

AGREEMENT FOR SERVICES IN ADMINISTERING OPERATIONS OF THE DOWNTOWN TACOMA BIA

THIS AGREEMENT, made this 1st day of May 2026, by and between the CITY OF TACOMA, hereinafter called the "City," and the LOCAL DEVELOPMENT COUNCIL OF TACOMA, dba DOWNTON TACOMA BUSINESS IMPROVEMENT AREA (BIA) and DOWNTOWN TACOMA PARTNERSHIP (DTP), a Washington nonprofit corporation, hereinafter referred to as the "Operating Agency."

WHEREAS, pursuant to Chapter 35.87A RCW, the City Council has adopted Ordinance No. 24058, the "BIA Ordinance," establishing a business improvement area, hereinafter called the "BIA," in downtown Tacoma, within the boundaries as more specifically set forth in the BIA Ordinance and renewed by Ordinance No. 28420 and Ordinance No. 28496, and

WHEREAS the Operating Agency is a business association operating primarily within the central commercial area of Tacoma and has requested that, for the benefit of the property owners responsible for payment of the BIA assessments, hereinafter called the "Ratepayers," that it provide services in the administration of the operation of the BIA, which services are to be funded from BIA assessments collected and deposited in the district fund established under the BIA Ordinance, and

WHEREAS the City desires to contract with the Operating Agency for the purposes of administering the operation of the BIA pursuant to RCW 35.87A.110, and the Operating Agency represents that it has the legal capacity and ability to perform such services in respect thereto, and

WHEREAS the Operating Agency will manage and administer approved BIA activities and provide the required services hereunder on a cost reimbursable basis, with a flat negotiated rate for administrative cost overhead and management, as herein below more specifically set forth;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises between the parties hereto, it is mutually agreed as follows:

SCOPE OF SERVICES

The Operating Agency, for the benefit of the Ratepayers, will serve as the program management contractor in carrying out the services and activities, in the attached work program of the BIA (Exhibit B, incorporated herein), and shall do, perform, and carry out in a satisfactory and proper manner the following:

- 1.1 The term "designated City official" ("DCO"), as used herein, shall mean the City Manager or a City official designated by the City Manager to act in his stead, or the responsible City official as may be designated by City Charter, ordinance, or resolution.

- 1.2 Subject to the funding limitations set forth in the approved budget (which budget is marked Exhibit B and incorporated herein), develop and carry out a work program (including specified products or activities and budget for each major item) for the common area maintenance program, the promotion and marketing program, and the security/public relations program as herein below more specifically set forth. The work program and the plan and any amendments shall be subject to review and approval by the City Council, before work or services are commenced.

1.2.1 Common Area Maintenance Program.

- A. The goal of the Common Area Maintenance Program is to maintain the appearance of the BIA area as a clean and inviting area to visit and do business through the providing of maintenance and appearance enhancement of common areas in the BIA, such as the sweeping and cleaning of sidewalks, the removal or covering of graffiti, the removal or prevention of litter, and such other related activities or services which would enhance the appearance of the area and encourage the general public to increasingly visit and do business in the BIA.
- B. The Operating Agency will provide personnel and equipment as required within the limits of the approved budget to provide in a proper manner for the Common Area Maintenance Program. The Operating Agency shall confer with appropriate City public works personnel in order to coordinate sidewalk cleaning and litter pickup to be performed by the Operating Agency with street cleaning and litter pickup provided by the City in order to most effectively render the required services.

1.2.2 Promotion and Marketing Program.

- A. The promotion and marketing component of the work to be provided by the Operating Agency under this agreement has as its purpose and goal the promotion of the downtown Tacoma BIA as a clean, safe, inviting and desirable area to visit, to come for business or other activities, an easy area to travel to and through and as a place for business to locate.
- B. The Operating Agency shall develop a detailed work plan and the associated budget thereof and submit to the designated City official for review and consistency with the overall work plan

1.2.3 Security/Ambassador Program.

- A. The goal and purpose of this component of the BIA program is the operation of a security and ambassador program which will assist in the providing of additional security in the BIA through a combination of public and private personnel and facilities.
- B. The Operating Agency will prepare a detailed work plan for review by the DCO as to the manner in which the services will be provided by the

Operating Agency or its subcontractor for this component of the BIA program. The plan and the services to be provided under this component of the BIA program will be subject to the following conditions and guidelines.

- (1) The Operating Agency will subcontract with an experienced and qualified security firm to provide the private personnel component of the BIA security program. Proposals may be solicited from qualified security firms and evaluated with the purpose of obtaining the best qualified firm to provide quality service and personnel at a reasonable cost.
- (2) The subcontract shall provide that no security personnel objected to by the DCO will provide or continue to provide services in the BIA.
- (3) The subcontract shall contain an appropriate indemnification agreement by the security firm, indemnifying both the Operating Agency and the City in form as may be approved by the DCO.

1.3 The Operating Agency will provide staff assistance to the City, which, upon appeal by a Ratepayer will review claimed errors in assessments and make a ruling based on the merits of the appeal.

1.4 The Operating Agency will hold advisory board meetings which shall be open to all Ratepayers and provide adequate notice of and hold a Ratepayers hearing on or before March 1 of any given year. At this meeting, the Operating Agency shall submit for comment and recommendation of the Ratepayers a statement of the proposed program and activities to be conducted during the next ensuing fiscal year (May 1 through April 30), the proposed annual budget and a statement of any adjustment to the assessment rates required for financing the proposed activities and budget for the ensuing fiscal year. The Operating Agency shall thereafter, within the time required by the BIA Ordinance, submit to the DCO the proposed annual budget and activities as recommended by the Operating Agency, together with other information as may be requested by the DCO pursuant to Section 12 of the BIA Ordinance.

1.5 Program Reporting.

- A. A written report shall be submitted quarterly to the DCO and shall include a monthly budget and expenditure statement by line item, identifying expenditures, encumbrances and balances as compared with the approved budget.
 - B. Prepare annual reports, budget, and statements as required by the BIA Ordinance and this agreement.
- 1.6 The Term of this agreement shall commence upon execution of this agreement or as of May 1, 2026, whichever is sooner, and terminate April 30, 2027, unless such term is extended by appropriate amendment to this agreement.

CITY ACTIVITIES

- 2.1 Pursuant to the BIA Ordinance No.28496, special assessments will be collected by the City on an annual or semiannual basis. Moneys collected shall be deposited in a special City fund designated as the Downtown Improvement Area Fund District No. 1, hereinafter called the "District Fund," and expenditures from the fund shall be used exclusively for the purposes specified in the BIA Ordinance and, to the extent BIA assessment funds ("BIA Funds") are available in the District Fund, and in accordance with the approved budget, the City will expend BIA Funds for the following purpose:

Payment of costs and administrative expenses associated with the collection of BIA assessments.

- 2.2 The City will provide enclosed space in the Commerce Street Hillclimb area, rent free, to the Operating Agency for use as a maintenance office in the providing of services under this agreement, which benefit the public by increasing the overall cleanliness and safety of the downtown area. The Operating Agency shall be responsible for maintenance, repairs and operations costs thereof (including telephones, janitorial services and other required services), subject to payment/reimbursement of costs incurred, from BIA funds as provided in other provisions of this agreement.
- 2.3 The City will make available to the Operating Agency financial reports related to the District Fund, as needed.