



DDB

Meeting Notice

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

Welcome,

We are glad you have joined us for the May 28, 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. April 23, 2025 – Downtown Development Board Meeting
4. Public Comment
5. New Business
 - a. Agreement for Arts Initiative Implementation and Administration Services – Samantha Levine, Housing and Homelessness Initiatives Manager
 - b. Downtown Orlando Partnership and Downtown for the Holidays: Holiday Sponsorship Agreement – Kelly Allen, Marketing and Communications Manager
6. Date of Next Meeting
7. 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

Memorandum

To Eugene Jones, Chairman
Kimberly Stewart, Vice Chair
Rachel Moalli
Steve Garrity
Jason Chin

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

Date May 28, 2025

Subject Agenda items to be considered at the Downtown Development Board Meeting for May 28, 2025

Approval of Minutes

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the April 23, 2025, Downtown Development Board Meeting.

Public Comment**New Business**

a. Agreement for Arts Initiative Implementation and Administration Services
Samantha Levine, Housing and Homelessness Initiatives Manager

In 2024, the Downtown Development Board (DDB) engaged United Arts (UA) to implement "DTO Live," an innovative arts initiative with the goal of providing excellent arts experiences every day within the downtown, free to the public, day and night, weekdays and weekends. The project focused on activating public spaces, storefronts, and buildings to increase access to the arts for all people.

DTO Live has been incredibly successful, having provided an immersive music and arts experience for downtown visitors and guests. The number of events to date has surpassed the goal and the performer and guest feedback has been overwhelmingly positive. In recognition of the project's impact, DTO Live was awarded this year's "Game Changer" Golden Brick award.

The DDB would like to renew the contract for the next year, with a focus on the most popular events, like daily live music, the flower flash, and the vacant storefront project. The cost to implement the project for another year is an amount not to exceed six hundred and eight thousand, eight hundred and eight five dollars (\$608,885.00). Additionally, the Agreement includes an administration fee for UA not to exceed ninety-one thousand, three hundred and thirty-three dollars (\$91,333.00).

Staff requests that the DDB approve the Agreement for Arts Initiative Implementation and Administrative Services, subject to review and approval of 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.

b. Downtown Orlando Partnership and Downtown for the Holidays: Holiday Sponsorship Agreement

Kelly Allen, Marketing and Communications Manager

There is no more festive time of the year to experience downtown Orlando than the holiday season. All month long, the City of Orlando's Downtown Development Board (DDB) invites residents and visitors to Downtown for the Holidays for family-friendly holiday events and activities for all ages to enjoy, furthering the DDB's continued commitment to providing a wide variety of entertainment and festivities for everyone.

The DDB is seeking to enter into an agreement with the Downtown Orlando Partnership (DOP) to solicit and secure sponsorships for the Downtown for the Holidays event. In return, DOP shall receive 25% of the total gross sponsorship revenue received. DDB will enter into sponsorship agreements with each sponsor.

Staff requests that the DDB approve the Agreement with the Downtown Orlando Partnership and authorize the Chief Procurement Officer to execute the Agreement, in substantially the form attached, subject to the review and approval of the City Attorney's Office. Additionally, staff requests approval of the form sponsorship agreement to be entered into between DDB and the sponsors, in substantially the form attached, subject to the review and approval of the City Attorney's Office, and authorize the Executive Director to execute such sponsorship agreements.

Date of Next Meeting

- a. The next Downtown Development Board Meeting will be held Wednesday, June 25, 2025, at 3:00 p.m. in Veterans Conference Room.

Adjournment

Agreement for Arts Initiative Implementation and Administration Services

THIS AGREEMENT (“Agreement”), effective as of the 1st day of June, 2025 (“Effective Date”), is made by and between the Downtown Development Board (“DDB”), a body corporate and an agency of the City of Orlando (“City”), created by referendum in December, 1972, under Chapter 71-810, Laws of Florida, the Orlando Central City Neighborhood Development Board Act, codified in Chapter 18 of the Charter of the City of Orlando (“Act”), hereinafter referred to as the “DDB” and United Arts of Central Florida, Inc., a Florida not-for-profit corporation, hereinafter referred to as “UA”. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

WITNESSETH:

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 public planning initiative identified a desire for Downtown Orlando to be a place where unique experiences can be found on a regular basis, particularly related to arts and culture; and

WHEREAS, the DDB desires to maintain a systemic arts initiative as generally set forth on Exhibit “B”, attached hereto and incorporated herein by this reference (“Arts Initiative”) bringing excellent arts and cultural experiences every day to the DDB area (“Area”); and

WHEREAS, UA is the Orange County designated Local Arts Agency, responsible for supporting, promoting, and developing arts at a local level; and

WHEREAS, the DDB desires to have UA, the Local Arts Agency for the region, administer and implement the Arts Initiative; and

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

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.
2. **Term.** Unless earlier terminated, the Term of this Agreement shall commence on the effective date of this Agreement and shall remain in effect for one (1) year (“Initial Term”). Notwithstanding the foregoing, all record keeping requirements and audit requirements mandated by this Agreement shall survive termination of this Agreement.

3. **Scope of Work.** UA shall conduct the work contemplated in the Scope of Work (“Work”) set forth in Exhibit “A”, attached hereto and incorporated herein by this reference, and implement the Arts Initiative as generally defined on Exhibit “B”. UA agrees to perform the Work for the fee set forth in Exhibit “B”, not to exceed ninety-one thousand, three hundred and thirty-three dollars (\$91,333.00) (“Service Fee”). UA acknowledges and agrees that any services provided, and all other costs and other expenses incurred, for work in excess of the not to exceed figure set forth above shall be incurred at UA’s own risk if the prior written authorization of the DDB is not obtained.
4. **Funding.** Under the terms and conditions of this Agreement, DDB agrees to provide UA an amount not to exceed six hundred and eight thousand, eight hundred and eighty-five dollars (\$608,885.00) (“Funding”) to implement the Arts Initiative. UA must utilize the Funding to conduct the programming and installation of the Arts Initiative and pay the expenses therefore as contemplated in Exhibit “B”. UA agrees that such fees and the total not to exceed amount are in full and complete satisfaction for all materials, services, deliverables, reimbursable expenses, artist fees and costs, and other items to be performed or provided in relation to the implementation of the Arts Initiative. UA acknowledges and agrees that any the Funding to implement the Arts Initiative shall not exceed the not to exceed figure set forth above and any expenses in excess of such figure in implementing the Arts Initiative shall be incurred at UA’s own risk if the prior written authorization of the DDB is not obtained.
5. **Disbursements.**
 - a. Upon invoice from UA, DDB shall provide the Service Fee to UA in four equal payments of twenty-two thousand, eight hundred and thirty-three dollars and 25/100 (22,833.25) each. UA shall provide the first Service Fee invoice upon execution of this Contract. The remaining Service Fee invoices shall be provided every three months thereafter commencing on September 1, 2025.
 - b. DDB shall make an initial payment of twenty five percent (25%) of the Funding, one hundred and fifty-two thousand, two hundred and twenty-one dollars and 25/100 (\$152,221.25) following the provision of an invoice by UA upon execution of this Agreement. At any time after August 15, 2025, following DDB’s review of the monthly reports for June and July required under Section 6 below and confirmation of the related Funding expenditures, the second twenty five percent (25%) of the Funding shall be paid to UA following receipt of a second Funding invoice from UA. At any time after November 15, 2025, following DDB’s review of the monthly reports for

August, September, and October required under Section 6 below and confirmation of the related Funding expenditures, the third twenty five percent (25%) of the Funding shall be paid to UA following receipt of a third Funding invoice from UA. The final twenty five percent (25%) of the Funding will be paid after February 15, 2026, following DDB's review of the monthly reports for November 2025, December 2025, January 2026 and the year-to-date summary report for 2025 to be submitted on January 15, 2026 as set forth in section 6 below and upon receipt of a fourth Funding invoice from UA.

- c. All invoices received by the DDB are payable within thirty (30) days from receipt, provided they have first been approved by the DDB, and DDB's Executive Director, or designee, has accepted the Work. The DDB reserves the right, with justification, to partially pay any invoice submitted by UA.
- d. All invoices shall be directed to the Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida, 32801-3302 with a copy to Downtown Development Board, Attn: Division Fiscal Manager, at the same address.

6. Progress and Financial Reporting.

- a. UA shall provide the DDB with monthly reports in the form of Exhibit "B", attached hereto and incorporated herein by this reference, showing the Work completed and Arts Initiative activities for the applicable reporting time period, including Funding spent to date, listed by experience or expense. UA shall also provide any additional information regarding the Work as requested by DDB.
- b. Progress reports shall be due the 15th of each month following the reporting period. (i.e. report for activities from January 1st-31st will be due February 15th). The report due January 15, 2026 shall also include a year-to-date summary of the Work conducted and the Arts Initiative activities. Additionally, an annual report summarizing the Arts Initiative activities and Work completed during the entire Initial Term of the Agreement shall be provided to the DDB within thirty (30) days of the end of the Initial Term.
- c. The reports should be communicated to the DDB's Executive Director by electronic means via electronic mail with a copy sent by regular mail to the Downtown Development Board, Attn: Executive Director, 400 South Orange Avenue, 6th floor, Orlando, Florida 32801.

- d. Failure to comply with the requirement to submit reports without at least forty-eight (48) hours prior written notification to the DDB's Executive Director and without the prior written consent of the DDB's Executive Director, such consent not to be unreasonably withheld, shall constitute grounds for termination of this Agreement and may result in the ineligibility of UA to receive the remaining Funding from the DDB.

7. Books and Records/Audit:

- a. UA shall maintain books, records, and other evidence relating to the Work provided and use of the Funding provided by the DDB hereunder (hereinafter referred to as the "Books and Records"). Such Books and Records shall be maintained in accordance with generally accepted accounting principles, procedures and practices. Books and Records must be maintained for five (5) years after termination or expiration of the Agreement.
- b. UA expressly acknowledges that the DDB shall have the right to audit the Books and Records from time to time for compliance by UA with the terms, conditions, limitations, restrictions and requirements of this Agreement, which shall extend for a period of five (5) years after the Term of this Agreement. Should any audit show that the Funding or Service Fee, or any portion thereof, was not expended in accordance with the Agreement, UA shall be held liable for reimbursement of all funds not expended in accordance with the Agreement within thirty (30) days after the DDB's provision of notice to UA. Any such reimbursement shall not preclude the DDB from taking other action or pursuing other remedies.
- c. UA shall permit the DDB to monitor the Work being conducted by UA to ensure compliance with the terms of this Agreement. The DDB shall, upon reasonable notice, have full access during normal business hours for inspection, review and audit of the Books and Records. The DDB's right of inspection shall include any audits made by any other agency, whether local, State or Federal. Also, citizens, public agencies, and other interested parties must be provided reasonable access to these records, consistent with applicable state and local laws regarding privacy and obligations of confidentiality.

8. Repayment of Funding. UA shall be liable for repayment of any funding dispersed under the terms of this Agreement, which may be deemed by the DDB to have been dispersed in error, or which is used by UA in violation of this Agreement. Additionally, upon expiration or termination of the Agreement, UA must return any unspent Funding, as shown on the year end summary report, to the DDB. Should the Term of the Agreement be extended for an additional year, upon the written approval of the DDB's Executive Director, such unspent Funding may be retained by UA and used for costs of the Arts Initiative in the next year.

9. Patents and Copyrights

- a. UA shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product, or device in performance of the Work and implementation of the Arts Initiative contemplated by this Agreement, which is the subject of patent rights or copyrights. UA shall, at its own expense, hold harmless and defend the DDB and the City against any claim, suit or proceeding brought against the DDB and/or the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States. The UA shall pay all damages and costs awarded against the DDB and/or the City.
- b. Notwithstanding the foregoing, the DDB, the CRA, and the City shall each have the non-exclusive, non-transferable, fully paid-up, royalty-free right and license to use, photograph, depict, copyright photographs and depictions, publish, distribute, and publicly display any and all aspects of the Arts Initiative, including but not limited to the artists, installations, and performers and to create, use, copy, reproduce, publish, distribute, and display derivative or other works based thereon worldwide in all forms of media now known or later developed, including but not limited to Web sites, advertising, media campaigns, direct mail, and education presentations. UA shall obtain any necessary permission, licenses, and releases from the artists and performers to allow DDB's use of the licenses and rights as set forth herein by requiring the inclusion of the following language in UA's agreement with the artists and performers:

The DDB, CRA, and City hereby have permission to identify me by name and use my image in connection with my performance(s). The DDB, CRA, and City shall have the right to photograph and/or video record me and my performance(s) and to use, depict, copyright photographs and depictions, publish, distribute, and publicly display and to create, use, copy, reproduce, publish, distribute, and display derivative or other works based on the images or recordings, worldwide in all forms of media now known or later

developed, including but not limited to Web sites, advertising, media campaigns, direct mail, and presentations.

Such licenses and rights shall allow the DDB, the CRA, and the City to identify the artists, installations, and performers of the Arts Initiative by name and use their images. Such licenses and rights are for all uses now existing, or which may exist in the future, including but not limited to the use of the artistic work for economic development, the promotion of downtown Orlando, and any and all other uses or purposes benefitting the DDB, CRA, or the City.

10. Default and Termination:

- a. **Default.** A default shall consist for failing to comply with the terms of this Agreement, use of Funding for a purpose other than as authorized by this Agreement, any material breach of the Agreement, failure to timely comply with audit requirements, or any material adverse change in UA's actions that gives the DDB reasonable cause to believe that the Arts Initiative cannot be operated according to the terms of this Agreement, including the work contemplated in Exhibits "A" and "B".

For purposes of this Agreement, a reasonable opportunity to respond to any default shall be ten (10) days from receipt by UA of the DDB's written notice of default. No delay or omission by the DDB in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any UA default.

Notices required herein, shall be considered received by UA and the DDB if delivered in person with written proof thereof, or when deposited in the U.S. Mail, in a prepaid wrapper marked certified, return receipt requested.

Unless UA's default is waived, the DDB may, upon twenty-four (24) hour written notice, terminate this Agreement for said default. In the event of termination of this Agreement by the DDB for UA's breach, UA shall return to the DDB all unused or uncommitted Funding as of the date of termination and will not receive any additional Funding.

Failure of the DDB to declare a default will not constitute a waiver of any rights by the DDB. Furthermore, the waiver of any default by the DDB will in no event be construed as a waiver of rights with respect to any other default, past or present.

Waiver by the DDB of UA's default under this Agreement shall not be deemed to be a waiver of any other default nor shall it be termination notice.

- b. **Remedies.** Upon due notice to UA of the occurrence of any such default and the provision of a reasonable opportunity to respond, the DDB may take one or more of the following actions:

Direct UA to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities;

Reprogram Funding that has not yet been expended from affected activities to other eligible activities or withhold Funding;

Terminate the Agreement and direct UA to reimburse the DDB's program accounts in the amount of Funding not yet spent or committed by binding agreement in accordance with the requirements of the Arts Initiative or this Agreement;

Other appropriate action including, but not limited to, any remedial action legally available, such as litigation, declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the Agreement, and any other available remedies under statutory, equity or common law.

All remedies are cumulative and to the extent permitted by law, the election of one remedy shall not be construed as a waiver of other available remedies.

- c. **Termination for convenience.** Except as otherwise provided herein, this Agreement may be cancelled by either party providing thirty (30) days' advance written notice to the other party at its address specified herein. In such case, the DDB is entitled to seek the return of any unspent or non-contractually committed Funding already received by UA.

11. Insurance and Indemnification.

a. Indemnification: UA shall defend, indemnify and hold harmless the DDB from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees, whether or not suit is filed and if suit is filed, attorney fees and costs at all trial and appellate levels, including bankruptcy, and expenses of whatever kind or nature the DDB may sustain, suffer or incur arising or

growing out of or in any way connected with the performance of this Agreement by UA or any of its contractors, agents, or the like because of or due to the existence of the Agreement itself, unless caused by the DDB's gross negligence or willful misconduct. The indemnity hereunder shall survive termination of the Agreement. In the event that any action, suit or proceeding is brought against the DDB upon any liability arising out of the Agreement, or any other matter indemnified against, the DDB at once shall give notice in writing thereof to UA by registered or certified mail addressed to UA. Upon receipt of such notice, UA, at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the DDB.

b. Insurance. During the term of this Agreement, UA shall provide, pay for and maintain with companies satisfactory to the DDB, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida. Such insurance shall be primary coverage afforded the Additional Insured and shall contain a cross-liability or severability of interest clause. The general liability policy shall provide that the DDB, its officers and employees are additional insureds as to the operation of the UA under this Agreement. The insurance coverage and limits required must be evidenced by properly executed certificates of insurance prior to commencement of this Agreement. Thirty (30) days written notice by registered or certified mail must be given the DDB of any cancellations, intent not to renew, or reduction in the policy coverage, except in the application of the aggregate liability limits provisions. Should any aggregate limit of liability coverage be reduced, it shall be immediately increased back to the limit required by this Agreement. The insurance coverages required herein are to be primary to any insurance carried by the DDB or any self-insurance program thereof. The UA shall be responsible for any deductibles under its policies. The UA shall ensure that all of its contractors and subcontractors carry adequate types and limits of insurance.

- i. Workers' Compensation Insurance shall be provided for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida.
- ii. Commercial General Liability Insurance covering bodily injury and property damage with a minimum limit of \$1,000,000.00 each occurrence. Such policy shall include the DDB as an additional insured and shall cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under this Agreement.

12. Time of Completion. The parties understand and agree that time is of the essence in the performance of this Agreement; however, UA or DDB, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, or any other causes, contingencies or circumstances not subject to UA's or DDB's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of UA's or DDB's contractual obligations, respectively.

13. Nonassignability. UA may not assign the 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 Funding disbursed under this Agreement by its position as a successor. A successor agency must receive prior approval from the DDB before it can receive Funding. 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. UA 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. UA shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Contract. To the extent applicable, UA shall comply with Florida public records laws, including Sections

119.0701(2) (b) 1 through 4 of the Florida Statutes. **IF UA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK, RECORDS@CITYOFORLANDO.NET, TELEPHONE NUMBER (407) 246-3538, 400 S. ORANGE AVE., ORLANDO, FL 32801.**

- c. UA 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 UA.
- d. UA 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.
- e. 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. The continued performance by either party hereto after an event of default shall not be deemed 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.
- f. 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. The CRA is an agency, whose limits of liability are set forth in section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of City or CRA beyond that provided in section 768.28, Florida Statutes. Further, nothing herein is intended as a waiver of City's, or CRA's, sovereign immunity under section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for anything which might allow claims otherwise barred by sovereign immunity or operation of law.
- g. 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.
- h. 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 UA as the agent or representative of the DDB for any purpose or in any manner whatsoever. The performance of the Services outlined in this Agreement is as independent entities and not as agents of each other.

- i. The DDB's Executive Director shall have the authority to act on behalf of the DDB in all matters related to this Agreement, including but not limited to, the sending and receiving of notices required hereunder.
- j. This Agreement is subject to the terms, conditions, provisions and requirements of Section 448.095 of the Florida Statutes which is incorporated herein by this reference, including but not limited to the requirement that UA, and any subcontractors thereof, register with and use the E-Verify system to verify the work authorization status of all new employees.
- k. UA hereby represents, warrants, and certifies that UA 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 "C".

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

City Attorney's Office
City of Orlando
400 South Orange Avenue, 6th Floor
Orlando, FL 32801

UA: Jennifer Evins
President & CEO
United Arts of Central Florida, Inc.
3025 Edgewater Drive
Orlando, Florida 32804

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 next page****

United Arts of Central Florida, Inc.

By _____
President/Chief Executive Officer

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 _____ (name of person) as _____ (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for _____ (name of entity/party on behalf of whom instrument was executed).

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: _____
Eugene Jones
Chair

ATTEST:

By: _____
David Barilla
Executive Director

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

_____2025

Chief Assistant City Attorney

Exhibit “A” SCOPE OF SERVICES

United Arts of Central (UA) will serve as the Downtown Development Board’s (DDB) implementation partner to advance the arts and cultural goals of Downtown Orlando (DTO) strategically and effectively, which include:

A Thriving Downtown – Day and Night

- Vibrant
- Walkable
- Economically Viable
- Cultural Destination

DDB seeks to create and maintain a vibrant cultural scene in DTO. By leveraging local cultural assets and creative people, UA will provide exceptional arts and cultural experiences, including visual, interactive, and performance art, every day in DTO.

As the implementation partner for DTO arts and cultural initiatives, UA services include:

- Activating civic spaces with a variety of interactive experiences, free to the public, with a focus on sidewalks, storefronts, buildings and public spaces with input from DDB and City staff on priorities and code.
- General alignment with DDB’s goals and objectives and the specific goals of increased numbers of pedestrians within DTO and increased economic benefit to businesses within DTO.
- Increasing access to the arts for all people and including a broad range of artists.
- Convening at least twice monthly with DDB and City staff to review and focus plans for upcoming events and installations, pivot as needed and communicate successes and opportunities. At such meetings, selected and proposed artists, performances, or installations, anticipated attendance, and the proposed budget for each shall be presented in the same general format as included in Exhibit “B”.
- Identifying key locations within DTO to activate and work with neighboring property owners and businesses to complement their business hours with a goal to increase patrons and sales by cultural audiences.
- Conducting public calls for proposals for all opportunities provided by funding for this initiative to seek the interest and qualifications of artists and organizations, with evaluation criteria to include proven ability to execute programs, excellence in reliability, cultural variety, fees, artform, and program alignment DDB goals, with DDB Executive Director review of all such selections.
- Subcontracting with agencies that will engage local artists and businesses in the greater Orlando area with priority given to artists, businesses and organizations within DDB’s footprint.
- Providing oversight of artists and organizations to ensure a standard of excellence for the artists’ experiences, including contracting, and monitoring deliverables to all programs and projects.

- Providing program administration and financial management with accounting and monthly reconciliation for all funds.
- Completing monthly and other reporting as required by this Agreement.
- Establishing uniform processes for code alignment, securing permits and maintenance (as applicable).
- Leveraging existing or planned programs to build on extending visits to Downtown Orlando and encouraging patrons to return downtown.
- Providing leadership around the development of new cultural programming as well as helping to leverage the existing programs to benefit DTO.

The UA fee of 15% is based on total annual budget allocation for the program. This fee for service will allow UA to provide expertise, program staff, office services, public calls for proposals, planning, implementation, accountability, financial and administrative services.

The UA scope and fee does not include the cost of developing branding and marketing and advertising of the DTO activation program. DDB, either through internal staff or its contracted marketing agencies, will conduct brand development and messaging for the initiative, design of all collateral, manage social media with weekly and daily promotion, capture onsite live video and photos, conduct media communications, and measure monthly engagement with such promotion. UA will work with the DDB to align with the brand standards and will cooperate with the DDB and City regarding the marketing of the program.

The UA scope and fee does not include an evaluation partner. The DDB will be responsible for measuring outcomes as related to pedestrian/visitor counts and UA will obtain information from DTO businesses related to sales/revenue increases (%).

As a Local Arts Agency, UA does not produce any artistic products or performances and will contract all creative and cultural experiences to local artists, businesses and nonprofits that are vetted through our standards of cultural diversity, sound financial management, governance legal 501(c)3 in good standing with the IRS and State of Florida or professional artist with legal documentation and a W-9.

Exhibit “B”

[illegible]

Exhibit "C"
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: _____

Exhibit “A”

SCOPE OF SERVICES

Agreement for Sponsorship Revenue Sharing: Downtown for the Holidays

Between: City of Orlando Downtown Development Board (DDB)

And: Downtown Orlando Partnership (DOP)

1. Purpose

This Scope of Services outlines the responsibilities and revenue sharing agreement between the Downtown Orlando Partnership (DOP) and the Downtown Development Board for the event **Downtown for the Holidays**. The purpose of this agreement is to allow DOP to solicit and secure sponsorships for the event and to receive 25% of the total sponsorship revenue as compensation.

2. Scope of Work

2.1 Sponsorship Development and Sales

- Identify potential sponsors for Downtown for the Holidays sponsorship packages.
- Actively solicit and secure financial sponsorships from corporate partners, local businesses, and organizations that mutually align.
- Provide regular updates to the DDB on outreach efforts, confirmed sponsors, and revenue projections.

2.2 Sponsorship Fulfillment

- DDB will ensure all sponsor benefits and deliverables (e.g., logo placements, activations, hospitality, recognition, etc.) are properly fulfilled as outlined in the sponsor agreements.
- If necessary, DOP will serve as the liaison between sponsors and event management team(s) to coordinate sponsor-related logistics.

2.3 Contract Management and Documentation

- Assist DDB as needed in negotiating and executing sponsorship agreements in alignment with the DDB and City’s branding and event guidelines.
- Maintain accurate accounting of all sponsorship revenue and deliverables.

- DDB shall provide DOP with copies of all executed agreements and notice of receipt of sponsorship revenue and other deliverables on an ongoing basis

2.4 Reporting

- Provide a post-event sponsorship report including:
 - Final list of sponsors and associated contribution levels
 - Summary of sponsor activations
 - Financial summary of total sponsorship dollars secured
 - Lessons learned and recommendations for future events

3. Revenue Sharing Terms

- DOP shall receive **25%** of the total gross sponsorship revenue received by DDB specifically for Downtown for the Holidays.
- Payments will be disbursed by DDB within 30 days following the conclusion of the event and submission of the post-event sponsorship report. In the event of default by any sponsors, payments derived from the delinquent sponsor(s) will be disbursed within 30 days following DDB's receipt of delinquent payment(s).
- In-kind sponsorships may be considered part of the total sponsorship revenue at fair market value, subject to approval by the DDB.

4. Term

This agreement shall be effective from the date of execution through the conclusion of Downtown for the Holidays and all related post-event reporting and payment activities.

5. Branding and Compliance

The DDB retains final approval rights on all sponsors and associated deliverables.

CONTRACT

THIS CONTRACT ("Contract"), effective as of the ____ day of _____, 2025, is made by and between the Downtown Development Board, an agency of the City of Orlando ("City"), 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, hereinafter referred to as the "DDB" and Downtown Orlando, Inc. d/b/a Downtown Orlando Partnership, hereinafter referred to as the "Contractor".

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

WHEREAS, under the DDB's policy and procedure codified as §1250.1 of the City's policies and procedures manual, the City Chief Procurement Officer has been authorized by the DDB to serve as the DDB's principal procurement agent; and

WHEREAS, the services to be provided under this Contract have been procured by the City's Chief Procurement Officer on DDB's behalf;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

I. SCOPE

The Contractor is to perform the work ("Work") as defined in the Contractor's proposal to the DDB ("Proposal"), which Proposal is attached hereto as Exhibit "A" and incorporated by reference herein and made a part hereof as fully as if herein set forth. The parties stipulate that the target amount of sponsorship revenue shall be \$122,500.00, with commitments totaling that amount to be secured on or before October 31, 2025, and with sufficient Work performed to achieve that goal. Unless otherwise specified herein or in the Proposal, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

II. TERM OF CONTRACT

The period of this Contract shall begin on June 1, 2025, and shall end as stated in Exhibit "A"; but in any event, all obligations shall be completely performed on or before March 2, 2026.

III. COMPENSATION

The Contractor agrees to perform the Work and provide the services and materials as specified in its proposal to the City at the cost specified in Exhibit "A".

IV. PAYMENT

All invoices received by the DDB are payable within thirty (30) days from receipt, provided they have first been approved by the using department, and such department has accepted the Work. The DDB reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using department. All invoices shall be directed to the Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida, 32801-3302.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY CONTRACT NUMBER AS STATED HEREIN.

V. FISCAL YEAR FUNDING APPROPRIATION**A. SPECIFIED PERIOD**

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the DDB. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of funds therefor.

B. CANCELLATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL PERIODS

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the contract or otherwise recoverable.

VI. GENERAL CONDITIONS**A. PATENTS AND COPYRIGHTS**

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the DDB against any claim, suit or proceeding brought against the DDB which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Contract, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the DDB.

B. TERMINATION FOR DEFAULT

1. The performance of Work under this Contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the Chief Procurement Officer shall determine that the Contractor has failed to meet the performance requirements of this Contract.
2. The Chief Procurement Officer has a right to terminate for default if the Contractor fails to make delivery of any necessary supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Contract, or if the Contractor fails to perform any other provisions of the Contract.

C. TERMINATION FOR CONVENIENCE

The City's Chief Procurement Officer may terminate the Contract for convenience with advance written notice to the Contractor. In the event of such a termination by the DDB, the DDB shall be liable for the payment of all Work properly performed prior to the effective date of termination.

D. [RESERVED.]

E. TIME OF COMPLETION

The parties understand and agree that time is of the essence in the performance of this Contract. The Contractor or DDB shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, or any other causes, contingencies or circumstances not subject to the Contractor's or DDB's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or DDB's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Contract or on the date of the start of Work, shall extend the time of the Contractor's or DDB's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at her discretion, cancel this Contract for the convenience of the DDB.

F. INDEMNIFICATION AND INSURANCE

1. Indemnity

The Contractor hereby agrees to indemnify and hold harmless the DDB and the City, and their officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and

costs of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with this Contract.

2. Insurance

Prior to commencing and at all times during the performance of any work under this Agreement, Contractor (and any of its subcontractors performing work pursuant to this Agreement) shall maintain the following insurance policies to cover claims, liabilities, and damages arising from Contractor's and any of its subcontractors' activities: (i) Worker's Compensation and Employer's Liability Insurance at the statutory amount; (ii) Commercial General Liability ("CGL") Insurance with combined single limits of One Million Dollars (\$1,000,000.00) per occurrence; and (iii) Comprehensive Automobile Liability Insurance with a combined single limit of One Million Dollars (\$1,000,000.00). The City, the DDB, and their officers, elected officials, and employees shall be added as an additional insured to the CGL policies and such policies shall be considered primary insurance without recourse to or contribution from any similar insurance carried by the DDB. Contractor shall provide to the DDB a copy of the applicable CGL insurance certificate(s) prior to commencing any work hereunder. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the DDB, its officers, elected officials, agents and employees and against other contractors and subcontractors.

G. [RESERVED.]

H. ACCEPTANCE

The DDB will be deemed to have accepted the Work after the City's Chief Procurement Officer is notified by the DDB of its satisfaction that the work is completed.

I. CORRECTION OF WORK

The Contractor shall promptly correct all Work rejected by the DDB as failing to conform to this Contract. The Contractor shall bear all costs of correcting such rejected Work.

J. RIGHT TO AUDIT RECORDS

The DDB shall be entitled to audit the books and records of Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date

of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the DDB. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

K. TIME IS OF THE ESSENCE

The parties agree that time is of the essence in the completion of the Work called for under this Contract. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

L. INFORMATION

All information and data furnished to or developed for the DDB by the Contractor or its employees, pursuant to this Contract, excluding previously copywritten materials, shall be the sole property of the DDB and all rights therein are reserved by the DDB, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

M. EXTRA WORK

1. Requested by DDB

The DDB, without invalidating this Contract, may order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions, the Contract price and time being adjusted accordingly. All such changes in the Work ordered by the DDB shall be authorized by written Addendum to this Contract, and shall be executed under the applicable conditions of the Contract.

2. Additional Work Discovered by Contractor

If the Contractor plans to make a claim for an increase in the Contract price based upon new or unforeseen circumstances which result in the need for additional work outside the scope of the original Work, Contractor shall first before providing any additional goods or services related to such additional work give the DDB written notice thereof and secure the prior written approval of the City's Chief Procurement Officer. No claim for extra work will be considered valid by the DDB unless first submitted in writing and approved in writing by the Chief Procurement Officer.

N. FAMILIARITY WITH THE WORK

The Contractor by executing this Contract, acknowledges full understanding of the extent

and character of the Work required and the conditions surrounding the performance thereof. The DDB will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as its stated commitment to fulfill all the conditions referred to in this Contract.

O. [RESERVED.]

VIII. MISCELLANEOUS PROVISIONS

- A. The Contractor shall not employ subcontractors without the advance written permission of the Chief Procurement Officer.
- B. Assignment of this Contract shall not be made without the advance written consent of the Chief Procurement Officer.
- C. No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the Chief Procurement Officer or designee.
- D. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Contract.
- E. All disputes between the parties shall be resolved in accordance with the City's Procurement Code, (Chapter 7 of the City Code).
- F. This Contract is considered a non-exclusive Contract between the parties.
- G. This Contract is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.
- H. Any litigation arising out of this Contract shall be had in the Courts of Orange County, Florida.
- I. Contractor shall comply with all applicable federal, state, and local laws in the performance of work under the contract. To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK OR THE CITY'S RECORDS AND ARCHIVES MANAGER, AT

**RECORDS@CITYOFORLANDO.NET, TELEPHONE NUMBER (407)
246-2148, 400 S. ORANGE AVE., ORLANDO, FL 32801.**

J. Notices.

All notices required or permitted to be given under this Agreement must be in writing and must be delivered to a party at the addresses set forth below (or such other address as may hereafter be designated by such party in writing). The parties' addresses for the delivery of all such notices are as follows:

DDB: David Barilla
Executive Director
Downtown Development Board
400 South Orange Avenue, 6th Floor
Orlando, Florida 32801
Fax: (407) 246-3359
Phone: (407) 246-3703

DDB: David Billingsley
Chief Procurement Officer
City of Orlando
400 South Orange Avenue, 4th floor
Orlando, Florida 32801
Fax: (407) 246-2869
Phone: (407) 246-2897

Contractor: Jill Vaughn
Downtown Orlando, Inc.
d/b/a Downtown Orlando Partnership
P.O. Box 2026
Orlando, Florida 32802
Fax: _____
Phone: (407) 222-5596

K. Notices shall be either: (1) personally delivered (including delivery by Federal Express or other courier service) to the addresses set forth above, in which case they shall be deemed

delivered on the date of delivery; (2) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail; or (3) transmitted via telecopier using a telecopier number provided above, if any (or such other number as receiving party may have designated in writing), in which case the delivery shall be deemed to have occurred on the day of the transmission, provided that the day of transmission is a business day in the City of Orlando, Florida, and the time of transmission is prior to 5:00 p.m. EST, or, if not, the first DDB business day after the transmission.

- L. The undersigned hereby certifies that this Contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted proposals for the Work covered by this Contract and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Contract and to execute same on behalf of the Contractor as the act of the said Contractor.
- M. Contractor certifies that no officer or employee of the City or DDB, nor their spouse or child, serves as an officer, partner, director, or proprietor of, nor has a material interest in Contractor.
- N. Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and is not engaged in a boycott of Israel. In addition, if this Contract is for a contract for goods or services of one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473 of the Florida Statutes and is not engaged in business operations in Cuba or Syria. Contractor shall be required to recertify the aforementioned certifications at each renewal of the Contract. The DDB may terminate the Contract if Contractor is found to have submitted a false certification pursuant to this subsection, is placed on any of these lists by the State of Florida, or engages in business operations in Cuba or Syria.
- O. The Contract is subject to the terms, conditions, provisions and requirements of Section 448.095 of the Florida Statutes which is incorporated herein by this reference, including but not limited to the requirement that Contractor, and any subcontractors thereof, register with and use the E-Verify system to verify the work authorization status of all new

employees.

- P. This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit attached hereto as **Attachment 1**.
- Q. This Contract, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either party hereto. In the event of any dispute or conflict between the provisions of this Contract and any exhibit or attachment hereto, the terms of this Contract shall control.
- R. The City's Chief Procurement Officer or written designee shall have authority to act on behalf of the DDB in matters related to this Contract, including but not limited to the sending and receiving of any notices required hereunder.
- S. If any section, sentence, clause, phrase, provision, or other portion of this Contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the Contract.
- T. This Contract is solely for the benefit of the parties to the Contract and no causes of action shall accrue upon or by reason hereof to or for the benefit of any third parties.
- U. This Contract may be executed in one of more counterparts by the parties. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service) shall be deemed original signatures and binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

DOWNTOWN DEVELOPMENT BOARD
CITY OF ORLANDO, FLORIDA

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

By: _____

Date: _____, 2024

Chief Procurement Officer
David Billingsley, CPSM, C.P.M.
Name, Typed or Printed

Date: _____, 2024

ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

Contractor

By: _____

Signature

CORPORATE SEAL

Name & Title, Typed or Printed

Name of Company, Corp., etc.

Mailing Address

City, State and Zip

STATE OF FLORIDA }

COUNTY OF _____ }

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ (name of person) as _____ (type of authority, (e.g., officer, trustee, attorney in fact, etc.)) for _____ (name of entity/party on behalf of whom instrument was executed).

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 _____

Attachment 1.
Human Trafficking Affidavit

Instruction: “Vendor”, defined as any person or nongovernmental entity seeking to engage in business with the Downtown Development Board (“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.
- 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 FOR THE HOLIDAYS
SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the “Agreement”) is entered into effective the _____ day of _____ and between the City of Orlando’s Downtown Development Board (DDB) and _____ (the “Sponsor”) related to the 2025 Downtown for the Holidays event.

WHEREAS, the DDB is conducting the Downtown for the Holidays event at Lake Eola Park during the month of December; and

WHEREAS, the Sponsor desires to identify itself as an official sponsor of the _____ portion of the Downtown for the Holidays event and receive sponsorship recognition rights as provided in this Agreement in exchange for the sponsorship payment described herein.

NOW, THEREFORE, in consideration of good and valuable consideration received and acknowledged to be adequate, DDB and Sponsor agree as follows:

1. Sponsorship Recognition and Deliverables.

- a. Non-Exclusive Sponsorship. Sponsor’s sponsorship of the _____ component of the Downtown for the Holidays event is non-exclusive. (If exclusive add the following sentences; The sponsorship is exclusive solely for the _____ portion of the Downtown for the Holidays event. The rest of the components as well as the overall Downtown for the Holidays event may have additional sponsors. Sponsor recognizes that the DDB, the Community Redevelopment Agency, and the City of Orlando are sponsors for all components as well as the overall Downtown for the Holidays event.)
- b. Sponsorship Recognition and Deliverables. In exchange for the Sponsorship Payment set forth in Section 2 below, DDB will provide the following recognition/deliverables _____ for _____ the sponsorship _____ (“Sponsorship Deliverables”).
<List to be included in each agreement based on sponsorship level and will list any deliverables specific to sponsor > No Sponsorship Deliverable may state or imply that DDB endorses a particular company, organization, or any other entity, or good or service, including Sponsor or Sponsor’s goods or services. Additionally, Sponsor will not have the right to display a message in Sponsorship Deliverables that contains a comparative or qualitative description of Sponsor’s goods or services, price information about Sponsor’s goods or services, or any other message that is a call to action related to Sponsor’s goods or services.
- c. Sponsorship Materials. Sponsor shall provide the DDB with all necessary materials for creation of the Sponsorship Deliverables, including Sponsor’s logo in _____ format. Sponsor acknowledges that if such materials are not submitted by _____ (date) _____, the promotional materials may not be guaranteed. (Pick which applies to).

- d. Sponsor Marks. Sponsor grants to DDB a non-transferrable, non-exclusive, non-sublicensable, revocable license to use, copy, and display the marks (“Sponsor Marks”) as provided to the DDB pursuant to section 1(c) above for the purposes set forth in this Agreement.

2. Sponsorship Payment. In consideration for the rights granted under this Agreement, Sponsor will pay to the DDB in the amount of _____. Such payment will be made in one installment by _____ (date-default is January 31, 2026) _____. Payment will be made payable to the Downtown Development Board and shall be delivered to: Molly Diaz, DDB Division Fiscal Manager, 400 South Orange Avenue, Orlando, Florida 32801. Failure to pay the Sponsorship Payment by the date specified will constitute a breach of this Agreement. In the event of such breach, DDB may exercise all legal rights and remedies and immediately suspend all future Sponsorship Recognition and Deliverables under this Agreement.

3. Indemnification. Sponsor will indemnify, defend and hold DDB and its employees, agents and appointed officials, harmless 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 Sponsor, its employees, officers, directors, or agents related to this Agreement; (2) claims by third parties of infringement or other violations of intellectual property rights arising out of Client’s use of Sponsor Marks in accordance with this Agreement; or (3) the mere existence of this Agreement itself.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

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, Downtown Development Board
Orlando City Hall
400 S. Orange Ave.
Orlando, Florida 32801

Sponsor: _____

10. Assignment. This Agreement, including the rights under it, may not be assigned or transferred by Sponsor, nor may DDB be required to provide Sponsorship Recognition of any entity other than Sponsor.

11. Term; Termination.

a. Term. The term of this Agreement shall commence upon execution by the last party and end on January 6, 2026, unless this Agreement is terminated earlier by the DDB pursuant to subsection (b) below.

b. DDB's Right to Terminate For Event Cancellation. DDB may immediately terminate this Agreement upon written notice to Sponsor should the DDB determine that the Downtown for the Holidays event is not occurring. In such instance, Sponsor shall be relieved of its obligation to make the Sponsorship Payment or be refunded such Sponsorship Payment if already paid to the DDB.

12. Counterparts. This Agreement may be executed in counterparts, each of which when executed and delivered will constitute an original of this Agreement, but all the counterparts will together constitute the same agreement, provided that each party has executed at least one counterpart.

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

signatures on next page

Sponsor

By: _____

Print Name: _____

Title: _____

Date: _____

Downtown Development Board

David Barilla

Executive Director

Date

OFFICIAL MEMO



TO: David Billingsley, Chief Procurement Officer

FROM: Kelly Allen, Marketing & Communications Manager, DDB+CRA

DATE: Tuesday, May 20, 2025

SUBJECT: Downtown for the Holidays – Downtown Orlando Partnership Sponsorship Solicitation

There is no more festive time of the year to experience downtown Orlando than the holiday season. All month long, the City of Orlando's Downtown Development Board (DDB) invites residents and visitors to Downtown for the Holidays for family-friendly holiday events and activities for all ages to enjoy, furthering the DDB's continued commitment to providing a wide variety of entertainment and festivities for everyone. In 2024, more than 1.4 million people visited Lake Eola Park for Downtown for the Holidays.

The DDB is seeking to enter into a negotiated agreement with the Downtown Orlando Partnership (DOP) to identify, solicit, and secure sponsorships for the 2025 Downtown for the Holidays event. In return for these services, DOP will receive 25% of the total gross sponsorship revenue secured (up to an estimated amount of \$30,625).

Under this agreement, DOP will:

- Identify potential sponsors for Downtown for the Holidays sponsorship packages.
- Actively solicit and secure financial sponsorships from corporate partners, local businesses, and organizations.

The DOP is uniquely qualified to perform this work due to its longstanding relationship with downtown businesses and those in the greater downtown area, proven fundraising capabilities, and a deep understanding of the local business community. As an organization solely dedicated to connecting and supporting businesses in downtown Orlando, DOP has a direct line to potential sponsors that other organizations simply do not. Their ability to leverage these relationships ensures more efficient and effective outreach, resulting in increased sponsorship revenue and stronger community buy-in for the event.

The DDB's ability to pursue a negotiated procurement with the DOP will streamline the sponsorship process, increase financial support for the event, and strengthen partnerships within the downtown business community. I appreciate your consideration; please contact me at 407.246.2036 or Kelly.Allen@downtownorlando.com with any additional questions.

Concurred by David Billingsley

DOWNTOWN DEVELOPMENT BOARD • COMMUNITY REDEVELOPMENT AGENCY

City Hall • 400 S. Orange Ave., 6th Floor • P.O. Box 4990 • Orlando, FL 32802-4990

p: 407.246.2555 • f: 407.246.3359

downtownorlandocom