



CITY OF PORTLAND

**AGREEMENT BETWEEN THE CITY OF PORTLAND AND CLEAN & SAFE, INC.,
REGARDING FUNDING OF PORTLAND POLICE BUREAU POSITIONS**

Contract Number: 30008077

The City of Portland (“City”), a municipal corporation of the State of Oregon, acting by and through the Police Bureau (“PPB”), and Clean & Safe, Inc. (“Clean & Safe”), a non-profit 501(c)(3) corporation, by and through their duly authorized representatives enter into this agreement (“Agreement”), for the purpose of providing police services to Clean & Safe in support of its programs. This Agreement may refer to the City and Clean & Safe individually as a “Party” or jointly as “Parties.”

This Agreement is authorized by Ordinance 190767.

The term of this Agreement will be from July 1, 2022 through June 30, 2025.

Party contacts and Contractor’s representative and City’s Project Manager for this Agreement are:

For City of Portland:	For Clean & Safe:
Name: Shawn Campbell	Name: Mark Wells
Title: ESD Coordinator	Title: Clean & Safe Director
Address: 1120 SW Fifth Avenue	Address: 121 S.W. Salmon St., Suite 1440
City, State: Portland, Oregon 97204	City, State: Portland, OR 97204
e-mail: shawn.campbell@portlandoregon.gov	e-mail: mwells@portlandalliance.com
Copy to:	Copy to:
Central Precinct Command Staff	
Portland Police Bureau	
1111 SW 2nd Ave.	
Portland OR 97204	

RECITALS

1. PURPOSE. Both Parties agree that the purpose of this Agreement is to transition out of the funding of PPB positions by Clean & Safe in support of Clean & Safe’s programs and services. This transition includes:

- a. A maximum of 24 months of continued funding of the PPB positions by Clean & Safe commencing on July 1, 2022 as outlined in Section 2 of this Agreement;
- b. A period of data collection commencing on July 1, 2022 as outlined in Section 3 of this Agreement; and
- c. A maximum of 12 months of levels of services funded by PPB in the Clean & Safe District commencing on July 1, 2024 as outlined in Section 4 of this Agreement.

2. FINAL YEARS OF CLEAN & SAFE FUNDING.

- a. TERM. The term of the final two years of Clean & Safe funding of PPB positions in support of Clean & Safe's programs and services will be July 1, 2022 through June 30, 2024.
- b. SERVICE LEVEL. The Parties agree that the level of police service will include up to four (4) PPB Officers equipped with bicycles. PPB personnel will remain employees of the City of Portland and shall not be considered employees or agents of C&S. For the purposes of this agreement, officers assigned to C&S shall be referred to as assigned to the Clean & Safe Program.
- c. ASSIGNMENTS.
 - i. Deployment. The Parties recognize that Clean & Safe and PPB have legitimate interests in the management and deployment of police officers assigned to Clean & Safe. The Parties agree to work together to ensure that the allocation and deployment of police personnel assigned to Clean & Safe 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 & Safe District.
 - ii. Daily Operation. Supervision of the PPB Officers assigned to the Clean & Safe Program will be provided by a PPB Sergeant designated by the Commander of Central Precinct. The Clean & Safe Director may provide input and identify concerns to the PPB Officers assigned to the overall Clean & Safe Program through periodic communications or meetings. Other details regarding the exact number of officers and daily operations will be agreed to annually and are set forth in Exhibit A, which is incorporated by this reference.

- iii. Policies and Procedures and Training. All officers assigned to the Clean & Safe Program will remain subject to the policies and procedures and training requirements of the Portland Police Bureau.
 - iv. Selection and Assignment. Selection and assignment of PPB Officers to Clean & Safe Program will be determined by command personnel of the PPB's Central Precinct. The best effort will be made to select the most qualified available officer making application for assignment to the Clean & Safe Program. If Clean & Safe has any issues with the officers chosen, it will notify the Central Precinct Commander. The Clean & Safe contract officers will not supplant PPB Officers normally assigned to this area.
- d. REIMBURSEMENT OF COSTS.
- i. Costs. The City shall bill Clean & Safe for the partial costs of up to four PPB Officers, which is to include 80% of the total of salaries and premiums, overtime, health benefits, payroll taxes, and retirement costs calculated using the sworn OPSRP rate. The billing will be monthly and will be a twelfth of the agreed upon Annual Budget.
 - ii. Amount. The agreed upon Annual Budget for the July 1, 2022 to June 30, 2023 is set forth in Exhibit A.
 - iii. Following Year Amount. Prior to April 1, 2023, the Commander of Central Precinct and the Clean & Safe Director shall agree to an Annual Budget for July 1, 2023 to June 30, 2024 including costs and compensation to be paid by Clean & Safe to Portland under this Agreement. If the Parties cannot agree on Annual Budget by June 1, 2023, either Party may elect to terminate this Agreement.
 - iv. 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.
- e. COLLECTIVE BARGAINING AGREEMENT. PPB Officers acting under this Agreement are subject to PPB collective bargaining agreements.

- f. PRIORITY OF SERVICES. The Parties will adhere to the priorities of services as set forth in Exhibit B, which is incorporated by this reference.
- g. INSURANCE.
 - i. The City shall be responsible for providing workers compensation, as required by law, and liability insurance coverage through self-insurance or by commercial general liability insurance.
 - ii. For this Agreement, Clean & Safe shall be required to comply with the insurance requirements set forth in City Contract # 30007911 covering Enhanced Service District Management Services.
- h. OFFICER INJURY OR ILLNESS. 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.
- i. PERSONNEL SHORTAGE. In the case of personnel shortages due to retirements, resignations, leave, or required training, the PPB maintains the right to re-assign PPB Officers assigned to the Clean & Safe Program if needed. If this occurs PPB will notify Clean & Safe of the reason and estimated time of the re-assignment and discount Clean & Safe's monthly invoice (as described in Section 2.d of this Agreement) pro-rated by the number of officers and number of days re-assigned. This Section does not pertain to PPB Officers assigned to the Clean & Safe Program using sick time (unless to the degree described in Section 2.h), vacation time, or required training time. PPB will make every effort to maintain the number of PPB Officers assigned to the Clean & Safe Program.

3. DATA COLLECTION.

- a. IMPROVED DATA COLLECTION. Both Parties agree to the need for improved data collection in order to facilitate an orderly transition away from Clean & Safe's funding of PPB positions without a loss of needed public safety services within the Clean & Safe District.
- b. PORTLAND POLICE BUREAU DATA COLLECTON.
 - i. Clean & Safe Dispatch. When responding to calls for service dispatched by the Clean & Safe dispatch system, PPB Officers assigned to the Clean & Safe Program will report said calls to the City of Portland Bureau of Emergency Communications (BOEC) police dispatch system, using terms and descriptions consistent

with those which would be used if they had been dispatched by the BOEC police dispatch system.

- ii. Officer-Initiated Calls. When responding to officer initiated calls for service, PPB Officers assigned to the Clean & Safe Program will report said calls to the BOEC police dispatch system, using terms descriptions consistent with those which would be used by Patrol Officers.
- iii. Reporting. PPB will regularly report to Clean & Safe on the activities of the PPB Officers assigned to the Clean & Safe Program. The report shall include the number of days worked by each officer, the number and types of calls responded to, the average call response time, the number and types of citations issued, and the number of people taken into custody.
- iv. Reporting Term. PPB will collect and report on the data described above to Clean & Safe on a quarterly basis from July 1, 2022 through June 30, 2024, and on an annual basis from July 1, 2024 through June 30, 2026, if the Bike Patrol remains in place during that period.

c. CLEAN & SAFE DATA COLLECTION.

- i. Clean & Safe Dispatch. Clean & Safe dispatch will keep data on all dispatched calls for service responded to by PPB Officers assigned to the Clean & Safe Program. Data collection will use terms and descriptions consistent with those used by the BOEC police dispatch system.
- ii. Reporting. Clean & Safe will regularly report to PPB on the activities of the PPB Officers assigned to the Clean & Safe Program. The report shall include the number and types of calls responded to by the officers.
- iii. Reporting Term. Clean & Safe will collect and report on the data described above to PPB on a quarterly basis from July 1, 2022 through June 30, 2024.

4. POST TRANSITION SERVICE LEVELS

- a. SERVICE LEVEL. Both Parties agree that it is in their best interest to maintain a level of service and partnership in the Clean & Safe District following the end of Clean & Safe funding of the Clean & Safe Program.

- b. CLEAN & SAFE DISTRICT BIKE PATROL.
 - i. Term. The PPB agrees to the goal of maintaining up to four (4) PPB Officer positions patrolling the Clean & Safe District via bicycle for at least twelve (12) months following the end of Clean & Safe funding on June 30, 2024.

 - ii. Goals, Objectives, and Priorities. The primary goal, objectives, and priorities of the Bike Patrol will remain consistent with those set out in Exhibit B of this Agreement.

 - iii. Communication. Clean & Safe dispatch will retain the ability to directly contact the Bike Patrol to advise them of issues within the Clean & Safe District needing a PPB Officer. Both Parties agree to explore future options of retaining consistent communication between PPB Officers patrolling the Clean & Safe District and Clean & Safe's Safety Coordinators and other personnel.

 - iv. Collaboration. Members of the Bike Patrol will continue to attend the Clean & Safe security vendor morning roll call. A representative of the Central Precinct leadership or Neighborhood Response Team (NRT) will meet with Clean & Safe's leadership and representatives of the Clean & Safe security vendor on a weekly basis to discuss public safety issues within the Clean & Safe District.

 - v. Personnel Shortage. Taking into account Section 4.b.vi, in the case of personnel shortages due to retirements, resignations, leave, or required training, the PPB maintains the right to re-assign PPB Officers assigned to the Bike Patrol if needed, but only if it takes into account Section 4.b.vi of this agreement.

 - vi. Maintaining of Services. PPB commits to making every effort to at minimum maintain the number of PPB Officers assigned to the Bike Patrol and to at minimum maintain the level of service currently available in the Clean & Safe District, as measured by call response times and other relevant factors.

- c. LONG-TERM COLLABORATION. Both Parties commit to working together to develop efficient and effective forms of communication and collaboration following the end of the post-transition period starting on June 30, 2025.
- 5. TERMINATION. Any party may terminate this Agreement by giving the other party 30 days written notice of its intention to terminate. Clean & Safe will reimburse the City for the portion of costs incurred for services rendered to Clean & Safe prior to termination as outlined in this Agreement.
- 6. INDEMNIFICATION. Subject to the limits of the Oregon Constitution, Article XI, Section 9, and the Oregon Tort Claims Act, the City shall indemnify, defend, save, and hold harmless Clean & Safe, 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 the City, its agents or employees under this Agreement, except to the extent that such claims, suits or actions, damages, losses, expenses or costs result from or arise out the sole negligence of Clean & Safe. Clean & Safe shall indemnify, defend, save, and hold harmless the City, 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 Clean & Safe, its agents or employees under this Agreement, except to the extent that such claims, suits or actions, damages, losses, expenses or costs result from or arise out the sole negligence of the City.
- 7. ADHERENCE TO LAW. Each party shall comply with all federal, state, and local laws and ordinances applicable to this Agreement.
- 8. INTEGRATION. This Agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements.
- 9. 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.
- 10. 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:

For City of Portland:	For Clean & Safe:
ATTN: Assistant Chief of Operations Portland Police Bureau 1111 SW Second Avenue Portland, OR 97204	ATTN: Director of Clean & Safe Portland Business Alliance 200 SW Market St., Suite 1770 Portland, OR 97204

Copy to: City Attorney's Office 1221 SW 4 th Avenue, Room 430 Portland, Oregon 97204	
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11. AMENDMENT. All changes to this Agreement shall be in the form of a written amendment to be mutually executed, and approved as to form by the City Attorney.


SIGNATURE PAGE

The Parties have caused this Agreement to be executed by their duly appointed representatives. This Agreement and any amendments may be executed in two or more counterparts with each deemed an original but together constituting the same agreement, and by electronic means, including the use of electronic signatures.

CLEAN & SAFE

By  06.03.2022
Mark Wells Date
Director of Clean & Safe

CITY OF PORTLAND

By  6-6-22
Ted Wheeler Date
Mayor

Approval as to Form

By *Michael Porter* 06/08/2022
City Attorney Date

Exhibit A

AGREEMENT BETWEEN THE CITY OF PORTLAND AND CLEAN & SAFE REGARDING FUNDING OF PORTLAND POLICE BUREAU POSITIONS

Personnel:

In accordance with Section 2.b of this Agreement, by mutual agreement the Portland Police Bureau agrees to assign four (4) police officers to the Clean & Safe Program for the period of July 1, 2022 through June 30, 2023, with the understanding that this number may vary as set out in Sections 2.h and 2.i.

Shifts:

In accordance with Section 2.c.ii of this Agreement, by mutual agreement the Portland Police Bureau and Clean & Safe agree that the officers assigned to the Clean & Safe program will provide five (5) days a week coverage to the Clean & Safe District on ten (10) hour staggered shifts.

Annual Budget:

In accordance with Section 2.d of this Agreement, by mutual agreement Clean & Safe agrees to a maximum annual compensation to Portland Police Bureau of \$544,119 for services rendered during the period of July 1, 2022 through June 30, 2023.

Exhibit B

AGREEMENT BETWEEN THE CITY OF PORTLAND AND CLEAN & SAFE REGARDING PRIORITIES OF PORTLAND POLICE BUREAU POSITIONS

Goal:

To clarify services priorities of this Agreement, specifically Sections 2.f and 4.b.ii, and to build and maintain public confidence in the safety of the Clean & Safe District area by the deployment of PPB officers to support the Safety Coordinators and other personnel of the Clean & Safe District.

Objectives:

Clean & Safe's objectives for the PPB Officers assigned to the District are:

1. To focus efforts on the direct support of Clean & Safe Safety Coordinators and other personnel, emphasizing prevention of crime and proactive enforcement as well as problem solving.
2. To build and maintain an appropriate level of cooperation and coordination between police personnel assigned to Central Precinct and Clean and Safe personnel, through information exchange and roll-call interaction.
3. To maintain and build public confidence in the vitality and safety of the Clean & Safe District.
4. To be an active partner in development and long-range planning of the Clean & Safe District.

Strategy:

The deployment of the PPB Officers will be accomplished to provide the best direct support of the Clean & Safe Safety Coordinators and other personnel. They will be on a common radio frequency allowing the PPB Officers to use the Safety Coordinators as "eyes and ears". The PPB Officers will also monitor the BOEC police dispatch channel. They will focus on order maintenance, high visibility patrol, and fixing chronic problems (problem solving). The PPB Officers will generally be deployed on bicycles to better facilitate this strategy.

Day to day deployment and coordination of the PPB Officers will be the joint responsibility of the Clean & Safe security vendor and a Central Precinct Sergeant as designated by the Central Precinct Commander. To ensure objective #2, the PPB

officers will attend the Clean and Safe Security roll call at the start of their shift as well as the Central Precinct afternoon pre-relief roll call at mid-shift.

The PPB Officers assigned to the District will be available to Central Precinct Patrol Officers for high priority cover situations but will not normally be available for dispatched calls.

Priorities:

1. Enforcement and Enforcement Support:
Focusing on city ordinances and state laws to preserve the safety of citizens and property located within the Clean & Safe District boundaries by timely response to incidents.
2. Problem Solving:
Identifying problem areas and developing solutions to problems using community policing strategies. Team problem solving involving Clean & Safe Safety Coordinators and other personnel, as well as business owners and residents is a priority.
3. Communications and Coordination:
PPB Officers assigned to the District will prioritize communications among the partners, including Clean & Safe Program personnel, the PPB, citizens, and businesses.
4. Presence:
PPB Officers will provide a presence as a deterrent to crime and the fear of crime.