

PROSPER PORTLAND

Portland, Oregon

RESOLUTION NO. 7305

**APPROVING A CONTRACT WITH SAFEGUARD SECURITY, INC. FOR
PROPERTIES WITHIN BROADWAY CORRIDOR**

WHEREAS, Prosper Portland owns a number of properties within the 32-acre Broadway Corridor area, including the United States Postal Service ("USPS") Processing and Distribution Center at 715 NW Hoyt Street (the "USPS Property"), an approximately 25,000 square foot parcel used for surface parking adjacent to Union Station ("Block Y"), and a five-story parking garage located at 1020 NW 9th Avenue ("Station Place Garage"); together with the USPS Property and Block Y, (collectively the "Property");

WHEREAS, USPS's processing and distribution operations have been relocated from the USPS Property to a new facility near Portland International Airport, and only USPS's retail operations remain on the site;

WHEREAS, work is underway to relocate USPS's retail operations to a new location, freeing up the site for development; in the interim, Prosper Portland is responsible for providing security for the bulk of the USPS Property;

WHEREAS, in addition to fulfilling its security responsibilities with respect to the USPS Property, Prosper Portland concurrently wishes to increase the security provided at Block Y and the Station Place Garage;

NOW, THEREFORE, BE IT RESOLVED, that the Prosper Portland Board of Commissioners authorizes the Executive Director to execute a Personal Services Contract with Safeguard Security, Inc. in an amount not to exceed \$2,600,000 ("Contract"), in substantially the form of Exhibit A attached hereto, for the purpose of providing security for the Property;

BE IT FURTHER RESOLVED, that the Executive Director may approve changes to the Contract if such changes do not materially increase Prosper Portland's obligations or risks, as determined by the Executive Director in consultation with Prosper Portland's General Counsel; and

BE IT FURTHER RESOLVED, that this resolution shall become effective immediately upon its adoption.

Adopted by the Prosper Portland Commission on

March 13, 2019



Pam Feigenbutz, Recording Secretary

**PERSONAL SERVICES CONTRACT
SECURITY SERVICES FOR
BROADWAY CORRIDOR AREA**

This Personal Services Contract (this “Contract”) is between **PROSPER PORTLAND**, the assumed business name of the Portland Development Commission, the urban renewal and economic development agency of the City of Portland, and **SAFEGUARD SECURITY, INC.** (“Consultant”); together, the “Parties” to this Contract. The Prosper Portland Project Manager for this Contract is Ember Breckenridge and the Consultant’s Project Manager is Baruti Artharee. This Contract is awarded following evaluation of the Consultant’s proposal submitted in response to Prosper Portland’s Request for Proposals #18-01 (the “RFP”).

EFFECTIVE DATE AND DURATION

This Contract will become effective on the date of the last signature below (the “Effective Date”). This Contract will expire, unless otherwise terminated or extended, on **January 31, 2022** (the “Expiration Date”). Expiration of this Contract shall not excuse Consultant from completely performing and delivering the Work.

STATEMENT OF WORK, COMPENSATION, AND PERFORMANCE SCHEDULE

- (a) The services Consultant shall provide under this Contract (the “Work”) are detailed in EXHIBIT A.
- (b) Prosper Portland agrees to compensate Consultant a sum not to exceed **\$2,568,662.50** for completion of the Work. Payment(s) shall be made to Consultant according to the terms of payment listed in EXHIBIT A.

CONTRACT TERMS AND CONDITIONS

The terms and conditions listed on pages 2 - 6 are a part of this Contract.

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CONSULTANT DATA, CERTIFICATION, AND SIGNATURE

Consultant’s Legal Name: **Safeguard Security, Inc.**
Address (including City, State, Zip Code): **2733 NE Elliott Ave., Gresham, OR 97030**
Phone Number: **503-957-7736** Email Address: **baruti@sgspdx.com**
Business License Number: **868283** Business Type: **Corporation**

The undersigned Consultant agrees to perform work outlined in this Contract in accordance to the Terms and Conditions listed on pages 2 - 6, and requirements contained in Exhibits A through D, and any other attachment to this Contract, and hereby certifies, under penalty of perjury, that Consultant is not in violation of any Oregon tax law.

Approved by the Consultant: _____
Authorized Signature _____ Date _____
Print Name and Title: Baruti Artharee, President

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PROSPER PORTLAND SIGNATURES

Approved as to form _____
Legal Counsel _____ Date _____
Approved by: _____
Kimberly Branam, Executive Director _____ Date _____

**PORTLAND DEVELOPMENT COMMISSION
CONTRACT TERMS AND CONDITIONS FOR
PERSONAL SERVICES CONTRACTS**

1. Early Termination of Contract

(a) Prosper Portland and the Consultant, by mutual written agreement, may terminate this Contract at any time.

(b) Prosper Portland, on thirty (30) or more days written notice to the Consultant, may terminate this Contract, in whole or in part, for any reason in its sole discretion.

(c) Either Prosper Portland or the Consultant may terminate this Contract, in whole or in part, in the event of a material breach of this Contract by the other party that is not cured. Prior to such termination, the party seeking termination shall give the other party written notice of the breach, its intent to terminate, and fifteen (15) calendar days to cure the breach. If the breach is not entirely cured within fifteen (15) calendar days, the party giving the notice may terminate this Contract at any time thereafter by giving written notice of Contract termination.

(d) In the event of early termination, all of the Consultant's work product will be delivered to Prosper Portland and become and remain property of Prosper Portland.

2. Payment on Early Termination

(a) In the event of termination under subsection 1(a) or 1(b), Early Termination of Contract, Prosper Portland shall pay the Consultant for Work performed in accordance with this Contract prior to the date of termination.

(b) In the event of termination under subsection 1(c), Early Termination of Contract, by the Consultant due to a breach by Prosper Portland, then Prosper Portland shall pay the Consultant as provided in subsection (a) of this section 2 and Consultant shall have no further right or remedy.

(c) In the event of termination under subsection 1(c), Early Termination of Contract, by Prosper Portland due to a breach by the Consultant, then Prosper Portland shall pay the Consultant as provided in subsection (a) of this section 2, subject to set off of excess costs and claims for damages, as provided for in subsection 4, Remedies.

3. Effect of Expiration

The passage of the Expiration Date shall not extinguish, prejudice, or limit either party's right

to enforce this Contract with respect to any default or defect in performance that has not been cured.

4. Remedies

(a) In the event of termination under subsection 1(c), Early Termination of Contract, by Prosper Portland due to a breach by the Consultant, then Prosper Portland may complete the Work either itself, by agreement with another contractor or by a combination thereof, using the Consultant's Work Products or otherwise. In the event the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Consultant shall pay to Prosper Portland the amount of the reasonable excess.

(b) The remedies provided to Prosper Portland under section 1, Early Termination of Contract and this section 4 for a breach by the Consultant shall not be exclusive. Prosper Portland also shall be entitled to any other equitable and legal remedies under applicable law.

(c) In the event of breach of this Contract by Prosper Portland, then the Consultant's remedy shall be limited to termination of this Contract and receipt of payment as provided in subsection 1(c), Early Termination of Contract and subsection 2(b), Payment on Early Termination.

5. Subcontracts and Assignment

(a) The Consultant shall not subcontract, assign, or transfer any of the Work, without the prior written consent of Prosper Portland. Notwithstanding Prosper Portland's approval of a subcontractor, the Consultant shall remain obligated for full performance hereunder, and Prosper Portland shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if subcontractors are employed in the performance of the Work, the Consultant and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

(b) If applicable, Subcontractors approved by Prosper Portland to perform work under this Contract are listed in EXHIBIT A.

6. Standard of Care

The Consultant shall perform all services at the same level of professional skill, care, diligence, and standards as other professionals performing similar services under similar conditions. Failure to do so shall be considered a material breach of this Contract, and Prosper Portland may terminate this Contract pursuant to subsection 1(c), Early Termination of Contract, in addition to exercising any other available remedies. The Consultant will re-perform any services not meeting this standard or correct any inconsistencies, errors or omissions in the Work Products without additional compensation and without undue delay.

7. Indemnity - Claims for Professional Liability

The Consultant shall indemnify, defend, save, and hold Prosper Portland, the City of Portland, and each of their respective officers, agents, and employees, harmless from all claims, suits, or actions arising out of the professionally negligent acts, errors or omissions of the Consultant or its subcontractors, sub-consultants, agents, or employees in performance of professional services under this Contract. This provision shall survive any termination of this Contract.

8. Indemnity - Claims for Other than Professional Liability

The Consultant shall indemnify, defend, save, and hold Prosper Portland, the City of Portland, and each of their respective officers, agents, and employees, harmless from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of the Consultant or its subcontractors, agents, or employees under this Contract; provided however, that nothing herein shall be construed to require indemnification of Prosper Portland for liability attributable to Prosper Portland's sole negligence. This provision shall survive any termination of this Contract.

9. Insurance

The Consultant's insurance requirements of this Contract are contained in EXHIBIT B.

10. Ownership of Work Products

All work products of the Consultant, its subcontractors, subconsultants, and their agents or employees, which result from or are prepared under this Contract (collectively, the

"Work Products") are the exclusive property of Prosper Portland, whether or not delivered. Prosper Portland shall have the unrestricted right to use, reuse, publish, assign, convey, and license the Work Products. Work Products include but are not limited to all data, information in any form, documents, drawings, plans, specifications, photographs, research, analysis, and any other work subject to intellectual property laws and doctrines. Prosper Portland and the Consultant intend that such Work Products be deemed "work for hire" of which Prosper Portland shall be deemed to have all ownership rights of the author. If for any reason any Work Product(s) are not deemed "work for hire," Consultant hereby irrevocably assigns to Prosper Portland all of its right, title and interest in and to any and all of the Work Products whether arising from copyright, patent, trademark, trade secret or any other state or federal intellectual property law or doctrine. The Consultant agrees to execute such further documents and instruments as Prosper Portland may reasonably request in order to fully document such vested rights in Prosper Portland. The Consultant forever waives any and all rights related to the Work Products, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. The Consultant may refer to the Work Products in its marketing materials for advertising purposes. At Prosper Portland's request, Consultant shall deliver to Prosper Portland all Work Product in both written and its native format, in a form usable by Prosper Portland (for example, if in electronic form but password protected, Consultant shall supply to Prosper Portland the applicable password).

11. Key Personnel

The Consultant acknowledges that Prosper Portland's award of this Contract was made on the basis of the specialized background and abilities of the Consultant and subcontractor personnel identified in the Consultant's offer or proposal to Prosper Portland (the "Key Personnel"). The Consultant understands and agrees that unless the Consultant obtains Prosper Portland's prior written consent, any substitution or replacement of any Key Personnel, unless due to reasons outside the Consultant's control (e.g. serious illness,

termination of employment), shall constitute a material breach of this Contract and Prosper Portland may exercise all available remedies under this Contract. In the event that Key Personnel of the Consultant become unavailable at any time, the Consultant shall replace the Key Personnel with personnel having substantially equivalent or stronger qualifications than the Key Personnel being replaced. All new Key Personnel are subject to Prosper Portland's written approval. The Consultant shall remove any individual performing services under this Contract if so directed by Prosper Portland in writing following discussion with the Consultant, provided that the Consultant shall have a reasonable period of time within which to find a suitable replacement. The Consultant represents and warrants that all Key Personnel are fully licensed and/or registered to perform the particular services assigned to them under this Contract.

12. Independent Contractor

The Consultant certifies, represents, and warrants that Consultant is an independent contractor of Prosper Portland under all applicable State and federal laws. Consultant is not an "officer," "employee," or "agent" of Prosper Portland as those terms are used in ORS 30.265.

13. Counterparts

This Contract may be signed in counterparts that, taken together, constitute one and the same Contract. Delivery of a signed counterpart of the signature page of this Contract by facsimile or other electronic means (e.g., a PDF copy in an email) shall be as effective as delivery of a manually-executed counterpart of this Contract.

14. Successors in Interest

The provisions of this Contract shall be binding upon and inure to the benefit of the Parties, and their respective successors and approved assigns.

15. Waiver and Severability

The failure of Prosper Portland to enforce any provision of this Contract shall not constitute a waiver by Prosper Portland of that or any other provision. The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the

remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Contract did not contain the particular term or provision held to be invalid.

16. Dispute Resolution

The Parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the Parties. Notwithstanding any dispute under this Contract, the Consultant shall continue to perform the Work pending resolution of a dispute, and Prosper Portland shall make payments as required by the Contract for the undisputed portions of the Work. In the event of litigation, no attorney fees are recoverable. No other dispute resolution paragraph(s) in this Contract, or any attachment hereto, shall supersede or take precedence over this provision.

17. Amendments

The Parties may amend this Contract at any time but only by written amendment executed by the Parties.

18. Governing Law, Venue, Jurisdiction

The provisions of this Contract shall be construed in accordance with the provisions of the laws of the state of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, a "Claim") between Prosper Portland and the Consultant that arises from or relates to this Contract must be brought in the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. THE CONSULTANT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

19. City of Portland Business License and Equal Employment Opportunity Certification

Prior to beginning the Work, Consultant shall obtain a City of Portland business license and certify as an Equal Employment Opportunity

employer as required by Portland City Code chapters 7.02.300 and 3.100, respectively.

20. Compliance with Applicable Laws

The Consultant agrees to comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances – including all federal and state civil rights and rehabilitation rules and statutes – applicable to the Work. The Consultant shall comply with the clauses required in every public contract in the state of Oregon, including ORS 279B.220, 279B.230 and 279B.235 which are hereby incorporated by reference. The Consultant further agrees to comply with all federal and state laws prohibiting discrimination on the basis of race, sex, national origin, religion, age, or disability.

21. Subcontracting with Certified Minority-owned, Women-owned and Emerging Small Businesses

Through its Equity Policy, Prosper Portland seeks to extend subcontracting opportunities to State of Oregon certified Minority-Owned, Women-Owned, Disadvantaged, and Emerging Small Businesses (collectively, “Certified Firms”) in order to promote their economic success and growth. The Consultant is encouraged to make reasonable efforts to utilize Certified Firms for any subcontracting opportunities that may arise under this Contract and to maintain a diverse workforce.

22. Payment to Vendors and Subcontractors

(a) The Consultant shall pay each subcontractor, supplier, and lessor providing it satisfactory services, materials or equipment for carrying out its obligations under this Contract within ten (10) business days from the receipt of each payment the Consultant receives from Prosper Portland.

(b) The Consultant shall not take or fail to take any action in a manner that causes Prosper Portland or any materials that the Consultant provides hereunder to be subject to any claim or lien of any person without Prosper Portland's prior written consent.

(c) If the Consultant fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Consultant or a subcontractor by any person in connection with this Contract as such claim becomes due, Prosper Portland may pay such claim to the person and charge the amount of the payment against funds due or to become due the

Consultant by reason of this Contract. However, the payment of such a claim by Prosper Portland shall not relieve the Consultant or the Consultant's surety from obligation with respect to any unpaid claims.

23. Order of Precedence

Any apparent or alleged conflict between portions of this Contract will be resolved using the following order of precedence: (a) these Terms and Conditions; (b) the Statement of Work and Performance Schedule in EXHIBIT A; and (c) any other exhibits attached to this Contract.

24. Access to Records

The Consultant shall maintain, and Prosper Portland and its duly authorized representatives shall have access to the books, documents, papers, and records of the Consultant which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after the Expiration Date. Copies of applicable records shall be made available upon request for review and copy. Payment for the cost of photocopies is reimbursable by Prosper Portland.

25. Audits

(a) Prosper Portland, either directly or through a designated representative, may conduct financial and performance audits of the billings and the Work specified in this Contract at any time in the course of the Contract and during the three (3) year period after the Expiration Date. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to the Consultant were in excess of the amount to which the Consultant was entitled, then the Consultant shall repay the amount of the excess to Prosper Portland.

(c) If an audit shows the documentation of the Consultant that is directly related to the performance of the Work is insufficient for the purposes of conducting an audit in accordance with *Government Auditing Standards*, Prosper Portland may pursue remedies provided under section 1, Early Termination of Contract and section 4, Remedies.

26. No Third Party Beneficiaries

No person not a party to this Contract is an intended beneficiary of this Contract, and no person not a party to this Contract shall have any right to enforce any term of this Contract.

27. Notices

Consultant's address to receive formal notices related to this Contract is the physical and email address listed on page 1 of this Contract. Prosper Portland's address for notices is the physical address of 222 NW 5th Avenue, Portland, Oregon 97209, sent to the attention of the Prosper Portland Project Manager identified on page 1 of this Contract, and the email address of procurement@prosperportland.us. Any notice given by one party to the other party shall be deemed given and delivered (a) two days after being mailed by U.S. mail, postage prepaid; (b) one day after being sent by email; or (c) when received, if personally delivered to the party at their physical address.

28. Recycled Products

To the maximum extent economically feasible, the Consultant shall use good faith efforts to use recycled products in connection with its performance of work under this Contract.

29. Confidentiality

The Consultant acknowledges that it or its employees, agents or subcontractors may, in the course of performing its duties under this Contract, be exposed to or acquire information that is the confidential information of Prosper Portland. Any and all information provided by Prosper Portland and marked "confidential," or identified as confidential in a separate writing, that becomes available to the Consultant or its employees, agents or subcontractors in the performance of work under this Contract shall be deemed to be confidential information of Prosper Portland ("Confidential Information").

Confidential Information does not include information that: (a) is or becomes (other than by disclosure by the Consultant) publicly known; (b) is rightfully in the Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (c) is obtained from a source other than Prosper Portland without the obligation of confidentiality; or (d) is disclosed with the written consent of Prosper Portland. The Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of services to Prosper Portland under this Contract. The Consultant agrees to advise each of its employees, agents, or subcontractors of their obligations to keep the Confidential Information confidential.

30. Merger

This Contract and attached exhibits constitute the entire agreement between the Parties. No waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by the Parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. The Consultant, by the signature of its authorized representative, hereby acknowledges that he or she has read this Contract, understands it and agrees to be bound by its terms and conditions.

**EXHIBIT A to the PERSONAL SERVICES CONTRACT for
SECURITY SERVICES FOR
BROADWAY CORRIDOR AREA**

**CONTRACT SUMMARY | STATEMENT OF WORK | COST OF SERVICES | BILLING AND PAYMENT
PROCEDURES**

1.0 CONTRACT SUMMARY

Prosper Portland requires on-site security services at certain properties it owns located in downtown Portland, which are identified as USPS, Block Y and the Station Place Garage in the map included herewith as EXHIBIT C (Site Map & Safeguard Patrol Route) (the “Site”). The specific patrol route for the Site is also indicated in Exhibit C. Prosper Portland issued a Request for Proposal for security services in July 2018, and award was made to Consultant to provide the security services.

2.0 STATEMENT OF WORK

2.1 Consultant shall provide continuous uniformed, unarmed, State of Oregon Department of Public Safety Standards and Training certified, security officers for 24/7/365 security patrols for the entirety of the site (except that Consultant’s officers shall not enter the main USPS building without specific authorization from Prosper Portland), as indicated below:

Position	Number of Officers
Site Security Supervisor	1
Security Officer (6am-2pm)	4
Security Officer (2pm-10pm)	3
Security Officer (10pm-6am)	4

2.2 Consultant Items On-Site

Consultant shall be responsible for the following items on site. This will include subcontracting with and managing vendors and payments for the items marked by ***asterisk** below.

Item	Budget Notes (See Exhibit D Budget)
*Small guard shack (potentially – to be determined) to be placed in the NE corner of the site for holding area of patrols	Prosper Portland to reimburse; line item in budget
*Portable restroom to be placed in the north part of the main parking lot – for guard use	Prosper Portland to reimburse; line item in budget
*Fencing for west side docks	Prosper Portland to reimburse; line item in budget
Site trailer to be placed in the north part of the main parking lot (for breaks, report writing, guard meetings, etc.)	This is included in Consultant’s budget and is not an additional line item
Car/Golf Cart to be used for interior site patrol (interior patrol of the USPS main building is subject	This is included in Consultant’s budget and is not an additional line item

to Prosper Portland's specific approval) and exterior perimeter patrolling	
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2.3 Post Duties and Responsibilities

- Security officers will carry flashlight, cell phone and two-way radios at all times
- Security officers will conduct regular foot, bike, golf cart, and/or car patrols around the entire site
- Guards will present a professional appearance and demeanor, including wearing a neat, clean, and identifiable uniform
- Security officers will contact emergency services and/or law enforcement, if needed. Except as directed otherwise by Prosper Portland, security officers will not pursue unauthorized entrants into the USPS main building, but will instead contact emergency services and/or law enforcement as well as notifying the USPS Postal Inspectors at (877) 876-2455 (state "emergency" at the first prompt)
- Security officers will maintain a daily log report in a security notebook and will check previous shift logs to review prior incidents and activities
- Security officers shall possess and keep current all appropriate certifications
- Consultant will make every reasonable effort insuring any one assigned security officer works no more than eight (8) consecutive hours
- Security officers shall be unarmed, shall not be deputized or sworn, and shall not have citation authority

2.4 Communication Plan

- Consultant will notify Prosper Portland representative by text as soon as is reasonably possible in the event of a serious verbal altercation, any physical altercation, any incident involving police activity, or any other incident of a sensitive nature
- Consultant shall report unlawful activities, safety hazards, and maintenance problems to Prosper Portland
- Consultant will send a monthly general report to Prosper Portland by email, due by the 5th of the following month; this report will include, but not be limited to, the incidents named above

3.0 RESERVED

4.0 COST OF SERVICES

In consideration of the performance of the Work the Consultant agrees to provide under this Contract, Prosper Portland agrees to compensate the Consultant a sum not to exceed **\$2,568,662.50** total. This sum is payable on the basis of the Consultant's time and materials in proper performance of the Contract in accordance with the rate schedules indicated in EXHIBIT D Budget.

5.0 BILLING AND PAYMENT PROCEDURE

- 5.1 Consultant must submit itemized invoices to Prosper Portland to receive payments

under this Contract. Each invoice must contain sufficient detail to determine the work performed for the amount requested and contain, at a minimum, the following details:

- Invoice date
- Contract number
- Range of dates over which the services being invoiced were provided
- Timekeeping records for all Consultant personnel expenses (by name/title) with brief description of activities, if requested
- Billing rate applied (Not to exceed the rates listed in the “Hourly Personnel Rates” section above)
- Description of reimbursable items (if reimbursement of allowable expenses is requested, attach a copy of receipts and/or subcontractor invoices to the invoice)

- 5.2 The form shall be determined by the Prosper Portland Project Manager. Invoices may be submitted monthly, or at such other interval as is specified by the Prosper Portland Project Manager. Prosper Portland will not approve payment for vague or unclear categories of expenses (e.g., expenses categorized as “miscellaneous” or “other”).
- 5.3 Prosper Portland shall process payment in its normal course and manner for accounts payable, **Payment terms: NET 30 DAYS**. Discounts offered by the Consultant for earlier payment are encouraged, but Prosper Portland shall not be obligated to make payment in less than 30 days from the date the invoice is received.
- 5.4 Payment information will be reported to the U.S. Internal Revenue Service (“IRS”) under the name listed on the first page of this Contract with the taxpayer identification number provided by the Consultant prior to the Contract Effective Date. Information not matching IRS records may result in 20% backup withholding of payments.
- 5.5 Prosper Portland reserves the right to reject and refuse payment of any invoice received by Prosper Portland either (a) more than 90 days following the date on which the final work product is accepted by Prosper Portland, or (b) more than 90 days following the Expiration Date of this Contract, whichever is sooner.

6.0 RESERVED

(End)

**EXHIBIT B to the PERSONAL SERVICES CONTRACT for
INTERIM SECURITY SERVICES FOR
BROADWAY CORRIDOR AREA**

INSURANCE REQUIREMENTS

At all times during the term of this Contract, Consultant shall maintain, on a primary basis and at its sole expense, the following insurance types, limits, and endorsement(s) noted below. Consultant's insurance shall be primary insurance, and any commercial insurance or self-insurance maintained by the City of Portland and/or Prosper Portland shall not contribute to it. Consultant shall obtain this insurance from insurance companies or entities that are authorized to provide insurance in Oregon.

1. **Workers' Compensation insurance** in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage for all their subject workers, unless exempt under ORS 656.027.

☒ Required by Law or ☐ Consultant is exempt. Certified by Consultant: _____
Authorized Signature

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2. **Commercial General Liability (CGL) insurance** on an occurrence basis with a combined single limit of not less than **\$1,000,000** each occurrence, **\$2,000,000** general aggregate. This insurance shall include personal injury liability, products, and completed operations. Consultant shall endorse the following as an additional insured on the CGL policy: **"The Portland Development Commission d/b/a Prosper Portland, the City of Portland, and each of their respective officers, agents, and employees."** Acceptable endorsement types include the "CG2026 07 04" (Designated Person or Organization), "CG2010 10 01" (Owners, Lessees, or Contractors – Scheduled Person or Organization), or similar endorsement providing equal or broader additional insured coverage.

☒ Required by Prosper Portland or ☐ Waived by Prosper Portland

3. **Automobile Liability insurance** with a combined single limit of not less than **\$1,000,000**, each accident, covering all owned, non-owned, or hired vehicles. If Consultant does not own any automobiles, Consultant agrees to maintain coverage for hired and non-owned automobiles.

☒ Required by Prosper Portland or ☐ Waived by Prosper Portland

4. **Professional Liability insurance** with a combined single limit of not less than **\$1,000,000** against liability arising out of Consultant's professionally negligent acts, malpractice, errors, or omissions related to this Contract.

☐ Required by Prosper Portland or ☒ Waived by Prosper Portland

5. **Tail Coverage.** If the professional liability insurance is provided on a "claims made" basis, Consultant shall maintain either tail coverage or continuous "claims made" liability coverage for a minimum of twenty-four (24) months following the Expiration Date of this Contract. Upon Prosper Portland's request, Consultant shall provide certification of the tail coverage required by this Contract.

6. **Policy Changes and Cancellation.** There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without written notice from the Consultant or its insurer(s) to Prosper Portland.

7. **Certificates of Insurance.** Prior to Contract execution, Consultant must transmit certificates evidencing the type and amounts of insurance required by this Contract to Prosper Portland's designated point of contact. Consultant shall pay for deductibles, self-insured retention and self-insurance, if any.

(End)

**EXHIBIT C to the PERSONAL SERVICES CONTRACT for
INTERIM SECURITY SERVICES FOR
BROADWAY CORRIDOR AREA**

SITE MAP & SAFEGUARD PATROL ROUTE



**EXHIBIT D to the PERSONAL SERVICES CONTRACT for
INTERIM SECURITY SERVICES FOR
BROADWAY CORRIDOR AREA**

BUDGET

February 2019 – January 2020

Safeguard Security, Inc													
Prosper Portland RFP # 18-01													
February 1, 2019 - January 31, 2020													
2019 -USPS SITE													
Positions	Number of Positions	Hourly Wage per Position	Total Wages all positions 2912 hrs	Taxes and Insurance 21%	Subtotal	PTO Benefits	Subtotal	Golf Cart, Uniforms, Supplies and Equipment 5%	Subtotal	G&A Overhead 10%	Subtotal	Profit 10%	Grand Total
Site Security Supervisor	1	\$ 16.00	\$ 46,592.00	\$ 10,250.24	\$ 56,842.24	\$ 665.60	\$ 57,507.84	\$ 4,025.55	\$ 61,533.39	\$ 6,153.34	\$ 67,686.73	\$ 6,768.67	\$ 74,455.40
Security Officer (6am-2pm)	4	\$ 14.00	\$ 163,072.00	\$ 35,875.84	\$ 198,947.84	\$ 2,329.60	\$ 201,277.44	\$ 14,089.42	\$ 215,366.86	\$ 21,536.69	\$ 236,903.55	\$ 23,690.35	\$ 260,593.90
Security Officer (2pm-10pm)	3	\$ 14.00	\$ 122,304.00	\$ 26,906.88	\$ 149,210.88	\$ 1,747.20	\$ 150,958.08	\$ 10,567.07	\$ 161,525.15	\$ 16,152.51	\$ 177,677.66	\$ 17,767.77	\$ 195,445.43
Security Officer (10pm-6am)	4	\$ 14.00	\$ 163,072.00	\$ 35,875.84	\$ 198,947.84	\$ 2,329.60	\$ 201,277.44	\$ 14,089.42	\$ 215,366.86	\$ 21,536.69	\$ 236,903.55	\$ 23,690.35	\$ 260,593.90
Holiday pay (7 days @392 hours)		\$ 21.00	\$ 8,232.00	\$ 1,811.04	\$ 10,043.04	\$ 117.60	\$ 10,160.64	\$ 711.24	\$ 10,871.88	\$ 1,087.19	\$ 11,959.07	\$ 1,195.91	\$ 13,154.98
Total Positions	12												
Total Wages			\$ 503,272.00										\$ 503,272.00
Total Other				\$ 110,719.84		\$ 7,189.60				\$ 66,466.41		\$ 73,113.06	\$ 257,488.91
Total Equipment								\$ 43,482.70					\$ 43,482.70
Subtotal Wages and Other					\$ 613,991.84		\$ 621,181.44		\$ 664,664.14		\$ 731,130.55		\$ 804,243.61
GRAND TOTAL													\$ 804,243.61
Total Annual Hours													34,944
Hourly Rate													\$ 23.02
Estimated Start-up costs													
Portable Restrooms (4)		\$ 8,150.00											
Guard Shacks		\$ 11,500.00											
Fencing		\$ 3,600.00											
Start up total		\$ 23,250.00											

February 2020 – January 2021

Safeguard Security, Inc													
Prosper Portland RFP # 18-01													
February 1, 2020 - January 31, 2021													
2020 -USPS SITE													
Positions	Number of Positions	Hourly Wage per Position	Total Wages all positions 2912 hrs	Taxes and Insurance 21%	Subtotal	PTO Benefits	Subtotal	Golf Cart, Uniforms, Supplies and Equipment 5%	Subtotal	G&A Overhead 10%	Subtotal	Profit 10%	Grand Total
Site Security Supervisor	1	\$ 17.00	\$ 49,504.00	\$ 10,395.84	\$ 59,899.84	\$ 707.20	\$ 60,607.04	\$ 4,242.49	\$ 64,849.53	\$ 6,484.95	\$ 71,334.49	\$ 7,133.45	\$ 78,467.93
			\$ -					\$ -				\$ -	
Security Officer (6am-2pm)	4	\$ 15.00	\$ 174,720.00	\$ 36,691.20	\$ 211,411.20	\$ 2,496.00	\$ 213,907.20	\$ 14,973.50	\$ 228,880.70	\$ 22,888.07	\$ 251,768.77	\$ 25,176.88	\$ 276,945.65
Security Officer (2pm-10pm)	3	\$ 15.00	\$ 131,040.00	\$ 27,518.40	\$ 158,558.40	\$ 1,872.00	\$ 160,430.40	\$ 11,230.13	\$ 171,660.53	\$ 17,166.05	\$ 188,826.58	\$ 18,882.66	\$ 207,709.24
Security Officer (10pm-6am)	4	\$ 15.00	\$ 174,720.00	\$ 36,691.20	\$ 211,411.20	\$ 2,496.00	\$ 213,907.20	\$ 14,973.50	\$ 228,880.70	\$ 22,888.07	\$ 251,768.77	\$ 25,176.88	\$ 276,945.65
Holiday pay (7 days @392 hours)		\$ 22.50	\$ 8,820.00	\$ 1,852.20	\$ 10,672.20	\$ 126.00	\$ 10,798.20	\$ 755.87	\$ 11,554.07	\$ 1,155.41	\$ 12,709.48	\$ 1,270.95	\$ 13,980.43
Total Positions	12												
Total Wages			\$ 538,804.00										\$ 538,804.00
Total Other				\$ 113,148.84		\$ 7,697.20				\$ 70,582.55		\$ 77,640.81	\$ 269,069.40
Total Equipment								\$ 46,175.50					\$ 46,175.50
Subtotal Wages and Other					\$ 651,952.84		\$ 659,650.04		\$ 705,825.54		\$ 776,408.10		\$ 854,048.91
GRAND TOTAL													\$ 854,048.91
Total Annual Hours													34,944
Hourly Rate													\$ 24.44
Estimated Start-up costs													
Portable Restrooms		\$ 8,150.00											
Guard Shacks		\$ 11,500.00											
Fencing		\$ 3,600.00											
Start up total		\$ 23,250.00											

Board Resolution – Broadway Corridor Security Contract
 March 13, 2019
February 2021 – Termination

Exhibit A
 Page 14 of 14

Safeguard Security, Inc
 Prosper Portland RFP # 18-01
 February 1, 2021 - January 31, 2022

2021 -USPS SITE

Positions	Number of Positions	Hourly Wage per Position	Total Wages all positions 2021 hrs	Taxes and insurance 21%	Subtotal	PTO Benefits	Subtotal	Golf Cart,Uniforms, Supplies and Equipment 7%	Subtotal	G&A Overhead 10%	Subtotal	Profit 8%	Grand Total
Site Security Supervisor	1	\$ 18.00	\$ 52,416.00	\$ 11,007.36	\$ 63,423.36	\$ 748.80	\$ 64,172.16	\$ 4,492.05	\$ 68,664.21	\$ 6,866.42	\$ 75,530.63	\$ 7,553.06	\$ 83,083.70
Security Officer (6am-2pm)	4	\$ 16.00	\$ 186,368.00	\$ 39,137.28	\$ 225,505.28	\$ 2,662.40	\$ 228,167.68	\$ 15,971.74	\$ 244,139.42	\$ 24,413.94	\$ 268,553.36	\$ 26,855.34	\$ 295,408.70
Security Officer (2pm-10pm)	3	\$ 16.00	\$ 139,776.00	\$ 29,352.96	\$ 169,128.96	\$ 1,996.80	\$ 171,125.76	\$ 11,978.80	\$ 183,104.56	\$ 18,310.46	\$ 201,415.02	\$ 20,141.50	\$ 221,556.52
Security Officer (10pm-6am)	4	\$ 16.00	\$ 186,368.00	\$ 39,137.28	\$ 225,505.28	\$ 2,662.40	\$ 228,167.68	\$ 15,971.74	\$ 244,139.42	\$ 24,413.94	\$ 268,553.36	\$ 26,855.34	\$ 295,408.70
Holiday pay (7 days @392 hours)		\$ 24.00	\$ 9,408.00	\$ 1,975.68	\$ 11,383.68	\$ 134.40	\$ 11,518.08	\$ 806.27	\$ 12,324.35	\$ 1,232.43	\$ 13,556.78	\$ 1,355.68	\$ 14,912.46
Total Positions	12												
Total Wages			\$ 574,336.00										\$ 574,336.00
Total Other				\$ 120,610.56		\$ 8,204.80				\$ 75,237.20		\$ 82,760.92	\$ 286,813.47
Total Equipment							\$ 49,220.60						\$ 49,220.60
Subtotal Wages and Other					\$ 694,946.56		\$ 703,151.36		\$ 752,371.96		\$ 827,609.15		\$ 910,370.07

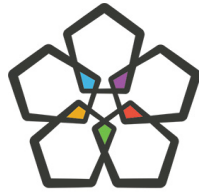
GRAND TOTAL

Total Annual Hours

Hourly Rate

\$ 910,370.07
 34,944
 \$ 26.05

Estimated Start-up costs	
Portable Restrooms	\$ 8,150.00
Guard Shacks	\$ 11,500.00
Fencing	\$ 3,600.00
Start up total	\$ 23,250.00



PROSPER PORTLAND

Building an Equitable Economy

RESOLUTION NO. 7305

RESOLUTION TITLE:

APPROVING A CONTRACT WITH SAFEGUARD SECURITY, INC. FOR PROPERTIES WITHIN BROADWAY CORRIDOR


Adopted by the Prosper Portland Commission on March 13, 2019

PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Chair Gustavo J. Cruz, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Alisha Moreland-Capua MD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Francesca Gambetti	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Peter Platt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Commissioner William Myers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda				

CERTIFICATION

The undersigned hereby certifies that:

The attached resolution is a true and correct copy of the resolution as finally adopted at a Board Meeting of the Prosper Portland Commission and as duly recorded in the official minutes of the meeting.

	Date: March 14, 2019
Pam Feigenbutz, Recording Secretary	