



REGULAR BOARD MEETING
Downtown Development Authority
Tuesday, December 18, 2018
8:30 AM
300 Clematis Street
Suite 200
West Palm Beach, FL 33401

CALL TO ORDER

Robert Sanders

PUBLIC COMMENTS AND QUESTIONS

PRESENTATIONS

- CVS Pharmacy

Al Malefatto

CONSENT CALENDAR (Action Required)

Robert Sanders

- Minutes of Board Meeting of November 20, 2018
- Financial Statements of November 30, 2018

OLD BUSINESS

- Streetscape Update

Raphael Clemente

NEW BUSINESS (Action Required)

- Lord's Place Outreach Team
- MotionLoft Pedestrian Counters
- Downtown Neighborhood Association Partnership

Raphael Clemente

Sherryl Muriente

Raphael Clemente

ANNOUNCEMENTS

- Marketing/PR Update

Tiffany Faublas

ADJOURNMENT



**300 Clematis Street, Suite 200
West Palm Beach, FL 33401
MINUTES
Regular Board Meeting
Downtown Development Authority
November 20, 2018**

ATTENDANCE

Board Members in attendance included, Chairman Robert Sanders, Esq., Vice Chairman Richard Reikenis, Joseph Chase, Lisa Gerard, Mary Hurley Lane, and Cynthia Nalley. DDA staff in attendance included Raphael Clemente, Teneka James, Catherine Ast, Tiffany Faublas, Samantha Murrell, Shelly Williams, Sherryl Muriente, Walter Porr, and Max Lohman Esq. (Lohman Law Group). Guests in attendance included Adam Rossmell, Vince Burkhardt, Michael Masanoff, Jennifer McQuown, Harvey Oyer, Bruce Lewis, Allison Justice, and Scott Kelly.

CALL TO ORDER

Chairman Sanders called the meeting to order at 8:35 a.m.

PUBLIC COMMENTS

Bruce Lewis requested to comment on Old Business Agenda Item Tax Increment Grant Program Development. Sanders advised that comments would be taken during Agenda item discussion.

PRESENTATIONS

Burkhardt Construction

Clemente thanked Burkhardt Construction for all their hard work and dedication to the 300 Block Clematis Streetscape project and that the DDA is looking forward to phase two of the project. A short video of the project from start to finish was shared.

Trolley Expansion

Scott Kelly not present for presentation, the board moved forward to next agenda item.

CONSENT CALENDAR

Minutes of Regular Board Meeting of October 16, 2018

**Board Action: Reikenis made a motion to approve the Minutes of October 16, 2018.
Hurley Lane seconded the motion.** The motion passed unanimously.

Financial Statements of October 31, 2018

Board Action Reikenis made a motion to approve the Financial Statements of October 31, 2018. **Hurley Lane seconded the motion.** The motion passed unanimously.

Clemente requested to move new business agenda item up to discuss before old business.

NEW BUSINESS

Books Art & Music

Harvey Oyer and Jennifer McQuown presented the Books Art & Music to the board. They explained what the festival is, what the plans for this year are, and what they plan to do to continue to expand the event over the next few years.

OLD BUSINESS

Tax Increment Grant Program Development

Clemente stated that as directed by the board at the last board meeting staff has prepared framework and application for a proposed Tax Increment Grant Program to be administered by the DDA. Details of the program were presented and discussed.

Lohman stated that the DDA has a fiscal funding out clause in every contract and/or agreement because we cannot allocate funding for more than one fiscal year at a time.

Board Action: Reikenis made a motion to not move forward with the Tax Increment Grant Program. Hurley Lane seconded the motion. The motion passed 4-2.

In favor: Reikenis, Hurley Lane, Gerard, and Sanders

Opposed: Chase and Nalley

Boundary Amendment Revision

Clemente stated that the previous resolution to adopt the Boundary Amendment needed a small change to the map and description of the boundaries. City Commission adopted this change at their last commission meeting.

Board Action Nalley made a motion to approve resolution 01-2019 to adopt the Boundary Amendment. Reikenis seconded the motion. The motion passed unanimously.

PRESENTATIONS

Trolley Expansion

Scott Kelly presented to the board the proposed changes and expansion of the Trolley System.

Clemente asked Kelly to keep the DDA informed and invited to meetings throughout the process of expanding the trolley system, as well as inform the board once new parking rates have been finalized.

ANNOUNCEMENTS

Lohman introduced the newest member of the Lohman Law Group, Walter Porr.

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 10:15 a.m. Hurley Lane seconded the motion. The motion passed unanimously.

West Palm Beach Downtown Development Authority
Balance Sheet
November 30, 2018

ASSETS

Current Assets

PNC Bank Operating	1,911,224
First Bank - Money Marke	205,473
Petty Cash	50
Accounts Receivable - Shuttle P	<u>33,842</u>

Total Current Assets	2,150,589
-----------------------------	-----------

Other Assets

Lease Security Deposit	<u>23,000</u>
------------------------	---------------

Total Other Assets	<u>23,000</u>
---------------------------	---------------

Total Assets	<u>2,173,589</u>
---------------------	-------------------------

CURRENT LIABILITIES

Due to Lincoln National	(642)
Flexible Spending Withholding	(1,512)
Suppl Med Ins. Premium Payable	0
Vision Premium Payable	0
Payroll Liabilities	<u>6,342</u>
	4,188

FUND BALANCE

Fund Balance	2,361,291
Net Income	<u>(191,890)</u>

Total Fund Balance	<u>2,169,401</u>
---------------------------	------------------

Total Liabilities and Fund Balance	<u>2,173,589</u>
---	-------------------------

No CPA provides any assurance on these financial statements.

West Palm Beach Downtown Development Authority

Balance Sheet

November 30, 2018

	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
Current Year Revenues - Schedule 1	348,153	349,326	4,515,009	7.7%	349,326	0	0	0	0
Expenditures									
Business Development - Schedule 2	13,631	28,714	747,538	3.8%	28,714				0
Physical Environment - Schedule 3	103,647	195,830	3,029,465	6.5%	113,132	59,068		23,630	
Marketing/Public Relations- Schedule 4	39,789	79,339	729,783	10.9%	0		79,339		
Residential Quality of Life - Schedule 5	610	2,110	61,000	3.5%	2,110				
General Office - Schedule 6	4,120	15,478	175,587	8.8%	15,478				
Operations - Schedule 7	3,963	10,426	56,198	0.0%	10,426				
Professional Services - Schedule 8	5,013	5,013	233,868	2.1%	5,013				
Total Personnel Expense	72,070	139,408	810,500	17.2%	139,408				
Insurance Expense	2,570	27,697	52,353	52.9%	27,697				
Rent Expense	10,082	29,294	130,000	22.5%	29,294				
Tax Collection	0	3,491	15,000	23.3%	3,491				
Marketing Programs	64	2,528	105,000	2.4%	2,528				
Travel and Training	2,910	1,888	35,147	5.4%	1,888				
Reserves	0	0	408,184	0.0%					
Total Expenditures	258,469	541,216	6,589,623	8.2%	379,179	59,068	79,339	23,630	0
Current Year Surplus (Deficit)	89,684	(191,890)	(2,074,614)	0.0%	(29,853)	(59,068)	(79,339)	(23,630)	0
Vision Premium Payable									
DDA Carryforward	1,577	1,835	428,050	0.4%	1,835	0	0	0	0
CRA Carryforward	137,430	260,606	1,646,564	15.8%	141,890	59,068	36,018	23,630	0
Total Carry Forwards	139,007	262,441	2,074,614	12.7%	143,725	59,068	36,018	23,630	0
Net Total Surplus (Deficit)	228,691	70,551	0	0	113,872	0	(43,321)	0	0

No CPA provides any assurance on these financial statements.

West Palm Beach Downtown Development Authority
Supplemental Schedules
November 30, 2018

-

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			Y-T-D			
Tax Revenues	293,500	293,500	1,988,883	14.8%	293,500				
TIF	0	0	(1,806,897)	0.0%	0				
DDA/CRA Interlocal	0	0	3,795,780	0.0%	0				
CRA Project Funding	0	0	413,938	0.0%	0				
Interest Income	168	341	100	341.0%	341				
Sponsorships	0	0	0	0.0%	0				
Fees and Services	1,307	1,307	0	0.0%	1,307				
Grants and Contributions	28,178	28,178	0	0.0%	28,178				
Total Reimbursements	25,000	26,000	0	0.0%	26,000				
Other Miscellaneous Income	0	0	0	0.0%	0				
CityPlace Shuttle	0	0	123,205	0.0%	0				
Total Current Year Revenues	348,153	349,326	4,515,009	7.7%	349,326	0	0	0	0

No CPA provides any assurance on these financial statements.

West Palm Beach Downtown Development Authority

Supplemental Schedules

November 30, 2018

			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
	Month	Year-to-Date	Budget	%						
SCHEDULE 2 - BUSINESS DEVELOPMENT										
Property and Buss Incentives	0	0	250,878	0.0%						0
Facade Improvements	0	0	134,538	0.0%	0					
Leasing/Brokers Meeting	0	0	4,918	0.0%	0					
Business Training and Support	10,601	12,351	90,641	13.6%	12,351					
Value Added Events	2,796	6,171	141,369	4.4%	6,171					
Retail Promotion	234	10,192	25,329	40.2%	10,192					
Business Partnerships	0	0	75,000	0.0%	0					
Downtown Events	0	0	0	0.0%	0					
Grand Open/New Business	0	0	24,865	0.0%	0					
Total Business Development	13,631	28,714	747,538	3.8%	28,714	0	0	0	0	0
SCHEDULE 3 - PHYSICAL ENVIRONMENT										
Pressure Washing/Street Clean	14,901	45,873	568,115	8.1%	45,873					
Graffiti Maintenance	1,000	2,000	26,711	7.5%	2,000					
Landscape Maintenance	25,419	25,419	261,078	9.7%	25,419					
Studies and Surveys	0	0	20,631	0.0%	0					
Public Space Programs	0	0	70,000	0.0%	0					
Security and Policing	17,636	23,630	820,260	2.9%				23,630		
Holiday Lights	0	39,840	140,000	28.5%	39,840					
Trolley	44,616	58,993	705,000	8.4%		58,993				
Trolley Signs & Ped Wayfinder	75	75	218,697	0.0%		75				
Capital Projects/Alleys	0	0	198,973	0.0%	0					
Total Physical Environment	103,647	195,830	3,029,465	6.5%	113,132	59,068	0	23,630	0	0

No CPA provides any assurance on these financial statements.

West Palm Beach Downtown Development Authority

Supplemental Schedules

November 30, 2018

	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									
Survey	0	0	62,953	0.0%			0		
Marketing Postage	4,925	4,925	21,500	22.9%			4,925		
PR/Marketing	17,663	29,745	151,630	19.6%			29,745		
Advertising and Promotion	11,601	25,281	190,000	13.3%			25,281		
Community & Cultural Promotion	5,600	19,388	303,700	6.4%			19,388		
Total Marketing/PR	39,789	79,339	729,783	10.9%	0	0	79,339	0	0
SCHEDULE 5 - RESIDENTIAL SERVICES/QUALITY OF LIFE									
Meetings	56	56	1,000	5.6%	56				
Community Engagement	0	0	30,000	0.0%	0				
Residential Events/DNA Sponsor	554	2,054	30,000	6.8%	2,054				
Total Res. Services/Quality of Life	610	2,110	61,000	3.5%	2,110	0	0	0	0

No CPA provides any assurance on these financial statements.

West Palm Beach Downtown Development Authority

Supplemental Schedules

November 30, 2018

			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
	Month	Year-to-Date	Budget	%						
SCHEDULE 6 - GENERAL OFFICE										
General Office Expense	229	1,228	68,000	1.8%		1,228				
General Postage	6	6	1,087	0.6%		6				
Equipment, Computers, Programs	3,832	14,191	106,500	13.3%		14,191				
Office Supplies	53	53	0	0.0%		53				
Total General Office	4,120	15,478	175,587	8.8%		15,478	0	0	0	0
SCHEDULE 7 - OPERATIONS										
Automobile Expense	500	1,000	6,000	16.7%		1,000				
Dues	0	5,265	16,791	31.4%		5,265				
Hospitality	387	645	10,000	6.5%		645				
Board Meeting	150	150	3,000	5.0%		150				
Publications	0	0	407	0.0%		0				
Telephone Expense	2,926	3,366	20,000	16.8%		3,366				
Total Operations	3,963	10,426	56,198	18.6%		10,426	0	0	0	0

No CPA provides any assurance on these financial statements.

West Palm Beach Downtown Development Authority

Supplemental Schedules

November 30, 2018

	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 8 - PROFESSIONAL SERVICES									
Accounting	2,000	2,000	24,000	8.3%	2,000				
Professional Service	1,823	1,823	140,000	1.3%	1,823				
Audit	0	0	36,550	0.0%	0				
Legal	1,190	1,190	33,318	3.6%	1,190				
Total Professional Services	5,013	5,013	233,868	2.1%	5,013	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
Joseph Chase
Lisa Gerard
Mary Hurley Lane
Cynthia Nalley
Upendo Shabazz

FROM: Raphael Clemente, Executive Director

RE: Lord's Place Street Outreach and Engagement Program

DATE: Tuesday, December 18, 2018

DDA staff has worked with The Lord's Place to develop a proposal to provide outreach and engagement services to the chronically homeless population living in and/or frequenting the Downtown area. The Lord's Place staff has built this program based on industry research and proven best practices for working with homeless and mentally ill populations.

The outreach team would be employed by The Lord's Place and provide services to the DDA at the rate of \$37.50 per hour per team member. The proposal for this program is two team members working 20 hours per week in the downtown district. Office space for the outreach team to facilitate reporting and storage of materials will be provided in the DDA office at no cost to The Lord's Place.

A detailed description of the program and costs is attached to this memo.

To: Mr. Raphael Clemente—West Palm Beach Downtown Development Authority
From: Ms. Diana Stanley—The Lord’s Place
Date: October 31, 2018
Re: Downtown Development Authority and The Lord’s Place Partnership:
Street Outreach and Engagement in Downtown West Palm Beach

Street Outreach and Engagement Framework

Street outreach engages people experiencing homelessness who would not typically seek out services to address their health and housing needs. *Outreach* “seeks to establish a personal connection that provides the spark for the journey back to a vital and dignified life¹.” Outreach is the fundamental link between people experiencing homelessness and available services and resources. Effective street outreach requires client engagement to occur outside of the traditional office setting, meeting clients where they are, and connecting them with services to meet their housing and healthcare needs.

The Lord’s Place Street Outreach and Engagement framework is guided by a number of principles² that are grounded in the importance of human connection. Through building trust, developing a sense of community, and treating people with dignity and respect, outreach workers can engage the most vulnerable community members in efforts to create positive change. This process can take time and patience. Each outreach contact is a step in the journey towards housing and holistic recovery. The utilization of Recovery Peer Support Specialists in the role of outreach assists in establishing a helping relationship.

Peer Support outreach workers draw on their own experiences of homelessness, mental health issues, and/or substance use to instill hope among those currently experiencing homelessness. This key staffing approach to outreach has shown to increase outreach effectiveness through a mutual understanding of the unique hardships and dehumanizing experiences that are a result of living on the streets.

Needs Statement

On August 30, 2018 a survey of people experiencing homelessness was completed in Downtown West Palm Beach. During these few hours, 40 unduplicated individuals experiencing homelessness were surveyed—many of which experienced chronic homelessness (living on the streets for over one year with a disability). Between October 1, 2017 – September 30, 2018, The Lord’s Place Peer Support Outreach and Engagement program served 516 unduplicated individuals. The program successfully provided referrals to 326 clients and assisted 96 individuals in securing housing. Among those assisted, the majority reported mental health, chronic health conditions, and/or substance use. All people engaging in services live below the poverty line and have little to no income. Serving this highly vulnerable population requires the skills to engage, assess, and link with resources to assist in meeting housing and healthcare needs, while navigating community resources and eligibility requirements.

¹ Bassuk, E. L. (1994). *Community care for homeless clients with mental illness, substance abuse, or dual diagnosis*. Newton, MA: The Better Homes Fund.

² National Health Care for the Homeless (2014, January). Outreach & Enrollment Quick Guide.

The Lord's Place currently employs 2.5 Peer Specialists working in the outreach program. As the need demonstrates, additional outreach workers who are dedicated to Downtown West Palm Beach and "co-located" between in-kind space provided by the DDA and The Lord's Place office administrative office. Being positioned in Downtown West Palm Beach would result in higher visibility of team members who will become fully integrated in the community. The presence of a dedicated team will allow for strategic outreach to occur in areas that are known to have a high concentration of people experiencing homelessness, increase frequency of engagement contacts, and partner with area businesses to respond to needs. An additional aspect of outreach and engagement will be to provide on-going community education and advocacy. Raising awareness of homelessness among community organizations can assist in bringing together various stakeholders that can increase resources and work towards ending homelessness.

Funding Need

The unit rate for an hour of outreach and engagement is **\$37.50** per team member. This unit cost, based on per-hour, includes all overhead, administrative, research and evaluation, training, and supervision costs. The in-kind donation from the DDA will allow for increased cost to be allocated to support client needs (emergency lodging, food, clothing, medications...).

The proposed team will be funded for **20 hours per week (total of 40 hours between 2 team members)** and be dedicated to Downtown West Palm Beach. The outreach team would be present in Downtown on days and times to be determined based on findings of the initial few weeks of work. Engagement work will be done in targeted areas of the Downtown with chronically homeless individuals to provide case management services to assist these clients as they transition from homelessness. The team will coordinate services with additional The Lord's Place outreach staff members who provide coverage over evening and weekends. Through staffing and team communication, duplication of services can be avoided. Once rapport has been established, outreach workers will partner with clients to identify needs, connect with housing resources, screen for cash and non-cash benefits, and increase social inclusion. Outreach workers will also build key relationships with local businesses, law enforcement, and stakeholders to respond to concerns regarding people experiencing homelessness and encampments.



MEMO

TO: DDA Board

Bob Sanders, Chairman
Rick Reikenis, Vice Chairman
Joseph Chase
Lisa Gerard
Mary Hurley Lane
Cynthia Nalley
Upendo Shabazz

FROM: Sherryl Muriente, Manager of Urban Placemaking

RE: MotionLoft Pedestrian and Vehicle Count Sensors

DATE: Tuesday, December 18, 2018

DDA staff has been working with MotionLoft, Inc. to provide pedestrian counters in the 300 block of Clematis Street as part of the 12x12WPB Pop-up to Rent Business Competition. The program has been collecting pedestrian traffic counts for the past year to help establish the first baseline data to help understand use patterns, potential customer acquisition for businesses, and to share with local businesses and potential new tenants.

Staff recommends expanding the program to cover specific locations in Downtown by adding more sensors in strategic locations. This program will be a partnership with the City of West Palm Beach to cover the cost of this program.

Staff will present the details of the program during the board meeting.

Motionloft

SERVICE ORDER

This Motionloft Service Order ("Service Order") is governed by the Motionloft Terms & Conditions and is entered into by and between **Motionloft** and **City of West Palm Beach** ("Customer") on **September 11, 2018** ("Effective Date").

Customer Contact Name: Wendy Morse
Customer Contact Email Address: wmorse@wpb.org

Principal Place of Business: 401 Clematis St.
West Palm Beach, FL 33401

Billing Contact Name: Wendy Morse
Billing Contact Email Address: wmorse@wpb.org

Motionloft Representative: Jonathon Davis

Extension Term: 314 Clematis – 1/31/19 – 9/30/19

Initial Term: New Sensors – 12 Months

Price:

Description	Price per Month	# Of Sensors	# Of Months	Subtotal
Core Analytics (314 Clematis)	\$155.83	2	8	\$2,493.33
Core Analytics (New Sensors)	\$275.00	14	12	\$46,200.00
			Total: \$48,693.33	

Motionloft agrees to provide Customer with the Sensor(s), their Maintenance and reporting, in consideration for payments as set forth herein. Specific location(s) for your Sensors (each a "Location") are **existing sensors at 314 Clematis**, and new sensor locations detailed in **Motionloft Proposal MP180094 dated 9/6/18**. Customer has read and agrees to Motionloft's Terms & Conditions, found at <https://motionloft.com/motionloft-terms-conditions-2018/>. Customer also warrants and represents that continuous, uninterrupted 110v power will be delivered to every Sensor Location noted above by the Installation Date. If uninterrupted power is not being delivered to all Sensor Locations on the Installation Date, and Motionloft must dispatch a technician on a later date to complete the installation, Customer agrees to reimburse Motionloft for these additional costs at Motionloft's then-current prices. The Price in this Service Order applies to standard Sensor installations. If Motionloft is required to utilize additional equipment or labor, Motionloft will invoice the Customer for these extraordinary installations items at Motionloft's cost plus 10%.

Payment Terms: Motionloft will invoice Customer **\$48,693.33.00** for the Initial Term upon the date the Sensor(s) are successfully installed at the Sensor Location and Customer is granted access to the Sensor Data ("Actual Installation Date"). Motionloft agrees that the Actual Installation Date will be no later than **10/31/2018** ("Default Installation Date"). If the Sensor(s) have not been installed by the Default Installation Date, and the installation delay is due any of the following reasons: i) lack of available power at the Location, ii) lack of permission to install the Sensor(s) at the Location, or iii) blockages in the line of sight of the Sensor(s), Motionloft will issue the invoice for the Initial Term. The Customer agrees to pay the invoice by the due date noted, and all invoice terms are **Net 30**. The Customer understands and agrees that if the Actual Installation Date is delayed beyond the Default Installation Date due to any of the above-noted reasons, the Customer must take corrective action to address the installation delay, and Motionloft will deliver Data to the Customer from the Actual Installation Date through **10/31/2019**.

Each party represents that the person executing this Service Order on its behalf has been duly authorized to do so.

Agreed to and signed:

Motionloft

By: _____

Print: Joyce Reitman

Its: CEO

Date: _____

City of West Palm Beach

By: _____

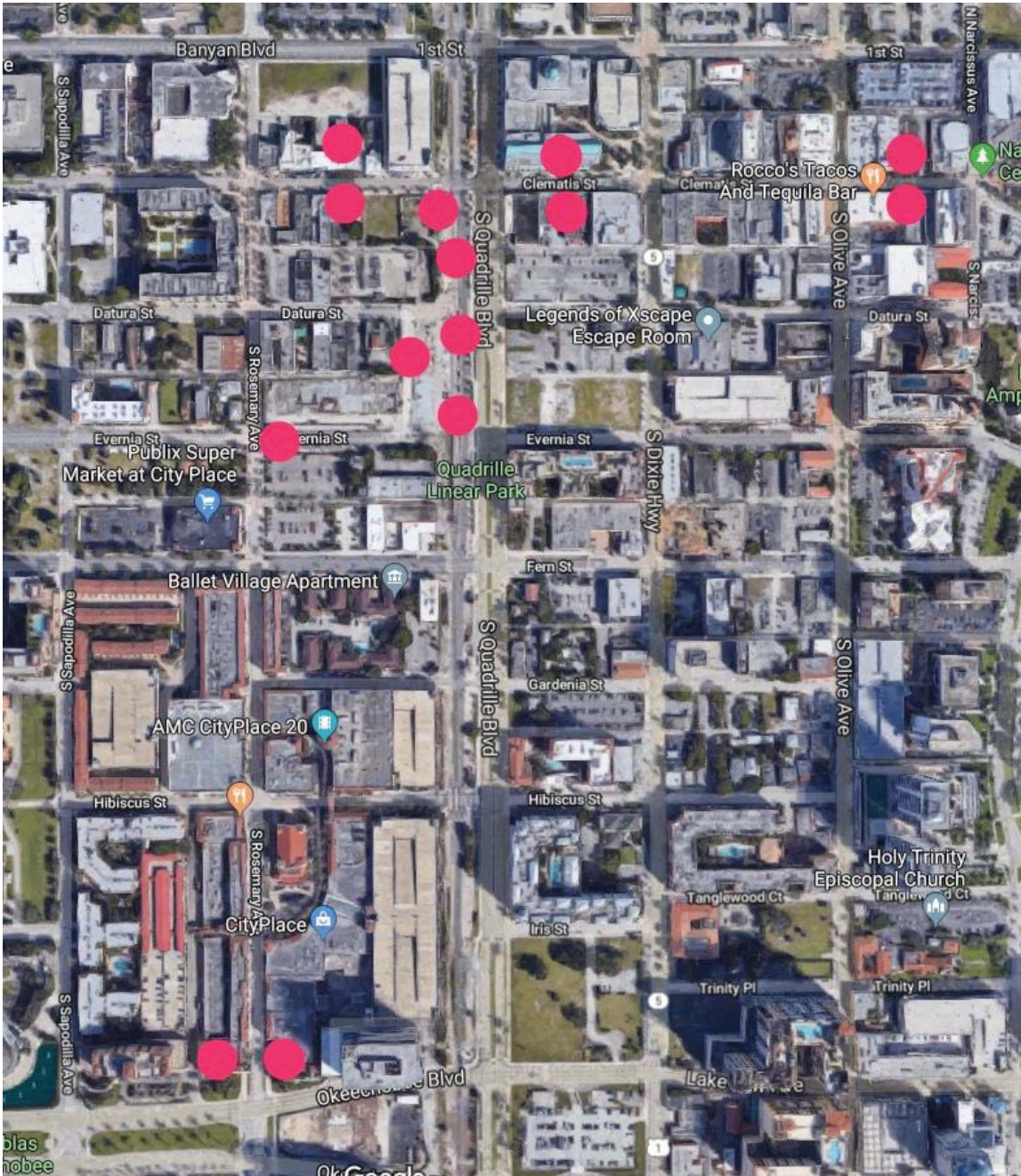
Print: _____

Its: _____

Date: _____

Sensor Installation

Sitemap with Recommended Installation Locations



**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF WEST PALM BEACH
AND
THE WEST PALM BEACH DOWNTOWN DEVELOPMENT AUTHORITY
REGARDING
FUNDING OF MOTIONLOFT, INC., PEDESTRIAN AND VEHICLE COUNT SENSORS**

City Res. No. 349-18
Contract No. 22474

THIS INTERLOCAL AGREEMENT (the "Agreement") by and between the **CITY OF WEST PALM BEACH**, a municipal corporation organized under the laws of the State of Florida (the "City") and **WEST PALM BEACH DOWNTOWN DEVELOPMENT AUTHORITY**, an independent special district established under the laws of the State of Florida, whose address is 300 Clematis Street, Suite 200, West Palm Beach, Florida 33401-5322 (the "DDA");

WHEREAS, it is the purpose and intent of this Agreement, the parties hereto, and the Florida Interlocal Cooperation Act of 1969, as amended, to permit the City and the DDA to make the most efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and provide a means by which the parties may exercise their respective powers, privileges and authorities that they share in common and that each might exercise separately; and

WHEREAS, the City has entered into an Agreement with Motionloft, Inc. (hereinafter "Motionloft"), to lease and install pedestrian and vehicle count sensors (hereinafter "sensors") in the downtown area; and

WHEREAS, the sensors benchmark pedestrian and vehicle traffic counts and provide data to optimize city planning, operations, placemaking programs and special projects; and

WHEREAS, the DDA has agreed to fund fifty percent (50 %) of the cost of the lease and installation of the sensors and associated services; and

WHEREAS, the parties wish to enter into this Interlocal Agreement and to set forth the terms and conditions of their Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of both DDA and City, and each of their respective constituents, it is agreed as follows:

SECTION 1: INCORPORATION OF RECITALS

1.1 The recitals set forth above are incorporated herein and made a part of this Agreement.

SECTION 2: TERM OF AGREEMENT

2.1 This Agreement shall become effective upon its execution by all parties.

2.2 This Agreement shall remain effective until the City and DDA's obligations hereunder have

been satisfied, and while funding is available, unless terminated as provided in this Agreement.

SECTION 3: DDA's FUNDING OBLIGATIONS

- 3.1 DDA agrees to provide funding in the amount of Twenty-Four Thousand Three Hundred Forty-Six and 67/100 Dollars (\$24,346.67) which represents fifty percent (50%) of the cost of the lease and installation of the sensors and associated services.
- 3.2 The DDA agrees to provide such funding upon the full execution of this Agreement.
- 3.3 The DDA covenants that DDA will budget and appropriate sufficient funds to pay the funding obligation under this Agreement.
- 3.4 The DDA hereby ascertains, determines, declares and finds the payment of amounts due under this Agreement is needed to further the goals of the DDA and to promote the DDA's goals in the Downtown area.

SECTION 4: CITY'S OBLIGATIONS

- 4.1 The City shall timely fulfill or cause to be fulfilled all of the conditions and requirements of the Agreement with Motionloft, which are within the control of the City, or which are the responsibilities of the City to fulfill. As such, City shall invite DDA personnel to all meetings with Motionloft and shall include DDA personnel in all electronic email communications with Motionloft as the meetings or electronic email communications pertains to the Agreement with Motionloft.
- 4.2 The City shall provide DDA with continuous and direct access to all data obtained from the sensors as result of the Agreement with Motionloft.
- 4.3 The City shall give the DDA thirty (30) days written notice and shall obtain the DDA's written permission prior to relocating, adding, removing or changing any sensors related to the Agreement with Motionloft.

SECTION 5: FUNDS

- 5.1 The DDA and the City hereby ascertain, determine, declare and find that the funding to lease and install pedestrian and vehicle count sensors in the West Palm Beach Downtown area under this Agreement is needed to further the mutual goals of the City and the DDA and to promote the specific goals of collecting data to better inform both our business environment and residential quality of life projects in the West Palm Beach Downtown area.

SECTION 6: BOOKS AND RECORDS

- 6.1 The City shall maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all costs incurred under this Agreement.
- 6.2 Each party shall retain all such records related to this Agreement in proper order for at least five (5) years following expiration of this Agreement. Each party shall have access to such records, for the purposes of inspection and audit, during this five (5) year period. This

Section shall survive the expiration or termination of this Agreement.

SECTION 7: GENERAL PROVISIONS

- 7.1 Assignment. This Agreement may not be assigned or transferred.
- 7.2 Default and Termination. In the event that either party fails to comply with the terms of this Agreement, then the non-defaulting party shall provide to the defaulting party written notice of the default and the defaulting party shall have ten (10) days within which to initiate action to correct the default and thirty (30) days within which to cure the default to the satisfaction of the non-defaulting party (the "Cure Period"). In the event that the defaulting party fails to cure the default within the Cure Period, the non-defaulting party shall have the right to terminate this Agreement. The effective date of the termination shall be the date specified in the Notice of Termination. In the event of default by the City, the DDA shall have all remedies provided in law or equity, including but not limited to the following: demanding repayment of all funds received by City within ninety (90) days of the demand for repayment.
- 7.2 Notices. Any notices required by this Agreement shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, or alternatively, may be sent by U.S. certified mail, return receipt requested. Notices shall be provided to the following:

As to the City:

City of West Palm Beach
City Hall – 401 Clematis Street (33401)
Post Office Box 3366
West Palm Beach, Florida 33402-3366
Attention: City Administrator

with a copy to:

West Palm Beach City Attorney's Office
City Hall – 401 Clematis Street (33401)
P.O. Box 3366
West Palm Beach, Florida 33402-3366

As to the DDA:

West Palm Beach Downtown Development Authority
300 Clematis Street, Suite 200
West Palm Beach, Florida 33401-5322
Attention: Executive Director

With a copy to:

R. Max Lohman, Jr.
500 South Australian Avenue
Suites 539-540
West Palm Beach, Florida 33401

The effective date of any notice shall be the date of delivery of the notice if by personal delivery (provided a receipt is obtained), courier service (provided a receipt is obtained) or prepaid overnight delivery service; or, if mailed, upon the date which the return receipt is signed or delivery is refused, or the notice is designated by the postal authorities as non-deliverable, as the case may be.

- 7.3 Liability. No party shall be deemed to assume any liability for the negligent or wrongful acts or omissions of another party. Nothing contained herein shall be construed as a waiver by a party of the liability limits established in Section 768.28 of the Florida Statutes. Liability for injury to personnel and the loss or damage of equipment shall be borne by the party employing such personnel or owning such equipment.
- 7.4 Non-Discrimination. The parties agree no person shall on the grounds of race, color, religion, sex, gender identity or expressions, genetic information, national origin, age, disability, familial status, marital status or sexual orientation be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.
- 7.5 No General Obligation. Nothing contained in this Agreement shall constitute or create a lien or be construed or deemed to constitute or create a lien, either legal or equitable, on any of the City's or the DDA's revenues or funds. No person shall ever have the right to compel any exercise of the ad valorem taxing power of the City to make the payments herein provided against any property of the City or the DDA, nor shall this Agreement constitute a charge, lien or encumbrance, either legal or equitable, upon any property or funds of the City or the DDA, except as expressly herein provided.
- 7.6 Filing. This Agreement shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida, as required by Section 163.01(11), Florida Statutes.
- 7.7 No Third Party Rights. This Agreement is solely for the benefit of the City and the DDA and no third party shall be deemed to have any rights hereunder.
- 7.8 Waiver. It is hereby agreed to by the parties that no waiver of breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any covenant.
- 7.9 Entire Agreement. This Agreement expresses the entire agreement of the parties, and no party shall be bound by any promises or representations, verbal or written, made prior to the date hereof which are not incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

CITY OF WEST PALM BEACH

ATTEST:

City Clerk

By: _____
Geraldine Muoio, Mayor

Date: _____, 2018

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: _____

**WEST PALM BEACH DOWNTOWN
DEVELOPMENT AUTHORITY**

Attest: _____
Raphael Clemente, Executive Director

By: _____
Robert Sanders, Chair

DDA General Counsel
Approved as to form and legal sufficiency

By: _____
R. Max Lohman, Esq.

Date: _____, 2018.



MEMO

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

FROM: Raphael Clemente, Executive Director

RE: Downtown Neighborhood Association Partnership with DDA

DATE: Tuesday, December 18, 2018

The DDA has been working closely with the Downtown Neighborhood Association (DNA) since 2010. This partnership has included hosting DNA Board meetings, sponsoring events, small capital projects, and working hand in hand to address issues impacting residential quality of life.

As the DNA has evolved so has the relationship with the DDA. In previous years the DDA has sponsored events and beautification projects under a sponsorship agreement with the DNA. The DNA Board has proposed that new terms allow for the continued partnership between the two organizations to allow for greater community engagement and functionality.

Attached please find the most recent sponsorship terms and a copy of the presentation that will be shared with the DDA Board.



DOWNTOWN NEIGHBORHOOD ASSOCIATION SPONSORSHIP GUIDELINES

1. Location of event must be within the DDA boundaries.
2. Event must further the purpose and mission of the DDA.
3. Paid receipts must be submitted within 45 days following the event.
4. Reimbursement may not exceed 50% of event cost or a maximum of \$1,000.00.
5. Reimbursement for beautification, community, or capital projects may not exceed 50% of cost with a maximum of \$6,000.00 per project.
6. All event invitations and event marketing materials must include the term "Sponsored by the Downtown Development Authority" in a font equal to or larger than the main body of the materials. And must include DDA logo.
7. All event invitations and event marketing materials for DDA sponsored events must be submitted to the DDA for review prior to materials being finalized and distributed.