

Portland, Oregon

FINANCIAL IMPACT and PUBLIC INVOLVEMENT STATEMENT For Council Action Items

(Deliver original to Financial Planning Division. Retain copy.)

1. Name of Initiator Kim Garcia		2. Telephone No. (503) 823-0763	3. Bureau/Office/Dept. Police/Fiscal Svcs.
4a. To be filed (date): <i>April 4, 2012</i>	4b. Calendar (Check One) Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> 4/5ths <input type="checkbox"/>		5. Date Submitted to Commissioner's office and FPD Budget Analyst: <i>April 4, 2012</i>
6a. Financial Impact Section: <input checked="" type="checkbox"/> Financial impact section completed		6b. Public Involvement Section: <input checked="" type="checkbox"/> Public involvement section completed	

1) Legislation Title:

* Authorize a contract with the Portland Business Alliance to provide policing services for the Clean and Safe Program (Ordinance)

2) Purpose of the Proposed Legislation:

The City of Portland has had a contract with the Portland Business Alliance (PBA) since 1997 to provide Portland Police Bureau (PPB) services in support of the Clean and Safe Program, with costs reimbursed by PBA in accordance with the terms of the Agreement. The existing agreement for these services expires June 30, 2012. This ordinance authorizes a new agreement to commence on July 1, 2012 to allow for continuation of the services and cost reimbursement without interruption. The new termination date will be June 30, 2017. At the option of Council; the contract may be renewed for an additional term of five years upon agreement of all the parties.

3) Which area(s) of the city are affected by this Council item? (Check all that apply—areas are based on formal neighborhood coalition boundaries)?

- | | | | |
|--|------------------------------------|------------------------------------|--------------------------------|
| <input type="checkbox"/> City-wide/Regional | <input type="checkbox"/> Northeast | <input type="checkbox"/> Northwest | <input type="checkbox"/> North |
| <input type="checkbox"/> Central Northeast | <input type="checkbox"/> Southeast | <input type="checkbox"/> Southwest | <input type="checkbox"/> East |
| <input checked="" type="checkbox"/> Central City | | | |
| <input type="checkbox"/> Internal City Government Services | | | |

FINANCIAL IMPACT

4) Revenue: Will this legislation generate or reduce current or future revenue coming to the City? If so, by how much? If so, please identify the source.

The revenue impact is an offset to the cost of the services provided (officers assigned) to the Clean and Safe Program.

5) Expense: What are the costs to the City related to this legislation? What is the source of funding for the expense? *(Please include costs in the current fiscal year as well as costs in future years. If the action is related to a grant or contract please include the local contribution or match required. If there is a project estimate, please identify the **level of confidence**.)*

The net expense impact is zero, since the PBA reimburses PPB for the cost of services provided.

6) Staffing Requirements:

- **Will any positions be created, eliminated or re-classified in the current year as a result of this legislation?** *(If new positions are created please include whether they will be part-time, full-time, limited term, or permanent positions. If the position is limited term please indicate the end of the term.)*

No positions will be created, eliminated, or re-classified in the current year as a result of continuing the agreement via a new contract.

- **Will positions be created or eliminated in *future years* as a result of this legislation?**

No positions to be created or eliminated or re-classified in future years as a result of continuing the agreement via a new contract.

(Complete the following section only if an amendment to the budget is proposed.)

7) Change in Appropriations *(If the accompanying ordinance amends the budget please reflect the dollar amount to be appropriated by this legislation. Include the appropriate cost elements that are to be loaded by accounting. Indicate "new" in Fund Center column if new center needs to be created. Use additional space if needed.)*

No change in appropriation is requested or required.

[Proceed to Public Involvement Section — REQUIRED as of July 1, 2011]

PUBLIC INVOLVEMENT

8) Was public involvement included in the development of this Council item (e.g. ordinance, resolution, or report)? Please check the appropriate box below:

- YES:** Please proceed to Question #9.
 NO: Please, explain why below; and proceed to Question #10.

This contract extends a relationship begun with an original contract that was approved in August 1997, prior to the new public involvement requirement.

9) If “YES,” please answer the following questions:

a) What impacts are anticipated in the community from this proposed Council item?

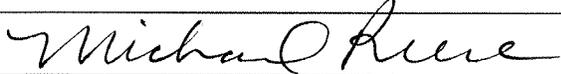
b) Which community and business groups, under-represented groups, organizations, external government entities, and other interested parties were involved in this effort, and when and how were they involved?

c) How did public involvement shape the outcome of this Council item?

d) Who designed and implemented the public involvement related to this Council item?

e) Primary contact for more information on this public involvement process (name, title, phone, email):

10) Is any future public involvement anticipated or necessary for this Council item? Please describe why or why not.



MICHAEL REESE, Chief of Police

CONTRACT NO. _____

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

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

RECITALS

1. SERVICE LEVEL. On an annual basis the parties will agree upon the level of police service including personnel, equipment, and related support, provided to PBA. PPB officers will remain employees of the City of Portland and shall not be considered employees or agents of PBA. For the purposes of this agreement, officers assigned to PBA shall be referred to as assigned to the PBA Clean and Safe Program.

2. ASSIGNMENTS.

a. Deployment. The parties recognize that PBA and PPB have legitimate interests in the management and deployment of police officers assigned to PBA. The parties shall work together to insure that the allocation and deployment of police personnel assigned to PBA is effective and efficient. It is not the intent of this agreement to supplant normally assigned PPB officers with contracted officers to patrol the Clean and Safe District.

b. Daily Operation. Supervision of the PPB officers assigned to the Clean and Safe program will be provided by the Clean and Safe security contractor and a PPB Sergeant designated by the Commander of Central Precinct. The PBA

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

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

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

3. REIMBURSEMENT OF COSTS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ORDINANCE No.

* Authorize a contract with the Portland Business Alliance to provide policing services for the Clean and Safe Program (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The City of Portland and the Association for Portland Progress (APP) entered into Contract No. 50948, dated October 23, 1997, to provide Portland Police Bureau (PPB) services to APP in support of the Clean and Safe Program, costs reimbursed by APP in accordance with the terms of the Agreement.
2. The Association for Portland Progress has since changed its name to the Portland Business Alliance (PBA).
3. The services assist in building and maintaining public confidence in the security and safety of the Clean and Safe District by deployment of additional Portland Police Officers in support of Patrol Officers and Guides of the District through crime prevention, proactive enforcement actions, and public safety problem solving.
4. The agreement for these services, Contract No. 50948, as amended by Ordinance 174868 passed by Council on September 6, 2000, then, by Contract No. 52911 passed by Council on June 21, 2006, and subsequently, as amended by Ordinance 181186 passed by Council on August 1, 2007, expires on June 30, 2012.
5. This ordinance authorizes a new agreement to commence on July 1, 2012 to allow for continuation of the services and cost reimbursement without interruption. The new termination date will be June 30, 2017. Under no circumstances may this agreement be extended beyond 10 years, which will be reached on June 30, 2022.

NOW, therefore, the Council directs:

- a. Mayor and City Auditor are authorized to enter into a contract with Portland Business Alliance in a form substantially in accordance with the contract attached as Exhibit A.

Section 2. The Council declares that an emergency exists because delay in execution of the contract would interrupt the continuation of the services and cost reimbursement; therefore this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council:
Mayor Sam Adams
Prepared by: Kim Garcia
Date Prepared: February 28, 2012

LaVonne Griffin-Valade
Auditor of the City of Portland
By

Deputy

Agenda No.
ORDINANCE NO.
Title

* Authorize a contract with the Portland Business Alliance to provide policing services for the Clean and Safe Program (Ordinance)

<p style="text-align: center;">INTRODUCED BY Commissioner/Auditor: Mayor Adams</p>	<p>CLERK USE: DATE FILED <u>APR 06 2012</u></p>
<p style="text-align: center;">COMMISSIONER APPROVAL</p> <p>Mayor—Finance and Administration - Adams</p> <p>Position 1/Utilities - Fritz</p> <p>Position 2/Works - Fish</p> <p>Position 3/Affairs - Saltzman</p> <p>Position 4/Safety - Leonard</p>	<p style="text-align: right;">LaVonne Griffin-Valade Auditor of the City of Portland</p> <p>By: <u><i>[Signature]</i></u> Deputy</p>
<p style="text-align: center;">BUREAU APPROVAL</p> <p>Bureau: Police Bureau Head: Chief Michael Reese <u><i>Michael Reese</i></u></p> <p>Prepared by: Kim Garcia Date Prepared: <u>March 29, 2012</u></p> <p>Financial Impact & Public Involvement Statement Completed <input checked="" type="checkbox"/> Amends Budget <input type="checkbox"/></p> <p>Portland Policy Document If "Yes" requires City Policy paragraph stated in document. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Council Meeting Date <u>April 11, 2012</u></p>	<p>ACTION TAKEN:</p> <p>APR 11 2012 REFERRED TO COMMISSIONER OF FINANCE AND ADMINISTRATION</p>
<p><input checked="" type="checkbox"/> City Attorney Approval</p>	

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

FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:	
	YEAS	NAYS
1. Fritz	1. Fritz	
2. Fish	2. Fish	
3. Saltzman	3. Saltzman	
4. Leonard	4. Leonard	
Adams	Adams	