



DDB

Meeting Notice

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

Welcome,

We are glad you have joined us for the August 27, 2025, 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. July 23, 2025 – Downtown Development Board Meeting
 - B. August 20, 2025 – DDB + CRA Advisory Board Budget Workshop
4. Executive Director's Report – David Barilla, Executive Director
5. Public Comment
6. New Business
 - A. 2025-2026 Proposed Budget and Resolution – Molly Diaz, Fiscal Manager
 - B. 2025-2026 DDB/CRA Cost Share Agreement – Molly Diaz, Fiscal Manager
 - C. 2025-2026 City Services Agreement – Molly Diaz, Fiscal Manager
 - D. 2025-2026 City District, Inc. Funding Agreement – Samantha Levine, Housing and Homelessness Initiatives Manager
 - E. 2025-2026 Thornton Park District Funding Agreement – Samantha Levine, Housing and Homelessness Initiatives Manager
 - F. 2025-2026 Downtown Arts District Funding Agreement – Samantha Levine, Housing and Homelessness Initiatives Manager
 - G. 2025-2026 Special Event Funding Agreement between the Downtown Development Board and the City of Orlando – Samantha Levine, Housing and Homelessness Initiatives Manager
 - H. 2025-2026 Vegan Farmers Market Funding Agreement – Jeramiah Caret, Project Manager
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 Kimberly Stewart, Chair
Rachel Moalli, Vice Chair
Steve Garrity
Jason Chin
Dr. Robert M. Spooney

From David Barilla, Executive Director of the Downtown Development Board/Community Redevelopment Agency

Date August 27, 2025

Subject Agenda items to be considered at the Downtown Development Board Meeting for August 27, 2025

Approval of Minutes

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the July 23, 2025, Downtown Development Board Meeting and the August 20, 2025, DDB/CRAAB Budget Workshop Meeting.

Executive Director's Report

David Barilla, Executive Director

Public Comment**New Business****A. 2025-2026 Proposed Budget and Resolution**

Molly Diaz, Fiscal Manager

The Resolution sets forth the DDB budget for Fiscal Year 2025-2026.

Staff is requesting approval of the proposed Fiscal Year 2025-2026 Downtown Development Board Budget, adoption of the Resolution, and authorize the Chair and Executive Director to execute the Resolution.

B. 2025-2026 DDB/CRA Cost Share Agreement

Molly Diaz, Fiscal Manager

The Cost Share Agreement between the CRA and DDB outlines the terms under which the DDB and CRA will share administrative costs for Fiscal Year 2025-2026.

Staff is requesting approval of the Cost Share Agreement for Fiscal Year 2025-2026 between the Downtown Development Board and the Community Redevelopment Agency, subject to review and approval by the City Attorney's Office, and authorize the Chair and Executive Director to execute the Agreement.

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.

C. 2025-2026 City Services Agreement*Molly Diaz, Fiscal Manager*

The City Services Agreement outlines the terms under which the City will provide administrative and professional support to the DDB.

Staff is requesting that the Downtown Development Board approve the City Services Agreement for Fiscal Year 2025-2026 between the City of Orlando and the Downtown Development Board, subject to review and approval by the City Attorney's Office, and authorize the Chair and Executive Director to execute the Agreement.

D. 2025-2026 City District, Inc. Funding Agreement*Samantha Levine, Housing and Homelessness Initiatives Manager*

City District, Inc. is an Orlando Main Street with a mission to promote and advocate for the stakeholders and serve as a vehicle for business and community enhancement, while supporting and ensuring economic stability through event programming, design, and heightened community marketing promotions. The agreement between the Downtown Development Board (DDB) and the District provides up to a total of \$50,000 in reimbursable funding to the District for pre-approved events and projects within the District. The Funding Agreement between the DDB and the District includes benchmarks for the District to meet including, but not limited to, maintaining an office in the Area, promoting events within the District conducted by District businesses, the City or its agencies, and assisting in welcoming new businesses to the District.

Staff is requesting that the DDB approve the Funding Agreement between the DDB and City District, Inc. in the not to exceed amount of \$50,000 for FY 2025-2026, subject to review and approval by the City Attorney's Office, and authorize the Chair and Executive Director to execute the Agreement.

E. 2025-2026 Thornton Park District, Inc. Funding Agreement*Samantha Levine, Housing and Homelessness Initiatives Manager*

Thornton Park District is an Orlando Main Street with a mission to create a vibrant community for its business owners, residents, and visitors through events, public art, and design. The agreement between the Downtown Development Board (DDB) and the District provides up to a total of \$50,000 in reimbursable funding to the District for pre-approved events and projects. The Funding Agreement between the DDB and the District includes benchmarks for the District to meet including, but not limited to, maintaining an office in the Area, promoting events within the District conducted by District businesses, the City or its agencies, and assisting in welcoming new businesses to the District.

Staff is requesting that the DDB approve the Funding Agreement between the DDB and Thornton Park District, Inc. in the not to exceed amount of \$50,000 for FY 2025- 2026, subject to review and approval by the City Attorney's Office, authorize the Chair and Executive Director to execute the Agreement.

F. 2025-2026 Downtown Arts District Funding Agreement
Samantha Levine, Housing and Homeless Initiatives Manager

Downtown Arts District, Inc. (DAD) is a Florida not-for-profit corporation with a mission to lead, stimulate, and guide the development of a vibrant, innovative arts and cultural district that enhances economic development in Downtown Orlando. The agreement between the Downtown Development Board (DDB) and DAD provides up to a total of \$50,000 in reimbursable funding to DAD for pre-approved events or projects within the District. The Funding Agreement between the DDB and DAD includes benchmarks for DAD to meet including, but not limited to, maintaining an office in the Area, promoting events within the district conducted by artists or art related groups, the City or its agencies, and assisting in welcoming new artists or art related businesses.

Staff is requesting that the DDB approve the Funding Agreement between the DDB and Downtown Arts District, Inc. in the not to exceed amount of \$50,000 for FY 2025-2026, subject to review and approval by the City Attorney's Office, authorize the Chair and Executive Director to execute the Agreement.

G. 2025-2026 Special Event Funding Agreement between the Downtown Development Board and the City of Orlando
Samantha Levine, Housing and Homelessness Initiatives Manager

The City of Orlando and the Downtown Development Board (DDB) strive to bring world class events to the downtown corridor encouraging both visitors and residents to come and enjoy not only the events but downtown businesses as well. The Funding Agreement between the DDB and the City will provide the City with DDB funding for Fall Fiesta in the Park at Lake Eola on November 1-2, 2025, Spring Fiesta in the Park on April 4-5, 2026, Earth Day on April 26, 2026, and Fireworks at the Fountain on July 4, 2026.

Staff is requesting that the DDB approve the Funding Agreement between the DDB and the City of Orlando in the total not to exceed amount of \$76,000 for FY 2025- 2026, subject to review and approval by the City Attorney's Office and authorize the execution of the Agreement by the Chair and the Executive Director.

H. 2025-2026 Vegan Farmers Market Funding Agreement
Jeramiah Caret, Project Manager

The Orlando Bearded Vegan LLC has been successfully presenting an International Vegan Farmers Market event on a quarterly basis within the Central Business District, bringing in anywhere from 8,000 to 12,000 attendees each quarter. The Downtown Development Board (DDB) deems this event integral to the continued efforts to highlight a central area of the DDB that does not often have an opportunity to host events and bring visitors to its core. The market also fills an important gap by providing fresh food opportunities to an area lacking in fresh options. The DDB would like to guarantee both the longevity and growth of this event by providing the Orlando Bearded Vegan LLC with \$10,000 for each of its four events during the 2025-2026 fiscal year.

Staff is requesting that the DDB approve the funding agreement with Orlando Bearded Vegan LLC in a not to exceed amount of \$40,000 for FY 2025-2026, subject to review

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

and approval of the City Attorney's Office and authorize the Chair and Executive Director to execute the Agreement.

Date of Next Meeting

The next Downtown Development Board Meeting will be held Wednesday, September 24, 2025, 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.

Downtown Development Board/Community Redevelopment Agency Advisory Board
Orlando City Hall, 6th Floor, 400 South Orange Ave., P.O. Box 4990, Orlando, FL 32802
Phone: (407) 246-2555 www.downtownorlando.com

A RESOLUTION OF THE DOWNTOWN DEVELOPMENT BOARD OF THE CITY OF ORLANDO ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; MAKING FINDINGS; AUTHORIZING AMENDMENTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Executive Director of the Downtown Development Board (the “DDB”) has submitted a budget for the DDB’s Fiscal Year beginning October 1, 2025 and ending September 30, 2026; and

WHEREAS, the budget includes the estimated expenditures necessary to carry out the functions of the DDB for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026; and

WHEREAS, the budget includes the estimated revenues to be received by the DDB during said period from all sources and any amounts carried over from prior fiscal years; and

WHEREAS, the DDB has examined and carefully considered the proposed budget in a duly assembled, properly noticed, public meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE DOWNTOWN DEVELOPMENT BOARD OF THE CITY OF ORLANDO:

SECTION 1: The DDB does hereby adopt, confirm and approve the budget attached hereto as Exhibit "A" as the budget for the DDB for the Fiscal Year beginning October 1, 2025 and ending September 30, 2026, subject to approval by City Council as required by the Downtown Development Board Act provision codified as Chapter 18 Section 6(2) of the City Charter.

SECTION 2: The DDB does hereby find that:

- a) The budget adopted in Section 1 has been prepared in accordance with generally accepted accounting principles; and
- b) The estimated revenues to be received by the DDB during the Fiscal Year beginning October 1, 2025, and ending September 30, 2026 from all sources, and any amounts carried over from prior fiscal years, equals the total of appropriations for expenditures and reserves in the budget during said period; and
- c) The budget, as such budget may be amended from time to time, will govern expenditures of the DDB and no expenditures shall be made nor contracts for expenditures be entered into except in pursuance of budgeted appropriations;
- d) The budget is adopted in accordance with Section 189.016, Florida Statutes (2024).

SECTION 3: In order to effect an orderly year-end closeout of all financial books and records for the DDB, the City of Orlando’s Chief Financial Officer (the “CFO”), on behalf of and subject to the direction of the DDB, is hereby authorized and directed, as needed, to increase the corresponding line item appropriations in the budget to the extent of those purchase orders which shall have been

issued prior to September 30, 2025, but shall not have been filled prior to that date, and is authorized and directed to pay all such purchase orders upon receipt of the goods or services therein specified from the funds so appropriated. The CFO is hereby further authorized and directed to increase the appropriate budget line items to include any unexpended balances as of the end of business on September 30, 2025 from state, federal or other grants that were previously authorized by the DDB, and to the extent of any unexpended balances from the prior fiscal year's budget, as amended whether or not encumbered, outstanding in projects as of the end of business on September 30, 2025 and all such balances shall be appropriated to the corresponding accounts in the same funds in which they were outstanding as of September 30, 2025, and the CFO shall be authorized to expend such appropriations for the purposes approved by the DDB in connection with such state, federal or other grants, and projects. Corresponding changes in the anticipated revenue accounts are hereby authorized.

SECTION 4: The CFO shall have the authority to transfer appropriations from one line item to another line item of the budget, upon approval of the DDB Executive Director, so long as the total appropriations shall not be increased or decreased thereby. Transactions affecting total appropriations, other than those previously authorized by the DDB shall require the prior approval of the DDB. Any such transactions are subject to any restrictive statutes or ordinances, including those authorizing the issuance of any outstanding bonds.

SECTION 5: Any changes to the budget made by the CFO, other than correction of errors, shall be reported to the DDB Executive Director on at least a quarterly basis. Any amendments to the budget shall be made in accordance with Section 189.106(6), Florida Statutes (2024). Such amendments shall be, subject to approval by City Council as required by the Downtown Development Board Act provision codified as Chapter 18 Section 6(2) of the City Charter.

SECTION 6: This resolution shall take effect immediately upon its adoption by the DDB.

ADOPTED at a regular meeting of and by the Downtown Development Board this ____ day of _____, 2025.

DOWNTOWN DEVELOPMENT BOARD

ATTEST:

By: _____
Executive Director

By: _____
Chairman

APPROVED AS TO FORM AND LEGALITY FOR THE
USE AND RELIANCE OF THE DOWNTOWN
DEVELOPMENT BOARD, ONLY.

_____, 2025.

Chief Assistant City Attorney

Exhibit "A"
FY 2025/2026 Proposed Budget
Revenue and Appropriations Summary

Downtown Development Board
Fund 4190

Revenues

Ad Valorem Taxes	\$4,221,358
Charges for Services	175,000
Other Revenues	-15,000
<u>Total Revenues</u>	<u>\$4,381,358</u>

Appropriations

<u>Downtown Development Board Fund</u>	<u>\$4,381,358</u>
Economic Development	4,381,358
<u>Total Appropriations</u>	<u>\$4,381,358</u>

Project and Grant Appropriations within Total

<u>Downtown Development Board Fund</u>	<u>\$2,123,101</u>
Marketing	700,000
Special Events	1,348,101
Farmers Market	75,000

COST-SHARE AGREEMENT
(Fiscal Year October 1, 2025 – September 30, 2026)

**DOWNTOWN DEVELOPMENT BOARD
AND
COMMUNITY REDEVELOPMENT AGENCY**

THIS AGREEMENT, effective as of October 1, 2025, is made and entered into by and between the Downtown Development Board, an agency of the City of Orlando created by referendum in December 1972 under the Orlando Central City Neighborhood Development Board Act, Chapter 71-810, Laws of Florida, codified in Chapter 18 of the Charter of the City of Orlando, hereinafter called "DDB", and the City of Orlando Community Redevelopment Agency, an agency created pursuant to Part III of Chapter 163, Florida Statutes, hereinafter called "Agency".

WHEREAS, the Downtown Development Board was created as a body corporate and agency of the City of Orlando for the purpose of, among other things, creating and implementing plans for the downtown Orlando area; and

WHEREAS, the Downtown Development Board is a five (5) member board created by state law; and

WHEREAS, the City Council of the City of Orlando (City Council) has created a Community Redevelopment Agency for the public purpose of carrying out redevelopment within designated community redevelopment areas specified by the City Council; and

WHEREAS, the City Council has designated itself as the Agency pursuant to Section 163.357, Florida Statutes; and

WHEREAS, it has been determined that the administration of both the DDB and the Agency would enhance cost efficiency and coordination through the sharing of certain staff time, and required services and programs; and

WHEREAS, there are legal distinctions between the DDB and the Agency which affect the financial and budgetary requirements of each; and

WHEREAS, the DDB has professional staff employed and on retainer to said DDB and the Agency has professional staff employed and on retainer to said Agency; and

WHEREAS, the DDB is willing to make available to the Agency and the Agency is willing to make available to the DDB, in accordance with the terms and conditions set forth in this Agreement, staff, staff support, and other costs.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. In an effort to avoid the creation of additional categories of staff, the DDB and the Agency hereby agree to share in the costs of salary, benefits, and other related staff support costs during the 2025-2026 fiscal year commencing October 1, 2025, and ending September 30, 2026. These shall include, but not be limited to, executive salary, salaries and wages, and employee benefits. These items for fiscal year 2025-2026 are to be paid for and allocated in terms of work responsibilities along the following percentages:

<u>Staff Support</u>	<u>DDB Percent of Time and Costs</u>	<u>Agency Percent of Time and Cost</u>
Placemaking Director (50% of overall salary)	25 Percent	75 Percent
Director of Urban Development (50% of overall salary)	25 Percent	75 Percent
Executive Director	50 Percent	50 Percent
Assistant Director	50 Percent	50 Percent
Assistant Director	50 Percent	50 Percent
DDB/CRA Project Manager	30 Percent	70 Percent
DDB/CRA Project Manager	20 Percent	80 Percent
DDB/CRA Project Manager	20 Percent	80 Percent
DDB/CRA Project Manager	20 Percent	80 Percent
DDB/CRA Project Manager	20 Percent	80 Percent
Fiscal Manager Division	30 Percent	70 Percent
Marketing & Communications Manager	50 Percent	50 Percent
Marketing & Communications Coordinator	50 Percent	50 Percent
Economic Development Coordinator	50 Percent	50 Percent
Economic Development Coordinator	20 Percent	80 Percent
Economic Development Coordinator	20 Percent	80 Percent
Economic Development Coordinator	20 Percent	80 Percent
DDB/CRA Board Secretary	40 Percent	60 Percent
Downtown Orlando Services Liaison	50 Percent	50 Percent
Downtown Orlando Services	50 Percent	50 Percent

Coordinator		
Fiscal Coordinator CRA	30 Percent	70 Percent
Graphic Designer III	20 Percent	80 Percent
Interactive Media Coordinator	50 Percent	50 Percent
Sr Administrative Assistant	50 Percent	50 Percent
CRA Operations Manager	25 Percent	75 Percent

The above-referenced percentages shall represent the portion of the cost that the DDB and the Agency will be responsible for, regarding the staff positions designated. The percentages shall also indicate the allocation of the percentage of time that each such staff member shall devote to the respective work responsibilities of the DDB or the Agency.

2. The costs to be incurred by the DDB for staff support based on the percentages enumerated in paragraph 1 of this Agreement shall be based on actual expenditures estimated at three million, one hundred seventy eight thousand, four hundred and fifty one dollars (\$3,178,451) Funds will be transferred between the DDB and the Agency as necessary to reflect the correct final costs and account for the difference in budget responsibility for staff positions. The estimated amount to be transferred from DDB to Agency is one million, one hundred forty-one thousand, three hundred and twenty-one dollars (\$1,141,321) as approved in the DDB budget for fiscal year 2025-2026.

3. The DDB is willing to make available to the Agency and the Agency make available to the DDB required services provided by personnel on retainer to the DDB and the Agency.

4. This Agreement shall be effective as of October 1, 2025, and the term of this Agreement shall be from October 1, 2025 through September 30, 2026.

IN WITNESS WHEREOF, the DDB and the Agency have executed this Agreement on the date first written above.

Signatures on next page

By: _____
Chair

ATTEST:

David Barilla
Executive Director

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ and David Barilla. as the Chairman and Executive Director, respectively, for the Downtown Development Board.

Signature of Notary Public – State of Florida
Print, Type, or Stamp Notary Name: _____

(Affix Notary Stamp or Seal Above)

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
DDB, only.
_____, 2025.

Chief Assistant City Attorney
Orlando, Florida

REDEVELOPMENT AGENCY

By: _____
Buddy Dyer, Chairman

ATTEST:

David Barilla
Executive Director

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by Buddy Dyer and David Barilla as the Chairman and Executive Director, respectively, for the City of Orlando Community Redevelopment Agency.

Signature of Notary Public – State of Florida
Print, Type, or Stamp Notary Name:_____

(Affix Notary Stamp or Seal Above)

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
CRA, only.
_____, 2025.

Chief Assistant City Attorney
Orlando, Florida

SERVICES AGREEMENT – CITY/DDB

THIS AGREEMENT, effective as of October 1, 2025, is made and entered into by and between the City of Orlando, Florida, a municipal corporation (hereinafter referred to as “CITY” or “the CITY”) and the Downtown Development Board of the City of Orlando, an agency of the City of Orlando created by referendum in December 1972 under the Orlando Central City Neighborhood Development Board Act, Chapter 71-810, Laws of Florida, codified in Chapter 18 of the Charter of the City of Orlando (“Act”), hereinafter referred to as “DDB”).

WHEREAS, pursuant to the Act, the DDB is charged with planning for the redevelopment of the Downtown Development Area; and

WHEREAS, the CITY and the DDB are keenly interested in maintaining and revitalizing the DDB area as a visibly attractive, economically viable, and socially desirable area of the CITY; and

WHEREAS, the CITY has professional staff employed by CITY; and

WHEREAS, CITY staff time and expertise in various matters, including administration, personnel, engineering, finance, law, purchasing, public works and planning, can be beneficially utilized in DDB’s; and

WHEREAS, CITY is willing to make available to the DDB, in accordance with the terms and conditions set forth in this Agreement, professional staff and administrative support;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement and other good and valuable consideration, the receipt of which is acknowledged, CITY and DDB agree as follows:

ARTICLE 1

PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 Recitals. That each WHEREAS clause set forth above is true and correct and herein incorporated by this reference.

1.2 CITY Approval. On _____ the City Council, by motion, authorized the proper CITY officials to execute this Agreement.

1.3 DDB Approval. On _____ the DDB by motion, authorized the proper DDB officials to execute this Agreement.

ARTICLE 2

SERVICES

2.1 General Services. The CITY agrees to perform the following functions and duties in accordance with established procedures or in the absence of same, as provided for by CITY in the conduct of its own affairs.

2.1.1 The CITY shall provide financial services which shall include, but not be limited to, management of DDB fiscal accounts, investment of DDB assets, payroll, accounting, monthly and annual reporting, federal income and social security tax reporting, sales tax reporting, if any, and other fiscal needs in accordance with City Policies and Procedures related thereto. The Chief Financial Officer of the CITY shall act as the DDB Treasurer.

2.1.2 The CITY shall, when requested by the DDB, provide personnel services which shall include, but not be limited to, staff recruitment, record retention with respect to personnel actions and such other personnel services as may be needed.

2.1.3 The CITY shall provide legal, real estate, communications, engineering, and planning services to advise and assist the DDB.

2.1.4 The DDB will be permitted to utilize the services of the CITY's Purchasing Division with respect to purchasing services and goods necessary for the operation of DDB activities, including Fleet Management.

2.1.5 The DDB will be permitted to utilize the services of the CITY's Public Works Department with respect to design services necessary for the operation of DDB activities.

2.1.6 The CITY shall provide administrative and reception services to the DDB for the DDB offices and records management and other related services through the City Clerk's office.

2.1.7 The DDB may request the CITY to provide other special services on occasion not initially set forth in this Agreement, subject to the CITY's agreeing to do so.

2.2 Project Based Services. The CITY agrees to perform the following project related services in accordance with established procedures, or in the absence of same, as provided for by the CITY in the conduct of its affairs.

2.2.1 The DDB may utilize the design and construction related services of the Capital Improvements Division of the Public Works Department.

2.2.2 The DDB may utilize the services of the Fleet and Facilities Management Division of the Office of Business and Financial Services.

2.2.3 The DDB may utilize the services of the Housing and Community Development Department.

2.2.4 The DDB may utilize the services of the Transportation Department.

2.3 Insurance. The CITY may make available public officials liability insurance and other forms of insurance deemed necessary by the CITY. Said insurance is to be determined at the sole discretion of the CITY.

ARTICLE 3

METHOD OF REIMBURSEMENT AND COMPENSATION

3.1 Reimbursement to CITY. In consideration of providing the services described in Section 2.1 hereof by the CITY commencing from October 1, 2025, the DDB will compensate the CITY, to the extent funds of the DDB are budgeted and available and eligible for payment in accordance with the Act. the amount set forth in the City of Orlando, Florida Full Cost Allocation Plan issued Summer 2025, estimated to be two hundred thirty thousand, two hundred and twenty-two dollars (\$230,222.00) as consideration for services provided to the DDB during fiscal year 2025-2026 by the CITY. In consideration of providing the services described in Section 2.2 hereof by the CITY, the DDB shall pay fees for work performed as billed on an hourly basis and in an amount agreed to by the Executive Director of the DDB and the Department Director responsible for oversight of such service as stated in Section 2.2 above. The DDB's payment obligations under this Agreement constitute an obligation to pay and indebtedness in accordance with the Act.

3.2 Method of Payment. The parties agree that the DDB's obligation to compensate the CITY pursuant to Section 3.1 hereinabove shall be made to CITY in accordance with the DDB approved budget. It is recognized and acknowledged that full compensation to the CITY by the DDB may, during the term of this Agreement be waived, reduced, deferred or a combination thereof. Provided, however, any outstanding payment obligation not waived shall be budgeted by the DDB and made available to the CITY prior to any termination of the DDB.

3.3 Annual Statement and Payment. The CITY shall prepare and present to the DDB an annual statement in time for the preparation and submission of the DDB annual budget. The annual statement shall reflect current year anticipated costs and all unpaid obligations from prior periods. Any amounts contained in the approved DDB budget for payment to CITY shall be paid by the DDB prior to September 30, 2026, the end of fiscal year 2025-2026.

ARTICLE 4

MISCELLANEOUS

4.1 Continued Cooperation. This Agreement assumes the close coordination and cooperation between the DDB and essential CITY staff and CITY functions particularly regarding financial administration, reporting, and auditing; and administration and implementation of projects.

4.2 Term and Termination.

4.2.1 This Agreement shall take effect October 1, 2025, and shall continue in effect through September 30, 2026, unless either party seeks to renegotiate or terminate this Agreement prior to said expiration date.

4.2.2 This Agreement may be terminated by CITY or the DDB upon at least thirty (30) days' advance written notice to the other party. After termination of the Agreement, the CITY shall transfer to the DDB copies of any documents, data, and information requested by the DDB relating to the services accomplished herein. Regardless of the termination of this Agreement, the DDB shall pay to the CITY and outstanding statements or statements for costs incurred but not billed as of the termination date.

4.3 Records. CITY and DDB shall keep records and accounts which shall be available at all reasonable times for examination and audit by DDB and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement.

4.4 Sovereign immunity. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the CITY as set forth in Section 768.28, Florida Statutes.

4.5 Independent Contractor. The CITY is an independent contractor under this Agreement. Personal services provided by the CITY shall be by employees of the CITY and subject to supervision by the CITY, and not as officers, employees, or agents of the DDB. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the CITY.

4.6 Assignments and Amendments.

4.6.1 This Agreement or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by DDB or CITY, without the prior written consent of the other party.

4.6.2 It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

4.7 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the place last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this

Article. For the present, the parties designate the following as the respective places for giving of notice:

CITY: Chief Administrative Officer
City of Orlando
400 S. Orange Avenue
Orlando, FL 32801

With a copy to:

City Attorney
City of Orlando
400 S. Orange Avenue
Orlando, FL 32801

DDB: Downtown Development Board
400 S. Orange Avenue
Orlando, FL 32801
Attention: Executive Director

With a copy to:

City Attorney
City of Orlando
400 S. Orange Avenue
Orlando, FL 32801

4.8 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

4.9 Severability. If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to the persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be effected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

4.10 Governing Law. This Agreement shall be governed by the law of the State of Florida with venue lying in Orange County.

4.11 Entire Agreement. This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. It is further understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject

matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements, whether oral or written.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

Signatures on next page

CITY OF ORLANDO

By: _____
Mayor

ATTEST:

Stephanie Herdocia, City Clerk

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the City of Orlando only.

_____, 2025.

Chief Assistant City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by Buddy Dyer and Stephanie Herdocia, as Mayor and City Clerk, respectively, for the City of Orlando.

Signature of Notary Public – State of Florida
Print, Type, or Stamp Notary Name: _____

(Affix Notary Stamp or Seal Above)

DOWNTOWN DEVELOPMENT BOARD

By: _____
Chair

ATTEST:

David Barilla
Executive Director

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this _____ day of _____, 20____, by
_____ and David Barilla as the Chair and Executive Director, respectively, for the
Downtown Development Board.

Signature of Notary Public – State of Florida
Print, Type, or Stamp Notary Name: _____

(Affix Notary Stamp or Seal Above)

CITY DISTRICT, INC./
DOWNTOWN DEVELOPMENT BOARD
FUNDING AGREEMENT

THIS AGREEMENT, effective as of October 1, 2025 (the “Effective Date”), is made and entered into by and between the **CITY DISTRICT, INC.** (“District”), a Florida not-for-profit corporation and the **DOWNTOWN DEVELOPMENT BOARD OF THE CITY OF ORLANDO**, an agency of the City of Orlando created by referendum in December 1972 under the Orlando Central City Neighborhood Development Board Act, Chapter 71-810, Laws of Florida, codified in Chapter 18 of the Charter of the City of Orlando (“Act”), hereinafter referred to as “DDB”).

W I T N E S S E T H:

WHEREAS, by Section 8(1) of the Act, the DDB has been granted the authority to enter into contracts and agreements; and

WHEREAS, the Project DTO process for visioning downtown Orlando noted the importance of supporting diverse art, cultural, and entertainment opportunities as well as other special events within the DDB area; and

WHEREAS, the District’s mission is to enhance the corridor through marketing and special events to promote the area’s establishments; and

WHEREAS, by locating its offices within the DDB area, the District is able to conduct collaborative events and initiatives within the DDB area; and

WHEREAS, the DDB desires to have the District assist the DDB in fulfilling its goal of supporting a variety of events and opportunities within the DDB area by providing certain programs and conducting certain activities as contemplated by this Agreement; and

WHEREAS, the DDB finds and declares it is in the public’s best interest to assist the District by providing funding to the District in the amount of up to fifty thousand dollars (\$50,000.00) pursuant to the terms herein and contingent upon the District meeting the performance standards set forth in Exhibit “B” attached hereto, and incorporated herein, by reference.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties do agree as follows:

- 1) Incorporation of Premises: The preamble of this Agreement set forth above is true and correct and is incorporated herein as if fully set out below. All exhibits to this Agreement are hereby deemed a part hereof.
- 2) Term: The term of this Agreement shall commence on October 1, 2025, and shall, unless sooner terminated as provided herein, automatically terminate on September 30, 2026.

3) Obligations of the District: The District will operate its Downtown offices and provide programs within the Area as generally described in Exhibit “A”, attached hereto and incorporated herein by this reference. District shall use the Funds provided by the DDB pursuant to section 4 below only for the purposes described in this Agreement, including the exhibits attached hereto, to generally include completing public improvement and beautification projects within the District, such as banners, plants, planter pots, and public art, and holding events within the District. The District shall remain in compliance with the performance standards set forth in Exhibit “B” at all times during the term of this Agreement.

4) DDB’s Obligations:

- a) Subject to the District’s compliance with the terms herein, at any time during the Term, the District may make requests of the DDB for reimbursement funding for specific beautification or improvement projects or events up to a cumulative amount of Fifty Thousand Dollars (\$50,000.00) (the “Funds”). Individual requests to use all or a portion of the Funds towards a specific project or event shall be made by submission of a request to the Executive Director on the Event/Project Proposal Form set forth on Exhibit “B”, attached hereto and incorporated herein by this reference, detailing the project or event, the amount of Funds requested to be utilized for such project or event, and how such project or event meets the DDB’s goals of providing a superior pedestrian experience, supporting arts and cultural opportunities, and encouraging a variety of events to bring people downtown. The Executive Director shall review such requests and approve those which best meet the DDB’s goals, as determined in his sole discretion.
- b) The funding for approved projects or events will be provided on a reimbursement basis in a cumulative amount of up to Fifty Thousand Dollars (\$50,000.00) (the “Funds”) to be paid pursuant to the terms and conditions set forth herein. Payments will be made directly to the District upon invoice by District within thirty (30) days of the DDB’s acceptance of all required documentation including the applicable Post Event/Project Summary Report required in Section 5 below.
- c) The DDB’s obligation to make any payment under this Agreement is expressly contingent upon the District’s compliance at all times with the performance standards outlined in Exhibit “C”. Provided the DDB has determined that the District has complied with the terms and conditions of this Agreement, including compliance with the performance standards in Exhibit “C”, the DDB shall make the appropriate payments as provided in subsection b above.
- d) The District expressly understands that the total amount to be paid by the DDB under this Agreement shall not exceed fifty thousand dollars (\$50,000.00).

5) Reporting:

a) Post Event or Project Reports:

Within sixty (60) days of the ending time of each event or completion of each project for which funding is approved under (4)(a) hereof, District shall submit to the DDB’s Division Fiscal Manager, a Post Event/Project Summary Report in the form attached hereto as Exhibit “D” and incorporated herein by this reference, which describes the event or project, number of

attendees (for events only), participating downtown businesses, and other pertinent information. When submitting the Post Event/Project Summary Report, the District must include all required documentation, including an invoice, receipts showing payments made for Event or Project costs for which reimbursement is being requested, and any other documentation requested by the DDB.

b) **Report Submittals:**

The reports should be sent by regular mail to the Downtown Development Board, Attn: Executive Director, 400 South Orange Avenue, 6th floor, Orlando, Florida 32801 and emailed to orafiscal@orlando.gov, to the attention of the Division Fiscal Manager for DDB. Failure to comply with the requirement for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of the District to receive Funds from the DDB.

6) **Books and Records/Audit:**

- a) The District shall maintain books, records, and other evidence relating to the District's use of the Funds provided by the DDB hereunder (hereinafter referred to as the "Books and Records") in accordance with generally accepted accounting principles, procedures and practices, which documents the expenditures in a manner that fulfills the requirements of this Agreement.
- b) The District expressly acknowledges that the DDB shall have the right to audit the Books and Records from time to time for compliance by the District with the terms, conditions, limitations, restrictions and requirements of this Agreement, which shall extend for a period of three (3) years after the term of this Agreement.
- c) The DDB shall, upon reasonable notice, have full access during normal business hours for inspection, review and audit of the Books and Records.

7) **Repayment of Funds:** The District shall be liable for repayment of any Funds disbursed under the terms of this Agreement, which may be deemed by the DDB to have been dispersed in error, or which are used by the District in violation of this Agreement.

8) **Monitoring:** The District shall permit the DDB to monitor the operation of the downtown facility by the District to ensure compliance with the terms of this Agreement. The District shall, to assist monitoring of its program, provide to the DDB or the DDB's designee access to all client records and such other information as the DDB may deem necessary.

9) **Termination:**

- a) If the District breaches any material term of this Agreement and such breach remains uncured, the DDB may terminate the whole or any part of this Agreement. Before the DDB may exercise its right of termination, the DDB shall provide written notice to the District of the District's breach or default and the District shall have thirty (30) days thereafter within which to cure the breach or default.
 - b) Waiver by the DDB of breach of any of the provisions of this Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
 - c) In the event of termination of this Agreement by the DDB for the District's breach, the District shall return to the DDB all unused Funds as of the date of termination.
 - d) If the DDB breaches any material term of this Agreement and such breach remains uncured, the District may terminate the whole or any part of this Agreement. Before the District may exercise its right of termination, the District shall provide written notice to the DDB of the DDB's breach or default and the DDB shall have thirty (30) days thereafter within which to cure the breach or default.
 - e) Waiver by the DDB of breach of any of the provisions of this Agreement shall not be deemed a waiver of any other provision or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
 - f) In the event of termination of this Agreement by the District for the DDB's breach, the DDB shall reimburse the District for all reasonable and provable costs incurred by the District as of the date of termination that the District would have paid with the Funds but for the termination, provided that any unused Funds previously paid to the District shall be applied to such reimbursement, and any unused Funds thereafter shall be returned to the DDB.
- 10) Indemnification: The District agrees to indemnify, defend and hold harmless the DDB, City, their employees, agents and elected and appointed officials, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with any or all of the following: (1) the acts or omissions of the District, its employees, officers, directors, or agents related to this Agreement, (2) the operation of the District's activities, or (3) the mere existence of this Agreement itself.
- 11) Insurance: The District shall have in force during the Term of this Agreement the insurance coverage listed below. The District will provide valid Certificates of Insurance to the DDB, within ten (10) days of the effective date of this Agreement to verify such coverage. For Commercial General Liability and Commercial Automobile Coverage, the insurance coverage shall contain a provision that any company issuing an insurance policy for the Services shall provide not less than thirty (30) days advance written notice to the DDB prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment

of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, the District shall immediately provide written notice to the DDB upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the “occurrence” type. All insurance coverages furnished except workers’ compensation and employers’ liability shall include the City and DDB and their officers, elected officials, and employees as additional insured with respect to the provision of the programs described in Exhibit “A”. The City and DDB shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies. The District shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City and DDB and their officers, elected officials, agents and employees.

- a) Commercial General Liability – The District will provide and maintain a commercial general liability policy (“occurrence” type policy) with limits of not less than \$1,000,000 Combined Single Limit (CSL) each occurrence bodily injury and property damage, or its equivalent.
 - b) Commercial Automobile Liability – The District will provide coverage for all owned, non-owned and hired vehicles for limits of not less than \$1,000,000 Combined Single Limit (CSL) each occurrence bodily injury and property damage, or its equivalent.
 - c) Workers' Compensation and Employer's Liability – The District will provide full and complete Workers' Compensation coverage as required by Florida state law, as well as Employer's Liability coverage of not less than \$100,000 each occurrence.
- 12) Force Majeure: The parties shall use reasonable diligence to ultimately fulfill the intent of this agreement but shall not be liable to each other, or their successors or assigns, for damages, costs, attorney's fees (including costs or attorney's fees on appeal) for breach of contract, or otherwise for failure, suspension, diminution, or other variations of services occasioned by any cause beyond the control and without the fault of the parties. Such causes may include but shall not be limited to, Acts of God, or of the public enemy, acts of other government (including regulatory entities or court) in its sovereign or prior contractual capacity, fires, floods, epidemics, quarantines, restrictions, strikes, or failure or breakdown of transmission or other facilities.
- 13) Nonassignability: The District may not assign its rights hereunder without the prior written consent of the DDB, which assignment may be agreed to, denied, or conditioned in part or in whole as DDB deems appropriate in its sole discretion. A successor agency does not automatically have any rights to the Funds disbursed under this Agreement by its position as a successor. A successor agency must receive prior approval from the DDB before it can receive Funds. Failure to comply with this section may result in immediate termination of this Agreement.

14) Controlling Laws:

- a) This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City of Orlando and the DDB now in effect and those hereinafter adopted.
- b) The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

15) Miscellaneous:

- a) The District warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for them, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for them, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.
- b) The District warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin or marital status.
- c) This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Amendment to or waivers of the provisions herein shall be made by the parties in writing.
- d) This Agreement is solely for the benefit of the parties signing hereto and no right, nor any cause of action shall accrue to or for the benefit of any third party.
- e) If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portion hereto.
- f) It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partner or joint ventures' between the parties hereto or as constituting the District as the agent or representative of the DDB for any purpose or in any manner whatsoever.
- g) District certifies that that no officer or employee of the DDB, nor their spouse or child, serves as an officer, partner, director or proprietor of, nor has a material interest in District.
- h) The District hereby represents, warrants, and certifies that it does not use coercion for labor or services as defines in Section 787.06 Florida Statutes and that it has provided the Human Trafficking Affidavit attached hereto as Exhibit "E".

16) Notices: Any notices required or allowed herein under shall be in writing and given by certified mail, return receipt requested, or in person with proof of delivery to the addresses below or such other addresses either party shall have specified by written letters to the other party delivered in accordance herewith:

DDB: Executive Director
 City of Orlando Downtown Development Board
 400 South Orange Avenue, 6th Floor
 Orlando, FL 32801

AND

 Office of Economic Development Director
 City of Orlando
 400 South Orange Avenue, 6th Floor
 Orlando, FL 32801

District: Executive Director
 100 East Pine Street, Suite 110
 Orlando, FL 32801

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals each upon the date so indicated.

Signatures on following pages

CITY DISTRICT, INC.

By _____

WITNESSES:

(1) _____
Print Name: _____

(2) _____
Print Name: _____

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of
☐ physical presence or ☐ online notarization, this ____ day of _____, 2025,
by _____ (name of person) as _____ (type of authority,
(e.g., officer, trustee, attorney in fact, etc.) for City District, Inc.

Signature of Notary Public – State of Florida
Print, Type, or Stamp Notary Name: _____

(Affix Notary Stamp or Seal Above)

___ Personally Known or ___ Produced Identification
Type of Identification Produced _____:

DOWNTOWN DEVELOPMENT BOARD

By: _____
Chair

ATTEST:

David Barilla
Executive Director

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this _____ day of _____, 20____, by
_____ and David Barilla. as the Chair and Executive Director, respectively, for the
Downtown Development Board.

Signature of Notary Public – State of Florida
Print, Type, or Stamp Notary Name: _____

(Affix Notary Stamp or Seal Above)

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the DDB, only.

_____, 2025.

Chief Assistant City Attorney
Orlando, Florida

Exhibit “A”

About Us

The idea for the City District has been over a decade in the making. Conceived during the Great Recession of the early 2010s as merchant association Church Street District to serve businesses along Church Street, the district expanded in October of 2019 and rebranded to City District. City District is comprised of business owners and community partners working together to strengthen the economic vitality of Downtown Orlando. With the support from many of our local merchants, City District has continued to grow as an Orlando Main Street and nationally accredited member of Main Street America. Together, we build better businesses, are good neighbors, and strengthen the community at large.

Mission

City District is a nationally accredited Orlando Main Streets not-for-profit 501(C)(6) organization that promotes and advocates for the stakeholders and businesses within the historic core and urbanized downtown Orlando corridor. The District seeks to serve as a policy influencer and a vehicle for business and community enhancement, while supporting and ensuring economic stability through event programming, design, and heightened community marketing promotions.

Vision

City District aspires to foster activity and prosperity among its stakeholders, and to be the premier downtown Orlando destination for visitors and locals alike by showcasing its homegrown businesses and exceptional surrounding venues. City District has hosted and will continue hosting quality events and preserving the iconic history and culture of our community while embracing extraordinary growth.

City District offices are currently located within the DDB boundaries at 100 E. Pine Street, Suite 110, Orlando, Florida 32801.

Exhibit “B”
City District
Event/Project Proposal Form

Proposed Event/Project Name:

Proposed Event Date and Time:

Proposed Event/Project Location:

Funding request(reimbursement):

Total Budget for Event/Project:

Please attach itemized budget

Please provide a complete description of the event or project, including goals, objectives, methods of determining success, and planned promotion or marketing of the event or project.

How does your event or project support or involve downtown businesses, restaurants, retailers, and hoteliers?

How does your event or project celebrate local arts and culture?

How does your event or project involve the community and create shared experiences?

Identify any creative partnership or collaborations (e.g. local businesses, artist, cultural organizations) for the project or event.

For events, describe the economic impact the event will bring to downtown Orlando.

Also, for events:

Is the event open to the public?

Is the event free and/or expected cost for attendees?

What is the anticipated attendance?

Exhibit “C”

Performance Standards

- The District will uphold its mission to enhance.
- The District will have an office presence within the Area with regular and consistent office hours of at least 10:00 a.m. to 5:00 p.m. Monday-Friday.
- The District will help promote events held by District businesses and downtown technology and art related groups, as well as City/CRA/DDB sponsored events within the District and other relevant events.
- The District will coordinate with the DDB staff to determine a manner in which to assist Discover Downtown in welcoming new businesses to the district.
- The District will provide the DDB with opportunities to participate in District hosted events and will recognize the DDB as sponsors of selected events, displaying the Downtown Orlando logo on event related marketing materials, including spotlights in social media and newsletters.

Exhibit “D”

City District
Post Event/Project Summary Report

Date Submitted_____

EVENT SUMMARY MUST BE LEGIBLE AND FILLED OUT COMPLETELY. IT MUST BE SUBMITTED WITHIN 60 DAYS OF YOUR EVENT OR PROJECT COMPLETION OR YOU MAY FORFEIT FUNDING. PLEASE E-MAIL YOUR COMPLETED FORM AND BACK-UP DOCUMENTATION TO crafiscal@orlando.gov .

Title of Event or Project_____

Funding Amount Approved_____

Event/Project Summary Prepared by_____

Email _____

For Events: Date of Event_____Event Location_____

Day of the week_____Beginning time_____Ending
time_____

Expected Attendance _____Actual Attendance_____

Was there media coverage?_____If yes, please describe_____

Economic Impact of Event:_____

Written Synopsis of the Event/Project_____

Please indicate how the DDB's goals set forth in section 4(a) of the Agreement were met and submit examples of how the DDB was recognized and the Downtown Orlando Logo was used on marketing materials for the Event or Project, including spotlights in social media and newsletters?

Please attach a detailed copy of the event financial report for review.

Please attach an invoice for the funding (on your letterhead, including your federal Tax ID Number).

Please also attach copies of paid invoices and evidence of payment thereof.

Explain how the District has met the following performance standards in Exhibit C of the Agreement:

How has the District upheld its mission to create a vibrant community for its business owners, residents, and visitors through events, public art, and design?

Has the District maintained an office presence within the Area with regular and consistent office hours of at least 10:00 a.m. to 5:00 p.m. Monday -Friday?

How has the District helped promote events held by District businesses and downtown technology and art related groups, as well as City/CRA/DDB sponsored events within the District and other relevant events?

How has the District coordinated with the DDB staff to determine a manner in which to assist Discover Downtown in welcoming new businesses to the District?

I, _____, do hereby certify that the information submitted on this form is correct.

Signed _____ Date _____
(Signature required)

Reimbursement will be made up to the amount approved by the DDB provided all conditions were met. This form must be completed and returned along with all supporting documentation within 60 days after the Event with an invoice to:

City of Orlando Downtown Development Board
Attn: Division Fiscal Manager
400 S. Orange Avenue
6th Floor
Orlando, FL 32801
Phone: (407) 246-2608
E-mail: crafiscal@orlando.gov

Failure to submit this report within 60 days after the event may cause funding to be forfeited

Exhibit "E"
Human Trafficking Affidavit

Instruction: "Vendor", defined as any person or nongovernmental entity seeking to engage in business with the Downtown Development Board of the City of Orlando ("DDB"), must complete the following form.

The undersigned, on behalf of Vendor, hereby attests as follows:

- A.** Vendor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the DDB from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:
- **"Coercion"** means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
 - **"Labor"** means work of economic or financial value.
 - **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
- B.** Vendor hereby attests, under penalty of perjury, that Vendor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Vendor: _____

Authorized Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

THORNTON PARK DISTRICT, INC./
DOWNTOWN DEVELOPMENT BOARD
FUNDING AGREEMENT

THIS AGREEMENT, effective as of October 1, 2025 (the “Effective Date”), is made and entered into by and between the **THORNTON PARK DISTRICT, INC.** (“District”), a Florida not-for-profit corporation and the **DOWNTOWN DEVELOPMENT BOARD OF THE CITY OF ORLANDO**, an agency of the City of Orlando created by referendum in December 1972 under the Orlando Central City Neighborhood Development Board Act, Chapter 71-810, Laws of Florida, codified in Chapter 18 of the Charter of the City of Orlando (“Act”), hereinafter referred to as “DDB”).

W I T N E S S E T H:

WHEREAS, by Section 8(1) of the Act, the DDB has been granted the authority to enter into contracts and agreements; and

WHEREAS, the Project DTO process for visioning downtown Orlando noted the importance of supporting diverse art, cultural, and entertainment opportunities as well as other special events within the DDB area; and

WHEREAS, the District’s mission is to create a vibrant community for its business owners, residents, and visitors through events, public art, and design; and

WHEREAS, by locating its offices within the DDB area, the District is able to conduct collaborative events and initiatives within the DDB area; and

WHEREAS, the DDB desires to have the District assist the DDB in fulfilling its goal of supporting a variety of events and opportunities within the DDB area by providing certain programs and conducting certain activities as contemplated by this Agreement; and

WHEREAS, the DDB finds and declares it is in the public’s best interest to assist the District by providing reimbursement funding to the District in the amount of up to fifty thousand dollars (\$50,000.00) pursuant to the terms herein and contingent upon the District meeting the performance standards set forth in Exhibit “B” attached hereto, and incorporated herein, by reference.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties do agree as follows:

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- 2) Term: The term of this Agreement shall commence on October 1, 2025, and shall, unless sooner terminated as provided herein, automatically terminate on September 30, 2026.

3) Obligations of the District: The District will operate its Downtown offices and provide programs within the Area as generally described in Exhibit "A", attached hereto and incorporated herein by this reference. District shall use the Funds provided by the DDB pursuant to section 4 below only for the purposes described in this Agreement, including the exhibits attached hereto, to generally include completing public improvement and beautification projects within the District, such as banners, plants, planter pots, and public art, and holding events within the District. The District shall remain in compliance with the performance standards set forth in Exhibit "B" at all times during the term of this Agreement.

4) DDB's Obligations:

- a) Subject to the District's compliance with the terms herein, at any time during the Term, the District may make requests of the DDB for reimbursement funding for specific beautification or improvement projects or events up to a cumulative amount of Fifty Thousand Dollars (\$50,000.00) (the "Funds"). Individual requests to use all or a portion of the Funds towards a specific project or event shall be made by submission of a request to the Executive Director on the Event/Project Proposal Form set forth on Exhibit "B", attached hereto and incorporated herein by this reference, detailing the project or event, the amount of Funds requested to be utilized for such project or event, and how such project or event meets the DDB's goals of providing a superior pedestrian experience, supporting arts and cultural opportunities, and encouraging a variety of events to bring people downtown. The Executive Director shall review such requests and approve those which best meet the DDB's goals, as determined in his sole discretion.
- b) The funding for approved projects or events will be provided on a reimbursement basis in a cumulative amount of up to Fifty Thousand Dollars (\$50,000.00) (the "Funds") to be paid pursuant to the terms and conditions set forth herein. Payments will be made directly to the District upon invoice by District within thirty (30) days of the DDB's acceptance of all required documentation including the applicable Post Event/Project Summary Report required in Section 5 below.
- c) The DDB's obligation to make any payment under this Agreement is expressly contingent upon the District's compliance at all times with the performance standards outlined in Exhibit "C". Provided the DDB has determined that the District has complied with the terms and conditions of this Agreement, including compliance with the performance standards in Exhibit "C", the DDB shall make the appropriate payments as provided in subsection b above.
- d) The District expressly understands that the total amount to be paid by the DDB under this Agreement shall not exceed fifty thousand dollars (\$50,000.00).

5) Reporting:

a) Post Event or Project Reports:

Within sixty (60) days of the ending time of each event or completion of each project for which funding is approved under (4)(a) hereof, District shall submit to the DDB's

Division Fiscal Manager, a Post Event/Project Summary Report in the form attached hereto as Exhibit “D” and incorporated herein by this reference, which describes the event or project, number of attendees (for events only), participating downtown businesses, and other pertinent information. When submitting the Post Event/Project Summary Report, the District must include all required documentation, including an invoice, receipts showing payments made for Event or Project costs for which reimbursement is being requested, and any other documentation requested by the DDB.

b) Report Submittals:

The reports should be sent by regular mail to the Downtown Development Board, Attn: Executive Director, 400 South Orange Avenue, 6th floor, Orlando, Florida 32801 and emailed to crafiscal@orlando.gov, to the attention of the Division Fiscal Manager for DDB. Failure to comply with the requirement for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of the District to receive Funds from the DDB.

6) Books and Records/Audit:

- a) The District shall maintain books, records, and other evidence relating to the District’s use of the Funds provided by the DDB hereunder (hereinafter referred to as the “Books and Records”) in accordance with generally accepted accounting principles, procedures and practices, which documents the expenditures in a manner that fulfills the requirements of this Agreement.
- b) The District expressly acknowledges that the DDB shall have the right to audit the Books and Records from time to time for compliance by the District with the terms, conditions, limitations, restrictions and requirements of this Agreement, which shall extend for a period of three (3) years after the term of this Agreement.
- c) The DDB shall, upon reasonable notice, have full access during normal business hours for inspection, review and audit of the Books and Records.

7) Repayment of Funds: The District shall be liable for repayment of any Funds disbursed under the terms of this Agreement, which may be deemed by the DDB to have been dispersed in error, or which are used by the District in violation of this Agreement.

8) Monitoring: The District shall permit the DDB to monitor the operation of the downtown facility by the District to ensure compliance with the terms of this Agreement. The District shall, to assist monitoring of its program, provide to the DDB or the DDB's designee access to all client records and such other information as the DDB may deem necessary.

9) Termination:

- a) If the District breaches any material term of this Agreement and such breach remains uncured, the DDB may terminate the whole or any part of this Agreement. Before the DDB may exercise its right of termination, the DDB shall provide written notice to the District of the District's breach or default and the District shall have thirty (30) days thereafter within which to cure the breach or default.
- b) Waiver by the DDB of breach of any of the provisions of this Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- c) In the event of termination of this Agreement by the DDB for the District's breach, the District shall return to the DDB all unused Funds as of the date of termination.
- d) If the DDB breaches any material term of this Agreement and such breach remains uncured, the District may terminate the whole or any part of this Agreement. Before the District may exercise its right of termination, the District shall provide written notice to the DDB of the DDB's breach or default and the DDB shall have thirty (30) days thereafter within which to cure the breach or default.
- e) Waiver by the DDB of breach of any of the provisions of this Agreement shall not be deemed a waiver of any other provision or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- f) In the event of termination of this Agreement by the District for the DDB's breach, the DDB shall reimburse the District for all reasonable and provable costs incurred by the District as of the date of termination that the District would have paid with the Funds but for the termination, provided that any unused Funds previously paid to the District shall be applied to such reimbursement, and any unused Funds thereafter shall be returned to the DDB.

10) Indemnification: The District agrees to indemnify, defend and hold harmless the DDB, City, and their employees, agents and elected and appointed officials, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with any or all of the following: (1) the acts or omissions of the District, its employees, officers, directors, or agents related to this Agreement, (2) the operation of the District's activities, or (3) the mere existence of this Agreement itself.

11) Insurance: The District shall have in force during the Term of this Agreement the insurance coverage listed below. The District will provide valid Certificates of Insurance to the DDB, within ten (10) days of the effective date of this Agreement to verify such coverage. For Commercial General Liability and Commercial Automobile Coverage, the insurance coverage shall contain a provision that any company issuing an insurance policy for the Services shall

provide not less than thirty (30) days advance written notice to the DDB prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, the District shall immediately provide written notice to the DDB upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the “occurrence” type. All insurance coverages furnished except workers’ compensation and employers’ liability shall include the City and DDB and their officers, elected officials, and employees as additional insureds with respect to the provision of the programs described in Exhibit “A” and other approved events and projects for which Funds are used. The City and DDB shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies. The District shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City and DDB and their officers, elected officials, agents and employees.

- a) Commercial General Liability – The District will provide and maintain a commercial general liability policy (“occurrence” type policy) with limits of not less than \$1,000,000 Combined Single Limit (CSL) each occurrence bodily injury and property damage, or its equivalent.
- b) Commercial Automobile Liability – The District will provide coverage for all owned, non-owned and hired vehicles for limits of not less than \$1,000,000 Combined Single Limit (CSL) each occurrence bodily injury and property damage, or its equivalent.
- c) Workers' Compensation and Employer’s Liability – The District will provide full and complete Workers' Compensation coverage as required by Florida state law, as well as Employer’s Liability coverage of not less than \$100,000 each occurrence.

12) Force Majeure: The parties shall use reasonable diligence to ultimately fulfill the intent of this agreement but shall not be liable to each other, or their successors or assigns, for damages, costs, attorney's fees (including costs or attorney's fees on appeal) for breach of contract, or otherwise for failure, suspension, diminution, or other variations of services occasioned by any cause beyond the control and without the fault of the parties. Such causes may include but shall not be limited to, Acts of God, or of the public enemy, acts of other government (including regulatory entities or court) in its sovereign or prior contractual capacity, fires, floods, epidemics, quarantines, restrictions, strikes, or failure or breakdown of transmission or other facilities.

13) Nonassignability: The District may not assign its rights hereunder without the prior written consent of the DDB, which assignment may be agreed to, denied, or conditioned in part or in whole as DDB deems appropriate in its sole discretion. A successor agency does not automatically have any rights to the Funds disbursed under this Agreement by its position as a

successor. A successor agency must receive prior approval from the DDB before it can receive Funds. Failure to comply with this section may result in immediate termination of this Agreement.

14) Controlling Laws:

- a) This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City of Orlando and the DDB now in effect and those hereinafter adopted.
- b) The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

15) Miscellaneous:

- a) The District warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for them, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for them, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.
- b) The District warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin or marital status.
- c) This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Amendment to or waivers of the provisions herein shall be made by the parties in writing.
- d) This Agreement is solely for the benefit of the parties signing hereto and no right, nor any cause of action shall accrue to or for the benefit of any third party.
- e) If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed and independent provision and such holding shall not affect the validity of the remaining portion hereto.
- f) It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partner or joint venturers between the parties hereto or as constituting the District as the agent or representative of the DDB for any purpose or in any manner whatsoever.
- g) District certifies that that no officer or employee of the DDB, nor their spouse or child, serves as an officer, partner, director or proprietor of, nor has a material interest in District.

h) The District hereby represents, warrants, and certifies that it does not use coercion for labor or services as defines in Section 787.06 Florida Statutes and that it has provided the Human Trafficking Affidavit attached hereto as Exhibit “E”.

16) Notices: Any notices required or allowed herein under shall be in writing and given by certified mail, return receipt requested, or in person with proof of delivery to the addresses below or such other addresses either party shall have specified by written letters to the other party delivered in accordance herewith:

DDB: Executive Director
City of Orlando Downtown Development Board
400 South Orange Avenue, 6th Floor
Orlando, FL 32801

AND

Office of Economic Development Director
City of Orlando
400 South Orange Avenue, 6th Floor
Orlando, FL 32801

District: Executive Director
23 South Osceola Avenue
Orlando, FL 32801

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals each upon the date so indicated.

Signatures on following pages

THORNTON PARK DISTRICT, INC.

By _____

WITNESSES:

(1) _____
Print Name: _____

(2) _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of
☐ physical presence or ☐ online notarization, this _____ day of _____, 2025,
by _____ (name of person) as _____ (type of authority,
(e.g., officer, trustee, attorney in fact, etc.) for Thornton Park District, Inc.

Signature of Notary Public – State of Florida
Print, Type, or Stamp Notary Name: _____

(Affix Notary Stamp or Seal Above)

___ Personally Known or ___ Produced Identification
Type of Identification Produced _____:

DOWNTOWN DEVELOPMENT BOARD

By: _____
Chair

ATTEST:

David Barilla
Executive Director

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this _____ day of _____, 2025, by
_____ and David Barilla. as the Chair and Executive Director, respectively, for the
Downtown Development Board.

Signature of Notary Public – State of Florida
Print, Type, or Stamp Notary Name: _____

(Affix Notary Stamp or Seal Above)

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the DDB, only.

_____, 2025.

Chief Assistant City Attorney
Orlando, Florida

Exhibit “A”

About Us

The Thornton Park District offices are located at:

100 S Eola Drive STE#200
Orlando FL 32801

Mission - create a vibrant community for our business owners, residents and visitors through events, public art, and design.

Goals for 2025-2026

- To continue to work directly with our Businesses to ensure they continue to thrive.
- Marketing the district as a safe and enjoyable experience for all our visitors.
- To identify new creative placemaking areas to brand the district.
- To complete the development of Washington Street through parklets and lighting.

Programs for 2025-2026

- Welcome committee with Thornton Park Neighborhood Associations for new Residents.
- Welcome committee for Thornton Park District team for new Businesses.
- Quarterly meetings with Neighborhood Watch Teams

Exhibit “B”

**Thornton Park Main Street
Event/Project Proposal Form**

Proposed Event/Project Name:

Proposed Event Date and Time:

Proposed Event/Project Location:

Funding request(reimbursement):

Total Budget for Event/Project:

Please attach itemized budget

Please provide a complete description of the event or project, including goals, objectives, methods of determining success, and planned promotion or marketing of the event or project.

How does your event or project support or involve downtown businesses, restaurants, retailers, and hoteliers?

How does your event or project celebrate local arts and culture?

How does your event or project involve the community and create shared experiences?

Identify any creative partnership or collaborations (e.g. local businesses, artist, cultural organizations) for the project or event.

For events, describe the economic impact the event will bring to downtown Orlando.

Also, for events:

Is the event open to the public?

Is the event free and/or expected cost for attendees?

What is the anticipated attendance?

Exhibit “C”

Performance Standards

- The District will uphold its mission to create a vibrant community for its business owners, residents, and visitors through events, public art, and design.
- The District will have an office presence within the Area with regular and consistent office hours of at least 10:00 a.m. to 5:00 p.m. Monday-Friday.
- The District will help promote events held by District businesses and downtown technology and art related groups, as well as City/CRA/DDB sponsored events within the District and other relevant events.
- The District will coordinate with the DDB staff to determine a manner in which to assist Discover Downtown in welcoming new businesses to the district.
- The District will provide the DDB with opportunities to participate in District hosted events and will recognize the DDB as sponsors of selected events, displaying the Downtown Orlando logo on event related marketing materials, including spotlights in social media and newsletters.

Exhibit "D"

Thornton Park District Post Event/Project Summary Report

Date Submitted_____

EVENT SUMMARY MUST BE LEGIBLE AND FILLED OUT COMPLETELY. IT MUST BE SUBMITTED WITHIN 60 DAYS OF YOUR EVENT OR PROJECT COMPLETION OR YOU MAY FORFEIT FUNDING. PLEASE E-MAIL YOUR COMPLETED FORM AND BACK-UP DOCUMENTATION TO crafiscal@orlando.gov .

Title of Event or Project_____

Funding Amount Approved_____

Event/Project Summary Prepared by_____

Email _____

For Events: Date of Event_____Event Location_____

Day of the week_____Beginning time_____Ending
time_____

Expected Attendance _____Actual Attendance_____

Was there media coverage?_____If yes, please describe_____

Economic Impact of Event:_____

Written Synopsis of the Event/Project_____

Please indicate how the DDB's goals set forth in section 4(a) of the Agreement were met and submit examples of how the DDB was recognized and the Downtown Orlando Logo was used on marketing materials for the Event or Project, including spotlights in social media and newsletters?

Please attach a detailed copy of the event financial report for review.

Please attach an invoice for the funding (on your letterhead, including your federal Tax ID Number).

Please also attach copies of paid invoices and evidence of payment thereof.

Explain how the District has met the following performance standards in Exhibit C of the Agreement:

How has the District upheld its mission to create a vibrant community for its business owners, residents, and visitors through events, public art, and design?

Has the District maintained an office presence within the Area with regular and consistent office hours of at least 10:00 a.m. to 5:00 p.m. Monday -Friday?

How has the District helped promote events held by District businesses and downtown technology and art related groups, as well as City/CRA/DDB sponsored events within the District and other relevant events?

How has the District coordinated with the DDB staff to determine a manner in which to assist Discover Downtown in welcoming new businesses to the District?

I, _____, do hereby certify that the information submitted on this form is correct.

Signed _____ Date _____
(Signature required)

Reimbursement will be made up to the amount approved by the DDB provided all conditions were met. This form must be completed and returned along with all supporting documentation within 60 days after the Event with an invoice to:

City of Orlando Downtown Development Board
Attn: Division Fiscal Manager
400 S. Orange Avenue
6th Floor
Orlando, FL 32801
Phone: (407) 246-2608
E-mail: crafiscal@orlando.gov

Failure to submit this report within 60 days after the event may cause funding to be forfeited

Exhibit "E"
Human Trafficking Affidavit

Instruction: "Vendor", defined as any person or nongovernmental entity seeking to engage in business with the Downtown Development Board of the City of Orlando ("DDB"), must complete the following form.

The undersigned, on behalf of Vendor, hereby attests as follows:

- A.** Vendor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the DDB from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:
- **"Coercion"** means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
 - **"Labor"** means work of economic or financial value.
 - **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
- B.** Vendor hereby attests, under penalty of perjury, that Vendor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Vendor: _____

Authorized Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

DOWNTOWN ARTS DISTRICT, INC./DOWNTOWN DEVELOPMENT BOARD
FUNDING AGREEMENT

THIS AGREEMENT, effective as of October 1, 2025 (the “Effective Date”), is made and entered into by and between the **DOWNTOWN ARTS DISTRICT, INC.** (“DAD”), a Florida not-for-profit corporation and the **DOWNTOWN DEVELOPMENT BOARD OF THE CITY OF ORLANDO**, an agency of the City of Orlando created by referendum in December 1972 under the Orlando Central City Neighborhood Development Board Act, Chapter 71-810, Laws of Florida, codified in Chapter 18 of the Charter of the City of Orlando (“Act”), hereinafter referred to as “DDB”).

W I T N E S S E T H:

WHEREAS, by Section 8(1) of the Act, the DDB has been granted the authority to enter into contracts and agreements; and

WHEREAS, the Project DTO process for visioning downtown Orlando noted the importance of supporting diverse art, cultural, and entertainment opportunities as well as other special events within the DDB area; and

WHEREAS, DAD’s mission is to lead, stimulate, and guide the development of a vibrant, innovative arts and cultural district that enhances economic development in Downtown Orlando; and

WHEREAS, by locating its offices within the DDB area, DAD is able to conduct collaborative events and initiatives within the DDB area; and

WHEREAS, the DDB desires to have DAD assist the DDB in fulfilling its goal of supporting a variety of events and opportunities within the DDB area by providing certain programs and conducting certain activities as contemplated by this Agreement; and

WHEREAS, the DDB finds and declares it is in the public’s best interest to assist DAD by providing funding to DAD in the amount of up to fifty thousand dollars (\$50,000.00) pursuant to the terms herein and contingent upon DAD meeting the performance standards set forth in Exhibit “B” attached hereto, and incorporated herein, by reference.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties do agree as follows:

- 1) Incorporation of Premises: The preamble of this Agreement set forth above is true and correct and is incorporated herein as if fully set out below. All exhibits to this Agreement are hereby deemed a part hereof.
- 2) Term: The term of this Agreement shall commence on October 1, 2025, and shall, unless sooner terminated as provided herein, automatically terminate on September 30, 2026.

However, before September 30, 2026, the DDB's Executive Director may extend the Agreement for up to an additional twelve (12) months.

- 3) Obligations of DAD: DAD will operate its Downtown offices and City Arts Orlando and provide programs within the Area as generally described in Exhibit "A", attached hereto and incorporated herein by this reference. DAD shall use the Funds provided by the DDB pursuant to section 4 below only for the purposes described in this Agreement, including the exhibits attached hereto, to generally include holding art related events within the DDB Area and marketing and promoting DAD. DAD shall remain in compliance with the performance standards set forth in Exhibit "B" at all times during the term of this Agreement.

4) DDB's Obligations:

- a) Subject to the DAD's compliance with the terms herein, at any time during the Term, the DAD may make requests of the DDB for reimbursement funding for specific beautification or improvement projects or events up to a cumulative amount of Fifty Thousand Dollars (\$50,000.00) (the "Funds"). Individual requests to use all or a portion of the Funds towards a specific project or event shall be made by submission of a request to the Executive Director on the Event/Project Proposal Form set forth on Exhibit "B", attached hereto and incorporated herein by this reference, detailing the project or event, the amount of Funds requested to be utilized for such project or event, and how such project or event meets the DDB's goals of providing a superior pedestrian experience, supporting arts and cultural opportunities, and encouraging a variety of events to bring people downtown. The Executive Director shall review such requests and approve those which best meet the DDB's goals, as determined in his sole discretion.
- b) The funding for approved projects or events will be provided on a reimbursement basis in a cumulative amount of up to Fifty Thousand Dollars (\$50,000.00) (the "Funds") to be paid pursuant to the terms and conditions set forth herein. Payments will be made directly to the DAD upon invoice by DAD within thirty (30) days of the DDB's acceptance of all required documentation including the applicable Post Event/Project Summary Report required in Section 5 below.
- c) The DDB's obligation to make any payment under this Agreement is expressly contingent upon the DAD's compliance at all times with the performance standards outlined in Exhibit "C". Provided the DDB has determined that the DAD has complied with the terms and conditions of this Agreement, including compliance with the performance standards in Exhibit "C", the DDB shall make the appropriate payments as provided in subsection b above.
- d) The DAD expressly understands that the total amount to be paid by the DDB under this Agreement shall not exceed fifty thousand dollars (\$50,000.00).

5) Reporting:

a) Post Event or Project Reports:

Within sixty (60) days of the ending time of each event or completion of each project for which funding is approved under (4)(a) hereof, DAD shall submit to the DDB's Division Fiscal Manager, a Post Event/Project Summary Report in the form attached hereto as Exhibit "D"

and incorporated herein by this reference, which describes the event or project, number of attendees (for events only), participating downtown businesses, and other pertinent information. When submitting the Post Event/Project Summary Report, the DAD must include all required documentation, including an invoice, receipts showing payments made for Event or Project costs for which reimbursement is being requested, and any other documentation requested by the DDB.

b) **Report Submittals:**

The reports should be sent by regular mail to the Downtown Development Board, Attn: Executive Director, 400 South Orange Avenue, 6th floor, Orlando, Florida 32801 and emailed to cratfiscal@orlando.gov, to the attention of the Division Fiscal Manager for DDB. Failure to comply with the requirement for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of the DAD to receive Funds from the DDB.

6) **Books and Records/Audit:**

- a) DAD shall maintain books, records, and other evidence relating to DAD's use of the Funds provided by the DDB hereunder (hereinafter referred to as the "Books and Records") in accordance with generally accepted accounting principles, procedures, and practices, which documents the expenditures in a manner that fulfills the requirements of this Agreement.
- b) DAD expressly acknowledges that the DDB shall have the right to audit the Books and Records from time to time for compliance by DAD with the terms, conditions, limitations, restrictions, and requirements of this Agreement, which shall extend for a period of three (3) years after the term of this Agreement.
- c) The DDB shall, upon reasonable notice, have full access during normal business hours for inspection, review and audit of the Books and Records.

7) **Repayment of Funds:** DAD shall be liable for repayment of any Funds disbursed under the terms of this Agreement, which may be deemed by the DDB to have been dispersed in error, or which are used by DAD in violation of this Agreement.

8) **Monitoring:** DAD shall permit the DDB to monitor the operation of the downtown facility by DAD to ensure compliance with the terms of this Agreement. DAD shall, to assist monitoring of its program, provide to the DDB or the DDB's designee access to all client records and such other information as the DDB may deem necessary.

9) **Termination:**

- a) If DAD breaches any material term of this Agreement and such breach remains uncured, the DDB may terminate the whole or any part of this Agreement. Before the DDB may exercise its right of termination, the DDB shall provide written notice to DAD of DAD's breach or default and DAD shall have thirty (30) days thereafter within which to cure the breach or default.
 - b) Waiver by the DDB of breach of any of the provisions of this Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
 - c) In the event of termination of this Agreement by the DDB for DAD's breach, DAD shall return to the DDB all unused Funds as of the date of termination.
 - d) If the DDB breaches any material term of this Agreement and such breach remains uncured, DAD may terminate the whole or any part of this Agreement. Before DAD may exercise its right of termination, DAD shall provide written notice to the DDB of the DDB's breach or default and the DDB shall have thirty (30) days thereafter within which to cure the breach or default.
 - e) Waiver by the DDB of breach of any of the provisions of this Agreement shall not be deemed a waiver of any other provision or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
 - f) In the event of termination of this Agreement by DAD for the DDB's breach, the DDB shall reimburse DAD for all reasonable and provable costs incurred by DAD as of the date of termination that DAD would have paid with the Funds but for the termination, provided that any unused Funds previously paid to DAD shall be applied to such reimbursement, and any unused Funds thereafter shall be returned to the DDB.
- 10) Indemnification: DAD agrees to indemnify, defend and hold harmless the DDB, City, their employees, agents and elected and appointed officials, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with any or all of the following: (1) the acts or omissions of DAD, its employees, officers, directors, or agents related to this Agreement, (2) the operation of DAD's activities, or (3) the mere existence of this Agreement itself.
- 11) Insurance: DAD shall have in force during the Term of this Agreement the insurance coverage listed below. DAD will provide valid Certificates of Insurance to the DDB, within ten (10) days of the effective date of this Agreement to verify such coverage. For Commercial General Liability and Commercial Automobile Coverage, the insurance coverage shall contain a provision that any company issuing an insurance policy for the Services shall provide not less than thirty (30) days advance written notice to the DDB prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, DAD shall immediately provide written notice to the DDB upon receipt of notice of

cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the “occurrence” type. All insurance coverages furnished except workers’ compensation and employers’ liability shall include the City and DDB and their officers, elected officials, and employees as additional insured with respect to the provision of the programs described in Exhibit “A”. The City and DDB shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies. DAD shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City and DDB and their officers, elected officials, agents and employees.

- a) Commercial General Liability – DAD will provide and maintain a commercial general liability policy (“occurrence” type policy) with limits of not less than \$1,000,000 Combined Single Limit (CSL) each occurrence bodily injury and property damage, or its equivalent.
- b) Commercial Automobile Liability – DAD will provide coverage for all owned, non-owned and hired vehicles for limits of not less than \$1,000,000 Combined Single Limit (CSL) each occurrence bodily injury and property damage, or its equivalent.
- c) Workers' Compensation and Employer’s Liability – DAD will provide full and complete Workers' Compensation coverage as required by Florida state law, as well as Employer’s Liability coverage of not less than \$100,000 each occurrence.

12) Force Majeure: The parties shall use reasonable diligence to ultimately fulfill the intent of this agreement but shall not be liable to each other, or their successors or assigns, for damages, costs, attorney's fees (including costs or attorney's fees on appeal) for breach of contract, or otherwise for failure, suspension, diminution, or other variations of services occasioned by any cause beyond the control and without the fault of the parties. Such causes may include but shall not be limited to, Acts of God, or of the public enemy, acts of other government (including regulatory entities or court) in its sovereign or prior contractual capacity, fires, floods, epidemics, quarantines, restrictions, strikes, or failure or breakdown of transmission or other facilities.

13) Nonassignability: DAD may not assign its rights hereunder without the prior written consent of the DDB, which assignment may be agreed to, denied, or conditioned in part or in whole as DDB deems appropriate in its sole discretion. A successor agency does not automatically have any rights to the Funds disbursed under this Agreement by its position as a successor. A successor agency must receive prior approval from the DDB before it can receive Funds. Failure to comply with this section may result in immediate termination of this Agreement.

14) Controlling Laws:

- a) This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City of Orlando and the DDB now in effect and those hereinafter adopted.
- b) The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

15) Miscellaneous:

- a) DAD warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for them, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for them, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.
 - b) DAD warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin or marital status.
 - c) This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Amendment to or waivers of the provisions herein shall be made by the parties in writing.
 - d) This Agreement is solely for the benefit of the parties signing hereto and no right, nor any cause of action shall accrue to or for the benefit of any third party.
 - e) If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed and independent provision and such holding shall not affect the validity of the remaining portion hereto.
 - f) It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partner or joint ventures between the parties hereto or as constituting DAD as the agent or representative of the DDB for any purpose or in any manner whatsoever.
 - g) DAD certifies that that no officer or employee of the DDB, nor their spouse or child, serves as an officer, partner, director, or proprietor of, nor has a material interest in DAD.
 - h) DAD hereby represents, warrants, and certifies that it does not use coercion for labor or services as defines in Section 787.06 Florida Statutes and that it has provided the Human Trafficking Affidavit attached hereto as Exhibit "E".
 - i)
- 16) Notices: Any notices required or allowed herein under shall be in writing and given by certified mail, return receipt requested, or in person with proof of delivery to the addresses

below or such other addresses either party shall have specified by written letters to the other party delivered in accordance herewith:

DDB: Executive Director
 City of Orlando Downtown Development Board
 400 South Orange Avenue, 6th Floor
 Orlando, FL 32801

AND

 Office of Economic Development Director
 City of Orlando
 400 South Orange Avenue, 6th Floor
 Orlando, FL 32801

DAD: Executive Director
 Downtown Arts District, Inc.
 37 - 39 South Magnolia Avenue
 Orlando, Florida 32801

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals each upon the date so indicated.

Signatures on following pages

DOWNTOWN ARTS DISTRICT, INC.

By _____

WITNESSES:

(1) _____
Print Name: _____

(2) _____
Print Name: _____

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of
☐ physical presence or ☐ online notarization, this _____ day of _____, 2025,
by _____ (name of person) as _____ (type of authority,
(e.g., officer, trustee, attorney in fact, etc.) for Downtown Arts District, Inc.

Signature of Notary Public – State of Florida
Print, Type, or Stamp Notary Name: _____

(Affix Notary Stamp or Seal Above)

___ Personally Known or ___ Produced Identification
Type of Identification Produced _____:

DOWNTOWN DEVELOPMENT BOARD

By: _____
Chair

ATTEST:

David Barilla
Executive Director

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this _____ day of _____, 20____, by
_____ and David Barilla. as the Chair and Executive Director, respectively, for the
Downtown Development Board.

Signature of Notary Public – State of Florida
Print, Type, or Stamp Notary Name: _____

(Affix Notary Stamp or Seal Above)

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the DDB, only.

_____, 2025.

Chief Assistant City Attorney
Orlando, Florida

Exhibit “A”

DAD is a non-profit arts organization serving the Central Florida community. Come discover local art at one of the many art galleries and performance venues located throughout downtown Orlando.

Mission

The mission of the Downtown Arts District is to lead, stimulate, and guide the development of a vibrant, innovative arts and cultural district that enhances economic development in Downtown Orlando.

Vision

To be a premier arts destination.

Tone

Inclusive. Diverse. Accessible.

SECONDARY ESSENCE:

Vibrant. Fresh. Creative.

Position

Experience the arts.™

Core Values

Be Engaged.

Be Professional.

Be Passionate.

Have Integrity.

Promote Diversity.

Exude Excellence.

Exhibit “B”

**Downtown Arts District
Event/Project Proposal Form**

Proposed Event/Project Name:

Proposed Event Date and Time:

Proposed Event/Project Location:

Funding request(reimbursement):

Total Budget for Event/Project:

Please attach itemized budget

Please provide a complete description of the event or project, including goals, objectives, methods of determining success, and planned promotion or marketing of the event or project.

How does your event or project support or involve downtown businesses, restaurants, retailers, and hoteliers?

How does your event or project celebrate local arts and culture?

How does your event or project involve the community and create shared experiences?

Identify any creative partnership or collaborations (e.g. local businesses, artist, cultural organizations) for the project or event.

For events, describe the economic impact the event will bring to downtown Orlando.

Also, for events:

Is the event open to the public?

Is the event free and/or expected cost for attendees?

What is the anticipated attendance?

Exhibit “C”

Performance Standards

- DAD will uphold its mission to lead, stimulate, and guide the development of a vibrant, innovative arts and cultural district that enhances economic development in Downtown Orlando.
- DAD will have an office presence within the Area with regular and consistent office hours of at least 10:00 a.m. to 5:00 p.m. Monday-Friday.
- DAD will help promote events held within the district by artists and art related groups, as well as City/CRA/DDB sponsored events within the district and other relevant events.
- DAD will coordinate with the DDB staff to determine a manner in which to assist DDB in welcoming new artists and art related businesses to the district.
- DAD will provide the DDB with opportunities to participate in DAD hosted events and will recognize the DDB as sponsors of selected events, displaying the Downtown Orlando logo on event related marketing materials, including spotlights in social media and newsletters.

Exhibit "D"

Downtown Arts District Post Event/Project Summary Report

Date Submitted_____

EVENT SUMMARY MUST BE LEGIBLE AND FILLED OUT COMPLETELY. IT MUST BE SUBMITTED WITHIN 60 DAYS OF YOUR EVENT OR PROJECT COMPLETION OR YOU MAY FORFEIT FUNDING. PLEASE E-MAIL YOUR COMPLETED FORM AND BACK-UP DOCUMENTATION TO crafiscal@orlando.gov .

Title of Event or Project_____

Funding Amount Approved_____

Event/Project Summary Prepared by_____

Email _____

For Events: Date of Event_____Event Location_____

Day of the week_____Beginning time_____Ending
time_____

Expected Attendance _____Actual Attendance_____

Was there media coverage?_____If yes, please describe_____

Economic Impact of Event:_____

Written Synopsis of the Event/Project_____

Please indicate how the DDB's goals set forth in section 4(a) of the Agreement were met and submit examples of how the DDB was recognized and the Downtown Orlando Logo was used on marketing materials for the Event or Project, including spotlights in social media and newsletters?

Please attach a detailed copy of the event financial report for review.

Please attach an invoice for the funding (on your letterhead, including your federal Tax ID Number).

Please also attach copies of paid invoices and evidence of payment thereof.

Explain how DAD has met the following performance standards in Exhibit C of the Agreement:

How has DAD upheld its mission to lead, stimulate, and guide the development of a vibrant, innovative arts and cultural district that enhances economic development in Downtown Orlando?

Has DAD maintained an office presence within the Area with regular and consistent office hours of at least 10:00 a.m. to 5:00 p.m. Monday -Friday?

How has DAD helped promote events within the district held by artists or art related groups, as well as City/CRA/DDB sponsored events within the district and other relevant events?

How has DAD coordinated with the DDB staff to determine a manner in which to assist DDB in welcoming new artists or art related businesses to the district?

I, _____, do hereby certify that the information submitted on this form is correct.

Signed _____ Date _____
(Signature required)

Reimbursement will be made up to the amount approved by the DDB provided all conditions were met. This form must be completed and returned along with all supporting documentation within 60 days after the Event with an invoice to:

City of Orlando Downtown Development Board
Attn: Division Fiscal Manager
400 S. Orange Avenue
6th Floor
Orlando, FL 32801
Phone: (407) 246-2608
E-mail: crafiscal@orlando.gov

Failure to submit this report within 60 days after the event may cause funding to be forfeited

Exhibit "E"
Human Trafficking Affidavit

Instruction: "Vendor", defined as any person or nongovernmental entity seeking to engage in business with the Downtown Development Board of the City of Orlando ("DDB"), must complete the following form.

The undersigned, on behalf of Vendor, hereby attests as follows:

- A.** Vendor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the DDB from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:
- **"Coercion"** means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
 - **"Labor"** means work of economic or financial value.
 - **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
- B.** Vendor hereby attests, under penalty of perjury, that Vendor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Vendor: _____

Authorized Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

SPECIAL EVENT FUNDING AGREEMENT

This AGREEMENT (hereinafter referred to as the “Agreement”), effective as of August 23, 2025 (“Effective Date”) is made and entered into by and between the Downtown Development Board (“DDB”), an agency of the City of Orlando created by referendum in December 1972 under the Orlando Central City Neighborhood Development Board Act, Chapter 71-810, Laws of Florida, codified in Chapter 18 of the Charter of the City of Orlando (“Act”), the principal address of which is 400 S. Orange Ave. 6th floor, Orlando, Florida 32801, and the City of Orlando, a municipal corporation (hereinafter referred to as “City”), the principal address of which is 400 S. Orange Ave. 2nd floor, Orlando, Florida 32801 (hereinafter singularly referred to by their respective designation contained hereinabove, or as the “Party”, and collectively as the “Parties”).

WHEREAS, by Section 8(1) of the Act, the DDB has been granted the authority to enter into contracts and agreements; and

WHEREAS, City is conducting Fall Fiesta in the Park at Lake Eola on November 1-2, 2025 (“Fall Fiesta”), Spring Fiesta in the Park on April 4-5, 2026 (“Spring Fiesta”), Earth Day Work Day on April 25, 2026 (“Earth Day”), and Fireworks at the Fountain on July 4, 2026 (“Fireworks”). (collectively “Events”); and

WHEREAS, the Fall and Spring Fiestas in the Park are each estimated to have attendance in excess of 150,000 people; and

WHEREAS, the Fireworks are estimated to have over 100,000 people in attendance; and

WHEREAS, Earth Day at City Hall Plaza will provide education to many downtown workers and visitors related to sustainability and environmental programs of the City; and

WHEREAS, the Events will be held within the Orlando Central City Neighborhood Development Area (“DDB Area”); and

WHEREAS, the DDB finds that it is in the public’s best interest and serves a public purpose to provide funding to the City for use related to the Events occurring in the DDB Area during fiscal year 2025-2026.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DDB and City agree as follows:

1. **Incorporation of Recitals.** The recitals set forth hereinabove are true and correct and are incorporated herein as if fully set out below.
2. **Funding.** Subject to City complying with the terms herein, the DDB shall provide funding on a reimbursement basis in an overall amount of up to Seventy Six Thousand Dollars (\$76,000.00) in total, (the “Funding”) for Event related costs, with up to Twenty-Five Thousand Dollars (\$25,000.00) for Fall Fiesta, Twenty-Five Thousand Dollars (\$25,000.00) for Spring Fiesta, Twenty-

Five Thousand Dollars (\$25,000.00) for Fireworks, and One Thousand Dollars (\$1,000.00) for Earth Day. Payments will be made directly to the City upon invoice by City within thirty (30) days of the DDB's acceptance of all required documentation including the Event summary report required in Section 4 below.

3. Conditions to Funding. The DDB shall not be obligated to provide the Funding enumerated in Section 2 to City unless City maintains compliance with the conditions listed below during the Term of this Agreement:

- a. City shall have coordinated the marketing efforts for the Events with the DDB's Marketing and Communications Manager prior to each Event.
- b. City shall include the downtown Orlando logo ("Logo") in all promotion of each the Events.
- c. City shall conduct the Events in coordination with DDB.
- d. City shall use best efforts to use downtown businesses for secondary merchants and services related to the Events.
- e. DDB shall have the opportunity to place a table or tent on site at each Event.

4. Post Event Summary Report. Within sixty (60) days of the ending time of the Event each quarter, City shall submit to the DDB's Division Fiscal Manager, an Event summary report in the form attached hereto as Exhibit "A" and incorporated herein by this reference. When submitting the Event summary report, City must include all required documentation, including an invoice, receipts showing payments made for Event costs for which reimbursement is being requested, evidence of Logo use, and any other documentation requested by the DDB.

5. Default. The occurrence of any one of following events or conditions during the term of this Agreement shall constitute a default and breach of this Agreement by City, and shall entitle the DDB to enforce the terms of this Agreement, immediately cease or reduce any payments contemplated herein to City, seek reimbursement of any funds already paid by the DDB to City, and/or terminate this Agreement upon ten (10) days written notice to City:

- a. City's failure to comply with any of the requirements and conditions contained in Section 3 hereof.
- b. City's changing of the Event in a manner which would affect the amount of funding City would be entitled to under downtown special event guidelines.
- c. City's making of a material misrepresentation in any certification or communication, including the funding application, submitted by the City to the City or DDB in an effort to induce the award of the grant, payment or the administration thereof that is determined to be false, misleading, or incorrect in any material manner.

Failure of the DDB to declare a default shall not constitute a waiver of any rights by the DDB. Furthermore, the waiver of any default by the DDB shall in no event be construed as a waiver of rights

with respect to any other default, past or present. DDB reserves the right to seek any and all legal and/or equitable action to enforce the terms of the Agreement.

6. Controlling law and venue. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulation and policies of the City of Orlando now in effect and those hereinafter adopted. Unless otherwise specified in this Agreement for a particular issue, all City ordinances, rules, regulations and policies are applicable. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waiver of the provisions herein shall be made by the parties in writing.

8. Severability. If a sentence, phrase, paragraph, provision, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portion hereto.

9. Notices. Any notice required or allowed to be delivered hereunder shall be in writing and deemed to be delivered when (i) hand delivered to the person hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth opposite the party's name below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith:

DDB: David Barilla
Executive Director
Community Redevelopment Agency
400 South Orange Avenue
Orlando, Florida 32801

City: April Michael
Director of Communications and Neighborhood Relations
400 South Orange Avenue
Orlando, Florida 32801

10. Term. The term of this Agreement shall commence on October 1, 2025 and end on September 30, 2026, unless this Agreement is terminated earlier.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year indicated below.

City of Orlando

By: _____
Buddy Dyer
Mayor

Attest:

Stephanie Herdocia
City Clerk

Downtown Development Board

Chair

Date

David Barilla
Executive Director

Date

Exhibit "A"

EVENT SUMMARY REPORT

Date Submitted_____

EVENT SUMMARY MUST BE LEGIBLE AND FILLED OUT COMPLETELY. IT MUST BE SUBMITTED WITHIN 60 DAYS OF YOUR EVENT OR YOU MAY FORFEIT FUNDING. PLEASE E-MAIL YOUR COMPLETED FORM AND BACK-UP DOCUMENTATION TO crafiscal@orlando.gov. FOR EVENTS OCCURRING IN THE MONTH OF SEPTEMBER, YOU MUST SUBMIT YOUR EVENT SUMMARY NO LATER THAN 60 DAYS OF THE EVENT.

Title of Event_____

Event Summary Prepared by_____ Email _____

Date of event_____ Location _____

Day of the week_____ Beginning time_____ Ending time_____

Expected Attendance _____ Actual Attendance_____

Was there media coverage?_____ If yes, please describe_____

Written Synopsis of the Event_____

What changes, if any, will be made for next year?_____

Please indicate how the conditions to funding stated in the Funding Agreement with the DDB were met and submit examples of how the Logo was used on marketing materials for the Event.

Please attach a detailed copy of the event financial report for review.

Please attach an invoice for the sponsorship (on your letterhead, including your federal Tax ID Number).

Please also attach copies of paid invoices and evidence of payment thereof.

I, _____, do hereby certify that the information submitted on this form is correct.

Signed _____ Date _____
(Signature required)

Reimbursement will be made up to the amount approved by the DDB provided all conditions were met. This form must be completed and returned along with all supporting documentation within 60 days after the Event with an invoice to:

City of Orlando Downtown Development Board
Attn: Division Fiscal Manager
400 S. Orange Avenue
6th Floor
Orlando, FL 32801
Phone: (407) 246-2608
E-mail: crafiscal@orlando.gov

Failure to submit this report within 60 days after the event may cause funding to be forfeited

DOWNTOWN DEVELOPMENT BOARD FUNDING AGREEMENT

Vegan Farmers Market

This AGREEMENT (hereinafter referred to as the “Agreement”), effective as of October 1, 2025 (“Effective Date”) is made and entered into by and between the Downtown Development Board (“DDB”), an agency of the City of Orlando created by referendum in December 1972 under the Orlando Central City Neighborhood Development Board Act, Chapter 71-810, Laws of Florida, codified in Chapter 18 of the Charter of the City of Orlando (“Act”), the principal address of which is 400 S. Orange Ave. 6th floor, Orlando, Florida 32801, and Orlando Bearded Vegan LLC, a Florida Limited Liability Company (hereinafter referred to as “Grantee”), the principal address of which is 5915 Paxton Court, Apopka, Florida 32703 (hereinafter singularly referred to by their respective designation contained hereinabove, or as the “Party”, and collectively as the “Parties”).

WHEREAS, by Section 8(1) of the Act, the DDB has been granted the authority to enter into contracts and agreements; and

WHEREAS, Grantee is conducting a quarterly international vegan market at Wall Street (“Event”); and

WHEREAS, the Event is estimated to have attendance of 8,000-11,000 each quarter; and

WHEREAS, the Event will be held within the Orlando Central City Neighborhood Development Area (“DDB Area”); and

WHEREAS, the DDB finds that it is in the public’s best interest and serves a public purpose to assist Grantee by hosting the Event in the DDB Area during fiscal year 2025-2026.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DDB and Grantee agree as follows:

1. **Incorporation of Recitals.** The recitals set forth hereinabove are true and correct and are incorporated herein as if fully set out below.

2. **Funding.** Subject to Grantee complying with the terms herein, the DDB shall provide funding on a reimbursement basis in an overall amount of up to Forty Thousand Dollars (\$40,000.00), up to ten thousand dollars (\$10,000.00) per quarter (the “Funding”) for Event related costs. Payments will be made directly to the Grantee upon invoice by Grantee within thirty (30) days of the DDB’s acceptance of all required documentation for each Event including the Event summary report required in Section 4 below.

3. Conditions to Funding. The DDB shall not be obligated to provide the Funding enumerated in Section 2 to Grantee unless Grantee maintains compliance with the conditions listed below during the Term of this Agreement:

- a. Grantee shall have coordinated the marketing efforts for the Event with the Marketing and Communications Manager prior to the Event.
- b. Grantee shall include the downtown Orlando logo (“Logo”) in all promotion of the Event.
- c. Prior to the Event, Grantee shall provide the DDB evidence of the insurance required by Section 8 hereof.
- d. Grantee shall conduct the Event as generally described in Exhibit “A”.
- e. Grantee shall conduct the Event 4 times within fiscal year 2025-2026, once per quarter.
- f. Grantee shall use best efforts to use downtown businesses for secondary merchants and services related to the Event.
- g. DDB shall have the opportunity to place a table or tent on site at the Event each quarter.

4. Post Event Summary Report. Within sixty (60) days of the ending time of the Event each quarter, Grantee shall submit to the DDB’s Division Fiscal Manager, at 400 S. Orange Avenue, 6th floor, Orlando, Florida 32801, with a copy to crafiscal@orlando.gov, an Event summary report in the form attached hereto as Exhibit “B” and incorporated herein by this reference. When submitting the Event summary report, Grantee must include all required documentation, including an invoice, receipts showing payments made for Event costs for which reimbursement is being requested, evidence of Logo use, and any other documentation requested by the DDB.

5. Permits, Licenses, Applicable Law. Grantee shall comply with all applicable laws, including the Orlando City Code, and Grantee shall maintain any required licenses and permits for conducting the Event.

6. Books and Records. Grantee shall compile and maintain accurate books and records indicating its compliance with the requirements of this Agreement and shall make such records available at a mutually agreed upon time for inspection and/or audit by the DDB during regular business hours.

7. Default. The occurrence of any one of following events or conditions during the term of this Agreement shall constitute a default and breach of this Agreement by Grantee, and shall entitle the DDB to enforce the terms of this Agreement, immediately cease or reduce any payments contemplated herein to Grantee, seek reimbursement of any funds already paid by the DDB to Grantee, and/or terminate this Agreement upon ten (10) days written notice to Grantee:

- a. Grantee’s failure to comply with any of the requirements and conditions contained in Section 3 hereof.
- b. Grantee’s changing of the Event in a manner which would affect the amount of funding Grantee would be entitled to under downtown special event guidelines.

- c. Grantee's making of a material misrepresentation in any certification or communication, including the funding application, submitted by the Grantee to the City or DDB in an effort to induce the award of the grant, payment or the administration thereof that is determined to be false, misleading, or incorrect in any material manner.

Failure of the DDB to declare a default shall not constitute a waiver of any rights by the DDB. Furthermore, the waiver of any default by the DDB shall in no event be construed as a waiver of rights with respect to any other default, past or present. DDB reserves the right to seek any and all legal and/or equitable action to enforce the terms of the Agreement.

7. Insurance. Grantee shall maintain the following types of insurance during the term of this Agreement and shall provide evidence of such insurance at least fourteen (14) days prior to the Event set-up start time. Such insurance must name the City of Orlando and the DDB as additional insureds related to the Event(s). For Commercial General Liability and Commercial Automobile Coverage, the insurance coverage shall contain a provision that any company issuing an insurance policy for the Services shall provide not less than thirty (30) days advance written notice to the DDB prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, Grantee shall immediately provide written notice to the DDB upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. Additionally, Grantee shall require the insurance carriers to waive all rights of subrogation against the DDB, the City of Orlando, their officers, elected and appointed officials, agents, and employees.

- a. Workers' Compensation and Employer's Liability. This insurance shall protect the contractor against all claims under applicable state workmen's compensation laws. The contractor shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to chapter 440 Florida statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits shall not be less than: Workers' compensation Statutory Employer's Liability \$100,000 each occurrence
- b. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than: Bodily injury and \$1,000,000 combined single Property damage limit each occurrence.
- c. Commercial General Liability. This insurance shall be an "occurrence" type policy (excluding automobile liability) written in comprehensive form and shall protect

the contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City or DDB or others arising out of any act or omission of the contractor or his agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a “contractual liability” endorsement to insure the contractual liability assumed by the Contractor under its contract with the City or DDB, and “completed Operations and Products Liability” coverage (to remain in force for 2 years after final payment and subsequent to project completion). If the contractor’s work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property. The liability limits shall not be less than: Bodily injury and \$1,000,000 combined single Property damage limit each occurrence.

9. Indemnification. Grantee shall indemnify, defend and hold harmless the City of Orlando and DDB, their employees, agents and elected and appointed officials, from and against any and all liability, claims, demands, damages, losses, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorney’s fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with any of all of the following: (1) the acts of omissions of the Grantee, its employees, officers, directors, sub-recipients or agents related to this Agreement or the provision of funding by the DDB (2) holding of the Event by the applicant or (3) the mere existence of this Agreement itself.

10. Agency. Grantee and DDB, and their agents, contractors, and subcontractors, shall perform all activities that are contained herein as independent entities and not as agents of each other.

11. Third-party Beneficiaries. This Agreement is solely for the benefit of the parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

12. Controlling law and venue. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulation and policies of the City of Orlando now in effect and those hereinafter adopted. Unless otherwise specified in this Agreement for a particular issue, all City ordinances, rules, regulations and policies are applicable. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

13. No Liability or Monetary Remedy. Grantee hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the DDB, and that the DDB bears no liability for direct, indirect or consequential damages arising in any way out of this Agreement. The only remedy available to Grantee for any breach by the DDB is one of mandamus to require the DDB’s specific performance under the terms and conditions of this Agreement.

14. Relationship. This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between Grantee and the DDB. Grantee cannot create any obligation or responsibility on behalf of the DDB or bind the DDB in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. Each party acknowledges that it is not acting as a fiduciary for or any advisor to the other in respect to this Agreement or any obligation contemplated herein. Grantee further represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by Grantee as an inducement to entering into this Agreement.

15. Personal Liability. No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the DDB in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the DDB contained herein.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waiver of the provisions herein shall be made by the parties in writing.

17. Severability. If a sentence, phrase, paragraph, provision, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portion hereto.

18. Notices. Any notice required or allowed to be delivered hereunder shall be in writing and deemed to be delivered when (i) hand delivered to the person hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth opposite the party's name below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith:

DDB: David Barilla
Executive Director
Community Redevelopment Agency
Orlando City Hall
400 S. Orange Ave.
Orlando, Florida 32801

Grantee: Orlando Bearded Vegan LLC
5915 Paxon Court
Apopka, Florida 32703
Attn: Jeremy A. Santos

19. Assignment. Grantee shall not assign this Agreement without the prior and written consent of the DDB, which assignment may be agreed to, denied, or conditioned in part or in whole by the DDB as deemed appropriate in its sole discretion.

20. Term. The term of this Agreement shall commence on October 1, 2025 and end on September 30, 2026, unless this Agreement is terminated earlier.

21. Human Trafficking Affidavit. This Agreement is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Grantee hereby represents, warrants, and certifies that Grantee does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Grantee has provided the Human Trafficking Affidavit attached hereto as Attachment "C".

22. No Material Interest. Grantee certifies that no officer or employee of the DDB, nor their spouse or child, serves as an officer, partner, director or proprietor of, nor has a material interest in Orlando Bearded Vegan LLC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year indicated below.

Orlando Bearded Vegan LLC

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Agreement is acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, who is the _____ for Orlando Bearded Vegan, LLC, the Grantee. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
Print Name: _____
Commission Expires _____

Downtown Development Board

Chair

Date

David Barilla
Executive Director

Exhibit “A”

Event Name: International Vegan Food Festival

Location: Wall Street Plaza – Downtown Orlando

Hours of Operation: 2:00 PM – 8:00 PM

Theme: Family-friendly event featuring food, music, arts, crafts, contests, and entertainment.

Requested Area:

We would like to utilize Wall Street Plaza and adjoining streets as in previous years, ensuring ample space for vendor booths, foot traffic, and entertainment areas.

Estimated Vendor Count:

Minimum: 45 vendors

Target: 60–70 vendors (mix of food, beverage, retail, wellness, and nonprofit organizations)

Additional Details:

Attendance is expected to be between 8,000–12,000 based on past events.

The event will be free to attend and open to all ages.

The layout will include stage space for live music, an area for contests and activities, and designated zones for food and beverage vendors.

Load-in and setup would take place between 9:00 AM – 1:30 PM on event day, with breakdown immediately following event conclusion.

Power and water needs will be determined per vendor requirements.

Exhibit "B"

EVENT SUMMARY REPORT

Date Submitted _____

EVENT SUMMARY MUST BE LEGIBLE AND FILLED OUT COMPLETELY. IT MUST BE SUBMITTED WITHIN 60 DAYS OF YOUR EVENT OR YOU MAY FORFEIT FUNDING. PLEASE E-MAIL YOUR COMPLETED FORM AND BACK-UP DOCUMENTATION TO orafiscal@orlando.gov. FOR EVENTS OCCURRING IN THE MONTH OF SEPTEMBER, YOU MUST SUBMIT YOUR EVENT SUMMARY NO LATER THAN 60 DAYS OF THE EVENT.

Title of Event _____

Event Summary Prepared by _____ Email _____

Date of event _____ Location _____

Day of the week _____ Beginning time _____ Ending time _____

Expected Attendance _____ Actual Attendance _____

Was there media coverage? _____ If yes, please describe _____

Written Synopsis of the Event _____

What changes, if any, will be made for next year? _____

Please indicate how the conditions to funding stated in the Funding Agreement with the DDB were met and submit examples of how the Logo was used on marketing materials for the Event.

Please attach a detailed copy of the event financial report for review.

Please attach an invoice for the sponsorship (on your letterhead, including your federal Tax ID Number).

Please also attach copies of paid invoices and evidence of payment thereof.

I, _____, do hereby certify that the information submitted on this form is correct.

Signed _____ Date _____
(Signature required)

Reimbursement will be made up to the amount approved by the DDB provided all conditions were met.
This form must be completed and returned along with all supporting documentation within 60 days after the Event with an invoice to:

City of Orlando Downtown Development Board
Attn: Division Fiscal Manager
400 S. Orange Avenue
6th Floor
Orlando, FL 32801
Phone: (407) 246-2608
E-mail: crafiscal@orlando.gov

Failure to submit this report within 60 days after the event may cause funding to be forfeited

Exhibit "E"
Human Trafficking Affidavit

Instruction: "Vendor", defined as any person or nongovernmental entity seeking to engage in business with the Downtown Development Board of the City of Orlando ("DDB"), must complete the following form.

The undersigned, on behalf of Vendor, hereby attests as follows:

- A.** Vendor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the DDB from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:
- **"Coercion"** means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section [893.03](#), Florida Statutes, to any person for the purpose of exploitation of that person.
 - **"Labor"** means work of economic or financial value.
 - **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
- B.** Vendor hereby attests, under penalty of perjury, that Vendor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Vendor: _____

Authorized Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped
My Commission Expires: _____