractor warrants it has no present interest and shall not acquire any interest that would conflict in any manner with its duties and obligations under this Contract.
- 5.1.5 Compliance with Applicable Law. (09/17) Contractor warrants it has complied and shall comply with all applicable federal, state, and local laws and regulations of

its domicile and wherever performance occurs during the term of this Contract. Contractor warrants it is currently in compliance with all tax laws.

5.1.6 Public Contracts. (09/17) Contractor shall observe all applicable state and local laws pertaining to public contracts. ORS Chapters 279A and 279B require every public contract to contain certain provisions. To the extent applicable, ORS 279B.220, 279B.230 and 279B.235 are incorporated into this Agreement by reference.

5.1.7 Compliance with Civil Rights Act. (09/17) Contractor warrants it is in compliance with Title VI of the Civil Rights Act of 1964 and its corresponding regulations as further described at: <http://www.portlandoregon.gov/bibs/article/446806>

5.1.8 Respectful Workplace Behavior. (09/17) The City is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees of the City as well as contractors, vendors or consultants who provide services to the City of Portland. Contractor warrants its compliance with terms and conditions HR 2.02 as further described at: <https://www.portlandoregon.gov/citycode/27929>

5.2 Grant Funding. (02/18). This Contract is currently not using grant funding. However, in the event that City acquires or uses grant funding to pay for any portion of this Contract, the City and Contractor agree to Amend the Contract to include the federally required terms and conditions. General grant terms may be found at <http://www.portlandoregon.gov/bibs/article/455735>

### 5.3 Compliance with Non-Discrimination Laws and Regulations.

5.3.1 Nondiscrimination. (06/19) Pursuant to all City, State, and federal non-discrimination and civil rights laws, Contractor, with regard to the work performed by it during this Contract, shall not discriminate on the grounds of race, color, national origin, including limited English proficiency, sex, sexual orientation, gender identity, age, religion or non-religion, disability, marital status, family status, or source of income, including in employment practices, the selection and retention of subcontractors, including procurements of materials and leases of equipment.

5.3.2 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. (06/19) In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or

supplier shall be notified by Contractor of Contractor's obligations under this Contract relative to nondiscrimination on the grounds of race, color, national origin, sex, sexual orientation, age, religion, disability, marital status, or family relationships.

5.3.3 Sanctions for Noncompliance. (09/17) In the event of Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such contract sanctions as it or any state or federal agency may determine to be appropriate, including, but not limited to withholding of payments to Contractor under this Contract until Contractor complies, and/or cancellation, termination, or suspension of this Contract, in whole or in part.

5.3.4 ADA Compliance. (07/18) Contractor shall comply with the Americans With Disabilities Act (ADA), including any duty the ADA may impose on City or Contractor as a result of the Products, Services or activities requested to be provided for City under this Contract.

At minimum, Contractor shall do the following:

Contractor shall work with the ESD Coordinator to ensure all reports and information provided to the public are accessible to all persons; that all persons are able to participate in public processes and decision making, including persons with limited English proficiency; and that negative impacts do not disproportionately fall on persons of color or low-income communities.

Contractor shall document each ADA request for modification to the Products or Services and Contractor's fulfillment of the request. If Contractor determines that it is unable to promptly fulfill the request for modification under the ADA, Contractor will contact the City contract manager within the same business day, proving reasons why Contractor is unable to fulfill the request for modification and to identify alternate accessibility options that Contractor can perform.

Within fifteen (15) Business Days after receipt, City and Contractor shall advise the other Party in writing, and provide the other Party with copies (as applicable) of any notices alleging violation of or noncompliance with the ADA relating to the Contract, or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to the Contract or the programs, Products, Services or activities that Contractor is undertaking for City under this Contract.

5.3.5 Required Reporting. (05/19) If any person or class of persons files a complaint with Contractor alleging discrimination under Title VI of the Civil Rights Act of 1964

(race, color, or national origin, including limited English proficiency), Contractor will notify the City of Portland of the complaint and cooperate with any investigation related to the complaint. Notifications shall be sent to Title VI Program Manager, 421 SW 6th Ave, Suite 500, Portland, Oregon 97204, or [title6complaints@portlandoregon.gov](mailto:title6complaints@portlandoregon.gov).

5.4 Goods and Service(s) Warranties. (10/19) Contractor makes the following warranties:

- 5.4.1 No Third-Party Conflict or Infringement. (01/19) As of the Effective Date, Contractor warrants the execution and performance of this Contract, shall not contravene the terms of any contracts with third parties or any third-party Intellectual Property Right; and, as of the Effective Date of this Contract, there are no actual or threatened legal actions with respect to the matters in this provision. Contractor agrees to promptly notify the City, in writing, if during the Term of the Contract, a potential third-party conflict or infringement of third-party Intellectual Property Rights arises.
- 5.4.2 No Encumbrances. (08/19) All Deliverables provided by Contractor under this Contract shall be transferred to the City free and clear of any and all restrictions of transfer or distribution and free and clear of any and all liens, claims, security interests, liabilities and encumbrances of any kind.
- 5.4.3 Conformance with Specifications. (01/19) Contractor warrants that the Deliverables and Services shall operate in conformance with the Specifications.
- 5.4.4 Compliance with Law. (10/19) Contractor warrants that the Deliverables conform to all requirements of applicable law, including all applicable health, safety, privacy, data security and environmental laws and regulations
- 5.5 No Waiver of Warranties or Representation. (10/19) Delivery of Goods or performances of Services shall not be construed to represent Acceptance nor relieve Contractor from its responsibility under any representation or warranty. If the City makes a payment prior to full performance, the payment does not grant a waiver of any representation or warranty by Contractor.
- 5.6 No Third Party to Benefit. (09/17) This Contract is entered into for the benefit of the City and Contractor. Except as set forth herein, nothing in this Contract shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a Party to this Contract to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Contract.

- 5.7 Assignment. (08/19) Neither Party shall assign, transfer, or delegate all or any part of this Contract, or any interest therein, without the other Party's prior written consent, which shall not be unreasonably withheld. For purposes of this Section, the acquisition, merger, consolidation or change in control of Contractor or any assignment by operation of law shall be considered an assignment of this Contract that requires the City's prior written consent. Notwithstanding the foregoing: (a) in the event that the City's business needs change or the City enters into an agreement with a provider for outsourcing services, Contractor agrees that the City shall have the right to assign this Contract to a successor of all, substantially all, or specified area(s) of the City's business, including an outsourcing provider, upon written notice to the other Party, and (b) Contractor may, without the City's consent, but upon prior written notice to the City, assign its right to payment under this Contract or grant a security interest in such payment to any third party without requiring that the third party be liable for the obligations of Contractor under this Contract. Any attempted assignment or delegation in violation of this Section shall be void.
- 5.8 Notice of Change in Financial Condition. (09/17) Contractor must maintain a financial condition commensurate with the requirements of this Contract. If, during the term of this Contract, Contractor experiences a change in its financial condition which may adversely affect its ability to perform the obligations of this Contract, Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in financial condition is sufficient grounds for terminating this Contract.
- 5.9 Notice of Change in Ownership. (09/17) If, during the term of this Contract, Contractor experiences a change in ownership or control, Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in ownership or control is sufficient grounds for terminating this Contract.
- 5.10 Subcontractors. (10/19) Contractor shall not subcontract any work under this Contract without the City's prior written consent. Contractor shall be fully responsible for the acts and omissions of its Subcontractors, including any Affiliates, at all levels, and of their agents and employees. Contractor shall ensure that all applicable provisions of this Contract (including those relating to Insurance, Indemnification, and Confidentiality) are included in all of its subcontracts. The City reserves the right to review any agreements between Contractor and its Subcontractors for Goods and Services authorized under this Contract.

Contractor will follow the City of Portland's Sustainable Contracting Policy and Fair Wage Policy for all subcontract work.

All D/M/W/ESB/SDVBE (COBID Certified) subcontractors/suppliers identified in Contractor's proposals shall be used in their proposed capacity during Contract performance. If Contractor desires to replace any D/M/W/ESB/SDVBE subcontractors/suppliers under this Contract all substitution requests must have approval from the City's Chief Procurement Officer before such substitutions can be made. In no event shall Contractor subcontract any work, assign any rights, or delegate any obligations under this Contract without the City's prior written consent.

- 5.11 Flow-down Clauses. (01/19) Contractor shall include the following clauses, or substantially similar language, in its subcontracts under this Contract:

Section 4.4, Confidentiality

Section 5.3, Compliance with Non-Discrimination Laws and Regulations

Section 6.1, Hold Harmless and Indemnification

Section 6.2, Insurance

- 5.12 Force Majeure. (01/19)

5.12.1 In the event that either Party is unable to perform any of its obligations under this Contract due to a Force Majeure Event not the fault of the affected Party, the Party who has been so affected immediately shall give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, the performance obligations affected by the Force Majeure event shall immediately be suspended.

5.12.2 If the period of nonperformance exceeds fifteen (15) Calendar Days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract or any Statement of Work.

5.12.3 If the period of nonperformance due to a Force Majeure Event does not exceed fifteen (15) Calendar Days, such nonperformance shall automatically extend the Project schedule for a period equal to the duration of such events. Any Warranty Period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such event.

5.12.4 If the period of nonperformance due to Force Majeure Event is longer than fifteen (15) Calendar Days, the Parties shall negotiate options for mitigation of the Force Majeure Event.

## **SECTION 6 INDEMNIFICATION, INSURANCE, BONDING, LIQUIDATED DAMAGES**

## 6.1 Hold Harmless and Indemnification. (08/19)

6.1.1 Contractor shall indemnify, defend and hold harmless the City of Portland, its officers, agents, and employees, from all claims, demands, suits, and actions for all losses, damages, liabilities, costs and expenses (including all attorneys' fees and costs), resulting from or arising out of the actions, errors, or omissions of Contractor or its officers, employees, Subcontractors, or agents under this Contract.

6.1.2 Infringement Indemnity. (08/19) Contractor shall indemnify, defend, and hold harmless the City, its directors, officers, employees, and agents from and against any and all claims, demands, suits, and actions for any damages, liabilities, losses, costs, and expenses (including reasonable attorney fees, whether or not at trial and/or on appeal), arising out of or in connection with any actual or alleged misappropriation, violation, or infringement of any proprietary right or Intellectual Property Right of any person whosoever. The City agrees to notify Contractor of the claim and gives Contractor sole control of the defense of the claim and negotiations for its settlement or compromise.

6.1.3 Contractor shall indemnify, defend, and hold harmless the City against any taxes, premiums, assessments, and other liabilities (including penalties and interest) that the City may be required to pay arising from Goods and Services provided by Contractor under this Contract. The City of Portland, as a municipal corporation of the State of Oregon, is a tax-exempt unit of local government under the laws of the State of Oregon and is not liable for any taxes.

6.2 Insurance. (08/19) Contractor shall not commence work until Contractor has met the insurance requirements in this section and Contractor has provided insurance certificates approved by the City Attorney. Contractor shall acquire insurance issued by insurance companies or financial institutions with an AM Best rating of A- or better and duly licensed, admitted and authorized to do business in the State of Oregon.

6.2.1 Insurance Certificate. (08/19) As evidence of the required insurance coverage, Contractor shall provide compliant insurance certificates, including required endorsements, to the City prior to execution of the Contract. The certificates shall list the City as certificate holder. Contractor shall maintain continuous, uninterrupted coverage for the Term of this Contract and to provide insurance certificates demonstrating the required coverage for the Term of this Contract. Contractor's failure to maintain insurance as required by this Contract constitutes a Material Breach of this Contract. Contractor must notify the City in writing thirty



(30) Calendar Days prior to a cancellation, non-renewal, or changes to the insurance policy.

6.2.2 Additional Insureds. (08/19) For commercial general liability coverage, Contractor shall provide City with a blanket additional insured endorsement form that names the City of Portland, Oregon, and its officers, agents and employees, as an additional insured. The additional insured endorsement must be attached to the general liability certificate of insurance.

6.2.3 Insurance Costs. (08/19) Contractor shall be financially responsible for all premiums, deductibles, self-insured retentions, and self-insurance.

6.2.4 Coverage Requirements. (08/19) Contractor shall comply with the following insurance requirements:

6.2.4.1 Commercial General Liability. (08/19) Contractor shall acquire commercial general liability ("CGL") and property damage insurance coverage in an amount not less than \$2 million per occurrence for damage to property or personal injury arising from Contractor's work under this Contract.

6.2.4.2 ☒ Required and attached ☐ Reduced by Authorized Bureau Director ☐ Waived by Authorized Bureau Director

6.2.4.3 Automobile Liability. (08/19) Contractor shall acquire automobile liability insurance to cover bodily injury and property damage in an amount not less than \$2 million for each accident. Contractor's insurance must cover damages or injuries arising out Contractor's use of any vehicle.

☒ Required and attached ☐ Reduced by Authorized Bureau Director ☐ Waived by Authorized Bureau Director

6.2.4.4 Workers' Compensation. (08/19) Contractor shall comply with Oregon workers' compensation law, ORS Chapter 656, as it may be amended. If Contractor is required by ORS Chapter 656 to carry workers' compensation insurance, Contractor shall acquire workers' compensation coverage for all subject workers as defined by ORS Chapter 656 and shall maintain a current, valid certificate of workers' compensation insurance on file with the City for the entire period during which work is performed under this Contract. Contractor shall acquire workers compensation coverage in an amount not less than \$1 million each accident, \$1 million disease each employee, and \$1 million disease policy limit.

☒ Required and attached ☐ Proof of exemption (Complete Independent Contractor Certification Statement)

6.2.5 Insurance Requirements for Subcontractors. (08/19) Contractor shall contractually require its Subcontractors to acquire and maintain for the duration of this Contract insurance equal to the minimum coverage limits required above.

6.3 Rolling Estoppel. (09/17) Unless otherwise notified by Contractor, it shall be understood that the City shall have met all its obligations under this Contract. The City will be conclusively deemed to have fulfilled its obligations, unless it receives written notification described in the process outlined in Exhibits B and C.

6.3.1 Contractor is estopped from claiming that a situation has arisen that might otherwise justify changes in Project timetable, the standards of performance under this Contract, or the Contract price, if Contractor knew of that problem and failed to provide notification to the City as set forth above or to include it in the applicable status report to the City's project manager.

6.3.2 In the event Contractor identifies a situation that is impairing Contractor's ability to perform for any reason, Contractor's notification should contain Contractor's suggested solutions to the situation. These suggestions should be in sufficient detail so that the City's Project Manager can make a prompt decision as to the best method of dealing with the problem and continuing the Project in an unimpeded fashion.

6.4 Dispute Resolution. (09/17) Contractor shall cooperate with the City to ensure that all claims and controversies which arise during this Contract will be resolved as expeditiously as possible in accordance with the following resolution procedure:

6.4.1 Any dispute between the City and Contractor, including any dispute related to a party's scope of work that is not resolved after following the complaint procedure set forth in Exhibits B and C, shall be resolved, if possible by the Project Manager or their designee on behalf of the City and the Executive Director on behalf of Contractor.

6.4.2 If the Project Manager or the Project Manager's designee and Contractor are unable to resolve any dispute within three (3) Business Days after notice of such dispute is given by either Party to the other, the matter shall be submitted to the City Administrator or designated Deputy City Administrator on behalf of the City and the President & CEO on behalf of Contractor for resolution, if possible.

6.4.3 Should any dispute arise between the Parties concerning this Contract that is not resolved by mutual agreement above, it is agreed that such dispute will be submitted to mandatory mediated negotiation prior to any Party's commencing arbitration or litigation. In such an event, the Parties to this Contract agree to

participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the Parties, but in the absence of such agreement each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the Parties.

6.4.4 Should an equitable solution not result from the foregoing, the City and Contractor shall be free to pursue other remedies allowed under this Contract.

6.4.5 Unless ordered by the City to suspend performance of all or any portion of Contractor's Services or delivery of Goods, Contractor shall proceed with the performance of such Services or delivery of Goods without any interruption or delay during the pendency of any of the foregoing dispute resolution procedures. During the pendency of any of the foregoing dispute resolution procedures, the City shall continue to make all payments that are not in dispute while having the right to withhold payments that are in dispute.

6.5 Remedies. (09/17) The remedies provided in this Contract are cumulative and may be exercised concurrently or separately. In the event of any Material Breach by Contractor, which Material Breach shall not have been cured as agreed to between the Parties, the City shall have the ability to pursue the City's rights at law or equity. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.

6.6 Cost of Cover. (09/17) In the event of termination of this Contract by the City due to a Material Breach by Contractor, then the City may complete the Project itself, by agreement with another contractor, or by a combination thereof. After termination, in the event the cost of completing the Project exceeds the amount the City would have paid Contractor to complete the Project under this Contract, then Contractor shall pay to the City the amount of the reasonable excess.

## **SECTION 7 MISCELLANEOUS**

7.1 Social Media. (7/18) Contractor will manage social media pages in compliance with the City's Social Media Policy, HR 4.08A.  
<https://www.portlandoregon.gov/citycode/article/372781>

7.2 Video and Audio. (7/18) Contractor will create video or audio in compliance with the Twenty-First Century Communications and Video Accessibility Act of 2010 and the

City's Closed Captioning requirement ARC- BTS 3.04.  
<https://www.portlandoregon.gov/citycode/article/462666>

7.3 Websites (08/19) Any Contractor's Website created for the City must be compliant with ARC-BTS 3.02. <https://www.portlandoregon.gov/citycode/article/114337> Contractor shall ensure that the webpages comply with version 2.1 Level AA of the "Web Content Accessibility Guidelines" published by the Web Accessibility Initiative (WAI) of the World Wide Web Consortium (W3C), or any subsequent version(s) that are published during the term of the Contract

#### 7.4 Transition from Previous Contract.

7.4.1 Given it is understood by both Parties that this contract contains changes compared to the previous contract between them, it is agreed that the Contractor will have two months from the Effective Date to implement all terms and conditions contained within the main body of the contract, and six months from the Effective Date to implement all terms and conditions contained within Exhibit B: Downtown Portland Enhanced Service District Annual Statement of Work.

7.4.2 Notwithstanding Section 7.4.1, the ESD Coordinator will have discretion to allow additional time (in excess of six months from the Effective Date) for Contractor to implement specific provisions of Exhibit B: Downtown Portland Enhanced Service District Annual Statement of Work. Contractor will submit a request for such additional time in writing to the ESD Coordinator. The writing will describe the terms and conditions of Exhibit B for which additional time for implementation is requested, the reason Contractor is requesting additional time, and the new date by which Contractor will comply with applicable terms and conditions of Exhibit B. The ESD Coordinator and Contractor will mutually agree in writing to the terms of any additional time for implementation.

## SIGNATURE PAGE

(08/19)

Contractor represents that Contractor has had the opportunity to consult with its own independently selected attorney in the review of this Contract. Neither Party has relied upon any representations or statements made by the other Party that are not specifically set forth in this Contract.

This Contract constitutes the entire agreement between the City and Contractor and supersedes all prior and contemporaneous proposals and oral and written agreements, between the Parties on this subject, and any different or additional terms on a City purchase order or Contractor quotation or invoice.

The Parties agree that they may execute this Contract and any Amendments to this Contract, by electronic means, including the use of electronic signatures.

This Contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereby cause this Contract to be executed.

### CONTRACTOR

|                       |                  |
|-----------------------|------------------|
| <u>Tessa Peterson</u> | <u>12/3/2024</u> |
| Authorized Signature  | Date             |

|                                    |
|------------------------------------|
| <u>Tessa Peterson, Board Chair</u> |
| Printed Name and Title             |

|          |                                     |
|----------|-------------------------------------|
| Address: | <u>121 SW Salmon St. Suite 1440</u> |
|          | <u>Portland, Oregon 97204</u>       |

|        |                     |
|--------|---------------------|
| Phone: | <u>503-388-3888</u> |
|--------|---------------------|

|        |   |
|--------|---|
| Email: | <u>Tessa.Peterson@riverplacehotel.com</u> |
|--------|---|

Contract Number: 30009029

Amendment Number: 191956

Contract Title: Contract for Enhanced Service District Management Services for Downtown  
Portland Enhanced Service District

CITY OF PORTLAND SIGNATURES

By:   
City Administrator

Date: 12/17/24

By: N/A  
Chief Procurement Officer

Date: \_\_\_\_\_

By: N/A  
Elected Official

Date: \_\_\_\_\_

Approved:

By: N/A  
Office of City Auditor

Date: \_\_\_\_\_

Approved as to Form:

By: Approved as to Form - LLaw  
Office of City Attorney

Digitally signed by Approved as to Form - LLaw  
Date: 2024.12.04 09:02:23 -08'00'

Date: \_\_\_\_\_

**Exhibit A**

**Downtown Portland Enhanced Service District**

**Downtown Services Program  
Five Year Contract Budget and Annual Budget  
October 1, 2025 – September 30, 2030**

**for the Contract**

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

**1. Projected Five Year Contract Budget: \$52,517,241 Million**

|   |                      |
|---|----------------------|
| Year 1: October 1, 2025 – September 30, 2026: | \$9,891,862 Million  |
| Year 2: October 1, 2026 – September 30, 2027: | \$10,188,618 Million |
| Year 3: October 1, 2027 – September 30, 2028: | \$10,494,278 Million |
| Year 4: October 1, 2028 – September 30, 2029: | \$10,809,105 Million |
| Year 5: October 1, 2029 – September 30, 2030: | \$11,133,378 Million |

**2. Year 1: October 1, 2025 - September 30, 2026 Annual Budget**

To be provided by DC&S upon City Council approval of Exhibit B: Annual Statement of Work

**Exhibit B**  
**Statement of Work**

**Downtown Portland Clean & Safe ENHANCED SERVICE DISTRICT**  
**Annual Statement of Work**  
**October 1, 2025 – September 30, 2026**

**for the Contract**  
**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”), 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 & Safe Program will provide the following services:

**SECTION 1 ENHANCED SERVICE DISTRICT EVALUATION.**

- 1.1 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.

**SECTION 2 Public Safety Program**



2.1 Downtown Clean & Safe Safety Coordinators (“Clean & Safe Safety Coordinators”) position overview:

- 2.1.1 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;
- 2.1.2 At the request of the Portland Police Bureau (PPB), engage in problem-solving to reduce the fear of crime and prevent street disorder;
- 2.1.3 Apply community policing and crime prevention strategies to identify stakeholders and focus efforts to help reduce street disorder;
- 2.1.4 Prepare and distribute public safety communications among businesses and organizations in the District; and
- 2.1.5 Provide information and wayfinding services to downtown users.

2.2 In performance of their duties, Clean & Safe Safety Coordinators shall:

- 2.2.1 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;
- 2.2.2 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;
- 2.2.3 Attempt to stop criminal conduct and street disorder whenever possible by observing and reporting such conduct and disorder to PPB;
- 2.2.4 Report criminal activities to the PPB, avoiding participation in arrests or criminal investigations except in an emergency; or when:
- 2.2.5 Engage in problem-solving at the request of the PPB and community policy strategies;
- 2.2.6 Maintain a daily log and file incident reports;
- 2.2.7 Be either armed or unarmed Safety Coordinator, uniformed, and radio-equipped to communicate with Shift Supervisors, PPB officers and other public agencies as required;
  - 2.2.7.1 At no time will more than five (5) Clean & Safe Safety Coordinators be armed;
- 2.2.8 Abide by Oregon State law and Department of Public Safety Standards and Training (“DPSST”) certification standards applicable to private security; and,
- 2.2.9 Clean & Safe commits to working with the City of Portland Enhanced Service District Coordinator to examine the need for further training beyond DPSST certification standards, especially in de-escalation techniques, mental health crisis response, trauma-informed care interventions, and social service safety net referrals.

- 2.3 The Clean & Safe Safety Coordinators shall be under the direction of the following personnel:
  - 2.3.1 Shift Supervisors. The Shift Supervisors shall:
    - 2.3.1.1 Assign day-to-day responsibilities for the Clean & Safe Safety Coordinators on duty;
    - 2.3.1.2 Responsible for scheduling, performance reports, continuing in-service training, crew and program evaluation, and disciplinary actions;
    - 2.3.1.3 Armed or unarmed, uniformed, and radio-equipped to communicate and allow contact with PPB 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; and
    - 2.3.1.4 Full-time with salary based on a 40-hour work week.
  - 2.3.2 Site Manager (SM). The SM shall:
    - 2.3.2.1 Supervise the Shift Supervisors;
    - 2.3.2.2 Provide shift relief to the Shift Supervisor as necessary;
    - 2.3.2.3 Attend planning meetings with District personnel and other downtown stakeholders; and,
    - 2.3.2.4 Oversee the receipt and investigation of citizen complaints regarding Clean & Safe Safety Coordinators in accordance with Section X, Subsection K of this Contract.
- 2.4 Portland Police Bureau Clean & Safe Officers. Clean & Safe has a separate partnership MOU with Portland Police Bureau to partner with the PPB Bike Unit. PPB and Clean & Safe will strive to ensure a formal partnership continues after the separate contract #30008077 expires on July 1, 2025.
  - 2.4.1 Working bicycle patrols focused on areas of high reported calls for service and crime;
  - 2.4.2 Working with and assisting Clean & Safe Safety Coordinators and other PPB District Safety Coordinators to address shared public safety problems;
  - 2.4.3 Engaging in problem solving and community policing activities to enhance District crime and disorder prevention services;
  - 2.4.4 Are radio-equipped to communicate with Shift Supervisors in response to meeting the shared goals of the MOU.
  - 2.4.5 Collaborate with Clean & Safe Operational Leadership to collectively address community safety and livability issues Downtown.
- 2.5 Operations of the Public Safety Program shall generally be carried out as follows:
  - 2.5.1 All Shift Supervisors and Clean & Safe Safety Coordinators will wear appropriate uniforms with the Clean & Safe insignia that are clearly distinct from PPB officer uniforms, clearly visible nametags, and maintain a neat and clean appearance.
  - 2.5.2 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.

- 2.5.3 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.
- 2.5.4 Shift Supervisors shall also maintain direct contact with the District's Janitorial Supervisor to ensure the coordination of security and cleaning efforts.
- 2.5.5 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.
- 2.5.6 Public Safety Program hours of operation shall generally be as follows:
  - 2.5.6.1 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
  - 2.5.6.2 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
  - 2.5.6.3 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
- 2.5.7 PPB Officers working through the partnership with Clean & Safe Program staff will share appropriate data with regards to specific work assignments and shift schedule, informing availability of support. All factors are determined by Central Precinct command staff for each shift and patrol based on factors including, but not limited to:
  - 2.5.7.1 Number of calls for service within each police patrol district
  - 2.5.7.2 Priority calls for service
  - 2.5.7.3 Time of day
  - 2.5.7.4 Day of week
  - 2.5.7.5 Geographic factors
  - 2.5.7.6 Planned or unplanned emergency events and other community public safety situations; and
  - 2.5.7.7 Other law enforcement and public safety factors
- 2.5.8 Patrol routes will be configured for more frequent coverage in areas of high pedestrian activity and high rates of calls for service and crime
- 2.5.9 Deployment strategies will vary based on changes in pedestrian traffic, high rates of calls for service and crime, and special events.

### **SECTION 3 Healthy Sidewalk Program**

#### **3.1 Sidewalk Ambassador position overview:**

- 3.1.1 Sidewalk Ambassadors provide a friendly first point of contact with members of the community and tourists for the Clean & Safe's Healthy Sidewalk Program.
  - 3.1.2 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."
  - 3.1.3 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.
  - 3.1.4 Sidewalk Ambassadors will serve as additional eyes and ears for the District's community safety and mental health services programs.
- 3.2 In performance of their duties, Sidewalk Ambassadors shall:
- 3.2.1 Be equipped with a mobile phone and mobile bike kiosks and receive additional training in first aid, CPR, and trauma-informed mental health training.
  - 3.2.2 Sidewalk Ambassadors shall be unarmed at all times.
  - 3.2.3 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.
  - 3.2.4 Be able to provide information about cultural institutions, museums, and special events downtown.
  - 3.2.5 Provide a friendly face to help people navigate the city and enjoy their time Downtown.
  - 3.2.6 Facilitate community access to social services and agencies through a range of activities such as outreach, community education, informal counseling, social support, and advocacy.
  - 3.2.7 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.
  - 3.2.8 Provide the general public with City and County resources by sharing information on the 311 program.
  - 3.2.9 Wear the uniform and insignias to identify them as Sidewalk Ambassadors with the Downtown Services Program and Clean & Safe distinct from uniforms worn by Clean & Safe Safety Coordinators.
  - 3.2.10 Maintain a neat and clean appearance and conduct duties in an orderly manner with a high degree of courtesy and politeness.
  - 3.2.11 Report cleaning and safety issues in the District to appropriate personnel.

## **SECTION 4 Community Health Outreach Program**

- 4.1 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.
- 4.2 Community Health Outreach Worker position overview:
  - 4.2.1 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.
  - 4.2.2 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.
  - 4.2.3 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.
  - 4.2.4 Conduct brief informal assessments to determine which culturally appropriate health services will best meet individual needs and assist individuals in connecting to those services.
    - 4.2.4.1 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.
  - 4.2.5 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.
  - 4.2.6 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.
  - 4.2.7 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.

## **SECTION 5 Janitorial Program**

- 5.1 Clean & Safe will fund Janitorial Workers who shall patrol the areas within the District to perform various cleaning services.
- 5.2 Janitorial Workers position overview:
  - 5.2.1 Perform sweeping throughout the District.

- 5.2.2 Remove stains and pressure wash all District blocks unless otherwise covered by alternative contracted cleaning services (e.g., light rail/bus mall sidewalks).
- 5.2.3 Remove debris and weeds from sidewalks and tree wells, Portland Streetcar Stations, and other areas.
- 5.2.4 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.
- 5.2.5 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 & 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.

### 5.3 Special Projects Crew

- 5.3.1 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.
- 5.3.2 Work ten (10) hour shifts, four (4) days a week with staggered starting times.
- 5.3.3 Be equipped for communication with the Business Director, Business Manager, and Supervisors.
- 5.3.4 Be equipped with a truck, pressure washer, detergents, brooms, brushes, ladders, tools, squeegees, buckets, and other appropriate tools.

### 5.4 Bicycle Janitors position overview:

- 5.4.1 Be equipped for communication with the Business Director, Business Manager, and Supervisor.
- 5.4.2 Work eight (8) hour shifts Monday through Sunday.
- 5.4.3 Ride a specially outfitted bicycle that is equipped with a 5-gallon water tank and cleaning tools.
- 5.4.4 Perform duties that include, but are not limited to, biohazard clean-ups such as removal of feces, urine, vomit, and needles.

### 5.5 Management and Operations

- 5.5.1 Clean & Safe will deploy a leased truck with a minimum of one cleaner/driver to pick up bagged garbage throughout the District.
- 5.5.2 The Janitorial Workers, Bicycle Janitors, and Special Projects Crew shall be under the direction of the following personnel provided by Clean & Safe:
  - 5.5.2.1 Business Director

- 5.5.2.1.1 Responsible for the overall performance of the Janitorial Program.
- 5.5.2.1.2 Attend meetings with District employees and stakeholders.
- 5.5.2.1.3 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.
- 5.5.2.1.4 Be a FTE with a salary based on a 40-hour week.
- 5.5.2.2 Business Manager
  - 5.5.2.2.1 Assign day-to-day responsibilities for the Janitorial Workers, Bicycle Janitors, and Special Projects Crew on duty.
  - 5.5.2.2.2 Be responsible for scheduling, performance reports, continuing in-service training, crew and program evaluation, and disciplinary action.
  - 5.5.2.2.3 Maintain and operate a community-based system for efficient reporting and tracking of janitorial needs in the District.
  - 5.5.2.2.4 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
  - 5.5.2.2.5 Be a FTE with a salary based on a 40-hour week.
- 5.5.2.3 Supervisor
  - 5.5.2.3.1 Supervise the Janitorial Workers, Bicycle Janitors, and the Special Projects Crew.
  - 5.5.2.3.2 Survey and monitor the District for quality control purposes.
  - 5.5.2.3.3 Be a FTE with a salary based on a 40-hour week.
- 5.5.3 The Janitorial Program will primarily hire from the formerly houseless population within the District.
- 5.5.4 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.
- 5.5.5 General Scope of Cleaning Services
  - 5.5.5.1 Special Projects Mobile Cleaners – (2.0 FTE)
    - 5.5.5.1.1 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.
  - 5.5.5.2 Mobile Trash Cleaner – (3.0 FTE)
    - 5.5.5.2.1 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.

5.5.5.3 Temporary Trainees Sidewalk Cleaners – (8.0 FTE)

5.5.5.3.1 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.

5.5.5.4 Sidewalk Cleaners/Trainers – (2.0 FTE)

5.5.5.4.1 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.

5.5.5.5 Bicycle Cleaners – (5.0 FTE)

5.5.5.5.1 Five Bicycle Cleaners will follow predetermined cleaning schedules in the main areas of the Clean & 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.

5.5.5.6 Pressure Washers – (3.0 FTE)

5.5.5.6.1 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 & Safe, for in-kind services defined in the contract.

5.5.5.7 Management Team – (2.0 FTE)

5.5.5.7.1 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.

## SECTION 6 Crow Abatement



- 6.1 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.
- 6.2 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.
- 6.3 Clean & Safe will evaluate the effectiveness of the Crow Abatement Program annually with the City of Portland Enhanced Services District Coordinator.

## **SECTION 7 Downtown Retail Development Program: General Business Assistance Recruitment and Retention**

- 7.1 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.
- 7.2 The Downtown Retail Development Program will include, pending staffing resources with the City's elimination of the funding for a "Downtown Retail Advocate" position in 2024:
  - 7.2.1 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.
  - 7.2.2 On-going, regular analysis of existing office and retail data to continue programs for identifying opportunities for business recruitment, expansion, and retention.
  - 7.2.3 Regular contact with the brokerage community to identify opportunities to assist in business recruitment and retention efforts.
  - 7.2.4 Problem resolution and technical assistance for office and retail tenants.
- 7.3 The Downtown Retail Development Program shall coordinate office and retail business development services activities. These activities may include:
  - 7.3.1 Promote a healthy downtown retail climate, while promoting a diverse mix of local retailers and high-end profile national chains and department stores.

- 7.3.2 Downtown Retail Strategy plan implementation
  - 7.3.3 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.
  - 7.3.4 Broker and property owner/manager roundtables as needed in coordination with Prosper Portland and the Downtown Retail Advocate.
  - 7.3.5 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.
  - 7.3.6 Coordinate with other District service areas as appropriate to support business development needs, particularly in the area of crime prevention and public policy/advocacy.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 Coordinate additional sidewalk amenities including wayfinding, banners, etc. to support clean and organized public spaces.

## **SECTION 8 DOWNTOWN ECONOMIC DEVELOPMENT PROGRAM**

- 8.1 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.

8.2 The Downtown Economic Development Program will include:

- 8.2.1 Conducting market research to develop an understanding of the Central City market and drive economic development, marketing, and retail efforts.
- 8.2.2 Working with government entities to overcome identified obstacles to business development.
- 8.2.3 Identify business climate issues and performing program advocacy to mitigate these issues and promote a positive business environment.

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

- 8.3.1 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.
- 8.3.2 Conducting research of the Central City parking inventory, hotel density and property descriptions for use by investors and developers.
- 8.3.3 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.

## **SECTION 9 CITY AND COMMUNITY RELATIONS**

9.1 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.

9.2 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:

- 9.2.1 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.
- 9.2.2 Analyzing public policy initiatives by the City and other local governments to measure and communicate their impact on downtown.

- 9.2.3 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.
- 9.2.4 Preparing regular and on-going updates regarding policy initiatives related to downtown Portland and the District for the Clean & Safe Board of Directors.
- 9.2.5 Assisting the City with maintaining consistent input from downtown Portland stakeholders.
- 9.2.6 Ensuring that Clean & Safe meets all of its periodic disclosure requirements to the City.

## **SECTION 10 ADMINISTRATION, TRANSPARENCY, AND ACCOUNTABILITY**

### **10.1 Employment and Retention of Contractors**

- 10.1.1 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.

### **10.2 Board of Directors**

- 10.2.1 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.
- 10.2.2 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.

### **10.3 Fiduciary Accountability**

- 10.3.1 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:
  - 10.3.1.1 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
  - 10.3.1.2 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.
  - 10.3.1.3 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.

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

#### 10.4 EDS Program Support

- 10.4.1 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.

#### 10.5 Transparency

- 10.5.1 Clean & Safe will provide monthly financial statements to City of Portland Enhanced Services District Coordinator at monthly Clean & Safe Board meetings.
  - 10.5.1.1 The City of Portland Enhanced Services District Coordinator will be given access to Clean & Safe financial records and contracts upon request.
- 10.5.2 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.
- 10.5.3 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:
  - 10.5.3.1 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.
  - 10.5.3.2 List of complaints and commendations received regarding activities of Safety Coordinators, including summaries of any investigations and findings related to said complaints.
  - 10.5.3.3 Uses of force by or against Safety Coordinators.
- 10.5.4 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:
  - 10.5.4.1 Information on how to file a complaint with Clean & Safe.
  - 10.5.4.2 Information on how to file a complaint directly with DPSST.

10.5.4.3 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.

10.5.5 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.

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

10.5.7 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:

10.5.7.1 Financial information such as a statement of financial position, statement of activities, statement of functional expenses, and statement of cash flows.

10.5.7.2 Descriptions of programs, including relevant statistics to aid in highlighting each program's scope and effectiveness.

10.5.7.3 Descriptions of activities related to stakeholder outreach and engagement.

10.5.7.4 Information as agreed upon by Clean & Safe and the City of Portland Enhanced Services District Coordinator.

10.5.8 Clean & Safe will hold at least one annual meeting open to all ratepayers with the purpose of educating ratepayers about Clean & Safe programs and budget priorities, while providing an opportunity to answer questions and receive feedback.

## 10.6 Accountability

10.6.1 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.

10.6.2 Clean & Safe will follow and comply with the City of Portland Sustainable Procurement Policy.

10.6.3 The City of Portland Enhanced Services District Coordinator will serve as an ex-officio non-voting member of the Clean & Safe Board of Directors.

## **SECTION 11 CITY OF PORTLAND PARK MANAGEMENT PROGRAM**

11.1 Clean & Safe currently partners with the City of Portland Parks and Recreation Bureau (PP&R) on an additional one-year project (July 2025 – June 2026) 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 #30009029 (Exhibit C, Section I, Subsection C).

11.2 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, Subsection 1.3.

*The remainder of this page is intentionally left blank.*

**Exhibit C**  
**City Scope of Works**

**Enhanced Service District Annual City Basic Services**  
**October 1, 2025 – September 30, 2026**

**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, the City will strive to maintain public services with the District at the following activity levels:

**SECTION 1 BASIC SERVICES**

**1.1 Bureau of Planning and Sustainability (BPS)**

**1.1.1 BPS Public Trash Cans**

**1.1.1.1 Trash can collection occurs 7 days per week.**

**1.1.2 BPS Public Trash Can Maintenance and Graffiti Removal**

**1.1.2.1 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](http://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.**

**1.1.3 Graffiti Abatement on Private Property**



- 1.1.3.1 Graffiti abatement on private property requires an agreement between the City and private property owner and consists of the following options:
  - 1.1.3.1.1 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](http://www.portland.gov/bps/graffiti/volunteer)
  - 1.1.3.1.2 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](http://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](http://www.portland.gov/bps/graffiti/request-services).
- 1.1.3.2 The City of Portland's Graffiti Program does not guarantee graffiti removal assistance for all circumstances and locations.

## 1.2 Portland Bureau of Transportation (PBOT)

### 1.2.1 Streets and Right-of-Way

- 1.2.1.1 PBOT will maintain all street resurfacing, signage, signals/signal cabinets, striping, paving crosswalks, bike lanes, light poles, parking meters, and public garages.
- 1.2.1.2 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.
  - 1.2.1.2.1 ESD must call PBOT's 24/7 emergency hotline at 503-823-1700 to report roadway obstructions.

### 1.2.2 Resurfacing and Paving

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

### 1.2.3 Striping of Right-of-Way

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

### 1.2.4 Signals and Signal Cabinets

- 1.2.4.1 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.

1.2.5 Crosswalks

1.2.5.1 To be maintained such that they are functional and safe.

1.2.6 Light Poles

1.2.6.1 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.

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

1.2.7.1 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.

1.2.8 Parking Meters

1.2.8.1 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.

1.2.9 Bike Lanes

1.2.9.1 To be maintained such that they are functional and safe.

1.2.10 Street Sweeping

1.2.10.1 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.

1.2.10.2 PBOT will strive to coordinate street sweeping with ESD to maximize their resources.

1.2.11 Parking Enforcement

1.2.11.1 Parking Enforcement patrols to occur daily.

1.2.12 Junk Auto and RV Removal

1.2.12.1 For unoccupied or abandoned RVs and vehicles, removal occurs within approximately 10 days of reporting.

1.2.12.2 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.

1.2.13 Parking Garages

1.2.13.1 Graffiti Abatement

- 1.2.13.1.1 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.
- 1.2.13.2 PARCS Repairs and Replacements
  - 1.2.13.2.1 Repairs to PARCS are conducted on an “as needed” basis and is included in SP+ contract.
  - 1.2.13.2.2 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.
- 1.2.13.3 Janitorial Services
  - 1.2.13.3.1 Janitorial services are provided by SP+ daily, 7 days a week.
- 1.2.14 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.
- 1.2.15 *PBOT maintenance is pursuant to applicable City transportation administrative rules. For further details, please see [www.portland.gov/policies/transportation](http://www.portland.gov/policies/transportation).*

### 1.3 Portland Parks and Recreation (PPR)

- 1.3.1 Litter Pick Up
  - 1.3.1.1 To occur daily at all Parks and Rec assets.
- 1.3.2 Trash Receptacle Changing
  - 1.3.2.1 To occur daily at all Parks and Rec assets.
- 1.3.3 Graffiti Abatement
  - 1.3.3.1 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.
- 1.3.4 Irrigation Repair and Landscape Maintenance
  - 1.3.4.1 Mainline repairs, backflow inspection, testing and repairs are done on demand, generally between May and November.
- 1.3.5 Mowing and Landscaping Maintenance
  - 1.3.5.1 To occur weekly between March and November.
- 1.3.6 Fall Leaf Removal

- 1.3.6.1 To occur as needed during 6-week leaf season.
- 1.3.7 Planter Maintenance
  - 1.3.7.1 Planters are serviced 2x/week for watering needs, trash and bio-hazard removal, pruning, and any needed plant replacement.
- 1.3.8 All aforementioned Parks and Recreation work applies to the following parks within this ESD: North Park Blocks, Director Park, 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.*
- 1.3.9 Litter Pick Up
  - 1.3.9.1 N/A - Park and Rec-owned land but managed by Lan Su and The Square.
- 1.3.10 Trash Receptacle Changing
  - 1.3.10.1 N/A - Park and Rec-owned land but managed by Lan Su and The Square.
- 1.3.11 Graffiti Abatement
  - 1.3.11.1 N/A - Park and Rec-owned land but managed by Lan Su and The Square.
- 1.3.12 Irrigation Repair and Landscape Maintenance
  - 1.3.12.1 Mainline repairs, backflow inspection, testing and repairs are done on demand, generally between May and November.
- 1.3.13 Mowing and Landscaping Maintenance
  - 1.3.13.1 N/A - Park and Rec-owned land but managed by Lan Su and The Square.
- 1.3.14 Fall Leaf Removal
  - 1.3.14.1 N/A - Park and Rec-owned land but managed by Lan Su and The Square.
- 1.3.15 Planter Maintenance
  - 1.3.15.1 Planters are serviced 2x/week for watering needs, trash and bio-hazard removal, pruning, and any needed plant replacement.
- 1.3.16 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.
- 1.3.17 Fountain Maintenance
  - 1.3.17.1 Non-Interactive Fountains

- 1.3.17.1.1 The Source, Pettygrove, The Car Wash, Lee Kelly, Gerber Animals, Pioneer Courthouse Square, Shemanski, Littman, Loyal B. Stearns, Skidmore, Thomas Elk, and 4 Ponds
  - 1.3.17.1.1.1 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.
- 1.3.17.1.2 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.
- 1.3.17.1.3 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.
- 1.3.17.2 Interactive Fountains
  - 1.3.17.2.1 Director Park, Lovejoy, Ira Keller, Jamison SQ, Naito, and Salmon Springs
    - 1.3.17.2.1.1 Inspections are done 7x/weekly when in operation from spring through early fall. All fountains are winterized to prepare for cold weather.
- 1.3.18 Park Rangers
  - 1.3.18.1 Park Patrols
    - 1.3.18.1.1 Regular patrols within district parks
      - 1.3.18.1.1.1 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.
    - 1.3.18.1.2 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.

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

1.3.19 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.

#### 1.4 Portland Water Bureau (PWB)

1.4.1 Benson Bubblers Cleaning and Maintenance

1.4.1.1 To occur once every two weeks.

#### 1.5 Portland Streetcar

1.5.1 Trash Can Collection at Portland Streetcar Stations

1.5.1.1 To occur 2x's weekly with priority response to hazards (e.g., needles biohazards and scattered trash).

1.5.1.2 Portland Streetcar confirms there is no City Labor Conflict relating to ESD contractor cleaning overlap at Portland Streetcar stations.

1.5.2 General Cleaning of Litter, Benches, and Ticket Machines at Portland Streetcar Stations

1.5.2.1 Inspections are done weekly.

1.5.2.2 Power washing is done as needed and only to address large messes (e.g., messes that are not easily picked up).

1.5.2.3 Portland Streetcar confirms there is no City Labor Conflicts relating to ESD contractor cleaning overlap at Portland Streetcar stations.

1.5.3 Graffiti Removal at Portland Streetcar Stations

1.5.3.1 Inspections are done weekly with most instances of graffiti addressed the same day as reported with immediate response to hate-graffiti.

1.5.4 Replacement of Shelter Glass at Portland Streetcar Stations

1.5.4.1 Repairs are generally performed within 30 days of being reported.

1.5.4.2 Shelters seeing repeated vandalism may have extended repair times.

#### 1.6 Portland Police Bureau (PPB)

1.6.1 Public Safety

- 1.6.1.1 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.

## 1.7 Impact Reduction Program (Office of Management and Finance – OMF)

- 1.7.1 Assessment of Campsites
  - 1.7.1.1 To occur within 8 days of reporting.
- 1.7.2 Dispatch Cleaning Team
  - 1.7.2.1 To occur within 8 days of reporting.
- 1.7.3 Removal of High-Risk Sites
  - 1.7.3.1 To occur within 6 weeks of reporting.
- 1.7.4 Collaboration with ESD Teams
  - 1.7.4.1 To occur as needed and/or upon request by ESD.

## 1.8 Bureau of Environmental Services

- 1.8.1 Green Street Maintenance
  - 1.8.1.1 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.

## **SECTION 2 REPORTING AND DISPUTES OF SERVICE**

- 2.1 The City will provide to Clean & Safe, Inc. quarterly reports documenting the services provided under and in accordance with this Exhibit C.
- 2.2 The Clean & 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.
  - 2.2.1 Concerns or complaints must be sent, in writing or email, to the City of Portland Enhanced Service District Coordinator.
  - 2.2.2 Upon receipt, the City of Portland Enhanced Service District Coordinator will have fifteen (15) business days to review and formally respond.

2.2.3 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.

2.3 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 & Safe, Inc. for its review and comment. If the City makes such a change, Clean & 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 & Safe, Inc. Annual Statement of Work (Exhibit B to the Contract), to be submitted to the City for review, comment, and approval.



**Exhibit D  
City Services**

**License Fee Administration Services in Support of Contractor  
October 1, 2025 – September 30, 2030  
for the Contract**

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

The 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 on 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 District property managers towards the Clean & Safe and the City.
2. Customer Service. 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. The City will provide quarterly "delinquency reports" to the Executive Director of Clean & Safe for any District ratepayer in a past due or delinquent status.
3. Receiving Payments. The Division will receive all license payments (excluding voluntary payments made directly to Clean & Safe) and enter them to the License Fee fund maintained by the City. If Clean & Safe receives a voluntary payment for license fees, it must notify the Division within fourteen (14) days of receipt for the Division to correctly calculate the license collection fees owed for any given license year. Voluntary payments are included in the Division's calculation for cost of service.
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

5.1. Collections. Clean & Safe will monitor payments and encourage Clean & Safe 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.

5.2. 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. The City, at the written request of Clean & Safe, will provide written documentation of any amount so billed, payable, and deducted. The term "City costs" as used in this subsection means:

5.2.1. City costs and disbursements as defined in ORCP 68(A)(2);

5.2.2. 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

5.2.3. the cost of Revenue Division staff time based on actual hourly costs of Division staff, all without the addition of an overhead charge.

6. Service Problems. Whenever the Division receives comments that are about Clean & Safe District Services, the Division will notify of those comments as soon as is reasonably possible. The Division may notify by telephone, electronic mail, or otherwise. Clean & Safe must reasonably attempt to resolve all service-related problems and inform the Division of its efforts at resolution.

## 7. Divisions Administration Costs:

7.1. The City will provide collection services to Clean & Safe for a fee of 2% of the total District License Fee billings for License years beginning on or after October 1, 2021. The base for the administration fee shall include 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, that such penalties shall be used to partially offset the Division's costs of administration, 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.

7.2. The 2% collection services fee under subsection 7.1 will be charged against "lighting revenues" as defined in City Code Section 6.06.216 and against those License Fee

revenues that are not “lighting revenues” in proportion to the relative amounts of those revenues. (For example, if the billings for “lighting revenues” are \$500,000 and the billings for revenues that are not “lighting revenues” are \$3,000,000 in a license year, then \$5,000 of the collections services fee will be charged against the “lighting revenues” and \$30,000 will be charged against revenues that are not “lighting revenues”).

7.3. In addition to the 2% fee in subsection 7.1 above, an allocation of direct overhead charges will be deducted to arrive at the net License Fee revenues payable to Clean & Safe. Direct overhead charges include, but may not be limited to, General Fund Overhead (GFOH) charge and Enterprise Business System (EBS) services.

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 (Collection Litigation Costs) and 7 (Division's Administration Costs), must be agreed upon in advance by the Division and Clean & Safe. Those costs will be billed to Clean & Safe separately, and they will be payable and deducted from the next Division disbursement of funds to Clean & Safe. Division's Administrative Costs are different than Collection Litigation Costs.