



**DDB**

### **Meeting Notice**

Orlando City Hall, Veterans Conference Room, 2<sup>nd</sup> Floor at 3:00PM

Welcome,

We are glad you have joined us for the October 22, 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](http://orlando.gov/publiccomments), (2) email to [publiccomments@orlando.gov](mailto:publiccomments@orlando.gov), (3) mail to City Clerk, Public Comment 400 South Orange Avenue, Orlando, FL, 32801, or (4) drop off to the 1<sup>st</sup> 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. September 24, 2025, Downtown Development Board Meeting Minutes
4. Executive Director's Report – David Barilla, Executive Director
5. Public Comment
6. New Business
  - A. Marketing Agreement with Florida Citrus Sports Events, Inc. – Kelly Allen, Marketing and Communications Manager
  - B. ParkDTO Program Extension – Justin Eason, Assistant Director
7. Date of Next Meeting
8. Adjournment

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

---

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

**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** October 22, 2025

**Subject** Agenda items to be considered at the Downtown Development Board Meeting for October 22, 2025

**Approval of Minutes**

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the September 24, 2025, Downtown Development Board Meeting.

**Executive Director's Report**

*David Barilla, Executive Director*

**Public Comment****New Business**

**A. Marketing Agreement with Florida Citrus Sports Events, Inc**  
*Kelly Allen, Marketing and Communications Manager*

The Downtown Development Board (DDB) is seeking to enter into a marketing agreement with Florida Citrus Sports Events, Inc. (FCSE), a Florida not-for-profit corporation. This partnership supports the DDB's continued collaboration with FCSE and its affiliates - Florida Citrus Sports Association, Tangerine Sports Association, and Florida Citrus Sports Foundation - to promote downtown Orlando through major sporting and entertainment events.

As part of the agreement, the DDB will be recognized as an official sponsor of FCSE events, including the Battle of the Bands, the Florida Blue Florida Classic, and two postseason college bowl games: the Pop-Tarts Bowl and the Cheez-It Citrus Bowl. In return, FCSE will provide the DDB with a range of marketing and promotional benefits, such as digital and social media integration, "Know Before You Go" e-blast inclusions, LED ribbon board and videoboard features, and banner placement on event websites. These activations will highlight downtown Orlando as a destination for entertainment, dining, and cultural experiences to visiting fans and university communities. The total sponsorship amount is \$40,000, is to be paid in two installments of \$20,000 each, with the first payment to be made following the first two events and the second payment to be made following the two bowl games.

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**

Staff requests that the DDB approve the Agreement with FCSE 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.

**B. ParkDTO Program Extension**

*Justin Eason, Assistant Director*

The retention of small businesses is a key opportunity to ensure the success of the redevelopment within the Orlando Central City Neighborhood Development Area (Area). Additionally, with parking often noted as a barrier to people visiting downtown, there is a need to seek opportunities to improve parking accessibility and options for downtown patrons, including the use of innovative solutions.

The purpose of the Park DTO Program (Program) is to encourage the retention of downtown businesses by increasing consumer spending and visitation in the Area by improving parking accessibility by temporarily funding parking costs.

This revision of the Program would provide customers with up to 2 hours of parking paid for by the Downtown Development Board (DDB) at any metered on-street parking spots within the Downtown Development Board Area and allow for up to sixteen total uses per ParkMobile account since inception of the Program in 2022.

Upon creation of the Program the board initially approved \$100,000 in funding, an additional \$100,000 in Program funding in 2023, and \$25,000 in 2024. This action will provide an additional \$75,000 in funding. The Program shall end when the allocated funding is expended or on December 31st, 2026, whichever is sooner.

Staff requests that the Downtown Development Board approve the revised Park DTO Program to be effective as of December 1st, 2025 and authorize the Executive Director of the DDB to make expenditures under the Program in an amount not to exceed budgeted amounts, currently \$300,000 in total.

**Date of Next Meeting**

The next Downtown Development Board Meeting will be held Wednesday, November 19, 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.

## MARKETING AGREEMENT

**THIS AGREEMENT** (the “Agreement”) is made and entered into as of October 22, 2025 the (“Effective Date”) by and between the **DOWNTOWN DEVELOPMENT BOARD OF THE CITY OF ORLANDO**, (hereinafter referred to as “the DDB”), an agency 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 (the “Act”), with a principal address of 400 South Orange Avenue, Orlando, Florida 32801, and **FLORIDA CITRUS SPORTS EVENTS, INC.** (“hereinafter referred to as FCSE”), a not-for-profit Florida corporation, with a principal address of One Citrus Bowl Place, Orlando, Florida 32805-2576.

### 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 mission of the DDB is to strengthen the role of downtown Orlando (“DDB Area”) as the economic, governmental and cultural center of Central Florida; and

WHEREAS, receiving the exposure and favorable recognition derived through promotion, marketing, advertising, publicity, and association with four events (Florida Blue Florida Classic, Battle of the Bands, the Pop-Tarts Bowl, and the Cheez-It Citrus Bowl (hereinafter the “FCSE Events”)) of FCSE and its sister not-for-profit entities, Florida Citrus Sports Association, Inc., Tangerine Sports Association, Inc. and Florida Citrus Sports Foundation, Inc. (together, the “FCSE Affiliates”) and the charities they support, under the terms and conditions set forth herein will assist the DDB in achieving its mission; and

NOW, THEREFORE, for and in consideration of the mutual promises, agreements, payments and obligations more particularly described herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals.

The above recitals are true and correct and incorporated herein.

2. Term.

The term of this Agreement commenced as of the Effective Date and shall continue through March 1, 2026 ("Term").

3. FCSE Sponsor.

By virtue of this Agreement, DDB is hereby designated as a sponsor of the FCSE Events. The location and time of these events shall be designated by FCSE.

4. FCSE Marketing Services.

In consideration of the sum paid by City to FCSE as referenced in Paragraph 5 hereof, during the term hereof, FCSE shall provide, or cause to be provided to DDB, or in concert with DDB, will develop or feature, as applicable, the following:

i. **Battle of the Bands**

- (A) Integration of the Downtown Orlando logo and DDB Area Info across FCSE and event social/digital channels promoting Battle of the Bands at Kia Center taking place on 11/21/25. Minimum of two (2) posts.
- (B) Info sent to participating bands highlighting Downtown Orlando and various activities/things to do within the DDB Area (“DDB Area Info”).
- (C) Integration of the Downtown Orlando logo and DDB Area Info within one (1) Battle of the Bands “Know Before You Go” e-blast to all ticket purchasers.
- (D) One (1) :15 videoboard feature during Battle of the Bands highlighting Downtown Orlando.
- (E) Six (6) lower bowl Battle of the Bands tickets

ii. **Florida Blue Florida Classic**

- (A) Integration of the Downtown Orlando logo and DDB Area Info across FCSE and event social/digital channels promoting the Florida Blue Florida Classic game at Camping World Stadium on 11/22/25. Minimum of two (2) posts.
- (B) Integration of the Downtown Orlando logo and DDB Area Info within game manuals used by both Universities highlighting Downtown Orlando and various activities/things to do.
- (C) Integration of the Downtown Orlando logo and DDB Area Info within one (1) FBFC “Know Before You Go” e-blast to all ticket purchasers.
- (D) Two (2) minutes of LED ribbon board/videoboard exposure during FBFC game.
- (E) Year-round exposure with rotating banners across [floridaclassic.org](http://floridaclassic.org).
- (F) Six (6) lower bowl FBFC game tickets

iii. **Bowl Games (Pop-Tarts Bowl & Cheez-It Citrus Bowl)**

- (A) Integration of Downtown Orlando logo and DDB Area Info within bowl game manuals used by all four (4) Universities highlighting Downtown Orlando and various activities/things to do.
- (B) Integration of Downtown Orlando logo and DDB Area Info within one (1) "Know Before You Go" e-blast to all ticket purchasers for each game.
- (C) Integration of Downtown Orlando logo and DDB Area Info across social/digital channels promoting each bowl game. Minimum of two (2) posts.
- (D) Exposure with rotating banners across bowl websites.
- (E) Two (2) minutes of LED ribbon board/videoboard exposure during each game (total of 4 minutes)
- (F) One (1) videoboard feature during pre-game, highlighting Downtown Orlando (total of 2 features).
- (G) Six (6) lower bowl tickets to each bowl game (12 total tickets) to be held on December 27, 2025 and December 31, 2025.

5. Consideration:

In consideration of the FCSE Services detailed hereinabove in paragraph 4, DDB shall pay to FCSE the following:

- i. Battle of the Bands and Florida Blue Florida Classic: One payment of \$20,000.00 due within thirty days following the completion of both events and provision of the items set forth in 4 (i) and (ii) above and receipt of the relevant report described in Section 6 below and invoice from FBFC.
- ii. Pop-Tarts Bowl and Cheez-It Citrus Bowl: One payment of \$20,000.00 due within thirty days following the completion of both events and provision of the items set forth in 4 (iii) above and receipt of the relevant report described in Section 6 below and invoice from FBFC.

6. Post Event Reports. Within thirty (30) days of the ending time of the events contemplated in 4(i) and (ii) above, FCSE shall submit to the DDB's Division Fiscal Manager, a report showing evidence of completion of the items in 4 (i) and (ii) above. and any other documentation requested by the DDB. Additionally, within thirty (30) days of the ending time of the events contemplated in 4(iii) above, FCSE shall submit to the DDB's Division Fiscal Manager, a report showing evidence of completion of the items in 4 (iii) above. and any other documentation requested by the DDB.

7. Artwork, Copy, and Licensing

i. During the Term of this Agreement and in addition to other uses referenced in this Agreement, DDB hereby grants to FCSE a royalty-free license to use, on a non-exclusive, nontransferable basis, the identifying marks names, slogans and marks, whether registered or unregistered (such names, slogans and marks hereafter referred to as the “identifying marks”) of DDB in connection with FCSE’s sponsorship, marketing and promotional purposes related to the sponsorship and the Bowl Games. All uses of the identifying marks by FCSE must be approved by DDB in advance.

ii DDB acknowledges and agrees the title “FLORIDA CITRUS SPORTS” or variations thereof must be used conjunctively, i.e. not using the name “CITRUS” without the word “Florida”.

iii. DDB shall provide to FCSE all logos, artwork and other items reasonably requested by FCSE to fulfill the terms of this Agreement, the contents of which are subject to FCSE review and approval as necessary for tax reasons. Specifically, the logos, artwork and any other items to be included in banners, parades, programs or as otherwise provided in this Agreement must be limited to the use or acknowledgement of DDB’S’ name or logo and must not be written to constitute an endorsement by FCSE of DDB. The following may be included: (i) the name, address, location, telephone number, and internet address of DDB, (ii) the DDB logo and/or slogan, provided that if any qualitative or comparative descriptions are included, they must be an established part of DDB’ business identity, and (iii) value-neutral descriptions, including displays or visual depictions, of DDB products or services. Qualitative or comparative language, price information, coupons, discounts or other indications of savings or value other than as allowed above with respect to logos or slogans may not be used.

iv. DDB shall be responsible for the truth and accuracy of information, representations, reports, data, materials and releases furnished by DDB for use by FCSE, and FCSE shall be responsible for the truth and accuracy of information, representations, reports, data, materials and releases furnished by FCSE for use by DDB.

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

9. Books and Records. FCSE 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.

10. Insurance. FCSE shall maintain the following types of insurance during the term of this Agreement and shall provide evidence of such insurance within fourteen (14) days of the Effective Date and in any event prior to any of the FCSE Events set-up start time. Such insurance must name the City of Orlando and the DDB as additional insureds.

i. 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 Agreement, 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

ii. 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.

iii. 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 FCSE 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.

11. Indemnification. FCSE 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 FCSE, its employees, officers, directors, sub-recipients or agents related to this application or the provision of funding by the DDB (2) holding of the FCSE Events by the applicant or (3) the mere existence of this Agreement itself.

12. Time of Completion; Force Majeure. The parties understand and agree that time is of the essence in the performance of this Agreement. Neither party shall be liable for damages nor shall either party be entitled to a refund of any payments hereunder in the event that any of the FCSE Events contemplated in the Agreement is not played due directly or indirectly to fire, explosion, strike, freight embargo, act of God, or of the public enemy, war, civil disturbance, act of any government, or agency or official thereof, unusually severe weather, quarantine restrictions, epidemic, catastrophe, or circumstances beyond either party's reasonable control.

13. Termination for Default. The performance of Work under this Agreement 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 FCSE fails to perform the work, fails to perform the Work within the time specified in the Agreement, or fails to perform any other provisions of the Agreement.

14. 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.

15. Agency. FCSE 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.

16. 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.

17. No Liability or Monetary Remedy. FCSE 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 FCSE 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.

18. Relationship. This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between FCSE and the DDB. FCSE 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. FCSE further represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by FCSE as an inducement to entering into this Agreement.

19. 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.

20. 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.

21. 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.

22. Word Construction. All references in this Agreement to the singular shall be deemed to include the plural when the context so requires, and vice versa. References in the collective or conjunctive shall also include the disjunctive unless the context otherwise clearly requires a different interpretation.

23. 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:                   Downtown Development Board  
                          400 S. Orange Avenue, 6<sup>th</sup> floor  
                          Orlando, Florida 32801  
                          Attn: David Barilla, Executive Director

Copy to: City Attorney's Office  
400 S. Orange Avenue, 3<sup>rd</sup> floor  
Orlando, Florida 32801

FCSE: Florida Citrus Sports Events, Inc.  
One Citrus Bowl Place  
Orlando, Florida 32805-2451  
Attn: Steve Hogan, CEO

Copy to: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
215 North Eola Avenue  
Orlando, Florida 32801  
Attn: Richard J. Fildes, Esq.

24. Assignment. FCSE 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.

25. Warranty of Signing Representative. The representatives signing this Agreement of behalf of FCSE and DDB each represent and warrant that he or she has been duly authorized to execute and deliver this Agreement and that upon execution and delivery hereof by all parties hereto, this Agreement will be binding and enforceable in accordance with its terms against such party for whom such representative has signed.

26. No Material Interest. FCSE certifies that no officer or employee of the DDB, nor their spouse or child, serves as an officer, partner, director or proprietor of, no has a material interest in FCSE.

27. Human Trafficking Affidavit. FCSE hereby represents, warrants, and certifies that FCSE does not use coercion for labor or services as defines in Section 787.06 Florida Statutes and that FCSE has provided the Human Trafficking Affidavit attached hereto as Exhibit "A".

28. **Public Records.** If FCSE has questions regarding the application of Chapter 119, Florida Statutes, to FCSE's duty to provide public records relating to this Agreement, contact the City Clerk or the City's records and archives manager at [records@cityoforlando.gov](mailto:records@cityoforlando.gov), telephone number (407) 246-214, 400 S. Orange Avenue, Orlando, Florida, 32801.

29. E-Verify. 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 FCSE, and any subcontractors thereof, register with and use the E-Verify system to verify the work authorization status of all new employees.

30. Scrutinized Company Prohibition. FCSE 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. The DDB may terminate the Agreement if FCSE is found to have submitted a false certification pursuant to this sub-section, is placed on any of these lists by the State of Florida, or engages in business operations in Cuba or Syria.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the date and year indicated below.

**FLORIDA CITRUS SPORTS EVENTS, INC.,** a Florida not-for-profit corporation

By: \_\_\_\_\_

Name: Steve Hogan

Title: Chief Executive Officer

Date: \_\_\_\_\_

“FSCE”

**DOWNTOWN DEVELOPMENT BOARD**

By: \_\_\_\_\_

Name: David Billingsley

Title: Chief Procurement Officer

Date: \_\_\_\_\_

“DDB”

**Exhibit "A"**  
**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: \_\_\_\_\_