



DDB

MEETING NOTICE

Orlando City Hall, Veterans Conference Room, 2nd Floor at 3:00PM

Welcome,

We are glad you have joined us for the April 26, 2023 Downtown Development Board meeting. If you are not on the agenda and would like to speak at the meeting and address the Board, please fill out an appearance request form and hand it to the Board Secretary. The Board is pleased to hear all non-repetitive public comment. Large groups are requested to name a spokesperson. When you are recognized, state your name and address, direct all your remarks to the Board and limit your comments to 3 minutes per item or as set during the meeting.

Written public comment must include your name, address, phone number, and topic. Comments are limited to a maximum of 700 words per item. To submit written public comment, select one of the following options: (1) complete an online comment form on orlando.gov/publiccomments, (2) email to publiccomments@orlando.gov, (3) mail to City Clerk, Public Comment 400 South Orange Avenue, Orlando, FL, 32801, or (4) drop off to the 1st floor Security Station at City Hall. Written public comments received 24 hours in advance of the meeting are distributed to the Board and attached to the related agenda item for public viewing.

Note: Comments that do not include the required information will not be distributed or attached to the agenda. All comments received are public record.

AGENDA

1. Call Meeting to Order
2. Roll Call
3. Approval of Minutes
 - a. March 22, 2023 – Downtown Development Board Meeting
4. Executive Director’s Report – David Barilla, Acting Executive Director
5. Public Comment
6. New Business
 - a. Downtown for the Holidays: Action Promos and Events, Inc., Holiday Train – David Barilla, Acting Executive Director
7. Date of Next Meeting
8. Adjournment

Persons wishing to appeal any decision made with respect to any matter considered at the Downtown Development Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk’s Office 24 hours in advance of the meeting at 407-246-2251.

MEMORANDUM

TO: Jamie Barati, Chair
Monica McCown, Vice Chair
Eugene Jones
Kimberly Stewart
Rachel Moalli

FROM: David Barilla, Acting Executive Director of the Downtown Development Board/Community Redevelopment Agency

DATE: April 26, 2023

SUBJECT: Agenda items to be considered at the Downtown Development Board Meeting for April 26, 2023.

Approval of Minutes:

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the March 22, 2023 Downtown Development Board Meeting

Public Comment:**New Business:**

a. **Downtown for the Holidays: Action Promos and Events, Inc., Holiday Train – David Barilla, Acting Executive Director**

Each year, the Downtown Development Board (DDB) and Community Redevelopment Agency create a seasonal holiday experience around Lake Eola Park for residents and visitors to enjoy. Activations for the thousands that visit each year include a Christmas Tree at the park complete with holiday music, holiday movies, Santa Claus at the Eola House fake snow and a Holiday Market. This year, the DDB is seeking to build on previous efforts and expand activations in an effort to generate more attendance and awareness of downtown's offerings. Part of expansion efforts include a Holiday train for families to enjoy. Through the proposed agreement with Action Promos and Events, Inc., the DDB would provide a Holiday Train every Friday, Saturday and Sunday, December 1 - 23 at a cost of \$21,510.50.

Staff requests that the DDB approve and authorize the Chief Procurement Officer to enter into the attached agreement with Action Promos and Events, Inc., subject to review and approval of the City Attorney's Office.

Persons wishing to appeal any decision made with respect to any matter considered at the Downtown Development Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 24 hours in advance of the meeting at 407-246-2251.



DDB

Date of Next Meeting:

The next Downtown Development Board Meeting will be held Wednesday, May 24, 2023 at 3:00 p.m. in Veterans Conference Room.

Adjournment

Persons wishing to appeal any decision made with respect to any matter considered at the Downtown Development Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 24 hours in advance of the meeting at 407-246-2251.



407-284-1635 Xtreme Central FL
 954-790-5345 South Florida
 813-833-1118 West Coast Florida

Invoice#: 6257D

Client Name: City of Orlando Downtown Development Board

Date: 04/13/23

Event Date/Times	Description	Amount
Dec 1-3 & 8-10 & 15-17 & 22-23		
Up to 4 Hrs Ea Day	Holiday Train w/Holiday Décor	
	Red and White Tent for Depot	
	Set Up/Delivery/Attendant	
	Deposit Amount Due	\$9777.50

Rental Agreement

Date: 04/13/23

Terms and Conditions: 50% Deposit Due to Book Date/Equipment. Balance Due Tuesday Before Each Event. We accept Mc/Visa and Checks.

Event Date:	See Above	Times:	Up to 4 hrs ea day	Set-up Time:	TBD
Invoice #:	6257D	Deposit Amount Due:	\$9777.50	Total Amount Due:	\$19555

- SET UP:** Action Promos and Events will need at least 1 hr.(s) to set up each event. We will need truck and trailer access to the location for set-up and strike. All service elevators/loading docks/backyard gates/doors etc., have been preapproved for height/length/width/weight of all invoiced equipment prior to event date. Action Promos and Events Staff Member must approve set-up feasibility and safety.
- ACTIVITY TIME:** This event is based on (See Above) hours of actual activity time. Overtime will be billed at 500.00 dollars (\$500.00) per hour, per Action Promos and Events rental item, and will be charged from the scheduled event ending time unless other terms are pre-arranged.
- CHANGES TO CONTRACT:** Adjustments, changes, submissions or omissions to the

contract are not allowed by the client. All adjustments, changes, submissions or omissions are to be done in writing to Action Promos and Events prior to event date.

4. **POWER:** Client is responsible for all power requirements unless otherwise pre-arranged.
5. **SCHEDULING:** All events are considered tentative until a signed contract is received in our office two weeks before the event. A signed contract guarantees the deposit and the event date. By paying the deposit/balance, the client agrees to conditions of the contract. Contracts received less than two weeks before the event will be subject to availability. Once a signed contract is received by Action Promos and Events there will be no changes decreasing the contract total from the original signed and agreed upon amount without penalty.
6. **DEPOSIT/CANCELLATION POLICY:** All deposits and or 50% of the contract total will be forfeited in the event of default for any reason after a signed contract is received by Action Promos and Events. In the event inclement weather permits the event to be canceled on original contract day, rescheduling is permitted and subject to Action Promos and Events availability, and all monies paid and unpaid will be forwarded to new date and all monies paid will be retained by Action Promos and Events for up to 1 year from original event date. All cancellations of Carnival/Fair/Amusement Rides must be submitted 4 days prior to event date or scheduled inspection date. Failing to timely cancel a scheduled Carnival/Fair/Amusement Ride will result in a cancellation fee or loss of deposit.
7. **PAYMENT:** Payment is due 3 days before event, should for any reason, an invoice remains outstanding in excess of 10 days, we will assess a 25% penalty to the balance.
8. **DIRTY, DAMAGED OR LOST EQUIPMENT:** Lessee agrees to pay for any damage to or loss of the Equipment, regardless of cause, except reasonable wear and tear, while the Equipment is out of the possession of the Lessor. Lessee also agrees to pay reasonable cleaning expenses, subject to a \$85.00 minimum, for Equipment returned dirty.
9. **DAMAGE WAIVER:** You may elect to pay a fee equal to a fixed percentage of 10% of the cost of your contract, in lieu of additional charges for DAMAGED ITEMS. This Damage Waiver provision DOES NOT cover shortage or loss of items. NOR does it cover damage due to improper or abusive use of items. Any Equipment damaged beyond repair will be paid for at its replacement cost. The cost of repairs or replacement costs will be set by the Lessor. Lessee may elect, for an additional charge, to waive any liability for damage in accordance with the Damage Waiver provision below. Acceptance of the Damage Waiver also covers if the damaged equipment has been leased to others for upcoming events, otherwise you may be liable for their replacement charges as well.
10. **HOLD HARMLESS PROVISION:** Lessee agrees to indemnify and hold Lessor harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use cite equipment including, but not limited to the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless lessor from injuries or damages incurred as a result of the use of said equipment unless Lessor is operating the equipment and is deemed by court of law to be negligent in its actions. Lessor cannot under any circumstances be held liable for injuries or illnesses as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless Lessor from any loss, damage, theft, or destruction of the equipment during the term of this contract and any extension thereof.
11. **DUTY TO MITIGATE:** In the event of injury, damage or loss due to Lessor's negligence, Lessee agrees and assumes the duty to mitigate all costs resulting from said injury, damage or loss.
12. **ATTORNEY FEES AND TAXABLE COST, GOVERNING LAWS, VENUE, & JURISDICTION:** Should there be a breach of this agreement, any dispute concerning this

agreement, or payment or performance default of this agreement, and a lawsuit instituted for any of those reason, the prevailing party shall be entitled to recover reasonable attorney fees and taxable cost in that lawsuit. It is agreed by the parties that this agreement is governed by the laws of the State of Florida; they agree that should a lawsuit be filed concerning this agreement, that the lawsuit must be filed and tried in Pinellas County in the State of Florida; and they agree that all payments due be sent to-Action Promos and Events 10850 47th St. #B Clearwater FL 33782.

13. PLEASE READ BEFORE ACCEPTING/DECLINING DAMAGE WAIVER

ACCEPTANCE / DECLINATION OF DAMAGE WAIVER: I ACCEPT / DECLINE THE DAMAGE WAIVER (PLEASE INITIAL) below. If accepted, Lessee agrees to pay an additional fee of ten percent (10%) of the total contracted amount and added to current invoice. I acknowledge a DAMAGE WAIVER IS NOT INSURANCE. I specifically acknowledge that I have received and understand the instructions regarding the use and operation of the rental equipment or have hired staff from the lessor to operate the equipment. Please refer to Paragraphs 8 and 9 of this agreement for a more defined explanation of this Waiver. Acceptance will result in automatic addition of this fee to invoice. Not available with any customer pick up (CPU). Not available for fabric or linens.

Accept Damage Waiver

Decline Damage Waiver

14. EQUIPMENT SAFETY RULES

- Action Promos and Events Inflatables must be anchored prior to use by stakes and/or sandbags.
- Once the inflatable(s) or equipment(s) listed on the invoice above has been set up, they CANNOT be moved to another area unless performed by Action Promos and Events Staff.
- Users must remove shoes, glasses, lanyards and any sharp objects prior to entering all inflatable units.
- Always have an adult present to supervise the inflatable.
- Only children of the same size and/or age group are allowed on the equipment at the same time.
- Do not allow anyone to climb on the outside walls or roof of the inflatable at any time.
- Always follow instructions with regards to age limits and number of guests allowed on the unit.
- Never add a water hose or water to equipment unless authorized by Action Promos and Events Staff Member.
- In case of bad weather, all guests/riders must be removed from the inflatables and/or equipment and abide by all instructions given by Action Promos and Events Staff/Volunteer.
- In case of lightning, all participants will be removed from the inflatables and/or equipment and must go inside grounded structure, i.e., building, vehicle etc. Lightning protocol will be enforced, and participants must wait up to 30 minutes after the last lightning strike before resuming activity. Action Promos and Events Staff will inform the participants when it is safe to return.
- In case of wind gusts in excess of 20 miles per hour, all guests/riders must be removed from unit. If the unit is anchored by sandbags only, 10 mile and hour winds are the limit. Unplug the unit to deflate it.
- Do not allow flips, horseplay or rough housing of any kind in or around unit.
- Never allow guests/riders to play on inflatable unit until it is completely inflated and certified ready by an Action Promos and Events Staff Member.
- If for any reason, an inflatable loses air, blower stops working or air pressure is low, remove all participants immediately and check the problem. Contact an Action Promos and Events Staff

Member immediately.

- Do not use soap, oils of any kind or silly string on the inflatable unit/ride.
- No food, gum, candy of any kind should be allowed on the inflatables and/or equipment.
- Any participant that is not following the safety rules or endangering others will be removed immediately. Action Promos and Events Staff Member reserves the right to stop an event if participants are unruly or causes harm to others.
- Please call Action Promos and Events Staff if you have any questions or concerns at the number provided 813-833-1118 or 407-284-1635.

15. If I am not Lessee as defined above, I certify that I am a bona fide agent of Lessee and am authorized to sign for Lessee. Lessee further acknowledges that he has read and fully understands the within equipment rental contract, which constitutes our entire agreement, and agrees to be bound by all the terms, conditions and provisions hereof. Lessee acknowledges that he has received a true and correct copy of this agreement at the time of execution hereof. I hereby acknowledge receipt of equipment subject to delivery and the stated terms of this agreement, which I have read.

I have read and acknowledged all the Rental Agreement and Equipment Safety Rules and have had ample time to ask questions or concerns. By signing my signature below, I agree to the terms of the Rental Agreement and will abide by the Equipment Safety Rules for the safety of my guests and success of my event. Failure to do so may result in event stoppage and forfeiture of funds.

Accepted and signed by Lessee or a Representative of the Lessee:

_____ Date: _____
 Print Name

 Signature

LESSOR/Corporate Office Mailing Address:
Action Promos and Events Inc
3560 54th Ave N
St Petersburg FL 33714

By: *Cheryl Pastorini, VP*

Lessee:	
Event Address:	
City, State, Zip	
Name of Person Responsible for Placement of Equipment:	

Cell #:	
Visa/MC#:	
Expire Date:	
CVV#:	
Billing Zip Code:	
Name as appears on Card:	
Signature:	

**By Signing This Agreement, Client Agrees to The Terms and Conditions set herein.
Please sign and Scan/Email back to jpastori@tampabay.rr.com**

Fiscal Impact Statement

Indicate the **Total Fiscal Impact** of the action requested, including personnel, operating, and capital costs. Indicate costs for the current fiscal year and annualized costs. Include all related costs necessary to place the asset in service.

Description: Each year, the Downtown Development Board (DDB) and Community Redevelopment Agency create a seasonal holiday experience around Lake Eola Park for residents and visitors to enjoy. Activations for the thousands that visit each year include a Christmas Tree at the park complete with holiday music, holiday movies, Santa Claus at the Eola House, fake snow, and a Holiday Market. This year, the DDB is seeking to build on previous efforts and expand activations to generate more attendance and awareness of downtown’s offerings. Part of expansion efforts include a Holiday train for families to enjoy. Through the proposed agreement with Action Promos and Events, Inc., the DDB would provide a Holiday Train every Friday, Saturday and Sunday, December 1 - 23 at a cost of \$21,510.50. .

Expenses

Will the action be funded from the Department’s current year budget? Yes No

If No, please identify how this action will be funded, including any proposed Budget Resolution Committee (BRC) action(s).

	Current Fiscal Year Cost Estimate	Estimated Annualized Cost Thereafter
Personnel	\$0	\$ See below
Operating/Capital	\$21,510.50	\$ See below
Total Amount	\$21,510.50	\$ See below

Comments (optional): (enter text here)

Revenues

What is the source of any revenue and the estimated amount? N/A Amount \$0

Is this recurring revenue? Yes No

Comments (optional): (enter text here)

Funding

Expenses/Revenues will be recorded to:

	Source #1	Source #2	Source #3
Fund	4190 F		<u>(enter text here)</u>
Department /Division	EDV/DDB		<u>(enter text here)</u>
Cost Center/Project/Grant	DDB0001 P		<u>(enter text here)</u>
Total Amount	\$21,510.50		\$0