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October 28, 2022

Mark Wells, Executive Director
Downtown Clean and Safe

SENT VIA EMAIL

Dear Mark,

With this letter, I am approving the attached Revised and Updated Exhibit B Downtown Portland Enhanced Service District Annual Statement of Work for the period of October 1, 2022 through September 30, 2023.

Section 3.3.2 of the City's Contract with Downtown Clean and Safe (Contract No. 30007911) provides that periodic changes to the Statement of Work may be approved by the parties without an amendment to the Contract so long as the changes do not materially increase or decrease the Contractor's obligations. The changes included in the attached document do not materially increase or decrease Downtown Clean and Safe's obligations and therefore a formal Contract amendment is not required.

With your approval, for operational and reporting purposes, this updated Scope of Work replaces the scope attached to the original Contract as Exhibit B. Please know that the City greatly appreciates the highly impactful work you and your team are doing to help with the ongoing recovery of downtown Portland. We look forward to our continued partnership.

Please sign below indicating your acceptance of the new Scope of Work and return.

Sincerely,


Digitally signed by
Karl Lisle
Date: 2022.10.28
13:57:39 -07'00'

Karl Lisle
External Partnerships and Programs Manager

Accepted by:



Date: 10-28-2022

Mark Wells
Executive Director, Downtown Clean and Safe



An Equal Opportunity Employer

To help ensure equal access to programs, services and activities, the Office of Management & Finance will reasonably modify policies/procedures and provide auxiliary aids/services to persons with disabilities upon request.

Exhibit B

Statement of Work

DOWNTOWN PORTLAND ENHANCED SERVICE DISTRICT

ANNUAL STATEMENT OF WORK

October 1, 2022 – September 30, 2023

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, 2022 – September 30, 2023, 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:

Enhanced Service Districts Evaluation. The Downtown Services Program will be a participant 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.

Public Safety Program

A. Downtown Clean & Safe Safety Coordinators ("DC&S Safety Coordinators"). DC&S

Safety Coordinators shall patrol the areas within the District to achieve the following:

1. Provide a presence of public safety on the street and sidewalks within the District by walking foot beats and performing bicycle patrols to observe, report, and mitigate street disorder;
2. At the request of the Portland Police Bureau, engage in problem-solving to reduce the fear of crime and prevent street disorder;
3. Apply community policing and crime prevention strategies to identify stakeholders and focus efforts to help reduce street disorder;
4. Prepare and distribute public safety communications among businesses and organizations in the District; and
5. Provide information and wayfinding services to downtown users.

B. In performance of their duties, DC&S Safety Coordinators shall:

1. Provide a presence of safety in the areas within the District by conducting bicycle patrols and walking beats assigned by the Shift Supervisor based on reported areas of high rates of crimes and calls for service;
2. Attempt to stop criminal conduct and street disorder wherever possible by observing and reporting such conduct and disorder to the Portland Police Bureau;
3. Report criminal activities to the Portland Police Bureau, avoiding participation in arrests or criminal investigations except in an emergency; or when specifically requested or directed by Portland Police Bureau officers to assist.
4. Engage in problem-solving at the request of the Portland Police Bureau and community policing strategies;
5. Maintain a daily log and file incident reports;
6. Be either armed or unarmed Safety Coordinator, uniformed, and radio-equipped to communicate with Shift Supervisors, Portland Police Bureau officers and other public agencies as required;
 - i. At no time will more than two (2) DC&S Safety Coordinators be armed;
7. Abide by Oregon State law and Department of Public Safety Standards and Training ("DPSST") certification standards applicable to private security; and,
 - i. 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, specifically in de-escalation techniques, mental health crisis response, trauma informed care interventions, and social service safety net referrals.

8. Maintain communications and rapport with residents, businesses and organizations in the District.

C. The DC&S Safety Coordinators shall be under the direction of the following personnel:

1. Shift Supervisors. The Shift Supervisors shall be:

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

2. Account Manager (AM). The AM shall:

- i. Supervise the Shift Supervisors;
- ii. Provide shift relief to the Shift Supervisors as necessary;
- iii. Attend planning meetings with District personnel and other downtown stakeholders; and,
- iv. Oversee the receipt and investigation of citizen complaints regarding DC&S Safety Coordinators in accordance with Section IX.I of this Contract.

D. Portland Police Bureau Clean & Safe Officers. The Portland Police Bureau Clean & Safe Officers shall provide a presence of safety within the District by:

1. Working bicycle patrols focused on areas of high reported calls for service and crime;
2. Working with and assisting DC&S Safety Coordinators and other Portland Police Bureau District Safety Coordinators to address public safety problems; and
3. Engaging in problem solving and community policing activities to enhance District crime and disorder prevention services; and,

4. Be armed, uniformed, and radio-equipped to communicate with Shift Supervisors, DC&S Safety Coordinators and other service agencies and work 40 hours per week.
- E. Supervision of the Portland Police Bureau Clean & Safe Officers will be coordinated between the Shift Supervisors and a Portland Police Bureau Sergeant designated by the Central Precinct Commander. Overall command of the Portland Police Bureau Clean & Safe Officers will always remain with the Portland Police Bureau.
- F. All Shift Supervisors and DC&S Safety Coordinators will wear appropriate uniforms with the Clean & Safe insignia that are clearly distinct from Portland Police Bureau officer uniforms, clearly visible nametags, and maintain a neat and clean appearance.
- G. All Shift Supervisors and DC&S Safety Coordinators will carry and distribute during interactions or upon request, business cards which include their name, their affiliation as a DC&S contracted employee, and directions on how to contact DC&S to request information, or file a complaint or commendation.
- H. A DC&S 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.
- I. Shift Supervisors shall also maintain direct contact with the District's Janitorial Supervisor to ensure the coordination of security and cleaning efforts.
- J. DC&S 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.
- K. Operations of the Public Safety Program shall generally be carried out as follows:
 1. Day and Afternoon (swing) and Night (graveyard) work shifts will be scheduled Monday through Sunday as follows:
 - i. Day shift schedule will be **6:00 am–2:30 pm** and shall include (1) Shift Supervisor and approximately (4) Safety Coordinators
 - ii. Afternoon shift schedule will be **2:00 pm–10:30 pm** and shall include (1) Shift Supervisor and Shift Supervisor and approximately (4) Safety Coordinators
 - iii. Night shift will be from **10:00 pm–6:30 am** and shall include (1) Shift Supervisor and approximately (4) Safety Coordinators
- L. No shift will include more than fifteen (15) DC&S Safety Coordinators, including a Shift Supervisor.

1. In cases of special events or significant incidents, more than fifteen (15) DC&S Safety Coordinators can work a single shift if approved by the City of Portland Enhanced Service District Coordinator.
- M. Four (4) contracted Portland Police Bureau Clean & Safe Officers will work four (4) ten-(10)-hour shifts, Monday through Friday. It is understood that specific work assignments, shift schedule and patrol area are determined by Central Precinct command staff for each shift and patrol district based on factors including but not limited to number of calls for service within each police patrol district, the priority calls for service, time of day, day of week, geographic factors, planned or unplanned emergency events and other community public safety situations, and other law enforcement and public safety factors. PPB will notify DPCS if they are unable to fill one or more Officers for more than 30 days to ensure payment compliance with Contract Number: 30008077
- N. Patrol routes will be configured for more frequent coverage in areas of high pedestrian activity and high rates of calls for service and crime with varied deployment strategies during the two shifts or on selected days to reflect changes in pedestrian traffic, high rates of calls for service and crime, and special events. Portland Police Bureau & Multnomah County Administrative Support for Public Safety Program:

Multnomah County District Attorney Administrative Support:

- O. Clean & Safe employs a Downtown District Attorney Administrative Aid (“DDA Aid”). The DDA Aid provides administrative support to the Multnomah County District Attorney’s Office for its community services benefiting citizens and residents within the District.
- P. The DDA Aid position has no prosecution authority; it serves solely as an administrative resource for the Portland Police Bureau and a subject matter expert for the Multnomah County District Attorney.
- Q. Clean & Safe will continue to employ a DDA Aid through June 30, 2026. Clean & Safe will collaborate with the Multnomah County District Attorney in creating a plan to adequately fund support for community services and justice within the District by 2026.

Portland Police Bureau Positions:

- R. Clean & Safe funds four (4) Portland Police Bureau Clean & Safe Officers via a separate contract with the Portland Police Bureau. Contract No. 30002749 was last amended via Ordinance 188439 and expires June 30, 2025.

- S. Clean & Safe and the City of Portland commit to collaborating towards the providing of adequately funded public safety personnel, programs, and initiatives in downtown over the next five years.

Sidewalk Ambassadors:

T. Sidewalk Ambassadors are a friendly first point of contact with members of the community and tourists for the Downtown Portland Clean & Safe's Healthy Sidewalk Program. 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". 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. They will serve as additional eyes and ears for the District's community safety and mental health services programs. Sidewalk Ambassadors shall:

1. Be equipped with a mobile phone and mobile bike-kiosks and receive additional training in first aid, CPR, and trauma informed mental health training. Sidewalk Ambassadors shall be unarmed at all times;
2. Provide quick and compassionate referrals to the Community Health Outreach Program, PSR, PR and other government and private sector mental health outreach providers for individuals requesting social service assistance.;
3. Community Engagement: Have a stock of 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. Be able to provide information about cultural institutions, museums, and special events downtown. Provide a friendly face to help people to navigate the city and enjoy their time Downtown.
4. Facilitate community access to social services and agencies through a range of activities such as outreach, community education, informal counseling, social support, and advocacy;
5. Maintain a positive and trusting relationship with community members on the sidewalks and streets of Portland that is person-centered, strengths-based, and trauma-informed;
6. Providing the general public with City and County resources by sharing information on the 311 program.

7. Wear the uniform and insignias to identify them as Sidewalk Ambassadors with the Downtown Services Program and Clean & Safe distinct from uniforms worn by DC&S Safety Coordinators, maintain a neat and clean appearance, and conduct duties in an orderly manner with a high degree of courtesy and politeness; and,
8. Report cleaning and safety issues in the District to appropriate personnel.

Community Health Outreach Program

U. Clean & Safe will fund a Community Health Outreach Team of, and make its best efforts to retain, at least three (3) FTE, made up of at least two (2) Community Health Outreach Workers (CHOWs) and one (1) Program Coordinator. Clean & Safe will make its best efforts to ensure that at least one (1) CHOW will be a licensed mental health clinician. Clean & Safe and the City of Portland Enhanced Service 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. The team will:

1. Accompany Janitorial Workers in their routine patrols to pick up and dispose of trash at camps throughout the Downtown Portland area that have been identified by the Janitorial Program;
2. Coordinate, through the Program Coordinator, for service calls to specific camps not part of routine patrols or if additional services are needed in specific camps;
3. Work to build relationships and trust with individuals experiencing homelessness, and offer connection to medical, behavioral health, and mental health resources, depending on the individual's stated needs and interests;
4. Conduct brief, informal assessments to determine which culturally-appropriate health services will best meet individual needs and assist individuals in connecting to those services. Connection assistance will include completion of intake processes in the field, transportation of individuals, accompanying individuals to initial appointments, and follow up with individuals to ensure that their goals and needs are met;
5. In the event that highly-vulnerable individuals are encountered in the course of outreach, CHOWs will work to connect those individuals with programs meant to address their vulnerability;

6. While engaging in outreach, if a CHOW is harassed or threatened, the CHOW will immediately leave the area. The CHOW will return to the area once the CHOW feels it is safe or with police presence; and
7. Clean & Safe commits to working with the City of Portland Enhanced Service District 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.

Janitorial Program

V. Clean & Safe shall provide Janitorial Workers. Janitorial Workers shall patrol the areas within the District to perform the following general cleaning services:

1. Sweeping;
2. Stain removal and pressure washing of all District blocks unless otherwise covered by alternative contracted cleaning services, (e.g. light rail/bus mall sidewalks);
3. Debris and weed removal from sidewalks, tree wells, flowerpots, Portland Streetcar Stations, and other areas;
4. General cleaning services, carried out at regular intervals by the Janitorial Workers based on the requirements of individual areas within the District in an effort to maintain a consistent cleanliness;
5. Trash removal at Portland Streetcar stops within the District; and
6. 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.

W. Special Projects Crew. Clean & Safe shall provide a Special Projects Crew. The Special Projects Crew shall:

1. Perform special cleaning jobs such as graffiti removal below eight (8) feet above street level, pressure washing sidewalks, and other concentrated cleaning assignments;

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

X. Bicycle Janitors. Clean & Safe shall provide Bicycle Janitors. The Bicycle Janitor positions shall:

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

Y. Clean & Safe will deploy a leased truck with a minimum of one cleaner/driver to pick up bagged garbage throughout the District.

Z. The Janitorial Workers, Bicycle Janitors, and Special Projects Crew shall be under the direction of the following personnel provided by Clean & Safe:

1. Business Director. The Business Director shall:
 - i. Be responsible for the overall performance of the Janitorial Program;
 - ii. Attend meetings with District employees and stakeholders;
 - iii. 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 having access to a vehicle to facilitate quick response times for calls for service; and
 - iv. Be a FTE with a salary based on a 40-hour week.
2. Business Manager. The Business Manager shall:
 - i. Assign day-to-day responsibilities for the Janitorial Workers, Bicycle Janitors, and Special Projects Crew on duty;
 - ii. Be responsible for scheduling, performance reports, continuing in-service training, crew and program evaluation, and disciplinary action;
 - iii. Maintain and operate a community-based system for efficient reporting and tracking of janitorial needs in the District;

- iv. 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; and
- v. Be a FTE with a salary based on a 40-hour week.

3. Supervisor. The Supervisor shall:

- i. Supervise the Janitorial Workers, Bicycle Janitors, and the Special Projects Crew;
- ii. Survey and monitor the District for quality control purposes; and
- iii. Be a FTE with a salary based on a 40-hour week.

AA. The Janitorial Program will primarily hire from the formerly homeless population within the District.

BB. All Janitorial Workers, Bicycle Janitors, and Special Projects 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 so as to be pleasing to the public.

General Scope of Cleaning Services

CC. Special Projects Mobile Cleaners – (2.0 FTE) 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.

DD. Mobile Trash Cleaner – (3.0 FTE) 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.

EE. Temporary Trainees Sidewalk Cleaners - (8.0 FTE) These employees are part of the homeless-to-work training program. These positions are a stepping stone for formerly homeless 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.

- FF. Sidewalk Cleaners/trainers – (2.0 FTE) These employees are responsible 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.
- GG. Bicycle Cleaners – (5.0 FTE) Five Bicycle Cleaners will follow predetermined cleaning schedules in the main areas of the Clean and Safe District. The Bicycle Cleaners will operate 7 days a week between the hours of 4:00 AM to 5:30 PM. These employees will be equipped with a bicycle, cell phone and supplies needed to perform cleaning duties.
- HH. Pressure Washers – (3.0 FTE) Two Pressure Washers will operate 7 days a week between the hours of 9:00 PM and 5:30AM and will be equipped with a truck, pressure washer, cell phone and supplies needed to perform cleaning duties. The pressure washers will follow predetermined cleaning routes. The third pressure washer works on the Max loop, but is paid for by Clean and Safe, for in-kind services defined in the contract.
- II. Management Team – (2.0 FTE) – 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.

Crow Abatement

- JJ. 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.
- KK. Crow Abatement runs from October 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.
- LL. Clean & Safe will evaluate the effectiveness of the Crow Abatement program annually with the City of Portland Enhanced Service District Coordinator.

Downtown Retail Development Program: General Business Assistance, Recruitment and Retention

- MM. 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 Business Alliance's Downtown Marketing Initiative and the Downtown Retail Advocate.

NN. The Downtown Retail Development Program will include:

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, as it may be updated;
2. On-going, regular analysis of existing office and retail data to continue programs for identifying opportunities for business recruitment, expansion, and retention;
3. Regular contact with the brokerage community to identify opportunities to assist in business recruitment and retention efforts; and
4. Problem resolution and technical assistance for office and retail tenants.

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

1. Promote a healthy downtown retail climate, while promoting a diverse mix of local retailers and high-end profile national chains and department stores;
2. Downtown Retail Strategy plan implementation;
3. Preparation of regular and on-going updates regarding office and retail business development activities and their status related to the Downtown Retail Development Program for presentation to the Downtown Retail Council and Clean & Safe Board of Directors;
4. Broker and property owner/manager roundtables as needed in coordination with Prosper Portland and the Downtown Retail Advocate;
5. Assisting the Downtown Retail Advocate and the brokerage community in downtown retail recruitment efforts with a focus on local and regional businesses. In particular recruiting minority and woman owned businesses. The Retail Advocate will stay abreast of national recruitment efforts and programs; and,
6. Coordination with other District service areas as appropriate to support business development needs, particularly in the area of crime prevention and public policy/advocacy.

PP. The Downtown Retail Development Program shall coordinate sponsorships, cross-promotions, negotiated media placement, cooperative marketing efforts and other budget leveraging activities with the Downtown Marketing Initiative to both extend and compliment the expenditure of District funds for marketing retail and downtown vitality.

QQ. 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 Services Program and increase utilization of those services.

RR. 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.

SS. Coordinate additional sidewalk amenities including wayfinding, banners, garbage cans, newsracks, etc. to support clean and organized public spaces.

Downtown Economic Development Program

TT. 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 Advisory Committees of Prosper Portland, neighborhood advocacy committees, and the Old Town/Chinatown Business Committee) as well as staffing of the Portland Business Alliance's Central City Standing Committee and related task forces;

1. The Downtown Economic Development Program will include:

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

2. The Downtown Economic Development Program shall coordinate office and retail business development services activities. These activities may include:
 - i. 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;
 - ii. Conducting research of the Central City parking inventory, hotel density and property descriptions for use by investors and developers; and
 - iii. 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.

City & Community Relations

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

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

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

5. Assisting the City with maintaining consistent input from downtown Portland stakeholders; and,
6. Ensuring that Clean & Safe meets all of its periodic disclosure requirements to the City.

Administration, Transparency, and Accountability

WW. 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.

XX. 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.

YY. 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.

ZZ. 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:

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;
2. A system of authorizing contracts for subcontracted services that will include the maintenance of invoices and other documents to substantiate the nature of, delivery date, and amount of payments;
3. An internal control system that provides assurance that all other expenditures are properly authorized and have adequate supporting documentation to substantiate the nature of, receipt date, and amount of payments;
4. Personnel records, payroll records, and time reporting information to the extent required by organizational policy for personnel employed herein;
5. Monthly financial reports that include information about the Downtown Services Program including budget versus actual comparisons; and,
6. An annual financial report with audit confirming that all the financial statements fairly represent the revenues and expenses incurred for that year and the

financial position of Clean & Safe (which includes the reporting for the District) for the year then ended.

AAA. Clean & Safe agrees to partially fund the City of Portland Enhanced Service District Coordinator position during City of Portland fiscal years 2021-22 and 2022-23, totaling \$96,188 over the two years.

1. Clean & Safe and the City of Portland agree to work with the other enhanced service districts to develop an ongoing funding model for this position prior to the end of fiscal year 2022-23 on June 30, 2023.

BBB. Clean & Safe will provide quarterly financial statements to the City of Portland Enhanced Service District Coordinator.

1. The City of Portland Enhanced Service District Coordinator will be given access to Clean & Safe financial records and contracts upon request.

CCC. 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 Service District Coordinator.

DDD. Clean & Safe will provide a monthly report on the public safety and community health programs to the City of Portland Enhanced Service District Coordinator, which will include;

1. Safety Coordinator, Sidewalk Ambassador, and Community Health Outreach Program calls for service by category, interactions with the public, and number of referrals to Portland Police Bureau, Portland Fire and Rescue, and other relevant public or private organizations;
2. List of complaints and commendations received regarding activities of Safety Coordinators, including summaries of any investigations and findings related to said complaints; and
3. Uses of force by or against Safety Coordinators.

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

1. Information on how to file a complaint with Clean & Safe; and
2. Information on how to file a complaint directly with DPSST.

FFF. Upon receipt of a citizen complaint regarding DC&S Safety Coordinators, the AM will perform an investigation that will include interviews of complainant, witness(es), and involved personnel of the vendor retained by Clean & Safe to perform the Public Safety

Program (including involved DC&S Safety Coordinators). The AM will make a finding upon completion of the investigation and if allegations are sustained, will articulate plans to remediate (such as policy changes, trainings, etc.). If the AM finds that the DC&S Safety Coordinator committed violations of applicable DPSST standards or laws, the AM will recommend that a complaint be filed with DPSST. On a monthly basis, the AM 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 Service District Coordinator.

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

HHH. Clean & Safe will provide a monthly report on the janitorial program to the City of Portland Enhanced Service District Coordinator.

III. Clean & Safe will provide an annual report to the City of Portland Enhanced Service 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:

1. Financial information such as a statement of financial position, statement of activities, statement of functional expenses, and statement of cash flows;
2. Descriptions of programs, including relevant statistics to aid in highlighting each program's scope and effectiveness;
3. Descriptions of activities related to stakeholder outreach and engagement;
4. List of firms and organizations contracted with and for what purpose; and
5. Information as agreed upon by Clean & Safe and the City of Portland Enhanced Service District Coordinator.

JJJ. Downtown Clean & Safe and the City of Portland may submit a concern or complaint about each party's service commitments detailed in their respective scopes of work. Concerns or complaints must be sent, in writing, to the City of Portland Enhanced Service District Coordinator. Upon receipt, the City of Portland Enhanced Service 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 Service Districts Coordinator to reach a joint resolution based on the scopes of work.

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

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