

RESOLUTION NO. 2020-04

**A RESOLUTION AUTHORIZING THE EXECUTION BY
THE CHAIRMAN OF THE DISTRICT OF AN
AGREEMENT BETWEEN THE DISTRICT AND THE
JANITORIAL FIRM OF BLOCK BY BLOCK, FOR
JANITORIAL SERVICES FOR THE DOWNTOWN
COMMUNITY IMPROVEMENT DISTRICT**

WHEREAS, the Downtown Community Improvement District (the "District"), which was formed on February 7, 2011, by Ordinance No. 20866 (the "Ordinance") of the City Council of the City of Columbia, Missouri, is a political subdivision of the State of Missouri and is transacting business and exercising powers granted pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571, RSMo., as amended ("the Act"); and

WHEREAS, 67.1461.1 of the Act grants the board of directors (the "Board of Directors") of the District the authority to possess and exercise all of the District's legislative and executive powers; and

WHEREAS, Block By Block ("BLOCK BY BLOCK") submitted the proposal/agreement to provide janitorial services for the Downtown Community Improvement District per the proposal attached hereto as Exhibit A; and

WHEREAS, the Board of Directors determined that Block By Block has best satisfied the criteria for selection of services under the District's competitive bidding policies and as set forth in the request for qualifications produced by the District with respect to the Block By Block proposal, including that Block By Block has the specialized experience and technical competence with respect to the janitorial services sought, the capacity and capability to perform the services in the time required, a history and record of past performance that is acceptable, and familiarity with governmental entities such as a community improvement district; and

WHEREAS, the Board of Directors desires to engage Block By Block to perform the janitorial services for the District as described in the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

1. The Board of Directors hereby approves the Block By Block proposal and the Chairman of the District is authorized to execute, and the Secretary is authorized to attest on behalf of the District, an agreement in substantially the form as the Block By Block proposal attached hereto as Exhibit A.

2. This resolution shall be in full force and effect from and after its passage by the Board of Directors.

Passed this 14th day of August, 2018.

Chairwoman of the Board of Directors

(SEAL)

Attest:

Secretary of the Board of Directors

**EXHIBIT A
TO RESOLUTION NO. 2020-04**

Block By Block Proposal Attached

Agreement for Environmental Maintenance

dated as of October 1, 2016

by and between

THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT

and

MYDATT SERVICES INC, dba BLOCK BY BLOCK

7135 Charlotte Pike

Nashville, TN 37209

("Block by Block")

This AGREEMENT is effective on the October 1, 2016, (the "Effective Date") by and between the The Downtown Community Improvement District, 11 S. Tenth St., Columbia, MO 65201 ("CUSTOMER"), and Mydatt Services, Inc., an Ohio Corporation, d.b.a. Block by Block, 7135 Charlotte Pike, Nashville, TN 37209 (hereinafter referred to as "Block by Block").

W I T N E S E T H:

WHEREAS, the CUSTOMER desires to have Block by Block undertake to furnish uniformed downtown Ambassadors and provide services to the district in the area specifically defined in Exhibit A (the "Service Area");

NOW THEREFORE, the parties, in consideration of the mutual obligations contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby agree as follows:

1) TERM: This Agreement will begin on the Effective Date and shall continue for a period of three (1) year ("Initial Term"), expiring September 30, 2017 unless sooner terminated as provided in Section 9. At the end of the Initial Term, this Agreement may be renewed for two (2) subsequent terms of one (1) year upon the mutual written agreement of the parties (each "Renewal Term"). The Renewal Terms and Initial Term are referred to herein collectively as the "Term." Block by Block will forward to the CUSTOMER each Renewal Term and requested changes to contract provisions no later than June 30th of each year.

2) SERVICES TO BE PERFORMED BY BLOCK BY BLOCK: Block by Block shall furnish environmental maintenance and hospitality ambassadors ("Ambassadors") who shall provide services in the Service Area, including, but not limited to, the services outlined in Exhibit B attached hereto and incorporated herein ("Services"). At the start of the contract period, Block by Block will propose a comprehensive monthly plan of services for the Service Area

Agreement – Hospitality, Safety and Supplemental Cleaning Services

and may propose any modifications to the plan from time to time. The plan and any modifications shall be subject to the CUSTOMER approval. The CUSTOMER shall have the right to request or initiate modifications at any time. Representatives of the CUSTOMER and Block by Block will meet at least once per quarter or at such intervals as the parties may agree and at such other times as the CUSTOMER may request to review the services plan and adjust or modify as deemed necessary.

3) COMPANY STANDARDS: Block by Block shall maintain a high standard of services, with adjustments in authorized weekly hours and annual contract value as agreed upon. Block by Block will maintain a close check over all Ambassadors to ensure this high standard of services is delivered. Specific assignments, hours and duties of the Ambassadors will be proposed monthly by Block by Block and approved by the CUSTOMER.

4) DUTIES OF BLOCK BY BLOCK:

- a) Block by Block shall provide the number of Ambassadors in the weekly service hours outlined in Exhibit C to perform the Services outlined in Exhibit B. Such Ambassadors shall be employees of Block by Block and at no time be deemed agents or employees of the CUSTOMER. Block by Block shall provide all employees adequate training to such Ambassadors.
- b) Block by Block shall have a qualified Operations Manager assigned to the program to oversee the operations of the Ambassadors.
- c) Block by Block shall furnish appropriate uniforms and necessary equipment for the Ambassadors, as reasonably determined by CUSTOMER. Ambassadors shall be clean, courteous, competently trained, neat in appearance, able to communicate in English, and shall at all times wear the uniform approved by the CUSTOMER.
- d) Block by Block shall furnish adequate means of communications by which all Ambassadors can communicate with one another and their supervisory staff.
- e) Block by Block shall make a designated representative available at all reasonable times to report to and confer with the designated agents of the CUSTOMER with respect to the Services to be rendered hereunder.
- f) Block by Block shall conduct a background check, to include criminal history and drug screen, on all employees prior to assignment at the Service Area.
- g) Block by Block shall be responsible for quantifying the work of the Ambassadors in a written manner and format acceptable to CUSTOMER. Such records shall be provided to CUSTOMER on a weekly basis and Block by Block shall be responsible for making at least weekly contact with a designated representative of CUSTOMER. Cumulative reports shall be provided on a monthly and quarterly basis. All reports shall be considered confidential by

Block by Block and its employees, and are the property of the CUSTOMER.

5) PAYMENT TO BLOCK BY BLOCK:

- a) In consideration of the Services, the CUSTOMER shall pay Block by Block a flat monthly fee of \$13,750.00 (thirteen thousand seven hundred fifty dollars) which fee shall be based upon the hourly billable rates for its various classes of employees as established by Block by Block and approved by CUSTOMER. The maximum annual amount of payments to Block by Block for the Services shall not exceed \$165,000.00 dollars (one hundred sixty five thousand dollars).
- b) Additional services either within or outside the Service Area may be requested by CUSTOMER from time to time. These services shall be provided at the same cost, which is \$20.52 for Cleaning for straight time. CUSTOMER shall make a written request for such additional services at least 48 hours in advance of the time service is needed.
- c) The flat rate and hours specified in Exhibit D is guaranteed for the Initial Term and can be changed by Block by Block upon thirty (30) days written notice if require service hours are altered by the customer.
- d) It is recognized that there may be months during the Term where the Services and number of hours worked may be reduced due to weather conditions or other circumstances and other months where additional hours or Service may be needed due to downtown events or other circumstances. The CUSTOMER may choose to "bank" any hours of Service which are not used during a monthly cycle and apply these "banked" hours to another monthly cycle within the Term. Any "banked hours" will be used for Services within the Improvement District and will be provided for no additional payment. Block by Block agrees to maintain records of all hours worked and submit monthly summaries of hours worked, cost per hour, tasks performed and "banked" hours available for future use.

At the end of the Term, Block by Block shall provide to CUSTOMER a report which sets forth a final accounting of all hours worked, cost per hour, tasks performed, hours "banked" and number of hours to be rolled to the next contract period.

- e) During the Initial Term, Block by Block shall invoice the CUSTOMER monthly for Services. Block by Block shall submit its invoices by the 15th day of each month. All payments are due within 30 days of invoice.
- f) In the event of any change in Federal, State, or Municipal legislation, regulation, administrative ruling or collective bargaining contract affecting any change in work hours, pay rates, working conditions, taxes, health insurance, benefits, etc. Block By Block shall notify the manager in writing of the change in the rates to be charged manager and the effective date of said change which shall be computed on the prevailing hourly pay scale. In the event that

government health care legislation mandates provision of health benefits to employees at the Service Area greater than agreed upon in this contract, then Block By Block shall invoice CUSTOMER for the direct cost associated with that program.

6) EQUIPMENT:

- a) OWNERSHIP - As part of this agreement Block by Block will procure specific capital equipment as part of this agreement. A list of this equipment can be found in Exhibit E. The equipment will be purchased explicitly for the CUSTOMER contract and will be owned by Block by Block. All insurance, maintenance and associated costs of ownership will be borne by Block by Block as part of this agreement. The cost of this equipment will be amortized over a three year period, plus the cost of financing and included in the billable rate to CUSTOMER.

- b) In the event Block by Block is terminated without cause CUSTOMER will be responsible for reimbursing Block by Block for the capital equipment, less the amount collected on the equipment through invoicing of the regular agreed upon amount up to the date of notification.

7) INDEMNITY AND INSURANCE

- a) INDEMNIFICATION - The parties shall defend, indemnify and hold each other and their respective agents and employees from and against any and all claims, demands, losses, damages, injuries, liabilities, expenses (including reasonable attorney's fees), judgments, liens, encumbrances, orders, awards arising directly or indirectly from the negligent performance or willful misconduct by either party and/or its respective employees under this agreement (all of which are collectively referred to as 'Claims') by any person on account of; or arising as a result of: (1) injury to, or death of any person including but not limited to either party's personnel; (2) loss of or damage to any property; (3) the employment of, or performance of the Services by, either party's personnel and the termination, constructive or otherwise, of such employment or performance of services; or (4) any breach of any federal, state or local laws by either party or its respective personnel; provided however, that either party shall not be obligated to indemnify the other party for such party's own gross negligence or willful misconduct.

Additionally, for clarity, CUSTOMER will defend, indemnify and hold harmless Block By Block for any claim for personal injury, death or damage to tangible personal or real property, to the extent caused by structural defects and/or Acts of God, including but not limited to situations created by inclement weather, at the Service Area (except to the extent caused by Block By Block) or caused by the negligence or willful misconduct of CUSTOMER, its employees, affiliates, agents, tenants and/or the tenant employees, vendors or anyone in direct business relationship with CUSTOMER.

In the event CUSTOMER and Block By Block are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the state of California without, however, waiving any defenses of the parties under such law.

b) **PROOF OF INSURANCE** - During the Term of this Agreement, Block by Block shall at its own cost and expense procure and maintain in full force and effect the below listed types of insurance through insurance companies licensed to and doing business in the state of California. All insurance shall name the CUSTOMER as Additional Insureds regarding any operations of the Named Insured's performed under the Named insured's contract with CUSTOMER. Any insurance maintained by the CUSTOMER shall apply in excess of and not contribute with insurance provided by this policy.

(1) Contractor's Commercial/Comprehensive General Liability Policy with a combined single limit for bodily injury, personal injury and property damage of not less than \$1,000,000.00 per occurrence;

(2) Comprehensive Automobile Liability insurance insuring all owned, non-owned and hired motor vehicles with a minimum of \$1,000,000.00 Combined single limit for any one accident and sufficient to satisfy all applicable laws;

(3) Employers Liability with a minimum coverage of \$500,000.00 for any one occurrence;

(4) Umbrella (excess) Liability policy with a limit of at least \$4,000,000.00.

(5) Workers' Compensation sufficient to satisfy all federal, state and local laws and requirements, whether now or hereafter existing;

8) REPRESENTATIONS AND WARRANTIES OF BLOCK BY BLOCK: Block by Block hereby represents and warrants that (i) Block by Block will perform all Services in a good and workmanlike manner and with reasonable skill, (ii) Block by Block will pay all costs and expenses required for the performance of the Services, except as otherwise provided herein, (iii) Block by Block has the requisite permits from the appropriate federal, state and local authorities to provide the Services. Block by Block warrants that all Services will be performed in accordance with applicable laws for such Services. Block by Block makes no other representations or warranties regarding the Services.

9) RELATIONSHIP OF THE PARTIES: Block by Block agrees that it is and shall be an independent contractor under this Agreement and that Block by Block shall not be an agent or employee of CUSTOMER to any extent or for any purpose and Agreement – Hospitality, Safety and Supplemental Cleaning Services

nothing herein shall be construed to cause or create any such relationship. Block by Block shall have no authority to and shall not act for CUSTOMER or bind, or attempt to bind, CUSTOMER in or under any contract or agreement or to otherwise obligate CUSTOMER in any manner whatsoever.

10) TERMINATION: Either party may terminate this Agreement if the other commits a material breach of its respective obligations under this Agreement and fails to correct such breach within sixty (60) days after delivery of written notice of such a breach; provided, however, that if such a breach cannot reasonably be cured within the sixty (60) day period, then such party shall have a reasonable period to cure such breach. Notwithstanding the foregoing, Block by Block may terminate this Agreement on fifteen (15) days written notice if CUSTOMER fails to make any payment of money pursuant to this Agreement. Notwithstanding the foregoing, CUSTOMER may, upon sixty (60) days written notice, terminate this Agreement with cause.

Either party may terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice to the other party.

11) ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter. Any amendments or additions to this Agreement shall not be binding unless in writing and signed by both parties.

12) GOVERNING LAW: The State of Missouri shall govern this agreement without regard to any conflict of law principal. The parties agree that any legal action commenced by and between the parties shall be in the State of Missouri of proper jurisdiction located in Columbia.

13) ASSIGNMENT: Block by Block may not assign its interest in this agreement or subcontract any portion of the work to be performed hereunder without the written consent of the CUSTOMER.

14) HEALTH AND SAFETY: Block by Block is solely responsible for compliance with all applicable Federal, State and Local occupational safety and health regulations.

15) AFFIRMATIVE ACTION POLICY: Block by Block shall have in force an affirmative action policy that complies with the requirements of the City in which the Services take place.

16) NOTICES: All notices under this Agreement shall be in writing and shall be served by personal service or registered mail, return receipt requested. Notice by mail shall be addressed to each party at its address set forth above.

17) ATTORNEY'S FEES: In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

18) FORCE MAJEURE: Neither party shall be liable for damages to the other party or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by reason of any circumstance beyond its reasonable control, including but not limited to Acts of God, fire, flood, earthquake, extraordinary weather conditions, acts of war, acts of terrorism, labor disputes, riots, civil disorders, rebellions or revolutions in any country ("Force Majeure"), that party shall be excused from any further performance or observance of the obligations so affected for as long as such circumstances prevail and that party continues to use all commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CUSTOMER:

THE DOWNTOWN COMMUNITY
IMPROVEMENT DISTRICT

By: _____

Printed: _____

Title: _____

Address: 11 S. Tenth St
Columbia, MO 65201

Block By block:

MYDATT SERVICES INC., dba BLOCK BY
BLOCK

By: _____

Printed: _____

Title: _____

Address: 7135 Charlotte Pike
Nashville, TN 37209

EXHIBIT A

SERVICE AREA MAP

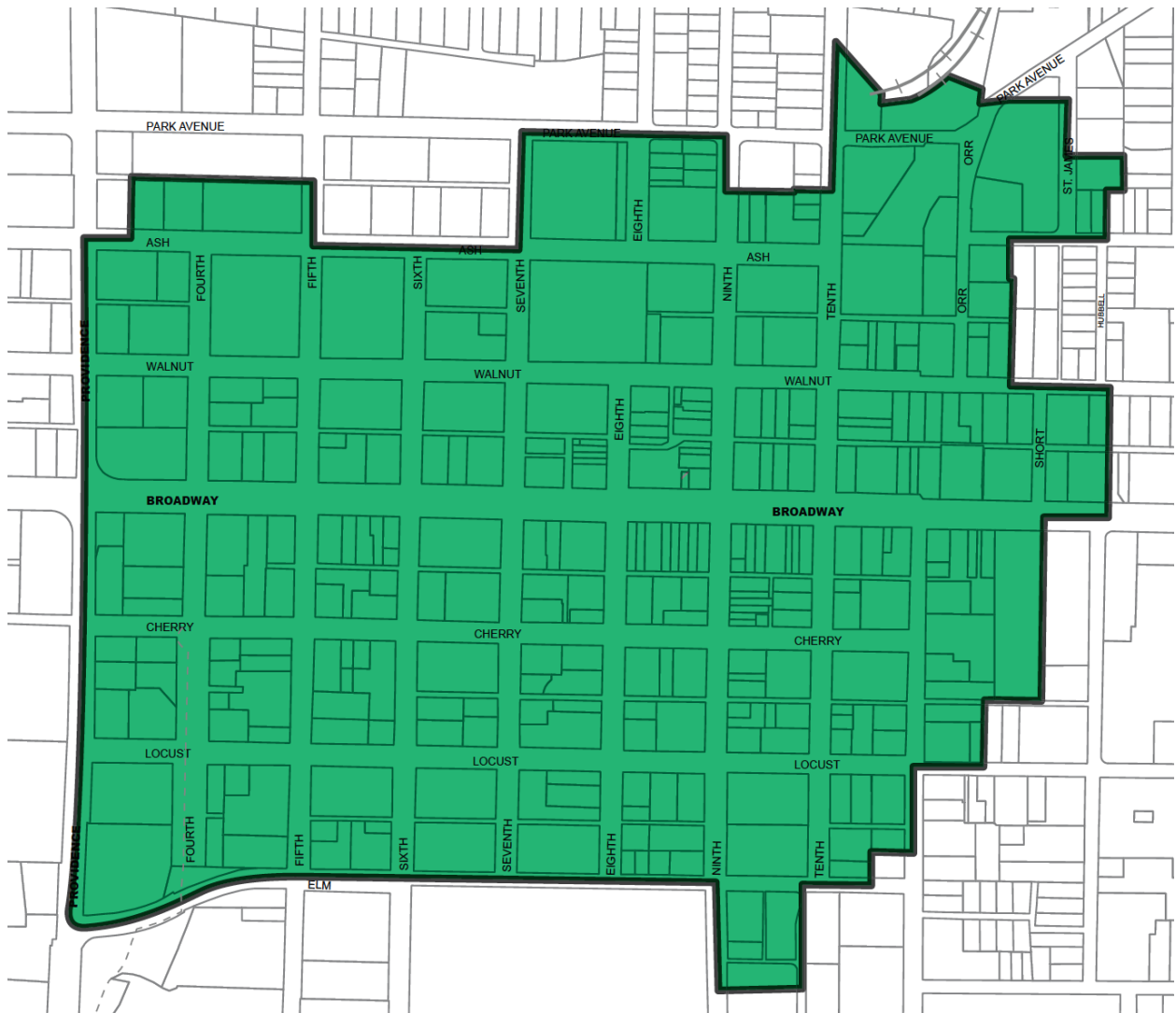


EXHIBIT B

Scope of Services - Cleaning

Block By Block will provide the following Environmental Maintenance Services in the Service Area. Block By Block will also provide a detailed monthly schedule of maintenance services.

The Clean Team will serve primarily as a custodial service with a secondary role as a public information resource to district visitors, workers, shoppers and residents. Unless otherwise specified, areas of responsibility for the Clean Team include all pedestrian public rights of way, the sidewalks from the building line to the curb and alleys adjoining benefiting properties of the District Area from the building line to the opposing building line. Activities of the Clean Street Team may include:

- **Manual Removal of Litter And Debris** - Removal of litter, trash, and debris, and extending a distance of 18 inches beyond the curb into the street or alley, by mechanical or manual means, including: all types of paper, cigarette packages and butts, leaves, gravel or rocks, cans, cardboard, boxes, plastic refuse, bottles, broken glass, beverage spills, urine, feces, vomit, and any dead animals.
- **Weed Control** - Killing and removal of weeds and grass. Contractor shall spray weeds as needed with chemicals meeting all Federal, State and Municipal laws and regulations. Contractor shall meet all licensing requirements imposed by Federal, State, or local authorities.
- **Mechanical Cleaning** - Using the District's mechanical cleaning devices to clean sidewalks and remove debris and litter from public pedestrian rights of way (including sidewalks, pedestrian skywalks and alleys) and tree wells. Specific Clean Team members shall be hired and trained by Contractor to be the primary operators of the mechanical cleaning devices. Only in the event of an extreme emergency should other members of the Clean Team be permitted to operate the machines.
- **Handbill Removal** - Removal of handbills, stickers, posters and similar items from utility poles, mail boxes, courier boxes, newspaper or magazine boxes and kiosks, public telephones, parking meters and other fixtures.
- **Graffiti Removal** - Remove or cover graffiti from the first floor of buildings facing or visible from public rights of way, and from utility poles, mail boxes, courier boxes, newspaper or magazine boxes and kiosks, public telephones, parking meters and other fixtures, within 24 hours after the graffiti appears (subject to any delay necessary to obtain consent of the owner of any

private property), using the least intrusive means available and approved by the property owner. Contractor will not perform graffiti removal on private property until the consent of the owner has been obtained. The District will aid Contractor in securing any necessary consent from the owner of any private property affected.

- **Power Washing** – Block by Block will carry out some scheduled power washing including dumpster areas as identified. Spills and stains will be dealt with in a quick and reasonable manner.
- **Special Projects** - Carry out a wide variety of special projects mutually agreed upon by the CUSTOMER and Block by Block. Such special projects include painting of fixtures (benches, light posts, etc.), power washing or any other project not requiring 'technical' expertise that can be carried out within reasonable methods or means by existing cleaning staff members.
- **Landscaping** - Limited landscaping services as requested by the CUSTOMER.

EXHIBIT C

Weekly Service Hours

All Season

Position	Hours	Primary Assignment	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total
Cleaning Ambassadors	7am-2:30pm	Manual Cleaning	8			8	8	8	8	40
	7am-2:30pm	Manual Cleaning	8	8	8			8	8	40
	Flex	Seasonal Special Projects	Flex							6
Operations Manager	FLEX	This is a 'Working Manager' who will provide special projects opportunities		8	8	8	8	8		40
Daily Totals			16	16	16	16	16	24	16	
Total Scheduled Weekly Hours										126



EXHIBIT D

Employee Average Wage Rates and Bill Rates

PRICING	Clean Ambassadors	Special Projects	Operations Manager
Pay Rate	\$ 11.00	\$ 11.00	\$ 23.54
FICA	\$ 0.84	\$ 0.84	\$ 1.80
WC	\$ 0.61	\$ 0.61	\$ 1.29
Liability	\$ 0.28	\$ 0.28	\$ 0.60
Unemployment	\$ 0.13	\$ 0.13	\$ 0.28
Subtotal	\$ 12.86	\$ 12.86	\$ 27.52
Weekly Hours	80.00	6.00	40.00
Annual Hours	4,160.00	312.00	2,080.00
Annual Billing	\$ 53,493.44	\$ 4,012.01	\$ 57,234.24
Overhead	\$ 4.85	\$ 4.85	\$ 4.85
Benefits	\$ 0.73	\$ 0.73	\$ 0.73
Profit	\$ 2.08	\$ 2.08	\$ 2.08
Bill Rate	\$ 20.52	\$ 20.52	\$ 35.17
Weekly Hours	80.00	6.00	40.00
Annual Hours	4,160.00	312.00	2,080.00
Annual Billing	\$ 85,352.14	\$ 6,401.41	\$ 73,163.59
ANNUAL BILLING			#####

EXHIBIT E

Capital Equipment

EQUIPMENT	OVERVIEW	SAMPLE
John Deer Gator with Watering Unit (1)	This piece of equipment is extremely versatile and can get into tight corners where a truck cannot. It will be equipped with a watering unit that can be used for pressure washing as well as landscaping in Columbia desires.	
Megabrute Container (2)	We'd like to have all of our Clean Ambassador be equipped with the MegaBrute Container. This will allow us to carry water with us and address spills and stains immediately. It can also be divided into separate containers that will allow us to recycle and create a clean and green program.	

SECOND AMENDMENT TO THE AGREEMENT

This **SECOND AMENDMENT TO THE AGREEMENT** (the "Amendment Agreement") is entered into as of **August 13, 2018** by and between the Downtown Community District, 11 S. Tenth Street, Columbia, MO 65201 ("CUSTOMER"), and Mydatt Services, Inc., an Ohio Corporation, d.b.a. Block by Block, 7135 Charlotte Pike Suite 100, Nashville, TN 37209 (hereinafter referred to as "Block by Block").

The following provisions form the basis for, and are hereby made a part of, this Amendment Agreement:

WHEREAS, the parties have entered into the Agreement for Environmental Maintenance dated October 1, 2016 and First Amendment dated October 1, 2017 (the "Agreement").

WHEREAS, the parties now wish to amend certain terms of the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party to the other, the parties hereto do hereby agree as follows:

1. For purposes of this Amendment Agreement, any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.
2. The parties hereby agree to renew the Term and for a period of one (1) year beginning on October 1, 2018 expiring on September 30, 2019.
3. For purposes of clarity, the parties hereby agree to amend pricing as set forth herein on the effective date of October 1, 2018 through to September 30, 2019.
4. Section 5a is hereby deleted and replaced with the following:
"a) In consideration of the Services, the Customer shall pay Block by Block a flat monthly fee of Fourteen Thousand One Hundred Sixty-Five Dollars and Forty-Eight Cents (\$14,165.48) which fee shall be based upon the hourly billable rates for its various classes of employees as established by Block by Block and approved by CUSTOMER. The maximum annual amount of payments to Block by Block for the Services shall not exceed One Hundred Sixty-Nine Thousand Nine Hundred Eighty-Five Dollars and Eighty Cents (\$169,985.80)."
5. Section 5b is hereby deleted and replaced with the following:
"b) Additional services either within or outside the Service Area may be requested by CUSTOMER from time to time. These services shall be provided at the same cost, which is \$22.08 for Cleaning for Straight time. CUSTOMER shall make a written request for such additional services at least 48 hours in advance of the time service is needed."
6. Exhibits C shall be amended by deleting the schedule for Weekly Service Hours and replacing with the schedule as set forth below:

Weekly Service Hours

Weekly Service Hours	
Clean Ambassadors	80.0
Special Projects	-
Hospitality Ambassadors	-
Team Leaders	-
Operations Manager	40.00
Weekly Total	120.0
Annual Total	6,240.00
FTEs	3.00

7. Exhibit D shall be amended by deleting the schedule for Employee Average Wage Rates and Bill Rates and replacing with the schedule as set forth below:

PRICING	Clean Ambassadors	Special Projects	Operations Manager
Pay Rate	\$ 11.75	\$ 11.75	\$ 25.00
FICA	\$ 0.90	\$ 0.90	\$ 1.91
WC	\$ 0.65	\$ 0.65	\$ 1.38
Liability	\$ 0.30	\$ 0.30	\$ 0.64
Unemployment	\$ 0.14	\$ 0.14	\$ 0.30
Subtotal	\$ 13.74	\$ 13.74	\$ 29.23
Weekly Hours	80.00	-	40.00
Annual Hours	4,160.00	-	2,080.00
Annual Billing	\$ 57,140.72	\$ -	\$ 60,788.00
Overhead	\$ 5.34	\$ 5.34	\$ 5.34
Benefits	\$ 0.77	\$ 0.77	\$ 0.77
Profit	\$ 2.23	\$ 2.23	\$ 2.23
Bill Rate	\$ 22.08	\$ 22.08	\$ 37.57
Weekly Hours	80.00	-	40.00
Annual Hours	4,160.00	0.00	2,080.00
Annual Billing	\$ 91,845.44	\$ -	\$ 78,140.36
ANNUAL BILLING			\$ 169,985.80
Monthly Flat Bill Amount:			\$ 14,165.48

8. Except as expressly set forth herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of the day and year first written above.

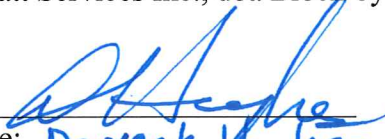
CUSTOMER:

The Downtown Community
Improvement District

By: _____
Name: _____
Title: _____

Block by Block:

Mydatt Services Inc., dba Block by Block

By: 
Name: Darreck Hughes
Title: Ul of Ops

Agreement for Environmental Maintenance

dated as of October 1, 2016

by and between

THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT

and

MYDATT SERVICES INC, dba BLOCK BY BLOCK

7135 Charlotte Pike

Nashville, TN 37209

("Block by Block")

This AGREEMENT is effective on the October 1, 2016, (the "Effective Date") by and between the The Downtown Community Improvement District, 11 S. Tenth St., Columbia, MO 65201 ("CUSTOMER"), and Mydatt Services, Inc., an Ohio Corporation, d.b.a. Block by Block, 7135 Charlotte Pike, Nashville, TN 37209 (hereinafter referred to as "Block by Block").

WITNESSETH:

WHEREAS, the CUSTOMER desires to have Block by Block undertake to furnish uniformed downtown Ambassadors and provide services to the district in the area specifically defined in Exhibit A (the "Service Area");

NOW THEREFORE, the parties, in consideration of the mutual obligations contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby agree as follows:

1) TERM: This Agreement will begin on the Effective Date and shall continue for a period of three (1) year ("Initial Term"), expiring September 30, 2017 unless sooner terminated as provided in Section 9. At the end of the Initial Term, this Agreement may be renewed for two (2) subsequent terms of one (1) year upon the mutual written agreement of the parties (each "Renewal Term"). The Renewal Terms and Initial Term are referred to herein collectively as the "Term." Block by Block will forward to the CUSTOMER each Renewal Term and requested changes to contract provisions no later than June 30th of each year.

2) SERVICES TO BE PERFORMED BY BLOCK BY BLOCK: Block by Block shall furnish environmental maintenance and hospitality ambassadors ("Ambassadors") who shall provide services in the Service Area, including, but not limited to, the services outlined in Exhibit B attached hereto and incorporated herein ("Services"). At the start of the contract period, Block by Block will propose a comprehensive monthly plan of services for the Service Area

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and may propose any modifications to the plan from time to time. The plan and any modifications shall be subject to the CUSTOMER approval. The CUSTOMER shall have the right to request or initiate modifications at any time. Representatives of the CUSTOMER and Block by Block will meet at least once per quarter or at such intervals as the parties may agree and at such other times as the CUSTOMER may request to review the services plan and adjust or modify as deemed necessary.

3) COMPANY STANDARDS: Block by Block shall maintain a high standard of services, with adjustments in authorized weekly hours and annual contract value as agreed upon. Block by Block will maintain a close check over all Ambassadors to ensure this high standard of services is delivered. Specific assignments, hours and duties of the Ambassadors will be proposed monthly by Block by Block and approved by the CUSTOMER.

4) DUTIES OF BLOCK BY BLOCK:

- a) Block by Block shall provide the number of Ambassadors in the weekly service hours outlined in Exhibit C to perform the Services outlined in Exhibit B. Such Ambassadors shall be employees of Block by Block and at no time be deemed agents or employees of the CUSTOMER. Block by Block shall provide all employees adequate training to such Ambassadors.
- b) Block by Block shall have a qualified Operations Manager assigned to the program to oversee the operations of the Ambassadors.
- c) Block by Block shall furnish appropriate uniforms and necessary equipment for the Ambassadors, as reasonably determined by CUSTOMER. Ambassadors shall be clean, courteous, competently trained, neat in appearance, able to communicate in English, and shall at all times wear the uniform approved by the CUSTOMER.
- d) Block by Block shall furnish adequate means of communications by which all Ambassadors can communicate with one another and their supervisory staff.
- e) Block by Block shall make a designated representative available at all reasonable times to report to and confer with the designated agents of the CUSTOMER with respect to the Services to be rendered hereunder.
- f) Block by Block shall conduct a background check, to include criminal history and drug screen, on all employees prior to assignment at the Service Area.
- g) Block by Block shall be responsible for quantifying the work of the Ambassadors in a written manner and format acceptable to CUSTOMER. Such records shall be provided to CUSTOMER on a weekly basis and Block by Block shall be responsible for making at least weekly contact with a designated representative of CUSTOMER. Cumulative reports shall be provided on a monthly and quarterly basis. All reports shall be considered confidential by Agreement – Hospitality, Safety and Supplemental Cleaning Services

Block by Block and its employees, and are the property of the CUSTOMER.

5) PAYMENT TO BLOCK BY BLOCK:

- a) In consideration of the Services, the CUSTOMER shall pay Block by Block a flat monthly fee of \$13,750.00 (thirteen thousand seven hundred fifty dollars) which fee shall be based upon the hourly billable rates for its various classes of employees as established by Block by Block and approved by CUSTOMER. The maximum annual amount of payments to Block by Block for the Services shall not exceed \$165,000.00 dollars (one hundred sixty five thousand dollars).
- b) Additional services either within or outside the Service Area may be requested by CUSTOMER from time to time. These services shall be provided at the same cost, which is \$20.52 for Cleaning for straight time. CUSTOMER shall make a written request for such additional services at least 48 hours in advance of the time service is needed.
- c) The flat rate and hours specified in Exhibit D is guaranteed for the Initial Term and can be changed by Block by Block upon thirty (30) days written notice if require service hours are altered by the customer.
- d) It is recognized that there may be months during the Term where the Services and number of hours worked may be reduced due to weather conditions or other circumstances and other months where additional hours or Service may be needed due to downtown events or other circumstances. The CUSTOMER may choose to "bank" any hours of Service which are not used during a monthly cycle and apply these "banked" hours to another monthly cycle within the Term. Any "banked hours" will be used for Services within the Improvement District and will be provided for no additional payment. Block by Block agrees to maintain records of all hours worked and submit monthly summaries of hours worked, cost per hour, tasks performed and "banked" hours available for future use.

At the end of the Term, Block by Block shall provide to CUSTOMER a report which sets forth a final accounting of all hours worked, cost per hour, tasks performed, hours "banked" and number of hours to be rolled to the next contract period.

- e) During the Initial Term, Block by Block shall invoice the CUSTOMER monthly for Services. Block by Block shall submit its invoices by the 15th day of each month. All payments are due within 30 days of invoice.
- f) In the event of any change in Federal, State, or Municipal legislation, regulation, administrative ruling or collective bargaining contract affecting any change in work hours, pay rates, working conditions, taxes, health insurance, benefits, etc. Block By Block shall notify the manager in writing of the change in the rates to be charged manager and the effective date of said change which shall be computed on the prevailing hourly pay scale. In the event that

government health care legislation mandates provision of health benefits to employees at the Service Area greater than agreed upon in this contract, then Block By Block shall invoice CUSTOMER for the direct cost associated with that program.

6) EQUIPMENT:

- a) OWNERSHIP - As part of this agreement Block by Block will procure specific capital equipment as part of this agreement. A list of this equipment can be found in Exhibit E. The equipment will be purchased explicitly for the CUSTOMER contract and will be owned by Block by Block. All insurance, maintenance and associated costs of ownership will be borne by Block by Block as part of this agreement. The cost of this equipment will be amortized over a three year period, plus the cost of financing and included in the billable rate to CUSTOMER.
- b) In the event Block by Block is terminated without cause CUSTOMER will be responsible for reimbursing Block by Block for the capital equipment, less the amount collected on the equipment through invoicing of the regular agreed upon amount up to the date of notification.

7) INDEMNITY AND INSURANCE

- a) INDEMNIFICATION - The parties shall defend, indemnify and hold each other and their respective agents and employees from and against any and all claims, demands, losses, damages, injuries, liabilities, expenses (including reasonable attorney's fees), judgments, liens, encumbrances, orders, awards arising directly or indirectly from the negligent performance or willful misconduct by either party and/or its respective employees under this agreement (all of which are collectively referred to as 'Claims') by any person on account of; or arising as a result of: (1) injury to, or death of any person including but not limited to either party's personnel; (2) loss of or damage to any property; (3) the employment of, or performance of the Services by, either party's personnel and the termination, constructive or otherwise, of such employment or performance of services; or (4) any breach of any federal, state or local laws by either party or its respective personnel; provided however, that either party shall not be obligated to indemnify the other party for such party's own gross negligence or willful misconduct.

Additionally, for clarity, CUSTOMER will defend, indemnify and hold harmless Block By Block for any claim for personal injury, death or damage to tangible personal or real property, to the extent caused by structural defects and/or Acts of God, including but not limited to situations created by inclement weather, at the Service Area (except to the extent caused by Block By Block) or caused by the negligence or willful misconduct of CUSTOMER, its employees, affiliates, agents, tenants and/or the tenant employees, vendors or anyone in direct business relationship with CUSTOMER.

In the event CUSTOMER and Block By Block are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the state of California without, however, waiving any defenses of the parties under such law.

b) **PROOF OF INSURANCE** - During the Term of this Agreement, Block by Block shall at its own cost and expense procure and maintain in full force and effect the below listed types of insurance through insurance companies licensed to and doing business in the state of California. All insurance shall name the CUSTOMER as Additional Insureds regarding any operations of the Named Insured's performed under the Named insured's contract with CUSTOMER. Any insurance maintained by the CUSTOMER shall apply in excess of and not contribute with insurance provided by this policy.

(1) Contractor's Commercial/Comprehensive General Liability Policy with a combined single limit for bodily injury, personal injury and property damage of not less than \$1,000,000.00 per occurrence;

(2) Comprehensive Automobile Liability insurance insuring all owned, non-owned and hired motor vehicles with a minimum of \$1,000,000.00 Combined single limit for any one accident and sufficient to satisfy all applicable laws;

(3) Employers Liability with a minimum coverage of \$500,000.00 for any one occurrence;

(4) Umbrella (excess) Liability policy with a limit of at least \$4,000,000.00.

(5) Workers' Compensation sufficient to satisfy all federal, state and local laws and requirements, whether now or hereafter existing;

8) REPRESENTATIONS AND WARRANTIES OF BLOCK BY BLOCK: Block by Block hereby represents and warrants that (i) Block by Block will perform all Services in a good and workmanlike manner and with reasonable skill, (ii) Block by Block will pay all costs and expenses required for the performance of the Services, except as otherwise provided herein, (iii) Block by Block has the requisite permits from the appropriate federal, state and local authorities to provide the Services. Block by Block warrants that all Services will be performed in accordance with applicable laws for such Services. Block by Block makes no other representations or warranties regarding the Services.

9) RELATIONSHIP OF THE PARTIES: Block by Block agrees that it is and shall be an independent contractor under this Agreement and that Block by Block shall not be an agent or employee of CUSTOMER to any extent or for any purpose and

Agreement - Hospitality, Safety and Supplemental Cleaning Services

nothing herein shall be construed to cause or create any such relationship. Block by Block shall have no authority to and shall not act for CUSTOMER or bind, or attempt to bind, CUSTOMER in or under any contract or agreement or to otherwise obligate CUSTOMER in any manner whatsoever.

10) TERMINATION: Either party may terminate this Agreement if the other commits a material breach of its respective obligations under this Agreement and fails to correct such breach within sixty (60) days after delivery of written notice of such a breach; provided, however, that if such a breach cannot reasonably be cured within the sixty (60) day period, then such party shall have a reasonable period to cure such breach. Notwithstanding the foregoing, Block by Block may terminate this Agreement on fifteen (15) days written notice if CUSTOMER fails to make any payment of money pursuant to this Agreement. Notwithstanding the foregoing, CUSTOMER may, upon sixty (60) days written notice, terminate this Agreement with cause.

Either party may terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice to the other party.

11) ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter. Any amendments or additions to this Agreement shall not be binding unless in writing and signed by both parties.

12) GOVERNING LAW: The State of Missouri shall govern this agreement without regard to any conflict of law principal. The parties agree that any legal action commenced by and between the parties shall be in the State of Missouri of proper jurisdiction located in Columbia.

13) ASSIGNMENT: Block by Block may not assign its interest in this agreement or subcontract any portion of the work to be performed hereunder without the written consent of the CUSTOMER.

14) HEALTH AND SAFETY: Block by Block is solely responsible for compliance with all applicable Federal, State and Local occupational safety and health regulations.

15) AFFIRMATIVE ACTION POLICY: Block by Block shall have in force an affirmative action policy that complies with the requirements of the City in which the Services take place.

16) NOTICES: All notices under this Agreement shall be in writing and shall be served by personal service or registered mail, return receipt requested. Notice by mail shall be addressed to each party at its address set forth above.


17) ATTORNEY'S FEES: In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

18) FORCE MAJEURE: Neither party shall be liable for damages to the other party or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by reason of any circumstance beyond its reasonable control, including but not limited to Acts of God, fire, flood, earthquake, extraordinary weather conditions, acts of war, acts of terrorism, labor disputes, riots, civil disorders, rebellions or revolutions in any country ("Force Majeure"), that party shall be excused from any further performance or observance of the obligations so affected for as long as such circumstances prevail and that party continues to use all commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CUSTOMER:

THE DOWNTOWN COMMUNITY
IMPROVEMENT DISTRICT

By: 

Printed: MICHAEL S. WAGNER

Title: CHAIRMAN

Address: 11 S. Tenth St
Columbia, MO 65201

Block By block:

MYDATT SERVICES INC., dba BLOCK BY
BLOCK

By: 

Printed: Blaine McBride

Title: President

Address: 7135 Charlotte Pike
Nashville, TN 37209

EXHIBIT A
SERVICE AREA MAP

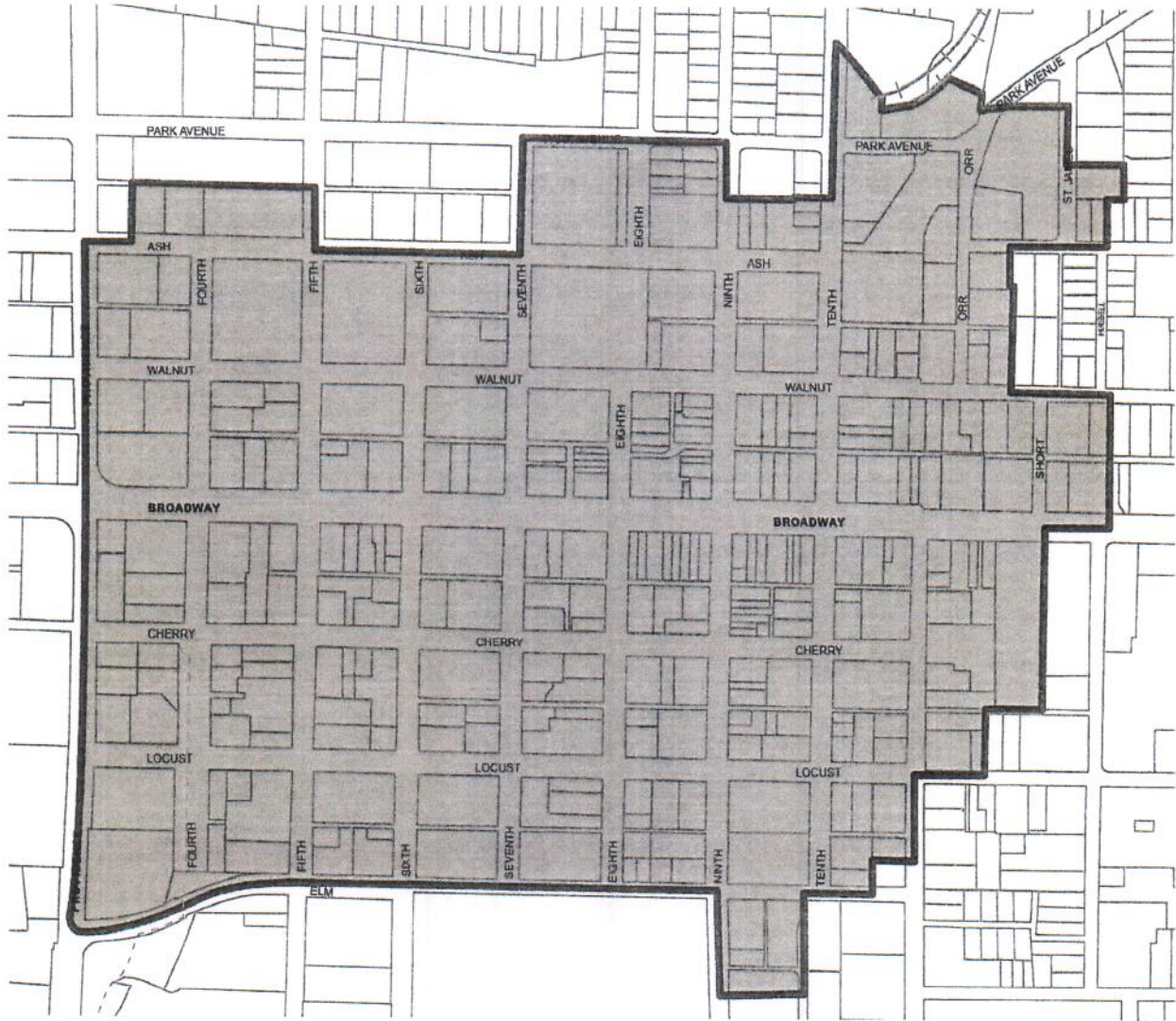


EXHIBIT B

Scope of Services - Cleaning

Block By Block will provide the following Environmental Maintenance Services in the Service Area. Block By Block will also provide a detailed monthly schedule of maintenance services.

The Clean Team will serve primarily as a custodial service with a secondary role as a public information resource to district visitors, workers, shoppers and residents. Unless otherwise specified, areas of responsibility for the Clean Team include all pedestrian public rights of way, the sidewalks from the building line to the curb and alleys adjoining benefiting properties of the District Area from the building line to the opposing building line. Activities of the Clean Street Team may include:

- **Manual Removal of Litter And Debris** - Removal of litter, trash, and debris, and extending a distance of 18 inches beyond the curb into the street or alley, by mechanical or manual means, including: all types of paper, cigarette packages and butts, leaves, gravel or rocks, cans, cardboard, boxes, plastic refuse, bottles, broken glass, beverage spills, urine, feces, vomit, and any dead animals.
- **Weed Control** - Killing and removal of weeds and grass. Contractor shall spray weeds as needed with chemicals meeting all Federal, State and Municipal laws and regulations. Contractor shall meet all licensing requirements imposed by Federal, State, or local authorities.
- **Mechanical Cleaning** - Using the District's mechanical cleaning devices to clean sidewalks and remove debris and litter from public pedestrian rights of way (including sidewalks, pedestrian skywalks and alleys) and tree wells. Specific Clean Team members shall be hired and trained by Contractor to be the primary operators of the mechanical cleaning devices. Only in the event of an extreme emergency should other members of the Clean Team be permitted to operate the machines.
- **Handbill Removal** - Removal of handbills, stickers, posters and similar items from utility poles, mail boxes, courier boxes, newspaper or magazine boxes and kiosks, public telephones, parking meters and other fixtures.
- **Graffiti Removal** - Remove or cover graffiti from the first floor of buildings facing or visible from public rights of way, and from utility poles, mail boxes, courier boxes, newspaper or magazine boxes and kiosks, public telephones, parking meters and other fixtures, within 24 hours after the graffiti appears (subject to any delay necessary to obtain consent of the owner of any

private property), using the least intrusive means available and approved by the property owner. Contractor will not perform graffiti removal on private property until the consent of the owner has been obtained. The District will aid Contractor in securing any necessary consent from the owner of any private property affected.

- **Power Washing** – Block by Block will carry out some scheduled power washing including dumpster areas as identified. Spills and stains will be dealt with in a quick and reasonable manner.
- **Special Projects** - Carry out a wide variety of special projects mutually agreed upon by the CUSTOMER and Block by Block. Such special projects include painting of fixtures (benches, light posts, etc.), power washing or any other project not requiring 'technical' expertise that can be carried out within reasonable methods or means by existing cleaning staff members.
- **Landscaping** - Limited landscaping services as requested by the CUSTOMER.

EXHIBIT C

Weekly Service Hours

All Season

Position	Hours	Primary Assignment	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total
Cleaning Ambassadors	7am-2:30pm	Manual Cleaning	8			8	8	8	8	40
	7am-2:30pm	Manual Cleaning	8	8	8			8	8	40
	Flex	Seasonal Special Projects	Flex							6
Operations Manager	FLEX	This is a 'Working Manager' who will provide special projects opportunities		8	8	8	8	8		40
Daily Totals			16	16	16	16	16	24	16	
Total Scheduled Weekly Hours										126



EXHIBIT D

Employee Average Wage Rates and Bill Rates

PRICING	Clean Ambassadors	Special Projects	Operations Manager
Pay Rate	\$ 11.00	\$ 11.00	\$ 23.54
FICA	\$ 0.84	\$ 0.84	\$ 1.80
WC	\$ 0.61	\$ 0.61	\$ 1.29
Liability	\$ 0.28	\$ 0.28	\$ 0.60
Unemployment	\$ 0.13	\$ 0.13	\$ 0.28
Subtotal	\$ 12.86	\$ 12.86	\$ 27.52
Weekly Hours	80.00	6.00	40.00
Annual Hours	4,160.00	312.00	2,080.00
Annual Billing	\$ 53,493.44	\$ 4,012.01	\$ 57,234.24
Overhead	\$ 4.85	\$ 4.85	\$ 4.85
Benefits	\$ 0.73	\$ 0.73	\$ 0.73
Profit	\$ 2.08	\$ 2.08	\$ 2.08
Bill Rate	\$ 20.52	\$ 20.52	\$ 35.17
Weekly Hours	80.00	6.00	40.00
Annual Hours	4,160.00	312.00	2,080.00
Annual Billing	\$ 85,352.14	\$ 6,401.41	\$ 73,163.59
ANNUAL BILLING			#####

EXHIBIT E

Capital Equipment

EQUIPMENT	OVERVIEW	SAMPLE
John Deer Gator with Watering Unit (1)	This piece of equipment is extremely versatile and can get into tight corners where a truck cannot. It will be equipped with a watering unit that can be used for pressure washing as well as landscaping in Columbia desires.	
Megabrute Container (2)	We'd like to have all of our Clean Ambassador be equipped with the MegaBrute Container. This will allow us to carry water with us and address spills and stains immediately. It can also be divided into separate containers that will allow us to recycle and create a clean and green program.	



Pricing Model Fiscal 2018/2019

PRICING	Clean Ambassadors	Special Projects	Operations Manager
Pay Rate	\$ 11.75	\$ 11.75	\$ 25.00
FICA	\$ 0.90	\$ 0.90	\$ 1.91
WC	\$ 0.65	\$ 0.65	\$ 1.38
Liability	\$ 0.30	\$ 0.30	\$ 0.64
Unemployment	\$ 0.14	\$ 0.14	\$ 0.30
Subtotal	\$ 13.74	\$ 13.74	\$ 29.23
Weekly Hours	80.00	-	40.00
Annual Hours	4,160.00	-	2,080.00
Annual Billing	\$ 57,140.72	\$ -	\$ 60,788.00
Overhead	\$ 5.34	\$ 5.34	\$ 5.34
Benefits	\$ 0.77	\$ 0.77	\$ 0.77
Profit	\$ 2.23	\$ 2.23	\$ 2.23
Bill Rate	\$ 22.08	\$ 22.08	\$ 37.57
Weekly Hours	80.00	-	40.00
Annual Hours	4,160.00	0.00	2,080.00
Annual Billing	\$ 91,845.44	\$ -	\$ 78,140.36
ANNUAL BILLING			\$ 169,985.80
Monthly Flat Bill Amount:			\$ 14,165.48

Proposed Pricing Changes

- Added a 3% wage increase for Operations Manager
- Added a \$0.50 increase per hour for Cleaning Ambassadors
 - o The proposed increase in Ambassador wage is in response to increased turnover rate in the district. Year to date 2018, we have experienced 266% turnover in the Ambassador staff due to higher wages offered elsewhere.
 - o We believe a higher starting wage will attract and retain a better workforce.
- Added ambassador parking cost to attract and retain ambassadors into downtown. The cost is mutually funded by Block By Block and The District.

Proposed Schedule

Position	Hours	Zone	Primary Assignment	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total
Cleaning Ambassadors	7am-3:30pm		Manual Cleaning	8			8	8	8	8	40
	7am-3:30pm		Manual Cleaning	8	8	8			8	8	40
Operations Manager	FLEX	ALL	This is a 'Working Manager' who will provide special projects opportunities		8	8	8	8	8		40
Daily Totals				16	16	16	16	16	24	16	
Total Scheduled Weekly Hours											120

Proposed Schedule Changes

- There are no proposed changes to the schedule for 2018/2019



Proposal for **PUBLIC SPACE JANITORIAL SERVICES** Downtown Columbia Community Improvement District



July 22, 2016

Submitted to:
Katie Essing,
Executive Director
The District
11 S. Tenth St.
Columbia, MO 65201

Submitted From:
Mark Lammon
Vice President of Business Development
Block by Block
640 South Fourth Street
Louisville, KY 40202
216-973-2217





July 22, 2016

Katie Essing
Executive Director
The District
11 South Tenth Street
Columbia, MO 65201

Dear Katie,

I can't believe it's been nearly a year since we started services in Columbia. To date, I've had the opportunity to visit dozens of cities and districts throughout the country and I have to admit, that Columbia still remains one of my favorite places. The unique character that comes from having a concentration of universities and the charm of the streetscape makes The District an amazing place to live, work, and play.

As we began to prepare for this proposal, we wanted to reflect on a few of the accomplishments of the district and items that were learned. Our initial proposal from you a year ago including bringing the Terracycle cigarette recycling program to Columbia. Now that it's been out on the street we feel it has been a huge success and has allowed our team to spend less time picking up pesky tiny cigarette butts and spend more time special projects and pressure washing.

We learned early on that recruitment was going to be an issue in Columbia. We were able to increase wages in order to be more competitive while not affecting the total cost of the program in the first year. This proposal includes that increase as well as a raise for the Operations Manager in order to comply with new federal overtime laws.

Within this proposal we've included six additional hours of special project time. These hours will be 'banked' throughout the year which will allow us to bring in seasonal help when needed. The District Ambassador program will continue to grow and evolve and increase its presence in The District each and every day.

We love being part of The District's story and look forward to continuing our role in it for many years to come.







Sincerely,

A handwritten signature in black ink that reads 'Mark Lammon'.

Mark Lammon
Vice-President

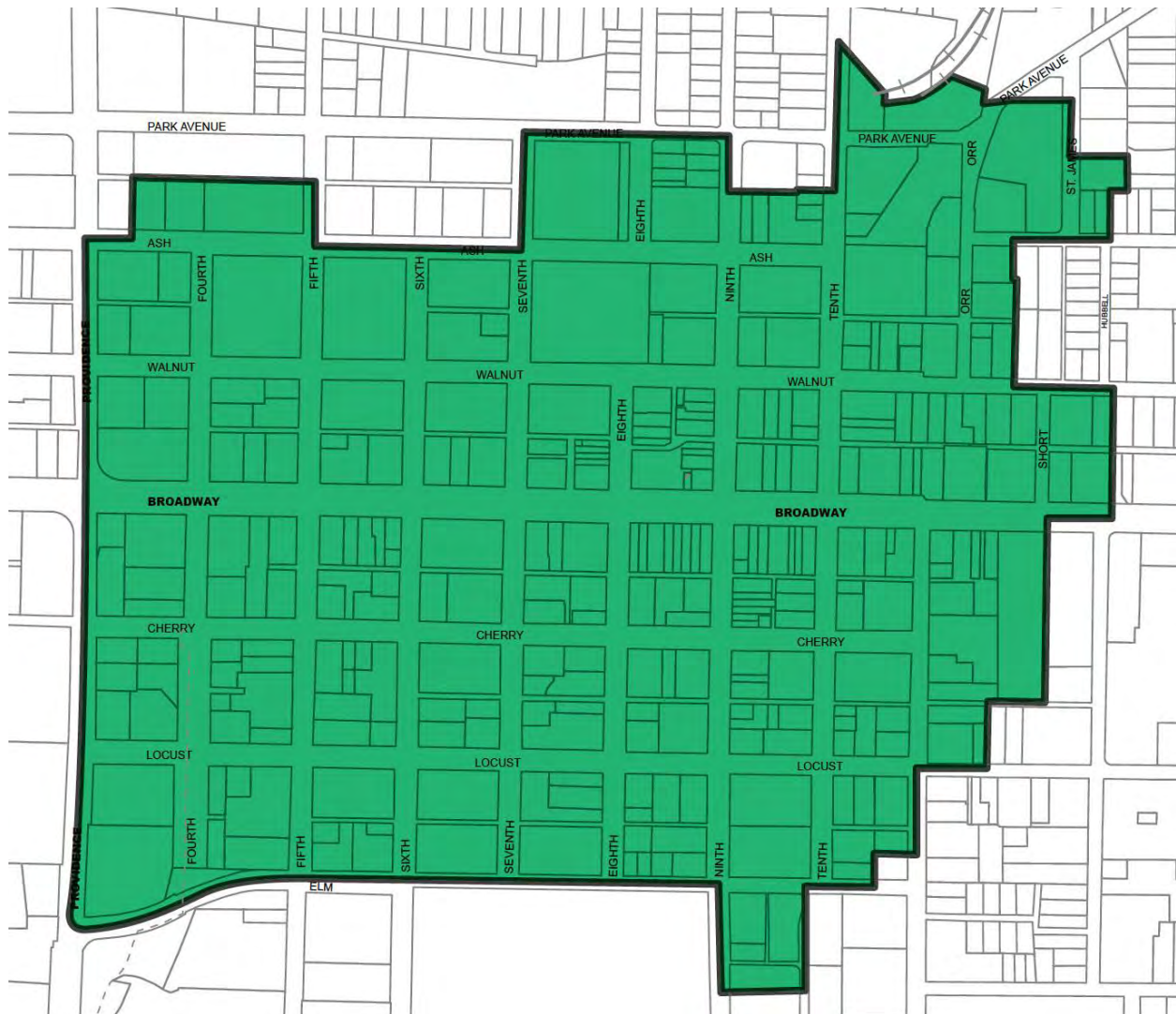
WHY BLOCK BY BLOCK

Delivering Clean and Safe services to over seventy districts across the country gives us the advantage of knowing what works and doesn't work in communities. Block by Block isn't just another janitorial or security company; we only do management districts and only provide AMBASSADORS.

-  **National Best Practices:** We know what works across the country from gum removal, homelessness, power washing and graffiti. We implement the best of what we see into your program locally. We're able to take ideas (like Demand Based deployment or gum removal), look at how your city functions and from there develop a tailored program that works best for your district.
-  **Economies of Scale:** Since we serve such a large volume of districts, we're able to leverage our purchasing power to get our customers the best possible price on everything from trash bags to uniforms. We purchase everything at wholesale price, saving our customer's money to provide more hours on the street.
-  **Risk Management** - Our team handles all workers compensation claims and OSHA issues. This provides a level of protection to our customers that cannot be offered if in-house. For example, just this year an ambassador in Minneapolis was injured by a reckless motorist resulting in a \$500,000 workers compensation claim. Being part of the Block by Block team means everyone shares this risk. The task of managing a significant risk of a claim can take hundreds of labor hours to handle.
-  **Corporate Support** - Our corporate support center allows our Operations team to spend more time on the street rather than handling logistics and paper work. Over the years we have developed a hiring process that gives us the best ambassadors in the field.
-  **Training** - Our ambassadors never stop learning about how to be the best. Each ambassador receives weekly, monthly and quarterly training that can be done via our web based system. We update our training on a regular basis to include the best practices from around the country. Just in the last three years we've spent over \$50,000 on developing specific training models just for ambassadors working in the public right away.
-  **We Know Columbia** - The work we've done in The District over the past year has given us significant experience to be the best provider of services. The knowledge of what is needed to make sure the needs of the district are met can only come from the team that has been on the ground doing the work since day one. Our team has become a part of the experience of being in The District and is highly regarded by the community.

DEPLOYMENT

As we initially thought about deployment when we first started service to Columbia, we had to turn our normal spring, summer, and fall scheduling upside down. While the vast majority of cities experience summer visitor season, Columbia's busiest seasons are when the universities are in session. On top of this, it's often when the weather is at its best that Columbia has lower pedestrian counts. However after we initially started we realized that we need some flexibility with being able to staff some season special projects in the peak season of visitor traffic.



DEPLOYMENT SCHEDULE

The following deployment table includes six additional hours of flexible special projects hours. These hours will be banked to allow us to complete special projects with part-time individuals throughout the season.

All Season

Position	Hours	Primary Assignment	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total
Cleaning Ambassadors	7am-2:30pm	Manual Cleaning	8			8	8	8	8	40
	7am-2:30pm	Manual Cleaning	8	8	8			8	8	40
	Flex	Seasonal Special Projects	Flex							6
Operations Manager	FLEX	This is a 'Working Manager' who will provide special projects opportunities		8	8	8	8	8		40
Daily Totals			16	16	16	16	16	24	16	
Total Scheduled Weekly Hours										126

CLEANING SERVICES

LITTER

Debris will be removed from sidewalks, alleys and street gutters. Debris includes:

- Loose trash
- Cigarette butts
- Sediment and loose rock

WEEDS

Weeds will be removed from sidewalk cracks and building lines.

- Isolated weeds will be pulled while Ambassadors are on manual cleaning patrol.
- Areas of widespread growth will be removed by spraying and cutting or by using a weed eater.

GRAFFITI

Graffiti will be removed immediately upon identification from public fixtures such as light posts, utility boxes and signs using the least evasive methods possible. Our methods of graffiti removal include wiping with graffiti removal chemicals, scraping, painting or power washing.

Graffiti identified on private property will be reported using a Property Condition Report. We can work with your organization to develop a desired protocol for graffiti on private property. In most cases our Operations Manager makes contact with the property owner to request permission to remove. Once a "Release" form has been signed, our team can remove the graffiti on the first floor of private property.

ATTENTION TO DETAIL

While on normal cleaning rounds Ambassadors will be trained to tend to nearly every detail they might encounter in the public right of way to include:

- Damp wipe public fixtures, such as trash can lids, to create a clean appearance
- Damp wiping and inspecting the inside of fixed news rack corrals for litter and debris
- Inspecting free publication boxes to make sure litter or other items are not placed inside

POWER WASHING

Block by Block will provide selective power washing in the district:

- **Spot Washing** - we will work to immediately address unsightly spills and stains in the district including around dumpsters and under trash cans. This will include the alleys as mentioned in the RFP.

Additionally, our cleaning crews will carry several gallons of water with them on their cleaning carts. This will enable them to wash down stains without having to call the power washer out to service.

SPECIAL PROJECTS

Special projects will be initiated to tackle issues that are overlooked or not addressed by the city due to limited resources. Special project opportunities include:

- Painting of street fixtures to include utility boxes, benches, light poles, etc.
- Thorough cleaning of tree wells
- Power washing and repair of waste cans
- Thorough scrubbing and cleaning of street fixtures
- Any other task as specified
- Removing of cigarette butts as needed.

HOSPITALITY SERVICES

All Ambassadors will be selected based on their willingness and ability to interact with the public. Once hired they will be trained and expected to recognize hospitality needs in order to provide a greeting, directions, recommendations or to answer any question the public might have.

IMPLEMENTATION TIMELINE

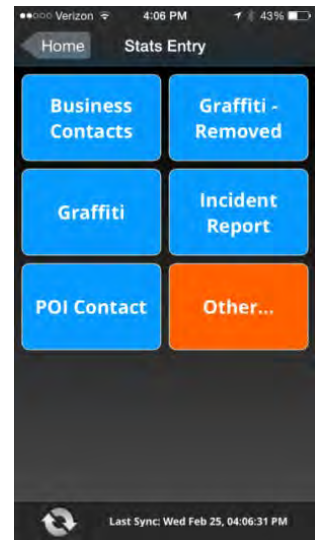
Since Block by Block is the current vendor for The Downtown Community Improvement District, the program can operate immediately with no start-up time. Therefore we did not submit a implementation timeline for review.

REPORTING

For an Ambassador Program to consistently evolve and respond to the changing conditions of Downtown, it must have meaningful data that can help the Operations Manager make informed decisions. After surveying nearly every third party reporting system available, Block by Block came to the conclusion that none of these system was specifically engineering to provide metrics about downtown districts. That’s why we developed the Statistics Management Ambassador Reporting & Tracking System or SMART.

The SMART System is provided for FREE to all of our customers. Using an iPhone or iPad, Ambassadors enter all of their statistics using an intuitively developed interface that avoids the appearance that they are texting.

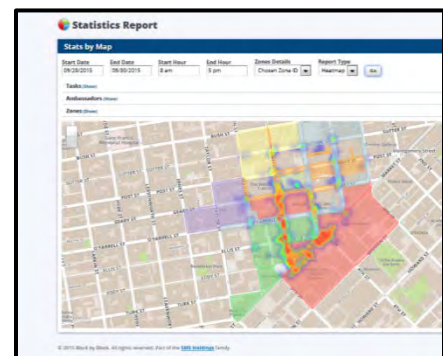
The SMART System provides a vast array of information to you as well as our corporate support team. Some of the many features of the SMART System include:



- 📍 Board Ready reports to that provide a quick and easy reference to the most common statistics.
- 📍 Property condition and code enforcement reporting that can be integrated into the city’s infrastructure reporting system.
- 📍 Incident report database that details all the information about a particular occurrence that has happened on downtown streets. This system can be programed to alert the Management District to any high level issues with an automatic notification feature.
- 📍 Activity tracking of all the Ambassadors which can be filtered by zone, hour, and shift. We can use this information to provide quality assurance as well make deployment adjustments.
- 📍 Equipment tracking including when maintenance prompts to ensure the maximum life span of the tool.
- 📍 Business Contact database that is updated when the Ambassador makes a routine stop at a street level business. If that business is having an issue the Ambassador can forward that report to the appropriate staff person at The District.

MAPPING

A map is worth a thousand words, that’s why Block by Block introduced mapping technology into the SMART system in 2015. The system, without the need for costly data plans, is able to provide incident mapping, heat mapping, and walk route maps. These maps can be used to ensure Ambassadors are patrolling and cleaning their correct routes, as well as provide information to stakeholders where incident are occurring downtown.





COMPANY INFORMATION

1. FIRM NAME AND ADDRESS

Mydatt Services Inc. d.b.a. Block by Block
640 South Fourth Street
Louisville, KY 40202

Blair McBride, President
bmcbride@blockbyblock.com
(502)664-5590

Derreck Hughes, Vice President of Operations
dhughes@blockbyblock.com
(502)592-3263

Mark Lammon, Vice President of Business Development
mlammon@blockbyblock.com
(216)973-2217

PRINCIPLES: Company Wholly Owned by SMS Holdings, based in Nashville, TN

2. OFFICE LOCATIONS

Our **national office** is located at:

640 South Fourth Street
Louisville, KY 40202

Our national **Corporate Support Center** is located at:

7135 Charlotte Pike
Nashville, TN 37209

3. PARENT COMPANY

SMS Holdings Corp

4. NUMBER OF YEARS IN BUSINESS

SMS Holdings Corp- 27 Years
Block by Block - 13 years
First District - 20 years (previously operated as part of sister company, Brantley Security)

5. FEDERAL TAX ID NUMBER

31-1332763

6. LEGAL STRUCTURE

Mydatt Services Inc., d.b.a. Block by Block is a privately held corporation and is fully owned by SMS Holdings. SMS gives Block by Block autonomy in all decision making and strategic planning.

7. FINANCIAL STABILITY

SMS Holdings has a strong financial position. All growth is financed internally.

8. LICENSES AND PERMITS & TAXES

Block by Block is licensed to do business in the state of Missouri. It is current on all federal, state, and taxes withholdings and unemployment insurance payment.

9. INSURANCE

Block by Block will maintain the following insurance while providing services under contract with your organization:

- Commercial General Liability Insurance including Broad Form Property Damage, Premises Operation Coverage, Products and Completed Operations, Contractual Liability, Independent Contractors Liability and Personal Injury. The aforementioned shall be written for a combined single limit of \$1,000,000 and Occurrence, \$1,000,000 Personal Injury and \$3,000,000 General Aggregate.
- Worker's Compensation Insurance covering all persons employed by Block by Block in the performance of services to your organization; employer liability insurance with \$1,000,000 minimum limit each accident; \$1,000,000 policy limit; \$1,000,000 each employee.
- Automobile Liability Insurance liabilities for Bodily Injury and Property Damage applying to owned, non-owned, and hired automobiles for a combined single limit of \$5,000,000.
- Umbrella Liability Insurance applying excess of Coverage A and C for a combined single limit of \$5,000,000 each occurrence and \$5,000,000 annual aggregate.

10. CLAIMS

Block by Block only has had claims resulting from normal day to day operations. There are no claims pending that would impact our ability to deliver services to The District.

11. BANKRUPTCY

Block by Block, nor its parent company, SMS Holdings Corp, has ever filed for any type of bankruptcy protections.

12. ANNUAL REVENUES

Block by Block has maintained annual revenue of \$45 Million each year for the last three years.

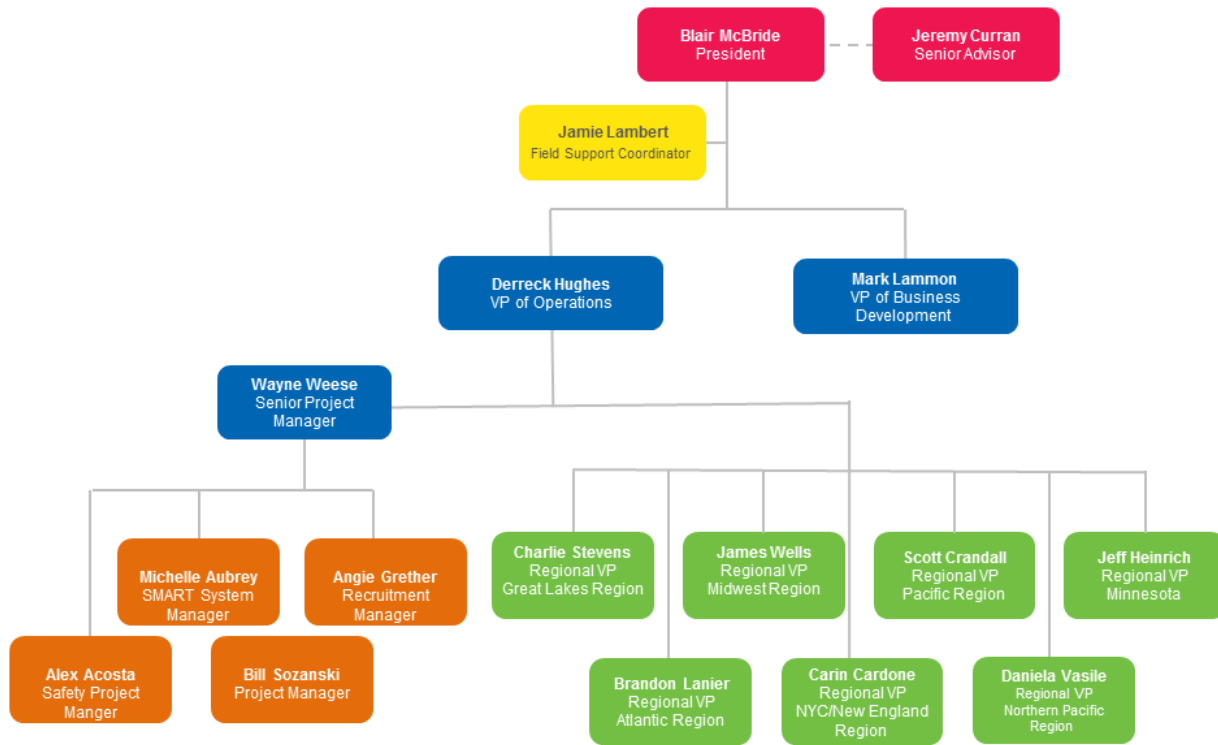
13. EMPLOYEES

Block by Block has an average of 1,300 employees across the country depending on seasonality. This includes our corporate staff.

14. SUBCONTRACTORS

Block by Block will not use any subcontractors for our work in Columbia.

CORPORATE STAFF MEMBERS



Block by Block knows that exceptional personnel are essential to the delivery of exceptional services. Block by Block employs professionals who have achieved distinction in their field through years of experience within a variety of organizations. These professionals, possessing both administrative and operational expertise, are directly involved in the phase-in, ongoing management, and administration of our programs. Staff members with direct oversight of company operations are identified below:

BLAIR MCBRIDE, PRESIDENT

Biographical Info

Blair McBride has been employed by Block by Block and its parent company since 1995. Mr. McBride has held many key supervisory and management positions during progression through the ranks with Block by Block, having served most recently as Business Development Manager in addition to Operations Manager, Quality Assurance Manager, and Project Director. Mr. McBride has vast experience in developing, implementing and managing customers and employees alike. During his tenure serving as the HR director of Brantley Security, he was instrumental in the development and implementation of systems by which to recruit and retain personnel, thereby increasing the skill level and overall quality of our company's workforce.

Mr. McBride holds a Bachelor of Science in Business Administration with concentrations in Management and Marketing from the University of Louisville. Mr. McBride is an active member in the International Downtown Association (IDA) and served six years on their Board of Directors along with various committees.



Role and Responsibilities

On a daily basis, Blair guides and oversees our strategic direction and planning initiatives at a company level. He also services as an internal consultant to the Vice President of Operations and the Regional Vice Presidents under his direction. Blair also maintains close contact with each customer to gauge satisfaction and provide direction to the Regional VPs based on feedback received from customers.

We are sure you will find Blair to be hands on in respect to making continual progress within each of our programs and by developing corporate initiatives that will affect all Block by Block programs. Blair spends a vast amount of time traveling to Block by Block accounts to interact with customers, providing guidance in the continual evolvement of individual programs and conducting quality assurance audits.

DERRECK HUGHES, VICE PRESIDENT OF OPERATIONS

Biographical Info

Derreck, much like many other members of our Corporate Staff, have 'grown up' with the organization. Derreck first came to work with Block by Block at the age of twenty as a Security Officer, assigned to one of Brantley Security's most high profile, class 'A' office complexes. It wasn't long before Derreck proved he had the special mix of knowledge of our business, effective leadership, initiative, and personality. These traits allowed him to advance rapidly to an Account Manager, then an Operations Supervisor with Block by Block in downtown Louisville, then on to the rank of an Operations Manager overseeing Block by Block's safety, cleaning and transportation programs in Branson, MO.

In November of 2007, Derreck was promoted to the level of Project Manager and relocated back to Louisville. It didn't take long for Derreck to make a huge impact demonstrating his leadership abilities and business acumen on several projects. When the position of Regional Vice President for the Pacific Region was created Derreck was an obvious fit for the position.



During his nearly three years of overseeing Block by Block's west coast operations not only did Derreck solidify operations of each of the programs under his direction, but he developed solid relationships with customers. His active, hands on involvement with each program ensured that the programs not only met expectations, but continually evolved.

Role and Responsibilities

In his current role Derreck will be responsible for providing oversight and support to the four Regional Vice Presidents. Derreck will be actively involved in not only daily operations and projects, but he will be active in customer relations. Derreck will also serve as an internal consultant evaluating the quality of operations and making recommendations for improving the effectiveness of each program.

MARK LAMMON, VICE PRESIDENT OF BUSINESS DEVELOPMENT

Biographical Info

Mark joined Block by Block in 2014 and brings nearly a decade of downtown management experience to the company. Prior to his current role, Mark was the Director of Operations for Downtown Cleveland Alliance, a Business Improvement District covering 105 blocks and over 60 employees. In addition to day to day operations, Mark was the liaison between the business community and the City of Cleveland, providing guidance and insight on infrastructure projects and safety issues.

In 2012, Mark took on the additional role as President of Flats Forward, a community development organization tasked with rebuilding Cleveland's waterfront district. This turned out to be a very difficult but rewarding challenge as it necessitated getting vastly differing land users to come together for a unified vision of the district. In the end, owners of a steel mill, residents, recreation groups, restaurants, and even ship captains developed a land-use plan that is now in use for the district's redevelopment.



Even though he is no longer with the Alliance, Mark still serves as Board Chairman of Frontline Service, Cuyahoga County's delivery organization for homeless mental health services. Through his leadership, the county continues to provide additional permanent supportive housing units and is expanding its rapid rehousing program to prevent chronic homelessness.

Role and Responsibilities

In his current role, Mark is responsible for developing and advising new Block by Block programs across the country and providing best practices to those currently with the Block by Block family.

REGIONAL VICE PRESIDENTS

The first of the two primary functions of each of our Regional Vice Presidents is to make sure each Operations Manager and program has the tools, knowledge and other resources necessary to perform. The second is the role of ensuring a high level of quality within each program. The focus on this role has allowed us to not only meet customer expectations, but develop new programs and initiatives to exceed customer expectations.

Your Regional Vice President will be involved in the ongoing daily operations of your program once and will provide ongoing coaching and quality assurance to make sure the program exceeds expectations. The Regional Vice President will conduct quality assurance evaluations each quarter, establish associated short term objectives, develop an annual Strategic Operating Plan, provide budget oversight and maintain close contact with your staff.



JAMES WELLS, REGIONAL VICE PRESIDENT, SOUTHEAST

Prior to joining the Block by Block corporate staff in November 2005, James served as the Operations Manager for the Louisville Downtown Management District program. In this role James oversaw a fifteen person staff who provided a superior level of service to our customer and our community in Louisville. James led the adaptation of services for downtown as it evolved into an 18-hour, seven day a week downtown with the evolution of Louisville's downtown entertainment district. James attention to detail and creativity helped secure the respect of his peers, which will undoubtedly allow him to excel in his new position.

Prior to coming on board with Block by Block, James served in production management for a large size printing company in the Louisville area. In this role he worked in a variety of environments and gained a significant amount of management experience. James holds a Bachelor's of Science in Marketing from Indiana University.

COMPENSATION & BENEFITS

WAGES

The following wages are based upon the current pay structure for The District Ambassador Program. We increased our wages during the start-up of the program in order to better recruitment.

Position	Start	After 90-Days	After 1 Year
Ambassadors	\$ 10,350.00	\$ 11.00	\$ 11.50
Operations Manager	\$ 47,800.00	\$ 48,000.00	\$ 49,680.00

BENEFITS



The following information outlines our standard benefits program.

Immediately

BENEFIT	OVERVIEW
Paid Holidays	Employees will receive holiday pay for New Years, Memorial, Independence, Labor, Thanksgiving, and Christmas days.
Weekly Pay	At the continual request of employees, Block by Block pays weekly on Tuesday
Direct Deposit	Employees can have their weekly pay check deposited into their bank account(s) of choice
Health Insurance	Group membership with Blue Cross and Blue Shield, which is a traditional health plan, not the mini-med plan typically provided by other vendors. This is the same health plan provided to all Block by Block employees - managers and front line employees alike. We pay 70% of the premium while the employee pays 30%.
Dental Insurance	Group membership is with Delta Dental. Block by Block pays 70% of the premium, while the employee pays 30%.
Life Insurance	\$20,000 of free life insurance is provided to employees who participate in the company sponsored health insurance plan.
Paid Time Off	Paid time off is available after one year's worth of employment.
Birthday Pay	All full and part time employees receive their birthday as a paid day off.
401K Plan	Employees may contribute to the company sponsored plan.

EQUIPMENT & UNIFORMS

The current equipment for CID Ambassador Program is listed. WE are recommending continuing to use this equipment.








EQUIPMENT	OVERVIEW	SAMPLE
<p>John Deer Gator with Watering Unit (1)</p>	<p>This piece of equipment is extremely versatile and can get into tight corners where a truck cannot. It will be equipped with a watering unit that can be used for pressure washing as well as landscaping in Columbia desires.</p>	
<p>Megabrute Container (2)</p>	<p>We'd like to have all of our Clean Ambassador be equipped with the MegaBrute Container. This will allow us to carry water with us and address spills and stains immediately. It can also be divided into separate containers that will allow us to recycle and create a clean and green program.</p>	
<p>2-Way Radios</p>	<p>All of our ambassadors will be equipped with a 2-way radio connected to each other. In addition we want Downtown Columbia to have a radio as well so they can communicate easily with the Ambassadors.</p>	
<p>iPod Touch</p>	<p>We believe a critical function of Ambassadors will be to track individual interactions with persons of interest in the district. For this reason we will issue each of them an iPod Touch, which will run our SMART System application. Additionally, the Ambassadors will be able to document incidents, maintenance issues, and enter details of equipment usage through the SMART System on the iPods.</p>	
<p>Cell Phones</p>	<p>One cell phone is recommended as part of the program.</p> <ul style="list-style-type: none"> ▪ Operations Manager - would have a dedicated iPhone, and would be required to respond to program needs during working and non-working hours (The current cell phone will be used) 	

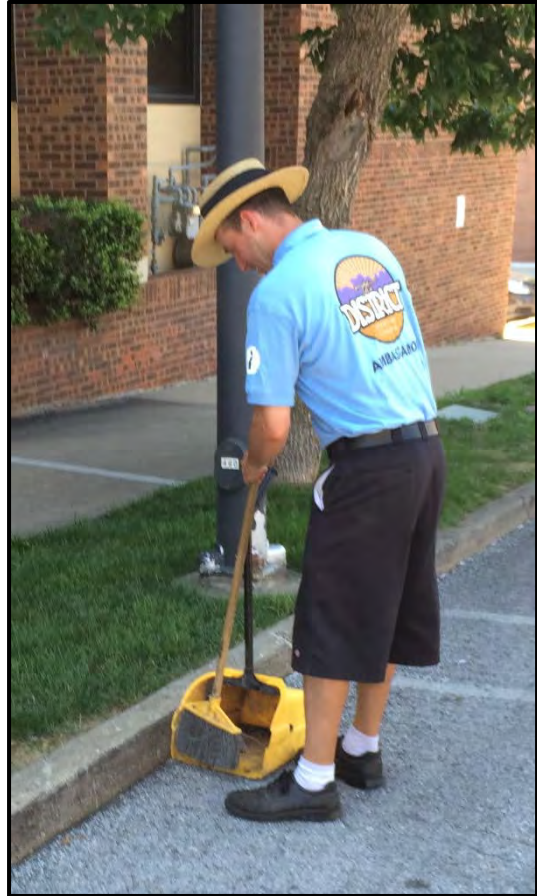
UNIFORMS

It's important that uniforms are highly visible so the community knows who is providing the services to the district. They help brand to the Community Improvement District association. Our current uniform includes polos with The District logos, information 'i', work shorts for the summer and pants when the wear dictates that we need it. The district also has distinct brim that hats that help the public recognize who that are as Ambassador. We are recommending continue with the current uniform elements.

CLEANING SUPPLIES




The environment is important to everyone and we do our part to ensure that our Ambassador Programs have the least amount of impact on the planet. That's why we use only green and biodegradable cleaning products. This not only saves the planet but protects our employees as well. Besides our mentioned mechanical equipment, we also use:

-  Bio-degradable all-purpose cleaner for whipping down fixtures
-  Green Graffiti Remover
-  Buckets and Brooms
-  Small gardening tools to remove weeds
-  Water and vinegar to stop the growth of moss on sidewalks
-  Paint for covering graffiti
-  Small sprayer containers for rinsing spills and stains






REDUCING CARBON FOOTPRINT

The very nature of the work that we do has a low impact on the environment because we perform much of this work manually. Some of the other ways that we reduce our program's carbon footprint include:

-  Using small utility vehicles instead of full size pick-ups trucks. The program in Columbia currently uses a John Deere Gator which uses significantly less fuel, thereby releasing less carbon emissions.
-  Encouraging our employees to use public transportation and biking to work.
-  Reducing our use of paper reports and switch to digital reporting as possible.

REFERENCES

We operate in over 80 districts across the country, feel free to reach out to any of them!

DOWNTOWN SOUTHBEND	
	<p>Serving Since: February 2006 Ambassadors: 6 Contract: \$260,000 Contact: Aaron Peri, Executive Director Phone: (574) 282-1110 Website: www.downtownsouthbend.com Services Provided: Environmental Maintenance, Supplemental Safety, Hospitality Services, Landscape Services</p>
DOWNTOWN YAKIMA	
	<p>Serving Since: July 2012 Ambassadors: 3 Contract: \$161,400 Contact: Sean Hawkins Phone: (509) 575-6005 Website: www.downtownyakima.com Services Provided: Environmental Maintenance</p>
DOWNTOWN DULUTH	
	<p>Serving Since: December 2004 Ambassadors: 6 Contract: \$280,000 Contact: Kristi Stokes, President Phone: (218) 727-8549 Website: www.downtownduluth.com Services Provided: Supplemental Safety, Hospitality Services</p>

COST SUMMARY

The following budget takes into account all of the proposed changes we've made to the program including increase in wages for the Ambassadors and a salary increase for the Operations Manager. We've also added a seasonal special projects position in order to perform more work during peak time.

PROGRAM BUDGET

PRICING	Clean Ambassadors	Special Projects	Operations Manager
Pay Rate	\$ 11.00	\$ 11.00	\$ 23.54
FICA	\$ 0.84	\$ 0.84	\$ 1.80
WC	\$ 0.61	\$ 0.61	\$ 1.29
Liability	\$ 0.28	\$ 0.28	\$ 0.60
Unemployment	\$ 0.13	\$ 0.13	\$ 0.28
Subtotal	\$ 12.86	\$ 12.86	\$ 27.52
Weekly Hours	80.00	6.00	40.00
Annual Hours	4,160.00	312.00	2,080.00
Annual Billing	\$ 53,493.44	\$ 4,012.01	\$ 57,234.24
Overhead	\$ 4.85	\$ 4.85	\$ 4.85
Benefits	\$ 0.73	\$ 0.73	\$ 0.73
Profit	\$ 2.08	\$ 2.08	\$ 2.08
Bill Rate	\$ 20.52	\$ 20.52	\$ 35.17
Weekly Hours	80.00	6.00	40.00
Annual Hours	4,160.00	312.00	2,080.00
Annual Billing	\$ 85,352.14	\$ 6,401.41	\$ 73,163.59
ANNUAL BILLING			\$ 164,917.14

Block by Block Ambassador Budget		
Category	Total	%
Labor (includes payroll taxes)	\$ 114,739.69	69.6%
Benefits (health, dental, life, vacation)	\$ 4,801.34	2.9%
Labor Related (background checks, recruiting, awards, etc.)	\$ 1,830.00	1.1%
Uniforms	\$ 3,465.00	2.1%
Equipment	\$ 8,927.10	5.4%
Equipment Related (maintenance and fuel)	\$ 4,207.00	2.6%
Janitorial Supplies	\$ 3,500.00	2.1%
Cell Phones	\$ 540.00	0.3%
Office Supplies & Printing	\$ 200.00	0.1%
Miscellaneous	\$ 500.00	0.3%
Administrative Support (mgmt, travel, postage, etc.)	\$ 8,590.00	5.2%
Profit (9.0% of total)	\$ 13,617.01	8.3%
TOTAL	\$ 164,917.14	100.0%



ATTACHMENT

CERTIFICATE OF GOOD STANDING

STATE OF MISSOURI



Jason Kander
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JASON KANDER, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

MYDATT SERVICES, INC.

using in Missouri the name

MYDATT SERVICES, INC.
F00421866

a OHIO entity was created under the laws of this State on the 31st day of January, 1996, and is Good Standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 18th day of August, 2015.


Secretary of State

Certification Number: CERT-08182015-0004

