

**CONTRACT FOR CITY SERVICES AND PROGRAMS FOR
THE DOWNTOWN WINSTON-SALEM BUSINESS IMPROVEMENT
DISTRICT – FY-2022**

By and Between

THE CITY OF WINSTON-SALEM

and

DOWNTOWN WINSTON-SALEM PARTNERSHIP, INC.

This Contract (the "Contract") is dated, made, and entered into as of the 1st day of July, 2021, between the CITY OF WINSTON-SALEM ("City") and DOWNTOWN WINSTON-SALEM PARTNERSHIP, INC. ("DWSP") a 501(c) (6) non-profit corporation organized and existing under the laws of North Carolina, having its principal place of business at 305 W. Fourth Street, Suite 2-E, Winston-Salem, NC 27101.

WITNESSETH:

WHEREAS, the North Carolina General Assembly enacted "The Municipal Service District Act of 1973," (the "Act") pursuant to Article V, Sec. 2(4) of the Constitution of North Carolina; and,

WHEREAS, the Winston-Salem City Council established a Municipal Service District pursuant to the Act on November 25, 2013 by adoption and approval of a Resolution titled "Resolution of the City of Winston-Salem, North Carolina Defining and Establishing A Municipal Service District in Downtown Winston-Salem" (the "BID Resolution"); and,

WHEREAS, the BID Resolution established a Municipal Service District (also referred to as a Business Improvement District ("BID")) located within Downtown Winston-Salem specifically identified in the maps titled "Downtown Improvement District" and prepared by Planning Division of the Planning and Development Services Department, a joint City-County agency dated July 29, 2013 and maintained by the Office of the City Clerk of Winston-Salem; and,

WHEREAS, under the authority of G.S. § 160A-536 (d), the City desires to enter into this Contract with DWSP to provide enhanced services and programs within the BID.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions hereinafter contained, and other good and valuable consideration, the Parties agree as follows:

1.0 PURPOSE AND ENGAGEMENT

Pursuant to the BID Resolution the City finds a need for specialized services and programs within the BID, which comprises the downtown area and has experienced a marked increase in pedestrian intensity and activity due to various economic development efforts. Multiple public and private amenities would benefit from the specialized services and programs within the BID, which amenities include, but are not limited to, the numerous businesses and restaurants throughout the BID. The BID will receive an increase in street-level, appearance-related services, such as frequent sidewalk cleaning, and pressure-washing; street level hospitality services to direct people to key downtown sites and services while acting as safety eyes-and-ears within the BID District; increased directed marketing and promotion of downtown attractions within the BID; concentrated special event services; and concentrated economic development programs that build upon the momentum of existing development and leads to job creation, tax base growth, and more downtown activity.

2.0 DEFINED TERMS

2.1 “BID” is the geographic area of the Municipal Service District (BID) located within the Downtown Winston-Salem, specifically identified in the maps titled “Downtown Improvement District” and prepared by Planning Division of the Planning and Development Services Department, a joint City-County agency dated July 29, 2013 and maintained by the Office of the City Clerk of Winston-Salem.

2.2 “BID Resolution” is a Resolution entitled “Resolution of the City of Winston-Salem, North Carolina Defining and Establishing A Municipal Service District in Downtown Winston-Salem” adopted and approved by the Winston-Salem City Council on November 25, 2013.

2.3 “BID Services” are all the services and programs that DWSP is required to perform pursuant to this Contract within the BID, which services and programs are both those enhanced or additional city services and programs set forth in Exhibit A, titled “BID Services.”

2.4 “BID Services Budget” refers to the contracted budget amount allocated to DWSP to perform the BID Services in accordance with this Contract pursuant to Section 6.0 below.

2.5 “Citizen Service Request” is a request to DWSP from a citizen, whether directly or through the City to perform service within the BID as set forth in Exhibit A.

2.6 “City BID Funds” refers to all funds received by DWSP under this Contract to perform the BID Services.

2.7 “Downtown Winston-Salem Business Improvement District Advisory Committee” (“DWSBID Advisory Committee”) shall be the Committee established by the Winston-Salem City Council to provide oversight for the Downtown BID.

2.8. “Effective Date” refers to the date upon which the BID becomes effective after City Council adopts and approves the additional tax rate on property within the BID. The Effective Date shall also

be the trigger date for the duties and obligations of the Parties under this Contract. The Effective Date shall be July 1, 2021.

2.9 “Generally Accepted Accounting Principles” or “GAAP” “Generally Accepted Accounting Principles” or “GAAP” shall mean those conventions, rules, procedures, and practices, consistently applied, affecting all aspects of recording and limited or defined in this Contract shall be construed and applied according to Generally Accepted Accounting Principles.

2.10 “Implementing City Liaisons” shall be the DWSBID Advisory Committee, in conjunction with the City’s Strategic Initiatives Administrator, primarily responsible for the administration and oversight of this Contract.

2.11 “Including” The word “including” and any variants thereof, whether capitalized or not, shall mean “including, but not limited to” or otherwise imply that it is without limitation.

2.12 “Independent Accountant” is a firm of independent certified public accountants, or an independent certified public accountant, chosen by DWSP and subject to the approval of City which shall not be unreasonably withheld, delayed or conditioned.

2.13 “Legal Requirements” are all material laws, statutes, ordinances, rules, regulations, permits, licenses, and requirements of all governments or regulatory authorities, that now or hereafter may be applicable to the BID.

2.14 “Parties” mean the parties to this Contract.

2.15 “Service Standards” are the performance standards of services and programs to be provided by DWSP under this Contract, which service standards, referenced in Exhibit C, shall be conducted in a manner (i) consistent with the requirements and limitations set forth in this Contract; (ii) consistent with current prudent public services and management practices to promote general public safety and welfare; (iii) consistent with keeping the BID in a clean, sanitary and attractive condition, and (iv) performed in compliance with Legal Requirements.

2.16 “Subcontractor” means a subcontractor that DWSP engages as a subcontractor for the performance of certain of the BID Services.

2.17 “Subcontract” means the contract that DWSP executes with a Subcontractor for the performance of certain of the BID Services.

3.0 TERM OF AGREEMENT AND RENEWALS.

The term of this Contract shall be 5 years (“Term”) according to the City’s fiscal calendar, beginning on July 1, 2021 through June 30, 2026, provided the City Council approves the appropriate funding annually for the BID Services covered under this contract. The Contract shall remain in effect during the term unless (a) either party provides the other with at least a 120 days prior written notice of its intention not to renew or (b) the Contract is otherwise terminated as provided herein.

4.0 SCOPE OF CONTRACT SERVICES TO BE PERFORMED.

The BID Services are listed and described in Exhibit A, titled "Scope of BID Services." DWSP affirmatively represents that it shall provide the BID Services set forth in Exhibit A during the subject fiscal year. By the end of the subject fiscal year, and before entering into any amendment for a following fiscal year, DWSP shall use the City BID Funds paid to it by the City pursuant to this Contract exclusively in the category of the BID Services set forth in Exhibit A, except as otherwise provided herein. Pursuant to Section 7.0, DWSP shall provide an accounting to the City through the DWSBID Advisory Committee of all unused City BID Funds within the BID Services categories prior to the 30th day after the end of the Term. During the term of this Contract (including any and all renewals of the Term), any unused City BID Funds shall be placed in an escrow account designated and maintained by the City for BID purposes. DWSP shall work cooperatively with the DWSBID Advisory Committee which has contract oversight authority.

4.1 Contract Oversight by DWSBID Advisory Committee.

In addition to the DWSBID Advisory Committee responsibilities set forth in various sections of this Contract, the DWSBID Advisory Committee shall have Contract oversight responsibilities which include the following:

1. Receiving and reviewing all executed contracts for compliance with the City's Minority and Women's Business Enterprise Policies and other purchasing policies;
2. Monitoring the DWSP's compliance with this Contract;
3. Receiving reports required of DWSP; and
4. Receiving and investigating complaints against the DWSP, as may be directed by the City.

5.0 CONDUCT OF DWSP

DWSP shall at all times perform the BID Services consistent with the Service Standards defined by this Contract. DWSP will undertake commercially reasonable efforts to commence provision of the BID Services set forth herein as soon as possible after the Effective Date subject to the City's payment of the initial invoice as described in Section 6.1 and subject to the understanding that the BID Services will not be fully implemented immediately after the Effective Date.

5.1 Citizen Service Request Reporting. The City shall provide DWSP with prompt written notice of all Citizen Service Requests received by the City through City Link or other City Departments. DWSP shall maintain records of: (a) the description of each Citizen Service Request, as provided by the City, (b) the date and time when DWSP was notified by the City of the Citizen Service Request, (c) the date, time and description of resolution (if any) of the Citizen Service Request, and (d) the date and time that the City was notified of the resolution (if any) of the Citizen Service Request. If requested in writing by the City for a particular Citizen Service Request, DWSP shall maintain and record additional details of the Citizen Service Request. DWSP shall submit records kept by DWSP pursuant to Section 5.1 with its quarterly report of program activities required under Section 7.0 below and in a format similar to the example in Exhibit D. DWSP shall use

commercially reasonable efforts to resolve each Citizen Service Request within 10 business days of receiving written notice of the request from the City.

5.2 Security. DWSP is not authorized to perform any security or law enforcement activities under this Contract. However, it is agreed that while performing the BID Services, DWSP's employees or subcontractor's employees may observe suspicious or unsafe activities by others. DWSP shall coordinate with the City regarding appropriate protocol in addressing observed unsafe or potentially criminal activities within the BID. If required by the City, DWSP shall promptly report to the Winston-Salem Police Department any incidents involving what may appear to be suspicious, unsafe, or criminal activities. DWSP shall make a report of all such activities that are reported to the Winston-Salem Police Department and include a summary of all such reports in DWSP'S quarterly reporting of program activities and accomplishments pursuant to Section 7.0. DWSP shall maintain a copy of each report and deliver the same to the City, upon request. This report shall be delivered to the Chairman of the DWSBID Advisory Committee and City Manager's Office.

5.3 Private Property. DWSP is prohibited from performing any BID Services for the exclusive benefit of private properties or private entities. DWSP may perform services on private property within the BID where such services enhance the overall appearance of the BID area and provide a public benefit including but not limited to the removal of graffiti. DWSP must abide by all Legal Requirements in performing any BID Services on or near private property.

6.0 PAYMENT AND USE OF CITY BID FUNDS

The City shall make payments to DWSP as provided herein for each category of BID Services for the fiscal year according to the budget categories identified in Exhibit B, titled "BID Services Budget for FY-2022." The annual fiscal payment to DWSP for the BID Services is as follows:

<u>CATEGORY OF SERVICE</u>	<u>ESTIMATED ANNUAL BUDGET</u>
BID Services Budget	\$596,470**

** Amount based on the proposed budget with a tax rate of 9 cents for FY 2021-2022 and preliminary reports from the Forsyth County Tax Collector.

6.1 Estimated BID Services Budget. DWSP acknowledges that the "BID Services Budget" is based upon the City BID Funds available pursuant to the City Council proposed budget with a tax rate of 9 cents for FY 2021-2022 and preliminary reports from the Forsyth County Tax Collector. Such BID Tax rate will determine the BID tax revenues collected from the additional taxes levied on property within the BID pursuant to the BID Resolution. In other words, the BID tax revenues cannot be reliably estimated, until after the Effective Date. Each year's budget will be based upon the recommendation of the DWSBID Advisory Committee and final approval of the City Council. The City Council approved budget ordinance shall be considered a self-executing amendment to the contract.

6.2 Amendment to BID Services Contract. To the extent permitted by law, the Parties agree to amend the Contract to address any substantive shortfall in the BID Services Budget, which amendment shall incorporate a commensurate reduction in BID Services. Notwithstanding the foregoing, DWSP acknowledges and agrees that any shortfall in the estimated BID Services Budget of 1% or less shall not be considered substantive and shall not require any Contract amendment provided, however, that DWSP shall be authorized to make a commensurate reduction of the BID services. The DWSBID Advisory Committee shall be notified of said reduction, which reduction will be treated as self-executing amendment to the BID Contract. If the City receives BID tax revenues in excess of the BID tax revenues originally assumed by DWSP in determining the expected BID Services Budget during the Term of this Contract (including any and all renewals of the Term), the City shall place such excess tax revenues in an escrow account designated and maintained by the city for BID purposes. As authorized by the City Council, the City Manager together with DWSP shall have the authority to make any amendments to this Contract as a result of a substantive shortfall in the BID Services Budget (as described above), or if the City decides to augment the BID Services provided by DWSP as a result of BID tax revenues received in excess of BID tax revenues originally assumed in determining the expected BID Services Budget. The City will keep DWSP informed of BID tax revenues actually collected and if it appears that BID tax revenues collected during the Term will result in an overage, the City will consult with DWSP to determine the impact of such overage on the Contract, if any.

6.3 Form of Invoices. Except for the initial invoice (described below), DWSP shall send invoices to the City's Strategic Initiatives Administrator on a quarterly basis equal to one-fourth (1/4) of the BID Services Budget. In order for DWSP to receive advance payments from the City for the BID Services to be rendered, the City must receive the appropriate invoice at least 20 days prior to commencement of the BID Services for the specified time period. The initial invoice shall be delivered to the City immediately after the Effective Date and in an amount equal to 3 months payment (i.e., 1/4 of the BID Services Budget). Each subsequent invoice shall be delivered quarterly to the City at least 20 days in advance of the quarter for which services are to be provided.

6.4 Payment of Undisputed Amounts. The City shall make payment on the invoices from DWSP within 20 days from receipt of the invoice provided there are no unresolved questions regarding the invoice. If there are unresolved questions regarding the invoice, the Strategic Initiatives Administrator and DWSP shall work cooperatively to resolve said questions so payment of the invoice can be made as soon as possible. The City shall not be obligated to pay DWSP any payments, fees, expenses, or compensation other than those authorized by this section. Such payment schedule may be amended by written consent of the City and DWSP. The City Manager shall have authority to give that consent on behalf of the City. The City, in its sole and absolute discretion, and without affecting its other rights and remedies, may delay or cancel any or all of those payments for failure by DWSP to comply with any material provision of this Contract, including deadlines for submitting any accounting, audit, statement, information, record, documentation, or report provided that the City has provided DWSP with 30 days written notice of such failure and DWSP has not remedied such failure to the satisfaction of the City within such 30 day period. The City Manager and the DWSBID Advisory Committee shall have the authority to decide whether DWSP has complied with this Contract, including the attachments. Unless the City otherwise specifies, if the withholding is designated to be a delay of payment instead of a cancellation of payment, the payment so delayed shall be made when DWSP has submitted the missing items, provided that such items are received by the City's Strategic Initiatives Administrator within 45 days after the date that they were due. If any

of said missing items are not received by the City before the expiration of the additional 45-day period, then the amounts so withheld shall not be paid to DWSP unless the missing items are later received by the City before expiration of the current fiscal year. If the City does not delay or cancel in one instance, the City shall still have the right to delay or cancel after any other instance of failure by DWSP.

6.5 Repayment of Funds. DWSP shall repay to the City the full amount of any City BID Funds lost, misapplied, unaccounted for, not used (as provided in Sections 4.0 and 7.0), or inadequately accounted for in violation of this Contract.

7.0 REPORTING REQUIREMENTS

7.1 General Accounting. DWSP, at DWSP's sole expense, shall account for all City BID Funds received from the City under this Contract and all expenditures made from City BID Funds according to each category of BID Services detailed in Exhibit A. DWSP shall submit a detailed quarterly report of program activities and accomplishments associated with the expenditure of City BID Funds to the Strategic Initiatives Administrator for review by the DWSBID Advisory Committee. That report shall be submitted within 15 days after each quarter of the fiscal year in accordance to the reasonable requirements of the City Manager and the DWSBID Advisory Committee and shall include a detailed description of the services performed in accordance with the service categories referenced in Exhibit A. If necessary, the City Manager and/or the DWSBID Advisory Committee may require additional detailed information (in addition to the required report), including but not limited to accounts, records, budget-to-actual statements, and other supporting documentation. As part of the final quarterly report for the subject fiscal year, DWSP shall include an annual summary of the same information required as part of each quarterly report. DWSP shall provide an accounting to the City through the DWSBID Advisory Committee of all unused City BID Funds within the BID Services categories prior to the 30th day after the end of the Term (including any and all renewals of the Term.)

7.2 Annual Audit Report. Annually, DWSP, at DWSP's sole expense, shall obtain an audit of its financial statements. The audit shall be performed by an Independent Accountant. This audit shall be conducted in accordance with Generally Accepted Accounting Principles standards, and the financial statements shall be prepared in conformity with generally accepted accounting principles. DWSP shall provide the City's Chief Finance Officer with a copy of the audit report within four months after the close of the City's fiscal year. If necessary, DWSP may request from the City a 30 day extension of time by which to submit the annual audit report, which request the City shall grant unless the basis for the request is unreasonable. If the independent annual audit shows a difference in the accounting of City BID Funds from the final quarterly report required under sub-section 7.1 above, the Parties agree to make the appropriate payment adjustment in accordance with the Contract consistent with the findings of the independent Audit.

7.3 Annual Report. DWSP shall submit a detailed annual report of program activities and accomplishments associated with the expenditure of City BID Funds to the Strategic Initiatives Administrator for review by the DWSBID Advisory Committee. Such annual report shall be produced at DWSP's expense, provided, however, that the first \$5,000 of the costs and expenses of producing the report may be paid out of City BID Funds. That report shall be submitted within 60

days after the end of the previous fiscal year in accordance to the reasonable requirements of the City Manager and the DWSBID Advisory Committee and shall include a detailed description of the services performed in accordance with the service categories referenced in Exhibit A, a detailed description of the performance standards referenced in Exhibit C, and a detailed description of customer service requests referenced in Exhibit D. DWSP shall also report annually to the city, by presentation to the City Council of the City of Winston-Salem at a council meeting and in written report, regarding the needs of the service district, completed projects, and pending projects. Prior to the annual report, the DWSP shall seek input of the property owners and residents of the service district regarding needs for the upcoming year.

7.4 Vendor Information. Each accounting and annual audit report shall include the name, location, purpose and amount paid to any person or person with whom DWSP contracted to perform or complete any purpose for which the BID Funds were used for the BID.

8.0 DWSP REPRESENTATIONS AND WARRANTIES.

8.1 DWSP Warrantees and Representations. During the term of this Contract, DWSP warrants, represents and covenants that all information provided or submitted to the City and the DWSBID Advisory Committee regarding the proposed use of all the City BID Funds being granted by the City to DWSP pursuant to this Contract for described programs shall be accurate and true. DWSP represents that it is an organization described by Section 501(c)(6) of the Internal Revenue Code and that it has provided the City with a valid, un-revoked letter from the Internal Revenue Service that it is such an organization.

8.2 No Liens or Encumbrances. The execution, delivery and performance of this Contract by DWSP does not and will not, with or without the giving of notice or the lapse of time, or both, (a) result in any violation of its constitutional documents; (b) result in a breach of, or conflict with, any of the terms or provisions of, or constitute a default under, or result in the modification or termination of, or result in the creation or imposition of any encumbrance upon any of its properties or assets pursuant to any indenture, mortgage, note, contract, commitment or other contract or instrument to which it is a party; or (c) violate any existing applicable law, rule, regulation, judgment, order or decree of any governmental agency or court, domestic or foreign, having jurisdiction over it or its assets.

9.0 CITY LOGOS AND BRANDING.

9.1 Use of City Logo or Brand. DWSP shall include the City of Winston-Salem's name and/or logo in all material advertisements with respect to BID Services provided, which communications are produced during the Term. The style of presentation (text and/or logo, font size, etc.) shall be determined by DWSP in consultation with the City's Marketing and Communications Director.

10.0 EXHIBITS

The following Exhibits are made a part of this Contract:

Exhibit A - "Scope of BID Services" containing 3 pages;
Exhibit B -- "BID Services Budget for FY-2022" containing 1 page;
Exhibit C --- "Performance Standards" containing 3 pages; and,
Exhibit D ---- "Citizen Service Request Reporting" containing 1 page

In case of conflict between an exhibit and the text of this Contract excluding the exhibit, the text of this Contract shall control.

11.0 TERMINATION PROVISIONS.

11.1 Termination for Convenience ("TFC") by City (a) Procedure. Without limiting any party's right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this Contract for convenience by giving DWSP at least a 120-day advance written notice that refers to this section ("TFC Notice"). TFC Notice shall be effective at the time indicated in the notice but at least 120-days from the date of the receipt of the TFC Notice. (b) Obligations. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions shall remain in force. At the time of TFC Notice or as soon afterwards as is practical, DWSP shall provide a final accounting and verification of all direct contractual costs and charges to be incurred by DWSP as a result of TFC, including any Subcontractor termination costs and charges. (c) Payment. Within 20 days after the TFC Notice date, the City shall pay DWSP one hundred dollars as a TFC fee; provided, however, the City shall not be required to pay a TFC fee in the event of non-renewal of this Contract as described in Section 3. Within 20 days after the TFC effective date, the City shall pay DWSP for all BID Services performed except to the extent previously paid for. If the BID Services were to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that BID Service. DWSP shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

11.2 Termination for Convenience by DWSP. (a) Procedure. Without limiting any party's right to terminate for breach, the parties agree that DWSP may, without cause, and in its discretion, terminate this Contract for convenience by giving the City at least a 120-day advance written notice that refers to this section ("TFC Notice"). TFC Notice shall be effective at the time indicated in the notice but at least 120-days from the date of the receipt of the TFC Notice. (b) Obligations. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions shall remain in force. At the time of TFC Notice or as soon afterwards as is practical, DWSP shall provide a final accounting and verification of all direct contractual costs and charges to be incurred by DWSP as a result of TFC, excluding any costs, expenses or charges that may be incurred beyond the effective date of the TFC (e.g., the City shall not pay DWSP for any costs, expenses or charges related to equipment amortization obligations to subcontractor(s) beyond the effective date of TFC). (c) Payment. Within 20 days after the TFC Notice date, DWSP shall pay the City one hundred dollars as a TFC fee.

Within 20 days after the TFC effective date, the City shall pay DWSP for all BID Services performed except to the extent previously paid for. BID Services shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the BID Services been completed except to the extent it would be inequitable to either party. If the BID Services were to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that BID Service. Payment will only be made for that percentage of BID Services completed by DWSP. DWSP shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

12.0 INSURANCE REQUIREMENTS FOR DWSP

DWSP shall maintain insurance not less than the following:

- Premises/operations
- Products/completed operations (two years minimum, from project completion)
- Broad form property damage
- Contractual liability
- Independent contractors, if any are used in the performance of this Contract, must name City of Winston-Salem as an additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement)
- Combined single limit not less than \$1,000,000 per occurrence, with an annual aggregate on not less than \$2,000,000.

Commercial Auto Liability, covering:

- Symbol 1, all vehicles
- Combined single limit of \$1,000,000
- City of Winston-Salem must be named additional insured

Workers' Compensation Insurance, covering:

- Statutory benefits;
- Covering employees; covering owners partners, officers, and relatives (who work on this Contract) (this must be stated on the certificate)
- Employers' liability, \$1,000,000
- Waiver of subrogation in favor of the City of Winston-Salem

Insurance shall be provided by:

- Companies authorized to do business in the State of North Carolina
- Companies with Best rating of A-, VII or better.

Insurance shall be evidenced by a certificate:

- Providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
- Certificates shall be addressed to:

City of Winston-Salem, North Carolina
Risk Management
Attention: Risk Manager
City Hall, Suite 205,
101 N. Main Street,
Winston-Salem, N.C. 27101

13.0 INDEMNIFICATION

13.1 Indemnification.

(a) The DWSP hereby releases and forever discharges the City Indemnitees from any and all claims, demands, expenses, costs and liabilities of any kind or nature directly or indirectly related to any personal injury and/or property damage arising out of the DWSP's performance of the BID Services provided for herein, except those claims that result from the intentional, negligent or reckless acts or omissions of the City Indemnitees. To the maximum extent permitted by law, DWSP shall indemnify, defend, and hold harmless the City Indemnitees from and against any and all claims, demands, expenses, costs and liabilities of any kind or nature to the extent proximately caused by the intentional, negligent or reckless acts or omissions of DWSP, its agents, officers or employees in the performance of the BID Services provided for herein. In performing the duties under this subsection 13.1, DWSP shall at its sole expense defend the City Indemnitees with legal counsel reasonably acceptable to the City.

(b) To the maximum extent permitted by law, the City shall indemnify, defend, and hold harmless the DWSP Indemnitees from and against any and all claims, demands, expenses, costs and liabilities of any kind or nature to the extent proximately caused by the intentional, negligent or reckless acts or omissions of the City, its agents, officers or employees. In performing the duties under this subsection 13.1, the City shall at its sole expense defend the DWSP Indemnitees with legal counsel reasonably acceptable to DWSP.

13.2 Definitions. As used in subsections "13.1" above and "13.3" below

(a) "Charges" means claims, causes of action, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this Contract).

(b) "City Indemnitees" means City and its officers, officials, DWSBID Advisory Committee members, independent contractors, agents, and employees, excluding the DWSP.

(c) "DWSP Indemnitees" means DWSP and its officers, officials, independent contractors, agents and employees.

13.3 Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this Contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this Contract.

13.4 Survival. This Section shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise) and termination of the services of DWSP under this Contract for a period of three years from the date of termination or expiration of this Contract.

13.5 Limitations of the DWSP's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "13.1" above shall not require the DWSP to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

13.6 Notice and Cooperation. DWSP shall notify promptly the City's Risk Management Division of any claim or complaint that may arise from DWSP's obligations under this Contract. DWSP agrees to provide full and complete cooperation in addressing notices of potential claims or complaints against DWSP or the Indemnitees.

14.0 RELATIONSHIP OF THE PARTIES

It is the express intention of the Parties hereto that DWSP and its subcontractors are and shall be deemed independent contractors under this Contract and that no partnership shall exist between the City and DWSP (including its subcontractors). DWSP shall have full discretion in determining the method for performing its duties and obligations under this Contract and shall be fully responsible for payment of any income taxes, Social Security taxes, unemployment compensations taxes, workers' compensation insurance premiums and other taxes with respect to itself, its employees and its subcontractors. This Contract does not constitute DWSP as the agent, legal representative or employee of the City for any purpose whatsoever.

15.0 MISCELLANEOUS PROVISIONS

15.1 Compliance with State and Federal Laws. With regard to the BID Services provided pursuant to this Contract, DWSP agrees to comply with applicable Local, State, and Federal laws including but not limited to ordinances, laws, rules and regulations regarding wages and immigration.

15.2 Equal Opportunity/Equity Assurance. The provisions of this section are intended to conform to the requirements of City of Winston-Salem Minority and Women Business Program Goals. Notwithstanding anything herein to the contrary, all of the provisions of this Section 15.2 shall only apply to DWSP's performance of the BID Services pursuant to this Contract and its use of City BID Funds.

15.2.1 General Requirements.

(a) DWSP shall meet with the City's Minority and Women Business Enterprise Coordinator annually to discuss potential contracting opportunities for goods and services for minority and women owned business enterprises ("M/WBE").

(b) The DWSP shall establish and comply with the same M/WBE goals established by the City of Winston-Salem.

(c) In all solicitations for which goal(s) are established, DWSP will not enter into contracts for goods or services without first soliciting bids from M/WBEs and requiring bidders to submit a Participation Plan to meet the goal(s). Bidders must state their M/WBE participation in a manner similar to that required by bidders on contracts to be awarded by the City. If a bidder fails to achieve the goal(s), the bidder must submit documentation to DWSP of its good faith efforts to achieve the goal(s) within two working days after bid opening. DWSP shall take all reasonable actions needed to see that bidders comply with this subsection. DWSP shall make bids and documentation of good faith efforts available to the City's Minority and Women Business Enterprise Coordinator and the DWSBID Advisory Committee.

(d) DWSP will notify the City's Minority and Women Business Enterprise Coordinator of upcoming contracting opportunities to ascertain the availability of M/WBEs that might be capable of supplying the pertinent goods or services. Each such notice shall be given in a manner and schedule so that the M/WBEs will have a reasonable amount of time to respond.

(e) The Participation Plan submitted by DWSP in accordance with that Contract is binding on DWSP.

(f) If the Minority and Women Business Enterprise Coordinator determines that DWSP failed to comply with the provisions of this Contract, the Minority and Women Business Enterprise Coordinator shall notify DWSP in writing of the deficiencies. Unless there are extenuating circumstances that warrant a shorter notice, DWSP shall have 14 days from the receipt of said notice to cure the deficiencies or establish that there are no deficiencies. Should DWSP disagree with the noted deficiencies, DWSP shall file a written notice of appeal with the City Manager within 10 days of DWSP's receipt of the notice from the Minority and Women Business Enterprise Coordinator. The City Manager shall immediately schedule a meeting with DWSP and the Minority and Women Business Enterprise Coordinator to discuss the deficiencies. Following said meeting, the City Manager shall notify in writing the Minority and Women Business Enterprise Coordinator and DWSP of his ruling regarding said deficiencies. DWSP shall be entitled to appeal the City Manager's written ruling to the City Council, whose determination shall be final and binding. DWSP shall give notice of its intent to seek an appeal to the City Council within five (5) business days of receipt of the City Manager's written ruling. Unless DWSP gives notice of intent to appeal, DWSP shall immediately proceed to cure the deficiencies as outlined in the City Manager's written ruling and complete the same within ten (10) days from receipt of the City Manager's written ruling. If DWSP exercises its right to appeal to the City Council,

DWSP shall immediately proceed to cure any deficiencies outlined in the City Council's written ruling and complete the same within ten (10) days from receipt of the City Council's written ruling.

15.3 Non-Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

15.4 Severability. Any provision of this Contract that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions of this Contract.

15.5 Notices. All notices and other communications required or permitted by this contract, unless otherwise provided for in this Contract, shall be in writing and shall be given either by personal delivery, fax, nationally recognized delivery for next day delivery, or certified United States mail, return receipt requested, addressed as follows:

To the City:

City Manager
City of Winston-Salem
101 N. Main Street
Winston-Salem, NC 27101
Fax (336) 747-7380

With a copy to:
Strategic Initiatives Administrator
City of Winston-Salem
101 N. Main Street
Winston-Salem, NC 27101
Fax (336) 734-1224

To the DWSP:

Downtown Winston-Salem Partnership
305 W. Fourth Street
Suite 2-E
Winston-Salem, NC 27101
Fax (336) 722-0746

15.6 Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this Contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs. If the notice or other communication is sent by nationally recognized delivery

service for next day delivery, it shall be deemed given upon the next business day following the day on which such notice or other communication is deposited with the courier.

15.7 Performance of Government Functions. Nothing contained in this Contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

15.8 Compliance with Law. In performing all of their respective obligations under this Contract, DWSP and the City shall comply with all Legal Requirements.

15.9 City Policy. The City urges all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under City contracts.

15.10 EEO Provisions/Nondiscrimination Ordinance. With regard to the BID Services provided pursuant to this Contract, DWSP agrees as follows:

15.10.1 Nondiscrimination Ordinance. As a condition of entering into this contract, DWSP represents and warrants that it will fully comply with the City's Non-Discrimination Policy, as set forth in Chapter 2, Section 2-8 Entitled "Policy of Nondiscrimination" of the Winston-Salem City Code. As part of such compliance, DWSP shall not discriminate on the basis of race, ethnicity, color, creed, religion, sex, sexual orientation, gender identity, gender expression, pregnancy, veteran status, disability, age, marital status, familial status, protected hairstyle, political affiliation or national origin in the screening of applicants, the hiring and treatment of its employees, the provision of the goods and/or services set forth herein, or the solicitation, selection, hiring, or treatment of its subcontractors, vendors or suppliers, (hereinafter collectively "subcontractors"), if any, in connection with this contract or the contract solicitation process, if applicable, nor shall DWSP retaliate against any person or entity for reporting instances of such discrimination. DWSP shall enact employment policies consistent with this obligation to refrain from such discrimination and shall provide evidence of such to the City within 90 calendar days of the first receipt of City funds. DWSP shall provide equal opportunity for subcontractors to participate in all of its subcontracting and supply opportunities, if any, under this contract, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. DWSP understands and agrees that a violation of this clause shall be considered a material breach of this contract and may result in termination of this contract, disqualification of DWSP from participating in future City contracts pursuant to Winston-Salem City Code Section 2-3 or other sanctions. Furthermore, as a condition of entering into this contract, DWSP agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the screening of applicants, the hiring and treatment of its employees particularly if City funds were used in connection with hiring and compensation process, and the solicitation, selection, treatment and payment of subcontractors, if any, in connection with this Agreement; and (b) if requested, provide to the City within sixty days after the request a

truthful and complete list of the names of all subcontractors that DWSP has used under this contract, including the total dollar amount paid by DWSP on each subcontract or supply contract. DWSP further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination Policy, to provide any documents, relevant to such investigation, that are requested by the City. DWSP agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by DWSP to subcontractors and suppliers in connection with this contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time. Nothing in this contract shall negate or diminish the requirements of the City's MWBE program. Nothing in this contract shall infringe upon any rights afforded to DWSP by state or federal law.

15.10.2 DWSP shall in all solicitations or advertisements for employees placed by or on behalf of DWSP, state that all qualified applicants will receive consideration for employment without regard to race, ethnicity, color, creed, religion, sex, sexual orientation, gender identity, gender expression, pregnancy, veteran status, disability, age, marital status, familial status, protected hairstyle, political affiliation or national origin.

15.10.3 DWSP shall send a copy of the EEO provisions required by Section 15.10.1 herein to each contractor/subcontractor hired by DWSP.

15.10.4 In the event of DWSP's noncompliance with these EEO provisions, which DWSP fails to cure within 30 days after the City gives DWSP written notice of such noncompliance, the City may cancel or terminate this Contract, in whole or in part, and the City may declare the DWSP ineligible for further City contracts, provided however that DWSP shall be entitled to appeal such determination to the City Council.

15.10.5 Unless exempted by the City Council of the City of Winston-Salem, DWSP shall include these EEO provisions required by Section 15.10.1 herein in every purchase order for goods to be used in performing this Contract and in every subcontract related to this Contract so that these EEO provisions will be binding upon such subcontractors and vendors.

15.10.6 Notwithstanding anything herein to the contrary, the provisions of this Section 15.10 shall only apply to DWSP's performance of the BID Services and its use of City BID Funds.

15.11 No Third Party Rights Created. This Contract is intended for the benefit of the City and DWSP and not any other person.

15.12 Modifications; Entire Contract. A modification of this Contract is not valid unless signed by both parties and in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or assistant City Manager signs it for the City following approval of the change by the City Council of the City of Winston-Salem. This Contract contains the entire Contract between the parties pertaining to the subject matter of this Contract. With respect to that subject matter, there are no promises, contracts, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Contract.

15.13 Assignment; Successors and Assigns. Without the City's written consent, DWSP shall not assign this Contract or any of its rights (including the right to payment) or duties that arise out of this Contract; provided, however, DWSP may subcontract for the provision of BID Services. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contract and all assignees shall be subject to all of the City's defenses and shall be liable for all of DWSP's duties that arise out of this Contract and all of the City's claims that arise out of this Contract. Without granting DWSP the right to assign, it is agreed that the duties of DWSP that arise out of this Contract shall be binding upon it and its successors, and assigns.

15.14 City's Manager's Authority. To the extent, if any, the City has the power to terminate or amend this Contract or DWSP's services under this Contract, that power may be exercised by the City Manager without City Council action. However, should said action occur, the City Manager shall immediately notify the City Council of such termination or amendment. Furthermore, DWSP shall be entitled to appeal the City Manager's decision to terminate or amend this contract to the City Council. DWSP shall give notice of its intent to seek an appeal to the City Council within ten (10) business days of the City Manager's written notification to DWSP of the termination or amendment of this Contract. The filing of a notice of intent to seek an appeal by DWSP shall not stay any notice of termination issued to the provisions herein.

15.15 Principles of Interpretation. In this Contract, unless the context requires otherwise: The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and Contracts shall be deemed to include all amendments to them. The word "shall" is mandatory.

15.16 North Carolina Right to Work. The parties hereto agree and understand that the law in effect as of the date of this Contract provides that North Carolina is a right to work state and that the City is prohibited from collective bargaining. The parties agree that changes in those laws shall not affect the obligations of the parties to comply with this Contract.

15.17 Arm's Length Transaction. The Parties agree that this Contract is the result of arm's length negotiations, and that any ambiguity or uncertainty herein, if any, shall not be interpreted against either party.

15.18 Choice of Laws. The validity and construction of this Contract shall be determined in all respects in accordance with the laws of the State of North Carolina.

15.19 Suspension and Debarment. DWSP hereby certifies that neither it, nor its agents or subcontractors: (a) are presently debarred, suspended, proposed for suspension or debarment from contracting by any Federal or State Department or Agency, or (b) have been declared ineligible or voluntarily excluded from contracting by or with any Federal or State Department or Agency. Any contract entered into with a contractor or subcontractor that has been debarred or suspended, declared ineligible or voluntarily excluded from contracting with or by any Federal or State Department or Agency may be terminated at the sole discretion of the City.

15.20 E-Verify. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a subcontractor, the Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

15.21. Iran Divestment Act. Provider hereby certifies that it is not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS §147-86.58, nor will Provider utilize on this agreement any subcontractor on such list.

15.22 Ethics Policy. The Contractor hereby acknowledges that he has reviewed and agrees to abide by the City's Ethics Policy located on the City's website – www.cityofws.org – and whose specific address is: <http://wshome.cityofws.org/Portals/1/pdf/HR/Ethics%20Policy%20Revised%20May%2019%202014-Whistleblower%20revision.pdf> (right click on the link).

15.23 Divestment from Companies that Boycott Israel. Subgrantee hereby certifies that it is not on the North Carolina State Treasurer's list of companies engaged in a boycott of Israel in violation of NCGS 147-86.80 et. seq. and that it will not utilize on this agreement any subcontractor on said list.

15.24. Public Records and Confidential Information. All non-confidential information and documents provided by the DWSP to the City shall be treated as a public record under N.C.G.S. 132-1 et. seq. All information or documents provided by the DWSP to the City and marked as "confidential" or with a similar designation under N.C.G.S. 132-1.2 will be treated by the City as confidential and will not be disclosed to any person without the prior written consent of the DWSP, if it meets the criteria outlined in N.C.G.S. 132-1.2 (1)(a through d). However, the DWSP hereby agrees that said confidential information can be reviewed internally by city staff and any appropriate city committee involved in the process of awarding city contracts. To the extent permitted by law, the DWSP agrees to indemnify and hold harmless the City, its officers, employees, elected officials and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the DWSP has designated as confidential pursuant to N.C.G.S. 132-1.2.

IN WITNESS WHEREOF, the City and DWSP have caused this Contract to be executed under seal themselves or by their respective duly authorized agents or officers.

[SIGNATURES TO APPEAR ON FOLLOWING PAGES]

DOWNTOWN WINSTON-SALEM PARTNERSHIP, INC.

[Signature] (SEAL)
Signature
Michael R. Cashin
Print Name
Chair
Title



ATTEST:

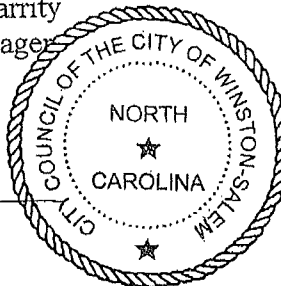
[Signature]
Signature
JASON THIEL
Print Name
President
Title

CITY OF WINSTON-SALEM

[Signature]
Lee D. Garrity
City Manager

ATTEST:

Mary Beth Tew
~~Sandra Keeney~~ Mary Beth Tew
City Clerk, Deputy



This instrument has been pre-audited in the
Manner required by the Local Government
Budget and Fiscal Control Act.

Approved as to form and legality.

This 28th day of June 2021.

[Signature]
By Lisa Saunders, Chief Financial Officer

Subject to annual appropriation
by City Council

This 29th day of June 2021.

[Signature]
By Angela D. Carmon, City Attorney

State of North Carolina

County of Forsyth

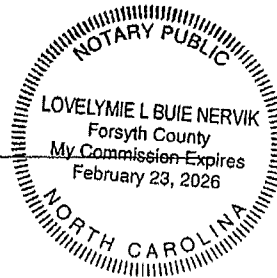
ACKNOWLEDGMENT BY
DOWNTOWN WINSTON-SALEM
PARTNERSHIP, INC.

I, a notary public in and for the aforesaid county and state, certify that MICHAEL R. CASHIN & JASON C. THIEL personally appeared before me this day and stated that he or she is (strike through the inapplicable:) chairperson/ president/ chief executive officer/ vice-president/ assistant vice-president/ treasurer/ chief financial officer of DOWNTOWN WINSTON-SALEM PARTNERSHIP, INC., a corporation, and that by authority duly given and as the act of the corporation, he or she signed the foregoing Contract with the City of Winston-Salem and the corporate seal was affixed thereto.

This the 24th day of JUNE, 2021.



Notary Public



My commission expires:

FEB. 23, 2026

Exhibit A – Scope of BID Services

The Business Improvement District may have five primary areas in its scope of services: cleaner environment, increased safety and security, stronger marketing and promotion, accelerated development, and enhanced physical appearance. DWSP will commit personnel resources to manage the private contracts, such as the “Clean Team Ambassadors”, and engage in other services related to the BID.

Cleaner Environment

To enhance the overall appearance, maintenance, and safety of downtown, the BID would contract with a private service company to manage “Clean Team Ambassadors.” They would be cross-trained to provide supplemental cleaning services such as pan and broom service, graffiti removal, pressure washing, and snow and ice removal.

Services related to cleaner environment enhancement may include:

Pan and Broom

- Remove litter and debris from sidewalks, storefronts, curbs, and gutters
- Damp wipe vertical surfaces to remove dust and grime (includes: street fixtures and furniture, newspaper boxes, trash cans, benches, utility and electrical boxes)
- Clean trash can area
- Scrape handbills, flyers, and stickers from vertical surfaces
- Straighten street fixtures and furniture (includes: newspaper boxes, benches, trash cans, etc.)

Graffiti Removal

- Remove graffiti from public infrastructure using chemical applications, power washing, or painting
- Report graffiti on private property to property owner; remove once a waiver has been secured

Pressure Washing/Snow and Ice Removal

- Pressure wash sidewalks as needed
- Pressure wash or steam clean public benches, trash cans, and other street furniture and fixtures
- Use spinner nozzle to remove isolated gum spots
- Set up safety barriers and signs; use fan motion to blow rock, debris, and pebble to street gutter
- Special projects, which could include such things as seasonal flower planting, snow and ice removal on sidewalks, etc.

- Weed abatement – hand pull isolated weeds or suckers and spraying and mechanical removal of larger concentrations of weeds

Increased Safety and Security

The Clean Team Ambassadors could also be engaged to serve as additional eyes and ears of downtown and report unusual activities to the Winston-Salem Police Department's downtown bike patrol. These ambassadors would not carry firearms or have arresting authority. They would not be sworn law enforcement officers. Additionally, funds could be used to promote public safety awareness campaigns.

These services may include:

- Provide directions, information, and assistance to visitors, workers, and residents
- Training in downtown specific knowledge about restaurants, hotels, special events, parking, etc.
- Serve as a deterrent to unwanted activity
- Be knowledgeable of local ordinances (panhandling, disorderly conduct, public urination, soliciting, etc.)
- Public relations checks with businesses
- Identify and report conditions and incidents that may impact the safety of those who live, work, or visit downtown
- Record time, location, and nature of all activities and report unusual activity or issues

Stronger Marketing and Promotion

This service could be provided to draw more patronage and investment downtown through the development of new printed and electronic materials. These materials would be used to promote and educate consumers on the benefits of visiting downtown Winston-Salem and bring visitors to support entertainment, retail, food, and art venues. These services may include:

- Creative co-operative marketing
- Increase marketing materials
- Newspaper, electronic, social media, radio, and TV ads
- Increase online marketing
- Expand web page
- Mobile phone app
- New downtown guides and maps
- Marketing to Winston-Salem State University, Wake Forest University, North Carolina School of the Arts, Salem College, and Forsyth Technical Community College staff & students
- Event sponsorship
- Restaurant Week

Accelerated Development

Updated and improved data, statistics, reports, and plans could assist in economic development efforts. Services may include business support, recruitment, retention, visitor information, data services (housing, retail, development trends, pedestrian counts), and the Downtown Plan.

- Economic development recruitment packets
- Residential realtor and commercial tenant rep events
- Partner with other organizations to get the message out about downtown development statistics for recruiting
- Conduct market analyses
- Assist with navigating permitting process
- Partner with Chamber and Winston-Salem Business Inc. to recruit and retain corporate headquarters

Enhanced Physical Appearance

Funds could be invested for the installation and maintenance of wayfinding and directional signage, small landscaping and beautification projects, new street furniture, garbage receptacles, and other public space improvements, including all necessary permits, licenses, and encroachment agreements.

Administration

Funds in this area are related to overhead and other office expenditures.

Exhibit B – BID Services Budget for FY-2021-2022

<u>Service Area</u>	<u>Budget</u>
Cleaner Environment/Safety and Security	\$395,000
Stronger Marketing and Promotion	108,100
Accelerated Development	18,545
Enhanced Physical Appearance	61,825
Administration	13,000
Total	\$596,470

* Personnel expenditures are included in each service area

Exhibit C – Performance Standards

The Downtown Winston-Salem Partnership (DWSP) shall submit its project goals, service goals, and objectives to the Budget and Evaluation Office prior to receiving any funds from the City pursuant to this Agreement. These goals and objectives shall also include performance measures that DWSP will achieve in the course of reaching these goals and objectives. Performance measures will be clear, concise, and objective standards that are necessary components to achieving the identified goals and objectives.

<i>Description of Primary Activities</i>	
Organization Name:	
Activity:	
Description:	
Activity:	
Description:	
Activity:	
Description:	

<i>Performance Information by Activity</i>				
Organization Name:				
Activity:				
Goals:				
1. 2. 3. 4.				
<u>Performance Measurements</u>	Actual <u>18-19</u>	Objective <u>19-20</u>	Projected <u>20-21</u>	Objective <u>21-22</u>
Effectiveness:				
Efficiency:				
Workload Indicators:				
FY 20-21 Program Accomplishments:				
FY 21-22 Key Objectives:				

Exhibit D – Citizen Service Request Reporting

As stated in 5.1 Citizen Service Request Reporting, upon receiving notice of a Citizen Service Request from the City, DWSP shall respond to such Citizen Service Request in a timely fashion. DWSP shall maintain records of: (a) the description of each Citizen Service Request, as provided by the City, (b) the date, and time when DWSP was notified by the City of the Citizen Service and (c) the date, time and description of resolution (if any) of the Citizen Service Request, and (d) the date and time that the City was notified of the resolution (if any) of the Citizen Service Request.

Reporting of these citizen service requests is recommended to follow a template similar to the below:

<u>Date/Time Received</u>	<u>Description of Request</u>	<u>Action</u>	<u>Date/Time Resolved</u>	<u>Date/Time City Notified</u>	<u>Notes</u>
1/1/15, 12 pm	Clean gum off sidewalk	Pressure washed sidewalk	1/8/15, 2 pm	1/9/15, 9 am	

City Council – Action Request Form

Date: January 11, 2021

To: Mayor, Mayor Pro Tempore, and Members of the City Council

From: Ben Rowe, Assistant City Manager

Council Action Requested:

Resolution Awarding a Contract to the Downtown Winston-Salem Partnership to Provide Services Within the Downtown Winston-Salem Business Improvement District

Strategic Focus Area: Economic Vitality and Diversity

Strategic Objective: Promote Downtown Revitalization

Strategic Plan Action Item: No

Key Work Item: Yes



Summary of Information:

Pursuant to North Carolina General Statute 160A-536, a public input session on the Downtown Winston-Salem Business Improvement District was held on Thursday, November 5, 2020, virtually via Zoom. A Request for Proposals for BID services was advertised on November 6, 2020, with proposals due on December 7, 2020. The City received proposals from the Downtown Winston-Salem Partnership, Inc. and Wright Consulting Group. A team of City staff from the City Manager's Office, the Department of Transportation, Business Inclusion and Advancement, Operations, and the Budget and Evaluation Office evaluated and scored the proposals. The Downtown Winston-Salem Partnership's proposal received an average score of 500 out of a possible total of 500 points. See Exhibit B for complete proposal scoring.

It is recommended that the City enter into a contract with Downtown Winston-Salem Partnership, Inc. for services within the Downtown Winston-Salem Business Improvement District for a term period of five years from date of award.

A public hearing will be held on February 1, 2021, to receive citizen input prior to entering into a contract. The Downtown Winston-Salem Business Improvement District Advisory Committee was briefed on the proposals, scoring, and recommendation at its December 22, 2020 meeting.

M/WBE comment: This project was advertised on the City and State websites with 45 businesses notified directly of this opportunity. Notifications were also sent to all local M/WBE and regional HUB businesses. See Exhibit A for a complete list of businesses that were notified the bidding opportunity and the low bidder's Workplace Demographics form.

Committee Action:

Committee	Finance 1/11/2021	Action	Approval
For	Unanimous	Against	
Remarks:			

Resolution #21-0043

2021 Resolution Book, Page 46

RESOLUTION AWARDING A CONTRACT TO THE DOWNTOWN WINSTON-SALEM PARTNERSHIP TO PROVIDE SERVICES WITHIN THE DOWNTOWN WINSTON-SALEM BUSINESS IMPROVEMENT DISTRICT

WHEREAS, pursuant to North Carolina General Statute 160A-536, a public input session on the Downtown Winston-Salem Business Improvement District was held on Thursday, November 5, 2020, and a Request for Proposals (RFP) was advertised on November 6, 2020, with proposals due on December 7, 2020; and

WHEREAS, the City received two proposals, from the Downtown Winston-Salem Partnership, Inc. and from Wright Consulting Group, and a team of City staff from the City Manager's Office, the Department of Transportation, Business Inclusion and Advancement, Operations, and the Budget and Evaluation Office evaluated and scored the proposals; and

WHEREAS, the Downtown Winston-Salem Partnership's proposal received an average of 500 out of a possible total of 500 points; and

WHEREAS, a public hearing was held on February 1, 2021, to receive citizen input prior to entering into a contract with an agency to provide services within the Downtown Winston-Salem Business Improvement District; and

WHEREAS, City staff recommends that the City enter into a contract period of five years with the Downtown Winston-Salem Partnership, Inc. to provide services within the Downtown Winston-Salem Business Improvement District.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Winston-Salem, North Carolina hereby award a five-year contract for providing services within the Downtown Winston-Salem Business Improvement District to the Downtown Winston-Salem Partnership, Inc.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the aforementioned contract with the Downtown Winston-Salem Partnership, upon approval by the City Attorney as to form and legality.