



REGULAR BOARD MEETING
Downtown Development Authority
Tuesday, February 16, 2021
8:30 AM
300 Clematis Street
Suite 200
West Palm Beach, FL 33401

CALL TO ORDER

Robert Sanders

PUBLIC COMMENTS AND QUESTIONS

EXECUTIVE DIRECTOR REPORT

Raphael Clemente

PRESENTATIONS

CONSENT CALENDAR (Action Required)

Robert Sanders

- Minutes of Regular Board Meeting January 19, 2020
- Financial Statements of January 31, 2020

OLD BUSINESS (Action Required)

- Branding Update
- Security Ambassador Program Salary Adjustment

Teneka James-Feaman

Raphael Clemente

NEW BUSINESS (Action Required)

- Advertising Plan 2021
- Grant Applications

Teneka James-Feaman

Teneka James-Feaman

ANNOUNCEMENTS

ADJOURNMENT



MINUTES
Regular Board Meeting
Downtown Development Authority
Tuesday, January 19, 2020
300 Clematis Street, Suite 200
West Palm Beach, FL 33401
Zoom Webinar

<https://us02web.zoom.us/j/83304310249>

DIAL IN: 1-929-436-2866 US

WEBINAR ID: 833 0431 0249

ATTENDANCE

Board Members in attendance included Chairman Robert Sanders, Vice Chairman Rick Reikenis, Lisa Gerard, Mary Hurley Lane, William Jacobson, Cynthia Nalley, and Upendo Shabazz (via Zoom). DDA staff in attendance included Raphael Clemente, and Walter H. Porr, Jr., Esq. (Lohman Law Group). DDA staff in attendance via Zoom included Catherine Ast, Michelle Barascout, Tiffany Faublas, Teneka James-Feaman, Sherryl Muriente, Shelly Williams, and Samantha Moore. Guests in attendance via Zoom included, Lt. Greg Rideau, Sharon Persaud, and Ann Marie Puente.

CALL TO ORDER

Chairman Sanders called the meeting to order at 8:32 a.m.

PUBLIC COMMENTS

No public comments.

EXECUTIVE DIRECTOR REPORT

Clemente celebrating 15 years with the DDA this month and expressed his gratitude to the board and staff.

PRESENTATIONS

The History of SunFest

After last months discussion with SunFest, Reikenis wanted to share the history of SunFest since the inception and how it has positively impacted the City of West Palm Beach over the last 38 years. The Board shared their experiences with SunFest throughout the years and what they hope to see for the event moving forward.

CONSENT CALENDAR

Minutes of Regular Board Meeting December 15, 2020

Board Action: **Reikenis made a motion to approve the Minutes of December 15, 2020 Regular Board Meeting. Shabazz seconded the motion.** The motion passed unanimously.

Financial Statements of December 31, 2020

Board Action: **Reikenis made a motion to approve the Financial Statements of December 31, 2020. Shabazz seconded the motion.** The motion passed unanimously.

OLD BUSINESS

No old business.

NEW BUSINESS

314 Clematis Update

Clemente provided an update on the status of 314 Clematis project. Streetsense has been contracted to provide a Market Study and study of the space to understand the needs of the space and what type of tenants will fill the demand of the market. Based on the study and what the space will need, a local Architect will be selected to complete streamlined design. The plan is hopefully to be in the permitting phase in the in about 3 months.

Jacobson asked what the plan is for advertising the opening of the space. Muriente stated that a budget has been allocated for marketing during construction phase to create a buzz of what's coming soon as well as a budget for a grand opening.

Security Ambassador Program Salary Adjustment

In November of 2020 the City of West Palm Beach entered a contract for security services with PSC Security, the same contractor that provides security services to the DDA. Within the City's contract with PSC is a clause that mandates the payment of a "living wage", defined as an amount not less than \$15 per hour. Within the DDA's most recent contract for services with PSC provides billing rates that do not allow for the payment of a "living wage" and as such, the PSC employees that provide services under the DDA contract are underpaid in comparison to their counterparts working under the City contract.

Though it has not been standard practice to include a "living wage" provision in contracts for services with private companies, in this case it seems prudent to adjust wages for PSC employees working under the DDA's contract to reflect those of identical positions under the City's contract to not create a disparity within what is intended to be a seamless program providing security coverage throughout the area.

Based on current wages paid to security ambassadors working for PSC under contract to the DDA, the fiscal impact of the proposed adjustment is approximately \$200,000 annually. The proposed increase to the Security Budget would be funded with carryforward funds following the completion of the FY 2020 audit and the adoption of an amended FY 2021 budget.

Clemente shared the PSC New Hire Training Program with details of training required and when it is required to be completed. All security officers also must hold a Class D security license. He then reviewed the current billable hours, billing rates and pay rates for the positions the DDA currently funds.

Staff requested board approval to increase the budget for security for the current fiscal year from \$565,369 to \$765,369 to allow for the increase of wages of security ambassadors. This would allow for wages to increase for the 2021 calendar year, retroactive to January 01, 2021.

The board discussed the program and ways it can be improved. They recommended an increase in compensation should be tied to performance and that the contract changes should include added measures to monitor, track, improve performance and clearly define expectations. The board also asked to review the scope of the city's contract compared to ours regarding the pay scale.

Board Action: Reikenis made a motion directing staff to proceed with salary adjustments and address board concerns regarding expectations and training requirements; contract amendments must be brought back for approval. Gerard seconded the motion. The motion passed unanimously.

Resolution No. 01-2021 Supporting City Ordinance

Downtown has experienced conduct damaging to aesthetic beauty, public health, and safety. Such conduct includes panhandling and soliciting, camping/sleeping in public areas, public indecency, urination, and defecation. This has become a systemic problem that threatens the use and enjoyment of the Downtown, threatens the well-being of residents and visitors, and places the profitability of businesses at risk.

On December 14, 2020, the City Commission approved the first reading of an ordinance addressing the above-mentioned behaviors and activities in Downtown, amending the City's Code to prohibit these types of conduct. Upon second reading on December 28, 2020, a key provision that prohibits sleeping or camping in public spaces within Downtown was removed from the language of the ordinance.

The City Commission will be revisiting this ordinance at an upcoming Commission meeting. The DDA has long advocated for these specific changes to City ordinances. Staff proposed the passage of a resolution by the Board expressing the DDA's support for the inclusion in the ordinance of sleeping in public and semi-public spaces in Downtown, as well as the storage of personal items and sleeping materials in public or semi-public spaces in Downtown.

Nalley read Resolution No. 01 – 2021 title for the record.

Board Action: Nalley made a motion to Resolution No. 01-2021. Reikenis seconded the motion. The motion passed unanimously.

ANNOUNCEMENTS

No announcements.

ADJOURNMENT

There being no further business to discuss, Sanders called for a motion to adjourn.

Board Action: Reikenis made a motion to adjourn the meeting at 9:57 a.m. Jacobson seconded the motion. The motion passed unanimously.

West Palm Beach Downtown Development Authority
Balance Sheet
January 31, 2021

ASSETS

Current Assets

PNC Bank Operating	6,979,995
Seacoast Bank - Money Market	159,383
Petty Cash	50

Total Current Assets 7,139,428

Other Assets

Lease Security Deposit	23,000
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Total Other Assets 23,000

Total Assets 7,162,428

CURRENT LIABILITIES

Due to Lincoln National	(241)
Vision Premium Payable	0
Flexible Spending Withholding	(478)
Suppl Med Ins. Premium Payable	380
	<u>(339)</u>

Fund Balance	3,627,212
Net Income	3,535,555

Total Fund Balance 7,162,767

Total Liabilities and Fund Balance 7,162,428

No CPA provides any assurance on these financial statements.

West Palm Beach Downtown Development Authority

Statement of Revenues And Expenditures

January 31, 2021

			Gross Annual	Budget	Work Plan	Trolley	Marketing	Security	Incentives
	Month	Year-to-Date	Budget	%	Y-T-D	Services	Y-T-D	Y-T-D	Y-T-D
Current Year Revenues - Schedule 1	2,703,578	4,757,847	4,933,242	96.4%	2,469,146	607,332	1,081,000	450,369	150,000
Expenditures									
Business Development - Schedule 2	69,955	186,845	1,034,982	18.1%	62,526				124,319
Public Realm Maintenance - Schedule 3	79,673	333,277	1,168,600	28.5%	333,277				
Marketing/Public Relations- Schedule 4	64,667	120,623	1,667,000	7.2%	0		120,623		
Neighborhood Services - Schedule 5	50,773	160,415	1,364,961	11.8%	751	18,833		140,831	
General Office - Schedule 6	5,202	16,898	126,300	13.4%	16,898				
Operations - Schedule 7	1,111	7,398	35,800	0.0%	7,398				
Professional Services - Schedule 8	3,323	4,566	196,000	2.3%	4,566				
Total Personnel Expense	81,606	290,126	875,285	33.1%	290,126				
Insurance Expense	0	30,268	0	0.0%	30,268				
Rent Expense	13,152	58,001	190,000	30.5%	58,001				
Tax Collection	0	7,767	18,000	43.2%	7,767				
Travel and Training	4,800	6,109	15,000	40.7%	6,109				
Reserves	0	0	313,018	0.0%					
Total Expenditures	374,262	1,222,293	7,004,946	17.4%	817,687	18,833	120,623	140,831	124,319
Current Year Surplus (Deficit)	2,329,316	3,535,554	(2,071,704)		1,651,459	588,499	960,377	309,538	25,681
DDA Carryforward	305	61,855	380,000	16.3%	61,855	0	0	0	0
CRA Carryforward	153,144	495,094	1,727,500	100.0%	135,369	18,833	101,573	115,000	124,319
Total Carry Forwards	153,449	556,949	2,107,500	0.0%	197,224	18,833	101,573	115,000	124,319
Net Total Surplus (Deficit)	2,482,765	4,092,503	35,796		1,848,683	607,332	1,061,950	424,538	150,000

No CPA provides any assurance on these financial statements.

Supplemental Schedules
January 31, 2021

SCHEDULE 1 - CURRENT YEAR REVENUES

Current Year Revenues	Month	Year-to-Date	Gross	Budget	Work Plan	Trolley	Marketing	Security	Incentives
			Annual	%	Y-T-D	Services	Y-T-D	Y-T-D	Y-T-D
			Budget						
Tax Revenues	32,762	2,085,003	2,285,771	91.2%	2,085,003				
TIF	(2,103,786)	(2,103,786)	(2,103,786)	100.0%	(2,103,786)				
DDA/City Interlocal Agreement	0	0	(75,000)	0.0%	0				
DDA/CRA Interlocal	4,389,557	4,389,557	4,441,157	98.8%	2,330,856	432,332	1,026,000	450,369	150,000
CRA Project Funding	385,000	385,000	385,000	100.0%	155,000	175,000	55,000		
Interest Income	45	200	100	200.0%	200				
Virgin Trains USA Ticket Sales	0	0	0	0.0%	0				
Sponsorships	0	0	0	0.0%	0				
Fees and Services	0	1,873	0	0.0%	1,873				
Grants and Contributions	0	0	0	0.0%	0				
Total Reimbursements	0	0	0	0.0%	0				
Other Miscellaneous Income	0	0	0	0.0%	0				
Rosemary Square MOU	0	0	0	0.0%	0	0			
Total Current Year Revenues	2,703,578	4,757,847	4,933,242	96.4%	2,469,146	607,332	1,081,000	450,369	150,000

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West Palm Beach Downtown Development Authority

Supplemental Schedules

January 31, 2021

			Gross							
	Month	Year-to-Date	Annual	Budget		Work Plan	Trolley	Marketing	Security	Incentives
			Budget	%		Y-T-D	Y-T-D	Y-T-D	Y-T-D	Y-T-D
SCHEDULE 2 - BUSINESS DEVELOPMENT										
Property and Buss Incentives	36,715	124,319	450,000	27.6%						124,319
Facade Improvements	0	0	75,000	0.0%	0					
Leasing/Brokers Meeting	0	0	26,000	0.0%	0					
Total Business Training and Support	23,731	41,163	382,982	10.7%	41,163					
Business Partnerships	9,509	19,018	83,000	22.9%	19,018					
Grand Open/New Business	0	2,345	18,000	13.0%	2,345					
Total Business Development	69,955	186,845	1,034,982	18.1%	62,526	0	0	0	0	124,319
SCHEDULE 3 - PUBLIC REALM MAINTENANCE										
Pressure Washing/Street Clean	25,780	100,075	350,000	28.6%	100,075					
Clean Team	0	14,920	97,000	15.4%	14,920					
Graffiti Maintenance	1,000	4,225	25,000	16.9%	4,225					
Landscape Maintenance	0	87,535	371,600	23.6%	87,535					
Holiday Lights	52,893	126,522	125,000	101.2%	126,522					
Signage & Pedestrial Wayfinding	0	0	50,000	0.0%	0					
Capital Projects/Alleys	0	0	150,000	0.0%	0					
Total Physical Environment	79,673	333,277	1,168,600	28.5%	333,277	0	0	0	0	0

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West Palm Beach Downtown Development Authority

Supplemental Schedules

January 31, 2021

	Month	Year-to-Date	Gross Annual Budget	Budget %	Work Plan Y-T-D	Trolley Services Y-T-D	Marketing Y-T-D	Security Y-T-D	Incentives Y-T-D
SCHEDULE 4 - MARKETING/PR									
Collateral Materials	375	14,310	165,000	8.7%			14,310		
PR/Marketing	6,350	19,050	185,000	10.3%			19,050		
Retail Promotion	2,490	6,500	75,000	8.7%			6,500		
Value Added Events	100	200	187,000	0.1%			200		
Advertising and Promotion	26,135	50,299	630,000	8.0%			50,299		
Marketing Programs	18,077	19,124	225,000	8.5%			19,124		
Community & Cultural Promotion	11,140	11,140	200,000	5.6%			11,140		
Total Marketing/PR	64,667	120,623	1,667,000	7.2%	0	0	120,623	0	0
SCHEDULE 5 -NEIGHBORHOOD SERVICES									
Homeless Outreach	0	0	0	0.0%	0				
Transportation	8,145	18,833	682,332	2.8%		18,833			
Security and Policing	41,489	140,831	565,369	24.9%				140,831	
Public Space Programs	1,139	1,276	56,260	2.3%	1,276				
Community Engagement	0	(525)	30,000	-1.8%	(525)				
Residential Programming	0	0	31,000	0.0%	0				
Total Res. Services/Quality of Life	50,773	160,415	1,364,961	11.8%	751	18,833	0	140,831	0

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West Palm Beach Downtown Development Authority

Supplemental Schedules

January 31, 2021

	Month	Year-to-Date	Gross Annual Budget	Budget %	Work Plan Y-T-D	Trolley Services Y-T-D	Marketing Y-T-D	Security Y-T-D	Incentives Y-T-D
SCHEDULE 6 - GENERAL OFFICE									
General Office Expense	692	1,778	25,000	7.1%	1,778				
General Postage	0	20	23,300	0.1%	20				
Equipment, Computers, Programs	4,510	15,100	78,000	19.4%	15,100				
Total General Office	5,202	16,898	126,300	13.4%	16,898	0	0	0	0
SCHEDULE 7 - OPERATIONS									
Dues	305	2,855	16,000	17.8%	2,855				
Hospitality	25	364	7,000	5.2%	364				
Board Meeting	45	182	3,500	5.2%	182				
Publications	11	172	300	57.3%	172				
Telephone Expense	725	3,825	9,000	42.5%	3,825				
Total Operations	1,111	7,398	35,800	20.7%	7,398	0	0	0	0

No CPA provides any assurance on these financial statements.

West Palm Beach Downtown Development Authority

Supplemental Schedules

January 31, 2021

	<u>Month</u>	<u>Year-to-Date</u>	<u>Gross Annual Budget</u>	<u>Budget %</u>	<u>Work Plan Y-T-D</u>	<u>Trolley Services Y-T-D</u>	<u>Marketing Y-T-D</u>	<u>Security Y-T-D</u>	<u>Incentives Y-T-D</u>
SCHEDULE 8 - PROFESSIONAL SERVICES									
Accounting	2,000	6,000	24,000	25.0%	6,000				
Professional Service	375	(3,610)	75,000	-4.8%	(3,610)				
Audit	0	0	27,000	0.0%	0				
Studies and Surveys	0	0	50,000	0.0%	0				
Legal	948	2,176	20,000	10.9%	2,176				
Total Professional Services	3,323	4,566	196,000	2.3%	4,566	0	0	0	0

Some rounding error may occur.

No CPA provides any assurance on these financial statements.



MEMO

TO: **DDA Board**
Bob Sanders, Chairman
Rick Reikenis, Vice Chairman
Lisa Gerard
Mary Hurley Lane
William Jacobson
Cynthia Nalley
Upendo Shabazz

FROM: Teneka James-Feaman

RE: Branding Update and Presentation

DATE: Tuesday, February 16, 2021

Previously the DDA Board approved the Branding RFP process, which was ultimately awarded to IdeaBar.

Ideabar's branding process included the following tasks:

- A. Research and Foundation** - The initial research necessary to define target audiences, develop a brand positioning statement and test recommended brand concepts using targeted stakeholder groups, surveys, and other methodologies as appropriate.
- B. Brand and Message Development** - Creating the messaging, the expression of the brand, and visual elements that will effectively communicate Downtown West Palm Beach District's identity to target audiences.
- C. Strategic Brand Implementation and Community Engagement.** Defining the activities that will effectively establish the Downtown District's new brand identity, as well as identify ongoing strategies for communicating, maintaining, and enhancing the brand's value over the first three years following introduction.

Through the process DDA staff attended multiple meetings, communicated thoughts and concerns regarding the brand message, visual elements, and brand implementation.

In December 2020, IdeaBar presented a final draft of deliverables for the new brand. Ultimately this final draft didn't convey the unique assets and qualities that DDA staff felt was representative of our community. The presentation also included elements that DDA staff never reviewed or approved.



In January DDA Staff met with senior staff from IdeaBar and as a result that meeting, it was collectively decided to terminate the branding agreement. The DDA has paid IdeaBar \$40,000 for services rendered, which is an amount less than what was originally agreed to in the contract for services.

DDA Staff has since moved forward with the second ranked team in the RFP process, Pathos, to complete the branding process. The cost to complete the brand architecture and brand launch is \$23,375.

DDA has staff met with the Pathos team to discuss the story and vision for the DowntownWPB brand in detail. Representatives from Pathos will join the meeting to showcase their vision for the new Downtown brand elements.



MEMO

To: DDA Board
Bob Sanders, Chairman
Rick Reikenis, Vice Chairman
Lisa Gerard
Mary Hurley Lane
William Jacobson
Cynthia Nalley
Upendo Shabazz

FROM: Raphael Clemente

RE: Security Ambassador Program Salary Adjustment

DATE: Tuesday, February 16th, 2021

At the January 19th board meeting staff was directed prepare an amendment to the contract for services with PSC Security to include a clause that mandates the payment of a “living wage” to all employees of the Security Ambassador Program, defined as an amount not less than \$15 per hour.

Staff has evaluated various options to achieve this outcome, and the following changes to the program are recommended:

- The initial pay increase will be to a minimum of \$14 per hour for the first 60 days.
- After 60 days each ambassador will be evaluated for a secondary increase to \$15 per hour.
- Ambassadors not recommended for the second increase will be referred for additional training.
- Supervisor and others already making \$15 per hour or more will be reevaluated at the beginning of the next fiscal year.
- New hires will be started at \$15.

Additionally, all employees working for PSC under this contract will receive enhanced training to improve the quality of service provided by this program. This will include customer service training and may include additional elements to be determined with input from the Police Department, the City’s Homeless Outreach Coordinator, and other partners.

The proposed change will result in an increase of approximately \$200,000 per year for the Security Contract. Staff will present additional details for discussion during the board meeting.

A proposed addendum to the agreement for services with PSC is attached.

Summary of Security Program Typical Daily Schedule

Shift begins at 7:00 am

- Patrol of Clematis Street, Meyer Amphitheater, Great Lawn/Centennial Park, all along water bridge to bridge. The majority of this task is to address any issues with homeless individuals sleeping on private property, overnight damage or messes that need to be addressed, etc.
- Security cart patrol of the entire district ongoing throughout the day. The officers will switch out and take break but otherwise, vehicle is mobile.
- Bike patrol entire district
- Walking patrol and/or stationed at designated posts concentrated on Clematis Street, for visibility and easy response to quality of life/business issues that typically affect the area on and just off of Clematis Street.
- Patrol Waterfront Docks
- Condo and business check ins

11:45am – 1:30pm Specific focus on Clematis and dining areas for lunch hour traffic.

1:30pm – 3:00pm Breaks happen in this time frame. One to Two officers will take lunch breaks at a time, but we always have officers on the street.

3:00pm – 4:00pm During this time, we have two shifts that change out, allowing us to always have people on the street.

4:00pm – 6:00pm full patrols and checks in condos and businesses. Looking for panhandling and other nuisance issues.

6:00pm – 9:00pm depending on how busy it is, breaks take place in this timeframe.

6:00pm until Midnight Officers on foot are assigned to the Clematis patrol and maintain visibility on the street. Mobile patrol is ongoing as are condo and business check ins.

Saturdays: When we have GreenMarket and Antique Market, these impact security duties as more focus is needed on Clematis to assist with pedestrian and vehicular traffic. We have an officer posted at 200 block road closure for this detail and when he needs assistance or a break an officer from the rest of the detail will assist.

Sundays: There is heavy traffic in the mornings and early afternoon with a key focus on Clematis for brunch. These events are busy and require extra attention.

Special Events, extra activity, protests, road closures, weather, and other variables necessitate changes to this schedule and list of typical daily duties.

**SECOND ADDENDUM TO THE AGREEMENT BETWEEN THE WEST PALM BEACH
DOWNTOWN DEVELOPMENT AUTHORITY AND PROFESSIONAL SECURITY
CONCEPTS, INC.**

THIS AGREEMENT is made and entered into as of the _____ day of February, 2021 between the WEST PALM BEACH DOWNTOWN DEVELOPMENT AUTHORITY, a special district created under the laws of the state of Florida, with offices located at 300 Clematis Street, Suite 200, West Palm Beach, FL 33401, hereinafter the “DDA”, and Professional Security Concepts, Inc., a California for-profit corporation registered to do business in the state of Florida, located at 11454 San Vicente Boulevard., Los Angeles, CA 90049 and having local offices located at 2429 N Dixie Highway, West Palm Beach, FL 33407 (hereinafter referred to as PSC).

WHEREAS, the DDA and PSC entered into a Downtown Security AGREEMENT on November 30, 2013 hereinafter “AGREEMENT”; and

WHEREAS, items 2.1 through 2.7 will be added to Section 2. **PSC Services** of the AGREEMENT; and

WHEREAS, section 3 d) of the AGREEMENT shall be amended to include a maximum contract cost not to exceed \$775,000; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and in the original AGREEMENT, and other good and valuable consideration, the receipt of which is hereby acknowledged by both parties, the parties agree as follows.

1. Sections 2.1 through 2.7 of the AGREEMENT are hereby added and shall read the following:

2.1 COMMUNICATIONS

- a) Communications with Police & Other Local Security Service Providers: Contractor shall ensure that its personnel provide immediate and clear communications with the West Palm Beach Police Department; and, additionally for incidents downtown, immediate and clear communications with other firms providing security services in the downtown area for the City of West Palm Beach, in case of escalation of a security incident; and additionally for

incidents in the area near Rosemary Square, immediate and clear communications with the firm providing security services within Rosemary Square in case of escalation toward that area of the DDA.

- b) Communication by Security Personnel. Security personnel must be able to speak in clear, distinct English with a vocabulary ability to report details, especially during crisis incidents. Verbal communications, in person, by radio or by phone, must be in clear, concise, understandable English.
- c) Communications with Supervisor. Security personnel shall have the ability to immediately communicate with their supervisor, allowing a supervisor to proceed to any incidents.
- d) Ambassador Communications. Contractor's ambassador services shall include citizen support such as giving directions and information about the Downtown District, businesses, destinations, transportation options, and other pertinent details. Contractor's personnel should be proactive in communications with persons to deter loitering and aggressive panhandling.
- e) Communications with DDA. Contractor shall communicate incidents or other relevant information regarding activity within the DDA district to the DDA's designated contact person. Contractor will also be required to communicate all incidents, issues and provide summary reports to the DDA's contact person on a weekly basis.
- f) 24-hour Contact. Contractor shall provide and maintain an emergency contact person(s), available 24 hours per day, to assist in the expediting communication of safety, security and information. Contractor shall provide the contact person(s) name, address, phone number(s) and email address. Contractor shall be responsible for immediately advising DDA staff in writing any changes to the 24-hour emergency contact or information.

2.2 ADDITIONAL CONTRACTOR REQUIREMENTS

- a) Uniforms. Contractor and its subcontractors shall provide all guards with uniforms which: (a) bear the word "Security" in a visibly evident location; (b) be readily distinguishable from the uniforms of the police and law enforcement; and (c) conform to any state licensing requirements. Security guards employed by the Contractor shall wear the same uniform for consistency and single appearance purposes.
- b) Photo Identification. Contractor and its subcontractors shall provide its guards with photo identification containing at a minimum: (a) the company name, (b) employee name and photo. Photo identification must always be worn by security guards in a visibly evident location.
- c) Equipment. Contractor shall furnish and maintain the necessary equipment to perform the services. Equipment for security guards shall include but is not limited to communication devices and may include pepper spray for agreed facilities/patrols.
- d) Back Up/ Relief/ Additional Guards. Contractor shall ensure the availability of back-up guards in the event of accidents and the ability to provide additional personnel when needed for specific incidents. Contractor shall ensure availability of additional guards in the event of no shows, illness, or replacement of any unacceptable guard.
- e) Supervision. Contractor shall provide adequate supervision of its personnel.

2.3 CONTRACTOR'S PERSONNEL

- a) **Background Screening.** Contractor shall perform pre-employment background screening at its sole cost. Security guards must pass the criminal record check through the West Palm Beach Police Department or the Palm Beach County Sheriff's Office and must possess a Class "D" license issued by the State of Florida. For personnel assigned to the Mandel Public Library, the Youth Empowerment Centers and any other Facilities, locations or events primarily related to minors, security personnel must pass the Level 2 background check (as defined in FL Statutes 435.04).
- b) **Drug Testing.** Contractor shall perform pre-employment, as well as random, drug testing at its sole cost. Upon reasonable suspicion of drug use by a security guard, the DDA reserves the right to request a drug test or screening at Contractor's cost.
- c) **Training.** Security personnel shall be trained under a licensed training program. All security guards shall possess a Class "D" license issued by the State of Florida. Security personnel shall have specific crowd control training to manage crowds attending or dispersing from events in the DDA. Security personnel shall have first aid training and CPR certification. Shift supervisors shall have AED training and certification. Any security personnel who will carry pepper spray shall have training and any certifications available for its use. All guards assigned must have a minimum of eight (8) hours of site-specific training. All guards must be thoroughly trained and familiar with all equipment and requirements at each post to which the guard is assigned and shall sign an acknowledgement form indicating the understanding of this training. No guard is to be assigned to any post without site-specific training by a qualified representative of the contractor who is familiar with the required duties of the site. Within one (1) week of assignment of new personnel, the Supervisor shall meet with the guard to ensure that s/he is thoroughly familiar with the required duties of the facility or patrol.
- d) **Staffing Changes.** Contractor shall make written request in advance to the DDA for any staffing changes under this Contract. All staffing changes are subject to the review and approval of the DDA
- e) **Qualifications and Conduct of Security Personnel.**
 - i. All security guards shall possess a Class "D" license issued by the State of Florida.
 - ii. Security personnel shall be a minimum of 19 years of age and in good mental and physical health consistent with the ability to perform required safety and security tasks, including the ability to quickly ascent and descend multiple floors via stairs in an emergency.
 - iii. Security personnel shall maintain a high standard of civility and behavior. When in contact with the public, security guards will reflect appropriate courtesies and forms of addresses. Security guards must always be neat, clean and have a professional appearance.

- iv. Security personnel shall report for duty at the designated starting time and remain until relieved by the relief guard or at the designated end of the shift if no relief guard is assigned. Contractor shall ensure availability of additional guards in the event of no shows, illness or replacement of any unacceptable guard.
- v. Security guards must be thoroughly trained for the specific duties to which they are assigned. Replacement, weekend, or after-hours guards must know all the same information as the regularly assigned guard.
- vi. Security personnel shall report for duty in proper uniform, with all necessary equipment.
- vii. Security personnel must be able to speak in clear, distinct English with a vocabulary ability to report details, especially during crisis incidents. Verbal communications, in person, by radio or by phone, must be in clear, concise, understandable English.
- viii. Security guards shall possess sufficient writing skills to prepare clear and detailed reports.
- ix. Security guards shall have basic computer/technology skills to use equipment provided by DDA.
- x. Security personnel shall be prohibited from sleeping or napping on duty. DDA may direct any security guards observed sleeping or napping on duty to immediately leave in a quiet and orderly fashion and such security guard shall no longer be assigned to the DDA. The DDA will notify Contractor and Contractor will be responsible for providing a replacement security guard within two (2) hours.
- xi. Security personnel shall be prohibited from having unauthorized visitors. DDA may direct unauthorized visitors to leave immediately in a quiet and orderly fashion and may request that such security guard no longer be assigned to the DDA.
- xii. Security guards are prohibited from using DDA equipment (such as computers, etc.) for personal use. Unauthorized use will may result in DDA's request for removal of the security guard.
- xiii. Security guards shall not solicit or accept gratuities for any reason whatsoever from employees, vendors, businesses, members of the public or other persons for performing their services.
- xiv. Security personnel shall be prohibited from carrying firearms of any type, whether concealed, exposed, or encased. If security personnel are found to be in possession of a firearm while on duty, DDA will request that such security guard no longer be assigned to the DDA.
- xv. Security guards shall perform other duties and attend meetings as assigned by designated DDA staff.

2.4 BREAKS

DDA acknowledges that Contractor complies with federal and state laws and Contractor's personnel are provided with an uninterrupted duty-free 30-minute meal break during an 8-hour shift and two (2) 15-minute rest periods during each

8-hour shift. DDA acknowledges that duty-free meal and rest periods shall be uninterrupted and security personnel shall not be on-call during these times. Such times shall not be billable to the DDA. DDA and Contractor shall agree as to whether a relief guard shall be provided, on an as needed basis.

2.5 ACCEPTABLE PERFORMANCE

The DDA shall have the right to determine acceptable performance standards of Contractor's personnel providing services. Any employee deemed by the DDA as unfit to perform the services shall be promptly removed, without delay, by Contractor upon notice from the DDA and replaced with personnel acceptable to the DDA in its sole discretion.

2.6 LIVING WAGE

Contractor shall pay its employees a living wage of no less than \$15 per hour, beginning no later than May 15th, 2021.

- a) Reporting payroll. With every request for payment under the contract, the Contractor shall certify that the Contractor is in compliance with the living wage requirement of this agreement and shall submit supporting payroll information showing the payroll records for each covered employee working under the covered contract for the period covered in the request for payment. Upon request from the DDA, the Contractor shall produce its payroll records for any or all its covered employees for any period covered by the contract. The DDA may examine, inspect, and/or copy such payroll records as needed to ensure compliance with this. Contractor agrees to produce to the DDA all documents and records relating to payroll and compliance with the Living Wage requirement of this agreement.
- b) Maintenance of payroll records. Contractor shall maintain payrolls for all covered employees and basic records relating thereto, and shall preserve them for a period of three years after the term of the contract, or during the pendency of any complaint, administrative hearing, appeal or litigation, until a final determination is made or all such proceedings have concluded. The records shall contain:
 1. The name and address of each covered employee;
 2. The job title and classification;
 3. The number of hours worked each day;
 4. The gross wages earned and deductions made;
 5. Annual wages paid;
 6. A copy of the social security returns and evidence of payment thereof;
 7. Any other data or information this section should require from time to time.

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

PROFESSIONAL SECURITY CONCEPTS, INC.

Witness:

(Corporate Seal)

PSC, Owner

WEST PALM BEACH DOWNTOWN
DEVELOPMENT AUTHORITY

Witness:

Raphael Clemente, Executive Director



MEMO

TO: **DDA Board**
Bob Sanders, Chairman
Rick Reikenis, Vice Chairman
Lisa Gerard
Mary Hurley Lane
William Jacobson
Cynthia Nalley
Upendo Shabazz

FROM: Teneka James-Feaman

RE: Digital Advertising

DATE: Tuesday, February 16, 2021

In preparation for this fiscal year staff has reviewed the marketing agreements including radio, print and online. Each year, we define our communication outreach based on our market survey and analytical data. However, this year, due to the pandemic it was necessary to make significant changes to how the DDA markets and promotes our district.

Our most recent market area survey showed that people within our market area receive information and news from the following sources, listed in ranked order:

1. Television
2. Newspaper/Print
3. Online/Internet
4. Social Media
5. Radio

In 2020, the Board approved a one-year contract with Comcast Spotlight - now renamed as EffectTV, which provides the largest reach for television communications within the market area. In addition to EffectTV, staff has renewed its agreement with iHeart radio and is reviewing proposals from Palm Beach Post and WLRN Radio.

In preparation for our new brand launch, there is an increased need for a robust digital presence as well as the need be able to quantify the success of our new advertising campaign.



Staff has received and reviewed three (3) competitive proposals: IdeaBar (9 months - \$149,580), Bright Brothers (12 months - \$145,000) and Pathos (10 months - \$110,000).

Staff recommendation is to move forward with Pathos for the digital branding campaign. Representatives from Pathos will join us to discuss their proposal in detail.

Staff is requesting Board approval and to execute a new contract not to exceed \$125,000 for calendar year 2021. The new contract would begin March 1, 2021 – December 31, 2021.

Note: this contract is to coordinate, schedule and monitor the digital advertising.



MEMO

To: DDA Board
Bob Sanders, Chairman
Rick Reikenis, Vice Chairman
Lisa Gerard
Mary Hurley Lane
William Jacobson
Cynthia Nalley
Upendo Shabazz

FROM: Teneka James-Feaman

RE: Grant Applications Review – Tier One and Business Incentive

DATE: Tuesday, February 16, 2021

As we continue in our efforts of supporting business in the DDA district, the DDA board approved providing additional assistance through reinstating the Tier One Incentive Grant and approving another \$100,000 for the program in December 2020. This program provides rental financial support for up to six (6) months. In addition to the Tier One grant program the DDA offers the Business Incentive grant program that provides funding for leasehold improvements. The Business Incentive grant program guidelines allow for a reimbursement grant of up to 25% of the total cost of leasehold improvements with a maximum of \$50,000.

The DDA has received one (1) Business Incentive grant application and fourteen (14) Tier One applications.

Staff is requesting approval of the following:

- Tier One
 - o The committee has reviewed and is recommending approval of eleven (11) Tier One applicants.
 - o The committee approval amount is 50% of the applicants rent, paid monthly with landlord verification that the tenant is in good standing.
- Business Incentive
 - o The committee has reviewed and is recommending approval of one (1) Business Incentive application from R3 Health
 - o Reimbursed upon completion of qualifying leasehold improvements (as determined by City of West Palm Beach officials), proof of paid invoices for the improvements and Business Tax Receipt, occupies the space and opens for business.



Tier One grant applications

Status	Business Name	Business Address	Monthly Lease Payment	50% per month	Over 6 months
DECLINED	Bling Nailz	801 North Point Parkway		\$ -	\$ -
DECLINED	DAVID MILLER & ASSOCIATES, P.A	319 Clematis St., Ste 802	\$ 2,492.24	\$ 1,246.12	\$ 7,476.72
DECLINED	Elite Bookings Florida Corporation	324 Datura St., Ste. 102	\$ 2,075.32	\$ 1,037.66	\$ 6,225.96
APPROVED	MANE STUDIO ONE	100 S Dixie Hwy. Ste 201	\$ 1,061.14	\$ 530.57	\$ 3,183.42
APPROVED	Salento Coffee Limited Liability Company LLC	120 South Dixie Hwy., Ste 105	\$ 2,299.00	\$ 1,149.50	\$ 6,897.00
APPROVED	Lara House of Beauty	120 S Dixie Hwy. Ste. 104	\$ 2,174.00	\$ 1,087.00	\$ 6,522.00
APPROVED	Palm Beach Dramaworks	201 Clematis Street	\$ 4,620.04	\$ 2,310.02	\$ 13,860.12
APPROVED	Crema Rolls	318 South Dixie Hwy.	\$ 1,594.98	\$ 797.49	\$ 4,784.94
APPROVED	Hot Pie Pizza LLC	123 South Olive Ave.	\$ 3,401.50	\$ 1,700.75	\$ 10,204.50
APPROVED	D is for DOG, Inc.	320 S. Dixie Hwy.	\$ 1,594.78	\$ 797.39	\$ 4,784.34
APPROVED	Rush Bowls	513 Clematis St., Ste. 103	\$ 3,815.00	\$ 1,907.50	\$ 11,445.00
APPROVED	Clematis Pizza Heaven Inc	523 Clematis St.	\$ 3,388.00	\$ 1,694.00	\$ 10,164.00
APPROVED	533 Ceviche Group LLC DBA Dr Limon Ceviche Bar	533 Clematis St.	\$ 7,000.00	\$ 2,500.00	\$ 15,000.00
APPROVED	Legends of Xscape LLC	324 Datura St., Ste 101	\$ 6,170.00	\$ 2,500.00	\$ 15,000.00
		TOTAL			101,845.32

Business Incentive

Status	Title	Address	Request Amount	Leasehold Cost	Total Project Cost
APPROVED	R3 Health	551 Evernia Street	\$50,000	\$210,000	\$534,000