

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 the DDA CRA and CITY, and each of their respective constituents, it is agreed as follows:

1. **PUBLIC PURPOSE.** The recitals to this Agreement are hereby incorporated as findings. The CRA hereby ascertains determines, declares and finds that the CRA's participation in the Flagler Shore Project furthers the mutual goals of the City and the CRA and promotes the specific goals and obligations of the Strategic Finance and Redevelopment Plan for the Downtown / City Center District.

2. **LICENSE.** City hereby grants to the DDA and CRA a non-exclusive temporary license to install outdoor furniture for use by the public and other place making items, and to coordinate and conduct public events in or on the City's right-of-way, Flagler Drive, and City waterfront property along Flagler Drive, from Okeechobee Boulevard to Banyan Boulevard ("License Area").

3. **TERM; TERMINATION.**

3.1 **Term.** This Agreement shall remain in effect through March 1, 2018, unless terminated earlier in accordance with this Agreement. This Agreement may be extended by a formal written amendment duly executed by all parties.

3.2 Should any party fail to perform its respective obligations under this Agreement may be terminated by written notice to the defaulting party and other party by a non-defaulting party.

3.3 This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for Flagler Shore Project by each party. In the event funds to finance this Agreement become unavailable, the funding party may terminate this Agreement upon no less than twenty-four (24) hours' notice to the other party.

4. **EVENT PROGRAMMING.**

4.1 **Programming.** DDA will program the License Area with events and activities for the general public that are similar in activity and time as that shown on the **Flagler Shore Activation List**, attached as **Exhibit A** and incorporated into this Agreement. Notwithstanding the foregoing, the Parties acknowledge that several public and private events are already scheduled for portions of the License Area, as shown on the **Schedule of Events**, attached as **Exhibit B** and incorporated into this Agreement, along with the following scheduled events:

10-7-17	Cros Ministries
10-14-17	Making Strides
10-26-17	Clematis by Fright
11-4-17	Lagoon Fest
11-30-17	CBN Tree Lighting
12-2-17	Marathon 5k
12*4-17	Marathon
1-14-18	Supercar Sunday
1-27-18	Race for the Cure
2-1 or 2-8-18	CBN Fire Fighter Cook Off

2-11-18 Paws in the Park
2-25-18 MS Walk

Flagler Shore programming may occur concurrent with previously scheduled public and private events provided no conflict as to location or compatibility will be created by the events. DDA will coordinate all programming for the Flagler Shore Project with the City (Community Events division) to ensure that there is no conflict with City events or scheduled private events, and that events programmed at concurrent times in adjacent areas are compatible. For scheduled public or private events which will utilize the full License Area, the Flagler Shore project may provide supporting or complementary programming with the approval of the public or private event organizer.

4.2 **Sandiland.** The Parties agree that the City (Community Events division) will remain responsible for programming the portion of the License Area on Flagler Drive between North Clematis and South Clematis Streets, from November 30, 2017 through January 1, 2018, for Sandiland.

4.3 **Play Structures.** Programming may include play structures within the License Area. The CRA, through its Shore to Core consultant, may provide input on the location of such play structures.

4.4 **Public Art.** All proposed installations of public art shall be reviewed and approved by the City's Art in Public Places committee.

4.5 **Road Closures.** City (Engineering Department and Community Events) will coordinate the MOT for Flagler Drive and will provide changes to the MOT as necessary for the other scheduled public and private events.

4.6 **Non-Sponsored.** Any Party seeking sponsors or supporters of Flagler Shore events shall first coordinate with the City (Community Events sponsor coordinator) to ensure, on a case-by-case basis, that there is no conflict with existing City sponsorships and to align non-competing sponsorships. Sponsors / supporters will be listed on the Flagler Shore website.

5. **COMMUNICATION AND OUTREACH**

5.1 **Marketing.** All Parties shall coordinate marketing materials with the City' Communication division.

5.2 **Press release.** Pursuant to Sec. 6.4 of this Agreement, the City (Communications Director) shall be responsible for issuing press releases for the Flagler Shore Project. The DDA and CRA shall provide information regarding events and programming, and related matters, to the City for inclusion in press releases.

5.3 **Website.** Pursuant to Sec. 8.3 of this Agreement, the CRA shall be responsible for the website for the Flagler Shore Project. The DDA and City shall provide information regarding events and programming, and related matters, to the CRA for inclusion on the Flagler Shore Project website.

5.4 **Newsletter.** Pursuant to Sec. 6.3 of this Agreement, the City shall be responsible for including articles regarding the Flagler Shore Project in the City's newsletter. The DDA and

CRA shall provide information regarding events and programming, and related matters, to the City for inclusion in press releases.

5.5 **Pamphlets.** The DDA shall be responsible for the design of a marketing flyer and mailer. The CRA shall be responsible for the printing and distribution of all mutually agreed upon pamphlets and marketing materials for the Flagler Shore Project.

5.6 **On-Site Signage.** The DDA shall be responsible for the design of on-site signage and promotion of the Flagler Shore project. The CRA shall be responsible for printing of all mutually agreed upon on-site signage.

5.7 **Postcards.** The DDA shall design postcards to promote certain events for the Flagler Shore Project. The CRA shall create and distribute such mutually agreed upon postcards.

5.8 **Neighborhood Outreach.** All Parties shall coordinate with each other and assist in outreach regarding the Flagler Shore Project to various neighborhoods. The DDA will manage and coordinate the *Friends of Flagler Shore* to gather community input and obtain input and feedback on programming ideas.

5.9 **Use of Logos.** DDA shall authorize the City and CRA to utilize the Flagler Shore Logo in all marketing, advertising and outreach for the Flagler Shore Project. During the Term of this Agreement, the City authorizes the CRA and DDA to utilize the City's "WPB" logo in approved media or advertisement (including but not limited to advertisements, brochures, web pages, and printed or electronic information) for the Flagler Shore Project programs, events or activity if approved by the City (Communications Director) prior to the publication of such media/advertising. During the Term of this Agreement, the CRA authorizes the City and DDA to utilize the CRA's logo in approved media or advertisement (including but not limited to advertisements, brochures, web pages, and printed or electronic information) for the Flagler Shore Project programs, events or activity if approved by the CRA prior to the publication of such media/advertising. During the Term of this Agreement, the DDA authorizes the CRA and City to utilize the DDA's logo in approved media or advertisement (including but not limited to advertisements, brochures, web pages, and printed or electronic information) for the Flagler Shore Project programs, events or activity if approved by the DDA prior to the publication of such media/advertising. No Party shall utilize any other Party's logo except under the terms specifically provided in this Agreement. The DDA and CRA are not authorized to utilize the "City Seal" logo for any purposes.

6. **CITY OBLIGATIONS.**

6.1 **Flagler Drive Reconfiguration.** City shall be responsible for reconfiguring Flagler Drive to two (2) lanes (northbound/southbound) and the installation of all related barricades, flashers, reflectors and signage. City shall restripe Flagler Drive, as necessary, within the Flagler Shore Project limits. City shall provide all required MOT plan(s).

6.2 **Existing Landscaping and Plants.** City (Parks & Recreation) shall be responsible for the maintenance of all existing landscaping in the License Area. City shall replace any existing unhealthy plants