



20 N. Swinton Avenue
Delray Beach, FL 3444

Agenda Item #
November 9, 2017

100

~ **CRA BOARD SUMMARY** ~
**AGREEMENT WITH DELRAY BEACH MARKETING COOPERATIVE –
TOURISM IMPROVEMENT DISTRICT STUDY**

At the July 27, 2017 CRA Board meeting, the Delray Beach Marketing Cooperative ("DBMC") presented their CRA funding request for FY 2017-2018 in the amount of \$355,910. The CRA's contribution is approximately 53% of the DBMC's proposed budget of \$677,890 and 67% of the total proposed partnership funding of \$533,910.

At the meeting, the DBMC also requested the CRA Board consider providing funding to engage a consultant (Civitas) to explore the creation of a Tourism Improvement District ("TID") in Delray Beach to reduce CRA and City funding of the DBMC. The preliminary consultant fee is estimated at \$58,000. The program would include the addition of \$1 a night to hotel room fees in Delray Beach and the dollars would be used for destination marketing expenses. It was stated that there are about 75 TIDs in the United States with one being in Ybor City in Tampa, Florida. The intent would be to utilize the funds generated through the TID for use in activating other areas and not just for destination marketing. The funds would eliminate or reduce the need for CRA and City funding for DBMC operations.

At the September 18th CRA Board Workshop meeting, representatives from Civitas gave a presentation regarding the creation of a Tourism Improvement District. There was extensive discussion concerning the process and how the funds would be managed and utilized. It was noted that the any agreement with a consultant would be crafted so that the DBMC would not be obligated to pay the entire fee if the process is terminated that the agreement could be terminated at any phase if the direction and that fees would be paid for only work completed. It was stated that the process can take from 10-12 months.

On October 12, 2017, the CRA Board discussed the creation of a Tourism Improvement District and the associated funding for the study. After discussing the item, the Board directed staff to prepare an Agreement with the DBMC to provide funding for a consultant to create a Tourism Improvement District.

Attached is the proposed Agreement for the board's consideration. The Agreement provides funding in an amount not to exceed \$58,000 to create a Tourism Improvement District, based upon the Scope of Work and Timeline outlined in Exhibit "A" of the Agreement. Payments will be made to the DBMC within 30 days of receipt of an invoice by the DBMC for the work completed. Section 3 of the Agreement contains the termination provisions. The Agreement may be terminated by either party for convenience. The CRA shall be obligated to pay the DBMC for only the work completed by the consultant, up to the termination date.

Recommended Action:

Approve the Agreement between the CRA and DBMC to provide funding in an amount not to exceed \$58,000 for the creation of a Tourism Improvement District.

Submitted By: Jeff Costello, Executive Director

Attachment(s): Proposed Agreement between the CRA and DBMC RE; Tourism Improvement District Study

**FUNDING AGREEMENT FOR FISCAL YEAR 2017-2018 BETWEEN THE
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY AND
AND THE DELRAY BEACH MARKETING COOPERATIVE FOR FUNDING A
CONSULTANT FOR A TOURISM IMPROVEMENT DISTRICT STUDY**

THIS AGREEMENT is made this ____ day of _____, 2017 by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public agency, (hereinafter referred to as "CRA"), and the **DELRAY BEACH MARKETING COOPERATIVE, INC.** a Florida non-profit corporation, (hereinafter referred to as the "DBMC").

WITNESSETH:

WHEREAS, increasing economic development through tourism within the Delray Beach Community Redevelopment Area is essential to the adopted Community Redevelopment Plan; and

WHEREAS, The DBMC's mission is to attract people to the City, create a positive image and increase awareness of Delray Beach for a positive economic impact through Destination Marketing, marketing programs, special events and community collaboration.

WHEREAS, the DBMC desires to undertake a study regarding the creation of a Tourism Improvement District in Delray Beach in an effort to reduce CRA and City funding of the DBMC; and

WHEREAS, the CRA Board finds that the services and programs provided by DBMC further the goals and objectives of the CRA as contained in the adopted Community Redevelopment Plan by attracting tourists to and promoting economic development activity within the downtown area, and are in the best interest of the CRA; and

WHEREAS, the CRA desires to provide the DBMC with an amount not to exceed Fifty Eight Thousand and 00/100 Dollars (\$58,000.00) to pay for the costs necessary to engage a consultant to conduct a study on the creation of a Tourism Improvement District in Delray Beach; and

WHEREAS, the CRA finds that this Agreement serves a municipal and public purpose, is consistent with and furthers the adopted Community Redevelopment Plan, and conforms with the requirements of Florida law.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. The foregoing recitals are true and correct at the time of the execution this Agreement and are incorporated herein.

2. In consideration of the DBMC coordinating the analysis for a Tourism Improvement District, the CRA agrees to pay the DBMC an amount not to exceed Fifty Eight Thousand and 00/100 Dollars (\$58,000.00). The CRA shall make payments to the DBMC within 30 days of the receipt of an invoice from the DBMC which is associated with the completion of the scope of work by the consultant performing the Tourism Improvement District study, pursuant to an Agreement between the DBMC and the consultant. The scope of work and payment schedule is attached hereto as **Exhibit "A"**.

3. The term of this Agreement shall commence upon execution by both parties and may be terminated for convenience by either party on 30 days' written notice, or for cause if either party fails to substantially to perform through no fault of the other, and does not commence correction of such nonperformance within five (5) days

of written notice, and diligently complete the correction thereafter. The CRA shall be obligated to pay the DBMC for only for the work completed by the Consultant, up to the date of termination. The Agreement shall terminate on October 1, 2018, or upon the completion of the scope of work, whichever is earlier.

4. The DBMC shall insure that all publicity, public relations, advertisements and signs recognize the CRA for the support of all activities conducted with the funds provided by the CRA. The use of the CRA logo is permissible, but all signs or other advertising materials used to publicize CRA funded activities must be approved by the CRA prior to being utilized. Upon request by the CRA, the DBMC shall provide proof of the use of the CRA logo as required by this paragraph.

5. This Agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

6. Governing Law. Venue. This Agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

7. The validity of any portion, article, paragraph, provision, clause, or any portion thereof of this Agreement shall have no force and effect upon the validity of any other part of portion hereof.

8. No prior or present agreements or representations with regard to any subject matter contained within this Agreement shall be binding on any party unless included expressly in this Agreement. Any modification to this Agreement shall be in writing and executed by the parties.

9. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CRA: Jeff Costello, Executive Director
20 N. Swinton Avenue
Delray Beach, FL 33444
Telephone No.: (561) 276-8640
Facsimile No.: (561) 276-8558

DBMC: Stephanie Immelmann, Executive Director
140 NE 1st Street
Delray Beach, FL 33444
Telephone No.: (561) 279-1380 Ext. 108

10. Neither the CRA nor DBMC shall assign or transfer any rights or interest in this Agreement.

11. PUBLIC RECORDS. DBMC shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, DBMC shall:

(a) Keep and maintain public records required by the CRA to perform the service.

(b) Upon request from the CRA's custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the DBMC does not transfer the records to the CRA.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the DBMC or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the CRA upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the DBMC keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically

must be provided to the public agency, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF DBMC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DBMC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**RENEE ROBERTS
561-276-8640
ROBERTSRE@MYDELRAYBEACH.COM
20 NORTH SWINTON AVENUE
DELRAY BEACH, FLORIDA 33444**

12. This Agreement shall not be valid until signed by the CRA Chair.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement to Agreement on the date first written above.

ATTEST:

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

JEFF COSTELLO, EXECUTIVE DIRECTOR

By: _____
ANNETTE GRAY, CHAIR

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ (name of officer or agent, title of officer or agent), of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC – STATE OF FLORIDA

ATTEST:

DELRAY BEACH MARKETING
COOPERATIVE, INC.
A FLORIDA NON-PROFIT CORPORATION

BY: _____

PRINT NAME

PRINT NAME: _____

TITLE: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ (name of officer or agent, title of officer or agent), of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.

My Commission expires:

NOTARY PUBLIC

PRINT NAME

EXHIBIT "A"

Action	Date
Initiate project <input type="checkbox"/> Develop mutual understanding of project parameters <input type="checkbox"/> Establish/identify leadership infrastructure	November 2017
Compile District Data	November – December 2017
Consensus Building & Outreach <input type="checkbox"/> One trip by Civitas to Delray Beach for outreach meeting <input type="checkbox"/> Civitas prepares informational handouts for outreach efforts <input type="checkbox"/> Project steering committee outreach to City staff and stakeholders	December 2017 – April 2018
Draft initial Service Plan <input type="checkbox"/> Service Plan sets forth key district parameters including: assessment rate, assessment exemptions, district term, services, and governance structure	January 2018
Petition drive (majority of assessed property owners by number)	January - February 2018
Draft assessment plat and initial resolution <input type="checkbox"/> Assessment plat includes: <ul style="list-style-type: none"> o Area to be assessed o Estimate of the cost of the proposed improvements <input type="checkbox"/> Initial resolution includes: <ul style="list-style-type: none"> o Location of the district o Total estimated cost of improvements o The amount to be paid by special assessments o Special assessment methodology o Method and frequency of paying special assessment o List of assessed properties 	January 2018
Submit draft assessment plat and initial resolution to City	January 2018
Submit Petitions to City	February 2018
City Commission– Adopt assessment plat and initial resolution	February 2018
Draft preliminary assessment roll and notice resolution <input type="checkbox"/> Preliminary assessment roll includes: <ul style="list-style-type: none"> o List of assessed properties o The amount of benefit and the assessment against each assessed property o The number of installments for payment of the assessment <input type="checkbox"/> Notice resolution includes: <ul style="list-style-type: none"> o Time and place for hearing on preliminary assessment roll. At the hearing assessed property owners and members of the public may provide comment on the propriety and advisability of the proposed improvements, the cost of improvements, the manner of payment of special assessments, and the amount of the assessment o Amount of assessment 	March 2018
Submit draft preliminary assessment roll and notice resolution to City	March 2018
City Council – Accept preliminary assessment roll and adopt notice resolution	April 2018
Notice resolution mailed and published	April 2018