



MEMORANDUM

Date: March 17, 2015

To: Michael Kirk, Director
Facilities Management

From: C.H. Huckelberry
County Administrator

A handwritten signature in black ink, appearing to be "CHH", is written over the printed name "C.H. Huckelberry".

Re: **Downtown Tucson Partnership Contract and Scope of Work**

I appreciate the information in your March 12, 2015 email regarding the City of Tucson's contract with the Downtown Tucson Partnership (DTP).

A similar document should be prepared for our contract with the DTP. Our scope of work should not be as complex as the City's, particularly since it is likely we will not be able to increase our contribution to the DTP for services due to budget reductions necessitated by significant State cost transfers.

Please alert the DTP of this probable outcome based on our being required to transfer an unbudgeted \$23 million to the State to balance their budget. The magnitude of this cost transfer is more than any other county and twice that of Maricopa County. Hence, increasing budgeted amounts for services for Fiscal Year 2015/15 is unlikely.

CHH/anc

Attachment

Deborah Haro

From: Michael Kirk
Sent: Thursday, March 12, 2015 6:36 AM
To: Chuck Huckelberry
Cc: Celina Cuaron; Jan Leshar; Suzanne Goodman; Lisa Josker; Deborah Haro; Maura Kwiatkowski
Subject: RE: Downtown Tucson Partnership Contract with City of Tucson
Attachments: FINAL Downtown Tucson Enhanced Services Agreement (ESA) (A0058884).pdf; DTP ESA Scope of Work.pdf

Please find attached COT's contract and scope of work with DTP. We can draft something similar. I just need some specific things that we want them to do. I already have several security and marketing items that we can include in a contract. Let me know how you want me to proceed.

Committed, Competent, Courageous!

Michael L. Kirk, FMP
Director
Pima County Facilities Management
520-724-3703
"We are Committed, Competent, Courageous!"

From: Deborah Haro
Sent: Tuesday, March 10, 2015 4:23 PM
To: Lisa Josker; Michael Kirk; Suzanne Goodman
Cc: Celina Cuaron; Jan Leshar
Subject: Downtown Tucson Partnership Contract with City of Tucson

Hello Mr. Kirk,

Please see the attached correspondence from Mr. Huckelberry regarding the City of Tucson contract.

Thank you.

Debbie

Deborah Haro
520-724-8770
520-770-4201 Right Fax

Pima County Administrator's Office
130 W. Congress Street, Floor 10
Tucson, Arizona 85701
Deborah.Haro@pima.gov

**Downtown Tucson Enhanced Services Agreement
Renewal No. Three**

This Agreement entered into effect July 1, 2013, by and between the City of Tucson, a municipal corporation (the "City"), and the Downtown Tucson Partnership, an Arizona non-profit corporation (the "Corporation").

Witnesseth:

Whereas, the City desires to obtain certain enhanced services for the downtown area of Tucson, and pursuant to the authority granted under § 48-575 of the Arizona Revised Statutes ("A.R.S."), has established the Downtown Tucson Enhanced Municipal Services Improvement District (the "District"), as described in City Mayor and Council Resolution No. 17966, adopted February 23, 1998;

Whereas, the City and Corporation entered into a Downtown Tucson Enhanced Services Agreement (the "ESA") dated June 12, 1998, expiring July 1, 2003, recorded in the official records of Pima County, Arizona, at Docket 10918 at Pages 984 through 1017;

Whereas, the City and Corporation subsequently entered into an interpretation agreement, interpreting the ESA, dated June 11, 2001, and accepted by Corporation on June 14, 2001;

Whereas, the City and Corporation subsequently entered into an Interim Enhanced Services Agreement, accepted June 26, 2003, by Corporation and June 28, 2003, by City;

Whereas, the City and Corporation renewed the ESA for a five-year term on July 1, 2003, to expire on June 30, 2008 (Renewal No. One);

Whereas, the City and Corporation renewed the ESA for a second five year term effective July 1, 2008 to expire on June 30, 2013 (Renewal No. Two);

Whereas, the City and Corporation desire to renew the ESA for a third five year term effective July 1, 2013, to expire on June 30, 2018 (Renewal No. Three);

Whereas, pursuant to City Resolution of Intention No. 17966, adopted February 23, 1998, by the City's Mayor and Council, a renewed Enhanced Services Agreement shall be required to permit renewal of said District;

Now, therefore, in consideration of the mutual obligations of the parties contained herein, each of them does hereby covenant and agree with the other as follows:

Article 1. Scope of Services.

1.1. Purpose. The purpose of this Agreement is to establish and carry out a strategy for managing the District and providing enhanced services therein, including streetscape maintenance, security, and to a lesser extent, marketing, public relations, advocacy, and economic development. In the performance of its duties hereunder, the Corporation shall at all times maintain high standards of conduct and integrity in its internal and external business affairs.

1.2. Compliance with Laws. The Corporation shall comply with all applicable laws, ordinances and codes of the United States, the State of Arizona, and the City of Tucson. The Corporation shall not, and shall ensure that its subcontractors and suppliers do not, discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability, including, without limitation, in connection with the following practices: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, payoff or termination, rates of pay, other forms of compensation, and selection for training and apprenticeship. The Corporation further agrees that this clause will be incorporated in all contracts entered into with suppliers and subcontractors, and all labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this Agreement.

1.3. Services to be Provided by Corporation. The Corporation shall, during the term of this Agreement, perform the general services described in Attachment 1 hereof, as such services may be further defined, limited or expanded in the annual work program and budget presented to the City by the Corporation and approved and adopted by the City in accordance with this Agreement. The general services to be provided by the Corporation shall include:

1.3a. Streetscape Maintenance. The Corporation shall provide supplemental streetscape maintenance services within the District to ensure daily cleanliness and upkeep of sidewalks, alleyways, exteriors of buildings, and public areas through a maintenance program including sidewalk cleaning and power washing, graffiti removal, curb painting, landscaping, and communication with private property owners. Maintenance workers will also provide direction and general information regarding downtown.

1.3b. Security. In cooperation with the Tucson Police Department, the Corporation shall provide supplemental public safety services for the District, and, to the extent deemed by the Corporation to be necessary or advisable, a supervisor for street watching and crime reporting, in each case during such periods as the Corporation determines to be necessary or advisable. Street

Ambassadors will have appropriate, regular contact with the Tucson Police Department, and the Corporation shall supply reasonable services to provide for coordinated safety services as may be agreed to by the Tucson Police Department and the Corporation. While on security patrol, staff will also provide direction and information regarding downtown.

1.3c. Marketing, Public Relations, and Advocacy. The Corporation shall promote the District, including its individual market segments, and advertising, public relations and promotional campaign or campaigns (including publications, Downtown Banner Program, and coordination of and assistance to special events and festivals).

1.3d. Economic Development and Business Consulting. The Corporation will work closely with the City on downtown revitalization projects, the Downtown Facade Improvement Program, the development of vacant land, and the redevelopment of existing properties. The Corporation will perform business consulting services to assist businesses to locate in the downtown and act as a business information center for downtown.

1.4. Budgets, Progress Reports and Audits. The parties understand and agree that the performance of services by the Corporation as described in Attachment 1 is limited by the size and scope of the Corporation's annual budget. Accordingly, in order to enable the Corporation to provide services hereunder in the most effective manner within the Corporation's budget, the Corporation and the City agree to coordinate with respect to the scope of services to be provided hereunder as follows:

1.4a. The Corporation shall provide for review and approval by the City, with respect to each fiscal year (July 1 to June 30) covered by this Agreement (each, a "Covered Year") any recommended modifications to the description of services (Attachment 1) under this Agreement, together with a work program and operating budget meeting such scope of services, in each case for such Covered Year (each, an "Annual Work Plan and Budget"). The proposed modifications, work program and budget shall be finalized by the Corporation and submitted to the City by May 1 of the fiscal year preceding the Covered Year.

1.4b. The Mayor and Council of the City shall take action on the Corporation's proposed modifications to the work program and operating budget for each Covered Year by June 1 of the fiscal year immediately preceding the Covered Year. The scope of the City's review of the Annual work plan and budget proposed by the Corporation for each fiscal year shall be at the City's discretion, while the formal adoption of the Annual work plan remains as an activity of the Corporation's Board of Directors.

1.4c. The Corporation shall provide annual progress reports covering the prior fiscal year to the City Manager on or before October 1 of each Covered Year.

1.4d. In carrying out its work programs and developing plans as described in Article I hereof, the Corporation shall coordinate and consult with staff from appropriate City departments.

1.4e. The City or its designee shall have reasonable access to all facilities, books, documents, papers and records of the Corporation which are pertinent to this Agreement, for the purpose of making audits, examination, excerpts and transcriptions. The Corporation shall maintain such books, records, data, and documents according to generally accepted accounting principles, and shall maintain a uniform system of accounts and records. All required records shall be maintained for a minimum of three years after termination of this Agreement or until such later time as maybe requested, in writing, by the City Manager or City Manager's designee.

1.4f. The Corporation shall provide assistance to the Pima County Assessor and Pima County Treasurer in the management of the District, including the updating of land use and property ownership information, the development of proposed assessment lists, and the scheduling of events leading to assessment hearings and other appropriate public hearings for each fiscal year covered by this Agreement.

1.5. City to Continue Service Levels Within District. The City shall continue to provide within the District the same level of municipal services as are being provided within District boundaries as of July 1, 2013, as is set forth in Attachment 2 ("Downtown Baseline Services Provided by the City of Tucson"). It is not the City's intention to use or rely on any services provided by the Corporation to relieve or lessen the obligation or practice of the City to provide such Baseline Services within the District, except as may be otherwise agreed by the parties hereto. The parties recognize that the general level of services provided throughout the City, including the District, is subject to the annual budget and appropriation processes of the City as mandated by state law; and the parties also recognize that the City, in its exercise of responsible management, may find it necessary on occasion to make reallocations or shifts of personnel, materials or other resources, as required by emergency conditions, to preserve the health, welfare and safety of its citizens.

Article II. Additional Agreements of Parties.

2.1. Corporation's Board of Directors. The Board of Directors and its executive committee shall include the City Manager or designee as a voting, standing member and a representative of the City Council as an ex-officio member.

{A0058884.DOCX/}

2.2. Coordination of Planning. The City and the Corporation recognize that each will play an important continuing role in the development of the District, and that the efforts undertaken by the City and the Corporation will be enhanced by regular communication between appropriate representatives of the City and the Corporation. Accordingly, the City and the Corporation agree to use reasonable good faith efforts to coordinate with each other with respect to the following matters; provided that neither the City nor the Corporation shall be liable to the other for any breach of this Article II.

2.3. Planning, Zoning and Similar Matters.

2.3a. The City will:

- Advise the Corporation of hearings and public comment opportunities relating to the amendment or adoption of zoning, land use or similar regulations in the District and surrounding neighborhoods and areas; streetscape, building design and pedestrian guidelines, regulations and projects applicable to the District and surrounding neighborhoods and areas; commissions established by the City to provide advice, analysis or formal recommendations to the City's Mayor and Council regarding issues relating to the District and surrounding areas and neighborhoods (including but not limited to the Planning Commission, Design Review Board, Board of Adjustment); and parks, entertainment and building projects to be located in the District or surrounding neighborhoods and areas and in which the City proposes to have financial or other involvement.
- Provide the Corporation with prior notice of proposed purchases, sales or leases of City property located within the District.
- Provide the Corporation with formal notice of actual purchases, sales or leases of City property located within the District within thirty days following completion of such transactions.
- Upon request, provide the Corporation with publicly available information on such matters.
- Provide the Corporation with the opportunity to comment on such matters.

23b. The Corporation will:

- From time to time, provide opportunity for community input regarding suggested economic or activity zones within or adjacent to the District, and shall provide information relating thereto to the City.
- The foregoing reflects the City's and the Corporation's recognition that effective development of the District will require coordinated and comprehensive efforts by both entities.

2.4 Traffic and Parking. The City will cause its ParkWise program to allow a representative of the Corporation to serve as a voting member of the ParkWise Commission, and provide the Corporation with the opportunity to comment on the annual budgets and plans of the program. The Corporation will, in turn, allow a representative of ParkWise to serve as an ex-officio member of the Board of Directors of the Corporation in order to allow ParkWise the opportunity to comment on the annual work programs and budgets of the Corporation. The principal purpose of the foregoing is to enhance the efficiency and coordination of services and projects to be provided and undertaken by the Corporation and ParkWise. Additionally, the City Manager or designee and the Corporation may enter into joint operating agreements on an annual basis for additional services required by ParkWise such as maintenance, security, marketing and administrative duties related to these services.

2.5. Tucson Convention Center. The City will cause the Tucson Convention Center Commission ("TCCC") to allow a representative of the Corporation to participate as a non-voting member of the TCCC and provide the Corporation with the opportunity to comment on the annual budget and plans of the Tucson Convention Center. The Corporation will, in turn, provide TCCC with upcoming Board of Director meeting notices and agendas and allow the TCCC the opportunity to comment on the annual work programs and budgets of the Corporation. The principal purpose of the foregoing is to enhance the efficiency and coordination of the respective marketing efforts undertaken by the Corporation and the Tucson Convention Center.

2.6. Visit Tucson (formerly, Metropolitan Tucson Convention and Visitor's Bureau). The City will request that Visit Tucson provide the Corporation with upcoming Visit Tucson Board of Directors meeting notices and agendas. The President of Visit Tucson shall serve as an ex-officio member of the Corporation's Board of Directors. The principal purpose of the foregoing is to enhance the efficiency and coordination of the respective marketing efforts undertaken by the Corporation and Visit Tucson.

Article III. Effective Date, Term.

This Agreement shall become binding on the City and the Corporation effective July 1, 2013, and subject to Article V, shall remain in effect for five consecutive fiscal years, beginning July 1, 2013, and ending June 30, 2018 (such period, and any additional five year extension periods, being referred to herein as a "Contract Period"). This Agreement may be renewed for additional five year periods in the event the District and Resolution are extended in accordance with the terms of the Resolution and the City and Corporation agree to such extension.

Article IV. Compensation.

4.1. Annual Assessment Formula.

4.1a. Initial Enhanced Services Agreement Formula. The assessment formula that was established when the District was created equaled "the sum of the total square footage of land within such lot times \$0.106, plus the total square footage of buildings within such lot times \$0.053 (Exhibit C to Mayor and Council's Resolution of Intention No. 17966, adopted February 23, 1998). Arithmetically, this formula is the same as $(2 \times \text{Lot Square Feet}) + (\text{Building Square Feet}) \times 5.3 \text{ cents} = \text{Annual Assessment}$.

4.1b. Renewal No. Two Revised Assessment Formula – Effective with this renewal, a 2.5% escalator of the assessment formula in 4.1a will be incorporated in each of the five consecutive fiscal years of the term:

- Fiscal Year 2009 Assessment = $(2 \times \text{Lot Square Feet}) + (\text{Building Square Feet}) \times 5.3 \text{ cents} \times 2.5\%$
- Fiscal Year 2010 Assessment = $(2 \times \text{Lot Square Feet}) + (\text{Building Square Feet}) \times 5.3 \text{ cents} \times 2.5\% \times 2.5\%$
- Fiscal Year 2011 Assessment = $(2 \times \text{Lot Square Feet}) + (\text{Building Square Feet}) \times 5.3 \text{ cents} \times 2.5\% \times 2.5\% \times 2.5\%$
- Fiscal Year 2012 Assessment = $(2 \times \text{Lot Square Feet}) + (\text{Building Square Feet}) \times 5.3 \text{ cents} \times 2.5\% \times 2.5\% \times 2.5\% \times 2.5\%$
- Fiscal Year 2013 Assessment = $(2 \times \text{Lot Square Feet}) + (\text{Building Square Feet}) \times 5.3 \text{ cents} \times 2.5\% \times 2.5\% \times 2.5\% \times 2.5\% \times 2.5\%$

4.1c. Renewal Three's Assessment Formula – The annual 2.5% escalator in Renewal Two Assessment Formula will be continue with this renewal. The assessment formula in each of the five consecutive fiscal years of the term shall be:

- Fiscal Year 2014 Assessment = (2 X Lot Square Feet) + (Building Square Feet) X 5.3 cents X 2.5% X 2.5% X 2.5% X 2.5% X 2.5% X 2.5%
- Fiscal Year 2015 Assessment = (2 X Lot Square Feet) + (Building Square Feet) X 5.3 cents X 2.5% X 2.5% X 2.5% X 2.5% X 2.5% X 2.5% X 2.5%
- Fiscal Year 2016 Assessment = (2 X Lot Square Feet) + (Building Square Feet) X 5.3 cents X 2.5% X 2.5%
- Fiscal Year 2017 Assessment = (2 X Lot Square Feet) + (Building Square Feet) X 5.3 cents X 2.5% X 2.5%
- Fiscal Year 2018 Assessment = (2 X Lot Square Feet) + (Building Square Feet) X 5.3 cents X 2.5% X 2.5%

4.1d. Renewal Three's Contribution by the City of Tucson. Effective with this renewal the annual contribution provided by the City to the Corporation to perform the services as described in the ESA Renewal NO. Three is subject to the annual budget appropriation by the City of Tucson Mayor and Council. For the first year of this agreement, FY 2014, the City of Tucson Mayor and Council have appropriated \$365,000 for the ESA. The annual contribution shall be paid directly to the Corporation on a quarterly basis during the fiscal year (July 15, October 15, January 15, and April 15).

4.2. Regular Assessments. Assessment of properties that are not City-owned properties shall be imposed and collected by the Pima County Assessor's Office. The Parties agree that the Pima County Assessor shall be authorized to disburse any and all of the assessments on non-City-owned properties collected for the benefit of the District directly to the Corporation.

4.3. Contracts Between Corporation and Others. It is understood and agreed that the Corporation may enter into agreements with tenants of property owned by the City, or with governmental entities other than the City, or with other persons or entities, pursuant to which the Corporation may agree to provide services to such persons and entities (whether or not similar to services provided to the City hereunder) and such

persons and entities may agree to provide compensation to the Corporation for such services.

4.5. Compensation Under Renewal NO. Two. Each party herein agrees and acknowledges that the other party has completely satisfied its obligations of compensation pursuant to the Downtown Tucson Enhanced Services Agreement Renewal NO. Two effective July 1, 2008, through June 30, 2013, and hereby waives any claim of nonpayment, underpayment, or other delinquency arising under Renewal No. Two.

Article V. Termination.

5.1. Scheduled Termination. This Agreement will terminate automatically on June 30, 2018, unless renewed in accordance with Article III.

5.2. Early Termination. This Agreement may be terminated prior to June 30, 2018, for the following circumstances:

- The City's payment as described in Article IV is subject to approval of the annual work program and budget and the related annual appropriation by the City of Tucson Mayor and Council.
- This Agreement shall terminate automatically if and when the Corporation ceases to exist;
- The Corporation may elect to terminate this Agreement at any time upon at least thirty (30) days prior written notice after the District and the Resolution shall have terminated pursuant to the terms and conditions of the Resolution;
- The Corporation may elect to terminate this Agreement at the end of any Covered Year if there shall have been a material breach by the City. In such an event, Corporation shall give the City at least thirty (30) days prior written notice of termination;
- The City may elect to terminate this Agreement at the end of any Covered Year if there shall have been a material breach by the Corporation. In such event, the City shall give Corporation at least thirty (30) days prior written notice of termination.

For purposes of the foregoing, material breach by the City means 1) any modification to, or failure to comply with and act in compliance with the substantive terms and

conditions of this Agreement without the consent of the Corporation, and, if required, the consent of the Required Property Owners as defined in City Mayor and Council Resolution No. 17966, adopted February 23, 1998, after written notice to City of such failure or modification, and the continuance of such failure or modification without cure for a period of sixty (60) days.

For purposes of the foregoing, material breach by the Corporation means 1) any failure to perform the services contemplated by the annual work program and budget, or services generally comparable thereto, or failure to comply with and act in compliance with the substantive terms and conditions of this Agreement without the consent of the City; and 2) after written notice to Corporation of such failure or modification, and the continuance of such failure or modification without cure for a period of sixty (60) days.

5.3. Effect of Termination. Upon termination of this Agreement, the Resolution and Pima County Assessor's right to assess or collect any assessments pursuant to the Resolution shall terminate as of the effective date of termination (except to the extent provided in the Resolution), and City shall have the right, but not the obligation, to acquire from the Corporation all of the Corporation's assets within sixty (60) days of the date of termination of this Agreement; provided that to exercise such right the City must agree to assume all of the Corporation's liabilities (whether fixed or contingent) and the City must deliver to the Corporation, at least thirty (30) days prior to the proposed termination date the City's binding commitment to acquire such assets and assume such liabilities.

Article VI. Insurance and Indemnification.

6.1. Insurance Requirements. Corporation shall procure and maintain for the duration of the Agreement, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Corporation, its agents, representatives, employees or subcontractors. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Corporation from liabilities that might arise out of the performance of the work under this contract by the Corporation, its agents, representatives, employees or subcontractors and Corporation is free to purchase such additional insurance as the Corporation may determine to be necessary.

6.2. Minimum Scope and Limits of Insurance. Corporation shall provide coverage at least as broad and with limits of liability no less than those stated below:

6.2a. Commercial General Liability -Occurrence Form

| | |
|---|-------------|
| General Aggregate per project | \$1,000,000 |
| Products-Completed Operations Aggregate | 1,000,000 |
| Personal and Advertising Injury | 1,000,000 |
| Each Occurrence | 1,000,000 |
| Fire Damage | 50,000 |

6.2b. Automobile Liability – Including Owned, Hired, and Non-owned Vehicles

| | |
|---------------------------------------|-------------|
| Combined Single Limit Per Accident | \$1,000,000 |
| For Bodily Injury and Property Damage | |

6.2c. Workers' Compensation and Employer's Liability

| | |
|------------------------|-----------|
| Workers' Compensation | Statutory |
| Employer's Liability: | |
| Each Accident | \$100,000 |
| Disease -Each Employee | 100,000 |
| Disease -Policy Limit | 500,000 |

6.3. Self-insurance. Any self-insurance retentions (including deductions) must be declared to and approved by the City. At the option of the City, either the Corporation shall cause the insurer to reduce or eliminate such self-insured retentions or deductions with respect to the City, its elected officials, departments, officers, agents, employees, contractors, subcontractors and volunteers; or the Corporation shall procure a bond guaranteeing the payment of losses and related investigations, claims administration and defense costs for such self-insured portions or deductible portions.

6.4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

6.4a. The City of Tucson, its departments, officers, officials, agents, employees, contractors and volunteers are to be named as additional insured with respect to liability arising out of activities performed by, or on behalf of, the Corporation including the City's general supervision of the Corporation, products and completed operations of the Corporation; and vehicles owned, leased, hired or borrowed by the Corporation.

6.4b. The Corporation's insurance shall contain broad form contractual liability coverage and shall not exclude XCV coverage.

6.4c. The City, its departments, officers, officials, agents, employees, contractors and volunteers directly assigned by the Corporation shall be additional insured to the full limits of liability purchased by the Corporation even if those limits of liability are in excess of those required by this Agreement.

6.4d. The Corporation's insurance coverage shall be primary insurance with respect to the City, its departments, officers, officials, agents and employees, contractors and volunteers. Any insurance or self-insurance maintained by the City, its departments, officers, officials, agents, employees, contractors or volunteers shall be in excess of the coverage of the Corporation's insurance and shall not contribute to it.

6.4e. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City, its departments, officers, officials, agents, employees, contractors and volunteers.

6.4f. The Corporation's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.4g. Coverage by the Corporation shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

6.4h. The coverage shall not contain special limitations on the scope of protection afforded to the City, its departments, officers, officials, agents, employees,

6.5. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its departments, officers, officials, agents, employees, contractors and volunteers for losses arising from work performed by the Corporation for the City.

6.6. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City department entering into the contract. Such notice shall be by certified mail, return receipt requested.

6.7. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A-VII. The City in no way warrants that the above required

minimum insurer rating is sufficient to protect the Corporation from potential insurer insolvency.

6.8. Verification of Coverage. The Corporation shall furnish the City's Contract Administrator with certificates of insurance and with original endorsements effecting coverage as required by this Agreement. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. All certificates and endorsements are to be received and approved by the City before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project.

Such certificates shall be sent directly to:

Finance Director City of Tucson
255 West Alameda, 5th Floor
Tucson, AZ 85701

The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement, at any time.

6.9. Subcontractors. The Corporation shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6.10. Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the City Attorney's Office, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

6.11. Indemnification. Notwithstanding the provision of the insurance as called for in this Agreement, and not as substitution therefor, the Corporation shall indemnify and hold harmless the City and its respective officers, agents, employees, and elected officials from and against any and all claims, demand and actions, and costs and reasonable attorneys' fees, for damages or personal injury (including death) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Corporation or any of its officers, agents, employees or subcontractors. The City shall indemnify and hold harmless the Corporation and its respective officers, agents and employees from and against any and all claims, demands and actions, and costs and reasonable attorneys' fees, for damages or personal injury (including death) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or

7.4. Governing Law, Severability. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. A finding that any term or provision of this Agreement is invalid or unenforceable shall not affect the validity or enforceability of the remainder of this Agreement.

7.5. Lien Indemnification. The Corporation shall save and hold City harmless from any claimant supplying labor or materials in the performance of any work requested, required or contracted for by the Corporation under this Agreement. The Corporation shall provide written certification to the City that any and all persons providing labor and materials in any single contract in excess of \$15,000, for which a lien would be available under the provisions of Article 6, Chapter 3, Title 33, A.R.S., shall be appropriately licensed and shall provide a payment bond which shall fully comply with the provisions of A.R.S. § 33-1003.

In Witness Whereof, the Corporation has executed the same through its duly authorized representative, and the City has cause this Agreement to be duly executed in its name and behalf by its City Manager and its seal to be hereunto duly affixed and attested to by its City Clerk, all as of the day and year so indicated.

Dated this _____ day of _____, 2013.

By: Michael Keith, Chief Executive Officer
For: Downtown Tucson Partnership

Accepted this _____ day of _____, 2013.

By: Richard Miranda, City Manager
For: City of Tucson

Approved as to form by Mike Rankin
City Attorney for City of Tucson

Attested to by Roger Randolph, City Clerk

| | B | C | D | E | F | G | H |
|----|--|--|--|--|---|---|---|
| | Downtown Tucson Partnership Scope of Work for Enhanced Services : As of 7/10/13 | | | | | | |
| 1 | | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |
| 4 | 4th Avenue Overpass Bridge Mouth of Rattle | Routine Maintenance and Repairs to drinking fountains, water features, sculptures, flagpoles, railings, sidewalks. Daily sweeping, litter pickup Daily weeding Regularly scheduled power-washing | Report graffiti (no abatement), dumping, repairs needed and weeding in of all parks and parks interiors | Assist with sweeping and litter pickup if requested by City Departments Assist with extra litter pickup and sweeping, and powerwashing as contracted by event organizers or contracted by City | Landscape maintenance: Paul Rosenboom Edward Wilmes TDOT 837-6730 | Notify City Manager's Office of high volume or poor maintenance locations for review and remediation Event organizers are responsible for litter during event and post-event cleanup including sweeping, litter and power-washing. Hate speech to be remediated immediately, all other graffiti to be remediated within 48 hours. | |
| 5 | 4th Avenue Underpass | | Report wildcat dumping to Code Enforcement Report infrastructure failures to TDOT Report Graffiti to GPC. | Abate minor graffiti at ground floor level. Report major graffiti to GPC Power washing wall and sidewalks Cleaning brick Apply touch up paint using City-provided paint Clean minor litter | Edward Wilmes, TDOT, Streets and Traffic Maintenance at 837-6730 Pat Tapia, Environmental Services 837-3784 Jim Webb, Police Graffiti Protective Coatings, (520) 792-CITY (2489) or www.tucsonaz.gov/graffiti/report TEP graffiti hotline -- 623.7711 | | Graffiti and Litter - Daily. Touch up paint - As Needed. Powerwashing Weekly Cleaning brick - Weekly |
| 6 | 6th Avenue & Stone Underpasses, entirely | | Report wildcat dumping to Code Enforcement Report infrastructure failures to TDOT Report Graffiti to GPC. | Abate minor graffiti at ground floor level. Report major graffiti to GPC Power washing wall and sidewalks Cleaning brick Apply touch up paint using City-provided paint Clean minor litter | Edward Wilmes, TDOT, Streets and Traffic Maintenance at 837-6730 Pat Tapia, Environmental Services 837-3784 Jim Webb, Police Graffiti Protective Coatings, (520) 792-CITY (2489) or www.tucsonaz.gov/graffiti/report TEP graffiti hotline -- 623.7711 | Maintain Historic Preservation Jonathan needs to be looped in. | Graffiti and Litter - Daily. Touch up paint - As Needed. Powerwashing Weekly Cleaning brick - Weekly |
| 7 | Alleys | Code Enforcement | Report wildcat dumping of items larger than cart pickup. | For known source, contact Code Enforcement and/or contact source to expedite removal. | Pat Tapia, Environmental Services 837-3784 Carlos Portillo, Code Enforcement, 837-5045, CarlosR.Portillo@tucsonaz.gov | If private alley or public alley with known source owner, source owner notified and required to abate. If public alley, Code Enforcement to remove within 48 hours. If item is not removed within 48 hours, DTP will document and remove. | As needed, anticipate 2 incidents per week |
| 8 | Alleys | Policing | Report panhandling, urban camping, loitering or illegal activity following COT protocol. Report urgent problems to 911. | | Jim Webb, Police | Campers or loiterers immediately removed; connected with social service agencies if necessary | As needed, anticipate 1 incident per week |
| 9 | Alleys | Container service | Report major litter (larger than cart pickup) and | Remove minor litter | Pat Tapia, Environmental Services 837-3784 | Private alleys: Owner notified and required to mitigate or pay fine. Public alleys: Litter removed within 24 hours. | As needed, anticipate 2 incidents per week |
| 10 | Alleys | Litter | Report major litter (larger than cart pickup) and | Remove minor litter | Pat Tapia, Environmental Services 837-3784 | Private alleys: Owner notified and required to mitigate or pay fine. Public alleys: Litter removed within 24 hours. | As needed, anticipate 2 incidents per week |
| 11 | Alleys | Infrastructure Repair | Report infrastructure failures noticed during normal course of work. | Barricade safety hazards. Repair minor failures where possible. | Clarissa Carranza In TDOT, clarissa.carranza@tucsonaz.gov | Infrastructure failures added to repair schedule; safety hazards escalated | As spotted |

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| | Service Area | City Baseline Service | DTP Reporting | DTP Enhanced Service | City Contact | Expected Outcome/Escalation | Frequency/Coverage |
| 3 | | | | | | | |
| | Alleys, Parks and Sensitive Areas | | | Connect homeless with social services | Community Partners of Southern Arizona (CPSA) City of Tucson Police | Reduction in urban camping | As needed |
| 12 | Ash Cans | | | Remove Trash and Cigarette Butts | | | Daily Mon - Sat for 40 ash cans |
| 13 | Bus Stops | Suntran cleans benches, empties waste cans, removes graffiti and other maintenance | Report graffiti to SunTran | | For SunTran Property, 792-9222 | | As needed |
| 14 | Curbs | All parking areas visible and clean | Report infrastructure failures to TDOT. | Repaint curbs for parking control where paint is worn using paint provided by TDOT. For FY 2014, no sandblasting to prepare curbs. DTP checking on paint price, might buy directly For new parking curbs that need painting, Parkwise will issue work orders. | Donovan Durband, Parkwise. Edward Wilmes, TDOT 837-6730 | Priority Level 1 parking designations visible and clear within 12 months. | 100% of total linear feet within BID painted every 3 years |
| 15 | Exterior of Buildings | Code Enforcement | Report obvious code violations and graffiti, including signs and facades. | | Carlos Portillo, Code Enforcement, 837-5045, CarlosR.Portillo@tucsonaz.gov | Code violations abated | Carlos Portillo, Code Enforcement, 837-5045, CarlosR.Portillo@tucsonaz.gov |
| 16 | Exterior of Buildings Public Rights-of-Way | Graffiti removal | Report all graffiti For private owners outside of GPC service area, report failure to mitigate to Code Enforcement. | Follow GPC policy at www.tucsonaz.gov/graffiti/ Remove illegal handbills Remove stickers Remove ground floor graffiti within reach | For ADOT property, 388-4200 For City Property, Graffiti Protective Coatings, (520) 792-CITY (2486) or http://cms3.tucsonaz.gov/graffiti/report For SunTran Property, 792-9222 | Major graffiti in GPC service area removed within 3 days of detection Minor graffiti in GPC service area removed within 4 hours of detection Major graffiti on private property outside of GPC service area removed per City code Graffiti in other jurisdictions removed according to that jurisdiction's protocol Areas kept free of stickers and illegal handbills | As needed, anticipate 20 incidents per week |
| 17 | Downtown Wayfinding and Parking Signs | Maintenance | | Document and remove stickers | Donovan Durband, Parkwise, Donovan.Durband@tucsonaz.gov, 791-5071 | | As needed |
| 18 | Gutters | | Report infrastructure failures | Machine Sweeping | N/A | Gutters are kept free of debris | Daily for high-traffic areas, Weekly for low-traffic areas |
| 19 | High Pedestrian Traffic Areas | | | Identify high incident rates of graffiti and look for creative policing solutions to reduce hot spots | Phone App. Or www.tucsonaz.gov/graffiti/report | 48 hours | As reported |
| 20 | Light Poles | | Report for for bulb replacement or repair as appropriate. | Document and remove illegal handbills. | Edward Wilmes, TDOT, 837-6730 | | As needed |
| 21 | | | | | | | |

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| | Service Area | City Baseline Service | DTP Reporting | DTP Enhanced Service | City Contact | Expected Outcome/Escalation | Frequency/Coverage |
| 3 | Light Poles (Historic) | Clean globes and replace lightbulbs (20Watts) | Report for for bulb replacement or repair as appropriate. | Paint and maintain. Document and remove illegal handbills. | Edward Wilmes, TDOT, 837-6730 | | As needed |
| 22 | Pedestrian Litter Containers | | | Empty Trash bags, DTP provide gloves and bags. Empty Recycling containers Keep exterior of Containers clean Document and remove Graffiti | Pat Tapia, Environmental Services 837-3784 | | 6 times per week for 90 garbage and recycling containers. |
| 23 | Planters along Scott, Toole, 5th, Congress and 4th | | | Installation and maintenance of native plants. No maintenance of plantings that have been adopted by area businesses or groups. | Edward Wilmes, TDOT, Streets and Traffic Maintenance at 837-6730 | | 2 staff 2 hours 3 times a week |
| 24 | Public plazas, hardscape areas of public parks except those listed elsewhere in this schedule | Routine Maintenance and Repairs to windows, drinking fountains, water features, sculptures, flagpoles, railings, sidewalks. Daily sweeping, litter pickup Daily Weeding Regularly scheduled power-washing | Report graffiti (no abatement), dumping, repairs needed and weeding in of all parks and parks interiors | Assist with extra litter pickup and sweeping, and powerwashing as contracted by event organizers or contracted by City | Peg Weber, Parks Dept 837-8050 | Notify City Manager's Office of high volume or poor maintenance locations for review and remediation Event organizers are responsible for litter during event and post-event cleanup including sweeping, litter and power-washing. Hate speech to be remediated immediately; all other graffiti to be remediated within 48 hours. | Anticipate 1 hour per week |
| 25 | Public Rights-of-Way | Policing | Report panhandling, urban camping, loitering or illegal activity following COT protocol. Report urgent problems to 911. | | Jim Webb, Police 911 | Discouragement of crime | As needed (avg 6 hours per week) |
| 26 | Ronstadt Transit Center | N/A | Report any graffiti (no abatement), wildcat dumping, heavy litter, repairs needed and weeding observed | | Kate Reilly, Sun Tran, 623-4301 | Remediation within 48 hours | As needed |
| 27 | Special Event Support | Provide Event Policy | | Assist special event litter control, post-event cleanup including powerwashing on an as contracted basis for City-sponsored events and on a subcontracted basis otherwise. Notify City if/when event organizers fail to provide adequate service | Chris Leighton, 837-6625 | Events do not require unforeseen security or maintenance needs | 2 hours per event (estimate 40 events) |
| 28 | Spencer Park | Infrastructure Repair Twice weekly litter pickup, include in sweeping and powerwashing schedule Assist with extra litter pickup and sweeping, and powerwashing as contracted by event organizers or responsible party | | | Edward Wilmes, TDOT, 837-6730 | Notify responsible party of high volume or poor maintenance locations for review and remediation. Escalate to City Manager's office Event organizers are responsible for litter during event and post-event cleanup including sweeping, litter and power-washing. Hate speech to be remediated immediately; all other graffiti to be remediated within 48 hours. | |
| 29 | Stone Avenue, Scott Ave between Broadway and 14th Street Toole Avenue (special landscaping) | | Report graffiti, | Maintain landscape, daily litter pick-up | | | Daily - Litter, Weekly - Graffiti |
| 30 | Streets | Code Enforcement | Report wildcat dumping to Code Enforcement Report infrastructure failures to TDOT Report Graffiti to GPC | Abate minor graffiti at ground floor level | Edward Wilmes, TDOT, Streets and Traffic Maintenance at 837-6730 Carlos Portillo, Code Enforcement, 837-5045, CarlosR.Portillo@tucsonaz.gov Pat Tapia, Environmental Services 837-3784 Jim Webb, Police | | 1 hour per week, observation |
| 31 | | | | | | | |

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| | Service Area | City Baseline Service | DTP Reporting | DTP Enhanced Service | City Contact | Expected Outcome/Escalation | Frequency/Coverage |
| 3 | | | | | | | |
| | Streets | Sweeping Mondays and Fridays | | Schedule Mad Vac sweeping alternate to City schedule | Edward Wilmes, TDOT, Streets and Traffic Maintenance at 837-6730 | High level of cleanliness | Mad Vac Tues, Thurs and Saturday |
| 32 | Street Furniture | SunTran cleans benches at bus stops | Report damaged furniture to TDOT | Power wash benches Document and remove Graffiti | Edward Wilmes, TDOT, Streets and Traffic Maintenance at 837-6730 | | As needed |
| 33 | Street signs (Stop Signs etc.) | Maintenance | | Contact TDOT for repair or replacement as appropriate. Report and abate graffiti on unpainted sign backs. | Edward Wilmes, TDOT, Streets and Traffic Maintenance at 837-6730. Graffiti Protective Coatings, (520) 792-CITY (2489) or www.tucsonaz.gov/graffiti/report | | one hour per month |
| 34 | Street Trees Tree well covers | Maintenance and trimming | Report trimming needs Report broken tree wells Report irrigation maintenance needs | Clean underneath covers, taking out litter and vegetation | Gary Wittwer, 791-5100 Edward Wilmes, TDOT, 837-6730 | | 2 times a year 2 staff |
| 35 | Streetcar Construction Zones | | | Troubleshoot pedestrian walkways for any access issues or hazards. Increase power-washing frequencies as needed | Joe Chase, Transportation joe.chase@tucsonaz.gov 837-8619 | | additional hours |
| 36 | Streetcar Construction Zones | | Report missing or problematic wayfinding signs | | Britton Dornquast, Mainstreet, 838-4352, bdornquast@mainstreetinfo.org | | As spotted |
| 37 | Streetcar (Sunlink) stops | | | | | | |
| 38 | Treelawn | Weeding | | Weed Curb to Sidewalk Private BID Properties only | Edward Wilmes, TDOT, Streets and Traffic Maintenance at 837-6730 | | 2 staff 2 days twice a year |
| 39 | Vacant Private lots Vacant City lots | Code Enforcement Policing | Report graffiti to GPC Report litter, wildcat dumping, repairs needed and weeding needed to Code Enforcement | Offer for-fee litter pickup and sweeping, powerwashing, graffiti removal to owners | Carlos Portillo, Code Enforcement, 837-5045, CarlosR.Portillo@tucsonaz.gov Graffiti Protective Coatings, (520) 792-CITY (2489) or www.tucsonaz.gov/graffiti/report | | As needed |
| 40 | | | | | | | |
| 41 | | | | | | | |

| Downtown Tucson Partnership Scope of Work for Enhanced Services: Security | | | | | | | | |
|---|-----------------------|---|--|---|---|--------------------|---------------|---------------|
| Service Area | City Baseline Service | DTP Reporting | DTP Enhanced Service | City Contact | Expected Outcome/Escalation | Frequency/Coverage | Documentation | City Comments |
| BID area | | | Patrol BID Area with trained and licensed security ambassadors. Service will be provided throughout the calendar year, with the exception of DTP paid holidays, at least 16 hours per day, Monday through Saturday, with reduced shifts on Sunday. | Jim Webb, Police | Appropriate response to security situation Visible deterrence to criminal activity Increase perception of downtown as a safe place to work and play | | | |
| BID area | | Report criminal activity to Tucson Police Department (TPD) | | Jim Webb, Police | Appropriate escalation of security situations | As needed | Report log | |
| BID area | | | Provide visual deterrence to criminal activity through golf cart, bicycle, and foot patrols. | Jim Webb, Police | | Daily | | |
| BID area | | | Meets with TPD to review and develop solutions for crime hot spots | Jim Webb, Police | | Monthly | | |
| BID area | | | Publicize contact information and provide rapid response to calls for assistance | Jim Webb, Police | 80% of responses within five minutes | Daily | Report log | |
| BID area | | | Act as a neighborhood liaison for a safe downtown. | Jim Webb, Police | | Daily | | |
| BID area | | | Encourage members of the public to report criminal activity to TPD. | Jim Webb, Police | | Daily | | |
| BID area | | | Provide safety escorts to and from Downtown parking lots upon request. | Jim Webb, Police | | Daily | | |
| BID area | | | Act as agents for property and business owners in response to criminal activity, with written authorization. (Verbal authorization can be accepted depending on situation.) | Jim Webb, Police | | Daily | | |
| BID area | | | Provide increased presence in high-traffic and high-incident areas at appropriate times of the day and night. | Jim Webb, Police | | Daily | | |
| BID area | | | Provide increased presence at special events and large public gatherings only as-contracted by City or as separately contracted by an event promoter. | Jim Webb, Police | | Daily | | |
| BID area | | Document and report incidents of major graffiti to GPC Documents and report minor graffiti to GPC and DTP streetscape maintenance staff for removal. | | Jim Webb, Police GPC | | Daily | | |
| BID area | | | Work with social service agencies and City of Tucson to identify individuals who may need assistance with drug/alcohol rehabilitation, shelter, or the services | Jim Webb, Police Graffiti Protective Coatings, (520) 792-CITY (2489) or www.tucsonaz.gov/graffiti/report | | Daily | | |
| BID area | | | Collaborate with downtown businesses and other agencies, including TPD, to develop security strategies for the BID. | Jim Webb, Police | | Daily | | |
| BID area | | | Represent the downtown community as ambassadors, providing visitors with directions and information as requested. | Jim Webb, Police | | Daily | | |

DT P Scope of Work for Enhanced Services: Economic Development

| Program | Program Description | Partners | Expected Outcome/ Escalation | Documentation |
|--|--|---|--|---|
| Streetcar Promotion | Create a positive image of downtown streetcar improvements, undo negative publicity, maintain traffic to events and festivals, increase visitors to downtown | | | |
| Congress Street Streetscaping | Implementation of the infrastructure plan | | | Plan Provided to COT and being implemented |
| Urban Village Program | Create a strategic plan to encourage living in downtown. Execute select strategies in 2013. | | | |
| Retention and expansion; Entrepreneurship: <i>Support small businesses Downtown</i> | Provide assistance to existing businesses Downtown and businesses interested in locating Downtown | Staff | *200 consultations with business and/or property owners | |
| | | | *50 businesses assisted with development process | |
| | | | *50 businesses assisted with financing process | |
| | | | *referrals to partners | |
| | | | *10 leases signed | |
| | | | *10 new businesses opened Downtown | |
| Retention and expansion; Entrepreneurship; Investment in key commercial areas: <i>Support small businesses Downtown, support for additional housing Downtown</i> | Utilize analysis of past and future development, with focus on available and underutilized parcels | Staff | *30 consultations with parties interested in developing parcels Downtown | |
| Retention and expansion; Entrepreneurship; Investment in key commercial areas: <i>Create jobs Downtown</i> | Downtown business incubator | Staff, committee, stakeholders (UA, City, County) | *establishment of a Downtown business incubator | completed - Gangplank and Start-up Tucson |
| Investment in Key Commercial Areas: <i>Support for additional housing Downtown</i> | Increase number of residents living Downtown by assisting development of residential housing | Staff, interns from UA | (contained in above metrics) | |
| <i>Recruitment, retention, expansion; investment in key commercial areas: Create jobs Downtown</i> | Support creation and sustainability of hotels Downtown | Committee and staff working with COT, Rio Nuevo, private developers | (contained in above metrics) | |
| Entrepreneurship, Investment in key commercial areas: <i>Access to capital for Downtown businesses</i> | New Markets Tax Credits/HUD 108 Loan Fund (\$10M) | Staff, committee to advocate | | Successfully coordinated NMTC for 1 east Broadway |
| Entrepreneurship, Investment in key commercial areas: <i>Access to capital for Downtown businesses</i> | EDA RLF (\$1M) | Staff, committee to advocate | | Working on CEDS development |
| Entrepreneurship, Investment in key commercial areas: <i>Access to capital for Downtown businesses</i> | Other grant funding identified, applied for with partners | Staff, committee to advocate | | Tohono O'odham Grant and Pasqua Yaqui Tribe |

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| 1 | | DT P Scope of Work for Enhanced Services: Marketing, PR and Advocacy | | | | |
| 2 | Service Type | Service Area | Program | Program Description | Partners | Expected Outcome/ Escalation |
| 3 | Marketing | Overpasses and Poles, Banner Hanging | Banner | Install banners on light poles and pedestrian bridges for City-sponsored events | Glenn Moyer, Planning and Development Services, 837- 4954 | |
| 4 | Marketing | BID area Holiday decorations | Holiday | Hang Holiday Decorations | | |
| 5 | Marketing | | Bus Tours | Expose downtown to a diverse group of the community | TREO and Tucson Chamber | Encourage interest in leasing or buying office space downtown |
| 6 | PR | | Media and Press Coverage | Create awareness of downtown through earned media | | Encourage interest in living, working and playing in downtown |
| 7 | PR | | Streetcar | Encourage people to come to events and businesses during construction | | |
| 8 | PR | | Speaking Engagements | Create awareness of downtown from key associations and membership organizations | | Encourage interest in leasing or buying office space downtown |
| 9 | Marketing | Entire BID | Safety Services | Creates awareness of DTP safety services like the escort service, capabilities, where to park, etc as a flier and public services message | | Higher utilization of services, create perception of safety in downtown |
| 10 | Marketing | Entire BID | Fee for Service | Highlight additional DTP Services that can be provided to private property owners in the BID for a fee | | Set appropriate expectation of services and service levels |

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| 11 | Downtown branding campaign | | | Convene community partners (Visit Tucson, City, County, Chambers of Commerce, TREO) to create a shared branding campaign | Committee with staff assistance | |
| 12 | Downtown promotion | | | Expand festivals and events Downtown | Staff | Expand festivals and events Downtown |
| 13 | Downtown promotion | | | Relocate to a professional storefront as a Hub for Downtown, highlighting DTP as the Downtown clearinghouse | Staff | Move to professional storefront in July. |
| 14 | Downtown promotion | | | Collaborate with merchants on marketing strategies | Staff with committee input and direction | Engage merchants in joint or cooperative advertising strategies and event promotion; develop joint merchant social media strategy |
| 15 | Downtown promotion | | | Improve website, expand social media presence, create mobile phone app | Staff | Continue to grow and enhance online presence with a focus on social media & creating original content for the website |
| 16 | Downtown Promotion/Communication | | | Implement targeted newsletters | Staff | Implement monthly newsletter to merchants and monthly CEO newsletter to stakeholders |
| 17 | Downtown promotion/Fund development | | | Launch first annual "State of Downtown" event | Committee, with staff support | |
| 18 | Downtown promotion | | | Reestablish memberships at strategic organizations | Staff | |
| 19 | Downtown promotion | | | Establish a volunteer "Downtown Docent" program | Committee and MTCVB, with staff support | Develop docents for every major Downtown event |
| 20 | Branding for DTP | | | Branding new logo, collateral materials | Staff | Use logo to brand new storefront and collateral materials |

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| 21 | Downtown Promotion | | | Paid media campaign | Staff | Continue advertising with community partner KXCI, develop campaigns with Cox Cable and KOLD |
| 22 | Downtown Promotion | | | Earned media campaign | Staff | Continue to leverage relationships with media outlets to encourage a positive and comprehensive portrayal of Downtown in the media |
| 23 | Downtown Promotion | | | Viral advertising | Staff & outside consultants | Create new video conveying excitement of Downtown & use social media & community partners to create viral campaign; leverage viral potential with online advertising |