



DDB

Meeting Notice

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

Welcome,

We are glad you have joined us for the September 24, 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. August 27, 2025, Downtown Development Board Meeting Minutes
4. Executive Director's Report – David Barilla, Executive Director
5. Public Comment
6. New Business
 - A. Downtown Orlando Inc.,(DOP) & Downtown for the Holidays: Holiday Sponsorship Contract Amendment – Kelly Allen, Marketing and Communications Manager
 - B. 2025-2026 Downtown Orlando, Inc., (DOP) Funding Agreement – Kelly Allen, Marketing and Communications Manager
 - C. Funding Agreement with Dr. Phillips Center for the Performing Arts, Inc. – David Barilla, Executive Director
7. Date of Next Meeting
8. Adjournment

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

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 Kimberly Stewart, Chair
Rachel Moalli, Vice Chair
Steve Garrity
Jason Chin
Dr. Robert M. Spooner

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

Date September 24, 2025

Subject Agenda items to be considered at the Downtown Development Board Meeting for September 24, 2025

Approval of Minutes

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the August 27, 2025, Downtown Development Board Meeting.

Executive Director's Report

David Barilla, Executive Director

Public Comment**New Business**

A. Downtown Orlando Inc., (DOP) & Downtown for the Holidays: Holiday Sponsorship Contract Amendment

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.

In May 2025, the DDB entered into a contract ("Contract") with Downtown Orlando, Inc. d/b/a Downtown Orlando Partnership (DOP) to solicit and secure sponsorships for the Downtown for the Holidays event. In return, DOP was to receive 25% of the total gross sponsorship revenue received.

Rather than multiple individual activity sponsorships, the DOP has secured a presenting sponsor for the entire event at \$300,000, exceeding the original anticipated sponsorship revenue amount of \$122,500 specified in the Contract. The DDB is seeking to amend the contract to acknowledge the increase sponsorship revenue and to establish DOP's compensation at 20% of the net sponsorship revenue received under the Contract, expected to be \$45,000.

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 Amendment One to Contract with the Downtown Orlando Partnership, subject to the review and approval of the City Attorney's Office and authorize the execution of the Amendment by the Chief Procurement Officer.

B. 2025-2026 Downtown Orlando, Inc., (DOP) Funding Agreement

Kelly Allen, Marketing and Communications Manager

The Downtown Orlando Inc., d/b/a Downtown Orlando Partnership (DOP) is a 501c (6) founded in 1961 and comprised of more than 200 corporate members. Their mission is to enhance business and community relationships through collaborative events and initiatives.

The agreement between the Downtown Development Board (DDB) and the DOP provides funding to DOP for activities related to the support and enhancement of downtown businesses, including business to business events, programming, and the production of two large-scale events, Chow on Church and DDB and DOP's Downtown Employee Appreciation Week. Additionally, this agreement supports funding for marketing and communications initiatives as contemplated in the Agreement and approved by the DDB Executive Director in accordance with the terms thereof.

The Funding Agreement between the DDB and the DOP also includes benchmarks for the District to meet including, but not limited to, maintaining an office in the Area, hosting events, offering Angel memberships for developing downtown businesses, sponsored or affordable membership opportunities to Parramore businesses, as well as conducting Connect DTO.

Staff requests that the DDB approve the Funding Agreement between the DDB and Downtown Orlando, Inc. in the not to exceed amount of \$225,000 for FY 2025-2026, subject to review and approval by the City Attorney's Office and authorize the execution of the Agreement by the Chair and the Executive Director.

C. Funding Agreement with Dr. Phillips Center for the Performing Arts, Inc.

David Barilla, Executive Director

The Downtown Development Board (DDB) and the Dr. Phillips Center for the Performing Arts, Inc. are partnering to present the "Front Yard Holiday Festival," a month-long series of free outdoor events on the Seneff Arts Plaza. Running from December 4, 2025, through January 4, 2026, Tuesdays through Sundays, the festival will feature at least 80 free performances by local musicians and artists over 28 nights.

Anticipating over 300,000 attendees, with 7,000 to 10,000 people daily, the festival aims to promote the City of Orlando by offering a festive atmosphere complete with themed holiday food, beverages, and family-friendly games. This funding supports the DDB's goals of enhancing public spaces, diversifying events, and fostering the growth of arts and culture in the downtown area.

The DDB will provide up to \$200,000 for the 2025 festival. Subject to satisfactory completion of the 2025 festival as evidenced in the Post Event Summary Report, the DDB will also contribute \$100,000 per year for each of the 2026, 2027, and 2028 festivals.

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 Funding Agreement with Dr. Phillips Center Inc. for the operation of the Front Yard Holiday Festival in the not to exceed amount \$200,000 for the 2025 Festival, and contingent upon a satisfactory completion of the prior year festival, it approve \$100,000 per year for the 2026 Festival, 2027 Festival, and 2028 Festival subject to the availability of funding, and subject to review and approval by the City Attorney's Office, and authorize the execution of the Agreement by the Chair and Executive Director.

Date of Next Meeting

The next Downtown Development Board Meeting will be held Wednesday, October 22, 2025, at 3:00 p.m. in Veterans Conference Room.

Adjournment

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

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

AMENDMENT ONE TO CONTRACT

THIS AMENDMENT (“Amendment”) to 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".

W I T N E S S E T H:

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

WHEREAS, 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 Amendment have been procured by the City’s Chief Procurement Officer on DDB’s behalf;

WHEREAS, the parties entered into a contract effective July 2, 2025 (“Contract”) pursuant to which the Contractor is to provide its services for the identification and acquisition of sponsors for the DDB’s annual downtown holiday events; and

WHEREAS, the DDB and Contractor desire to enter into this Amendment to the Contract to revise the Contractor’s scope of services and compensation in response to changes of circumstances regarding available sponsorships, and revise certain other terms of the Contract, as more particularly set forth below; and

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. TERM

The Term of the Contract shall remain as stated in the original Contract.

II. SCOPE

The Contractor’s Work shall be modified to permit full satisfaction of Contractor’s obligations with regard to performance of the scope of Work by securing a single “Presenting Sponsor” providing a total net sponsorship revenue commitment of not less than \$225,000.00 – in the case of AdventHealth, representing a \$300,000.00 commitment less a \$75,000.00

credit for its prior sponsorship of the 2024 holiday drone show.

III. COMPENSATION FOR REVISED SCOPE

In the event Contractor satisfies the Contract by acquiring a Presenting Sponsor as aforesaid, Contractor shall be entitled to receive compensation equal to twenty percent (20%) of the total net sponsorship revenue from the Presenting Sponsor, presently anticipated to be \$225,000.00. Contractor's compensation shall be payable as a percentage of each installment payment of the net sponsor revenue received from the Presenting Sponsor, due upon receipt of each respective installment. This compensation shall substitute for any other compensation otherwise due under the Contract, and no compensation other than Contractor's share of the Presenting Sponsor net sponsorship revenue shall otherwise be due.

In all other respects, and except as specifically modified and amended herein, the Contract shall continue in full force and effect as written and the parties hereto agree to be bound thereby.

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

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF ORLANDO, FLORIDA

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

By: _____
Chief Procurement Officer, City of Orlando

Date: _____, 2025

DAVID BILLINGSLEY, CPSM, C.P.M.
Name, Typed or Printed

Date: _____, 2025

ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

CONTRACTOR

By: _____
Signature

Name & Title, Typed or Printed

CORPORATE SEAL

Name of Company, Corp., etc.

Mailing Address

City, State and Zip

Area Code/Telephone Number

Email Address

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 _____

**DOWNTOWN ORLANDO, INC. / CITY OF ORLANDO DOWNTOWN
DEVELOPMENT BOARD FUNDING AGREEMENT**

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

W I T N E S S E T H:

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

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

WHEREAS, DOP has established five strategic priorities of arts, sports and entertainment, technology, lodging and dining, real estate and development, and quality of life, and such strategic priorities align with the priorities set forth in the Redevelopment Plan; and

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

WHEREAS, the DDB desires to have DOP assist the DDB in fulfilling its goal of supporting a variety of events and opportunities within the DDB area by producing and conducting certain events and activities as well as marketing downtown activities and businesses as contemplated by this Agreement; and

WHEREAS, the DDB finds and declares it is in the public’s best interest to assist DOP by providing funding to the DOP in the amount of up to two hundred and twenty five thousand dollars (\$225,000.00) contingent upon the DOP meeting the performance standards set forth in Exhibit “B” attached hereto, and incorporated herein, by reference.

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

- 1) Incorporation of Premises: The preamble of this Agreement set forth above is true and correct and is incorporated herein as if fully set out below. All exhibits to this Agreement are hereby deemed a part hereof.

- 2) Term: The term of this Agreement shall commence on October 1, 2025, and shall, unless sooner terminated as provided herein, automatically terminate on September 30, 2026.
- 3) Obligations of DOP: DOP shall conduct on-going business to business events on a regular basis as well as two large scale community events, (Chow on Church and Downtown Development Board's and Downtown Orlando Partnership's Downtown Employee Appreciation Week with specific event details to be coordinated with the DDB) within the DDB Area (when referred to separately "Event" or collectively "Events"). The two large scale community events shall be coordinated in conjunction with the DDB, with DOP providing the DDB's Executive Director with a proposed Event plan at least ninety (90) days prior to such Event for his written approval.

Additionally, DOP shall implement marketing and communication initiatives generally described on Exhibit "A" hereto, attached and incorporated herein by this reference. The Passport program referenced therein shall have a minimum of four (4) events conducted as a part of the program. Each specific marketing or communication initiative must be approved in advance in writing by the DDB Executive Director, with DOP providing the DDB Executive Director with a proposed plan, showing all proposed costs and deliverables, at least thirty (30) days prior to proposed implementation. DOP shall use the Funds provided by the DDB pursuant to section 4 below only for the purposes described in this Agreement, including the exhibits attached hereto. DOP shall remain in compliance with the performance standards set forth in Exhibit "B" at all times during the Term of this Agreement.

4) DDB's Obligations:

- a) Subject to the DOP's compliance with the terms herein, the DDB shall provide funding for Event related costs on a reimbursement basis in the amount of up to One Hundred Fifty Thousand Dollars (\$150,000.00) (the "Event Funds") to be paid pursuant to the terms and conditions set forth herein. Payments will be made directly to the DOP upon invoice by DOP within thirty (30) days of the DDB's acceptance of all required documentation including the applicable Post Event summary report required in Section 5 below. Additionally, subject to the DOP's compliance with the terms herein, the DDB shall provide funding for approved marketing and communication initiatives up to a total not to exceed amount of Seventy Five Thousand Dollars (\$75,000.00) (the "Marketing Funds") to be paid upon invoice by DOP within thirty (30) days following approval of the initiative by the DDB's Executive Director as required by section 3 above. Event Funds and Marketing Funds are collectively referred to as "Funds".
- b) The DDB's obligation to make any payment under this Agreement is expressly contingent upon the DOP's compliance at all times with the performance standards outlined in Exhibit "B". Provided the DDB has determined that the DOP has complied with the terms and conditions of this Agreement, including compliance with the performance standards in Exhibit "B", the DDB shall make the appropriate payments as provided in subsection c below.

- c) All payments of Event Funds shall be paid by the DDB to DOP on a reimbursement basis, each within thirty (30) days of the DDB's receipt of a written invoice from DOP evidencing expenses for the Event and payment of the costs therefore. For an Event expense which requires a deposit or up-front payment and exceeds ten thousand dollars (\$10,000), DOP may request such payment in advance and the DDB's Executive Director, in his sole discretion, may approve or deny such payment in advance rather than on a reimbursement basis.
- d) DOP expressly understands that the total amount to be paid by the DDB under this Agreement shall not exceed two hundred and twenty five thousand dollars (\$225,000.00).

5) Reporting:

a) Progress Report:

Prior to August 1, 2026, the DOP shall submit a report containing an evaluation of the DOP's programs and demonstrated compliance with the Performance Standards set forth on Exhibit "B" for the period from October 1, 2025 through July 15, 2026.

b) Post Event Reports:

Within sixty (60) days of the ending time of each event for which funding is approved under section (3) hereof, DOP shall submit to the DDB's Division Fiscal Manager, an Event Summary Report in substantially the form attached hereto as Exhibit "C", which describes the event, number of attendees, participating downtown businesses, and other pertinent information. When submitting the Event Summary Report, DOP must include all required documentation, including an invoice, receipts showing payments made for Event costs for which reimbursement is being requested, and any other documentation requested by the DDB.

c) Marketing Summary Report:

Within sixty (60) days of the completion of each marketing or communication initiative for which funding is approved under section (3) hereof, DOP shall submit to the DDB's Marketing & Communications Manager, a Marketing Summary Report in substantially the form attached hereto as Exhibit "D", which describes the initiative and provides metrics regarding the success or reach of the initiative.

d) Report Submittals:

The reports should be sent by regular mail to the Downtown Development Board, Attn: Executive Director, 400 South Orange Avenue, 6th floor, Orlando, Florida 32801 and progress and post event reports emailed to orafiscal@orlando.gov, the Division Fiscal Manager for DDB and the marketing summary reports emailed to kelly.allen@downtownorlando.com, the DDB's Marketing & Communications Manager. Moreover, the reports shall be consistent with the programs and services described in

Exhibit “B”. Failure to comply with the requirement for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of the DOP to receive the Funds from the DDB.

6) Books and Records/Audit:

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

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

8) Termination:

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

that any unused Funds previously paid to DOP shall be applied to such reimbursement, and any unused Funds thereafter shall be returned to the DDB.

- 9) Indemnification: DOP agrees to indemnify, defend and hold harmless the DDB, City, their employees, agents and elected and appointed officials, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with any or all of the following: (1) the acts or omissions of DOP, its employees, officers, directors, or agents related to this Agreement, (2) the operation of DOP's Downtown facility, or (3) the mere existence of this Agreement itself.
- 10) Insurance: DOP shall have in force during the Term of this Agreement the insurance coverage listed below. DOP will provide valid Certificates of Insurance to the DDB, within ten (10) days of the effective date of this Agreement to verify such coverage. For Commercial General Liability and Commercial Automobile Coverage, the insurance coverage shall contain a provision that any company issuing an insurance policy for the Services shall provide not less than thirty (30) days advance written notice to the DDB prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, DOP shall immediately provide written notice to the DDB upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. All insurance coverages furnished except workers' compensation and employers' liability shall include the City and DDB and their officers, elected officials, and employees as additional insured with respect to the provision of the programs described in Exhibit "A". The City and DDB shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies. DOP shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City and DDB and their officers, elected officials, agents and employees.
 - a) Commercial General Liability – DOP will provide and maintain a commercial general liability policy ("occurrence" type policy) with limits of not less than \$1,000,000 Combined Single Limit (CSL) each occurrence bodily injury and property damage, or its equivalent.
 - b) Commercial Automobile Liability -- DOP will provide coverage for all owned, non-owned and hired vehicles for limits of not less than \$1,000,000 Combined Single Limit (CSL) each occurrence bodily injury and property damage, or its equivalent.
 - c) Workers' Compensation and Employer's Liability -- DOP will provide full and complete Workers' Compensation coverage as required by Florida state law, as well as Employer's Liability coverage of not less than \$100,000 each occurrence.

- 11) Force Majeure: The parties shall use reasonable diligence to ultimately fulfill the intent of this agreement but shall not be liable to each other, or their successors or assigns, for damages, costs, attorney's fees (including costs or attorney's fees on appeal) for breach of contract, or otherwise for failure, suspension, diminution, or other variations of services occasioned by any cause beyond the control and without the fault of the parties. Such causes may include but shall not be limited to, Acts of God, or of the public enemy, acts of other government (including regulatory entities or court) in its sovereign or prior contractual capacity, fires, floods, epidemics, quarantines, restrictions, strikes, or failure or breakdown of transmission or other facilities.
- 12) Nonassignability: DOP may not assign its rights hereunder without the prior written consent of the DDB, which assignment may be agreed to, denied, or conditioned in part or in whole as DDB deems appropriate in its sole discretion. A successor agency does not automatically have any rights to the Funds disbursed under this Agreement by its position as a successor. A successor agency must receive prior approval from the DDB before it can receive Funds. Failure to comply with this section may result in immediate termination of this Agreement.
- 13) 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.
- 14) Miscellaneous:
- a) DOP 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) DOP warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin or marital status.
 - c) This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Amendment to or waivers of the provisions herein shall be made by the parties in writing.

- d) This Agreement is solely for the benefit of the parties signing hereto and no right, nor any cause of action shall accrue to or for the benefit of any third party.
 - e) If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed and independent provision and such holding shall not affect the validity of the remaining portion hereto.
 - f) It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partner or joint ventures' between the parties hereto or as constituting DOP as the agent or representative of the City for any purpose or in any manner whatsoever.
 - g) Additionally, DOP 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 DOP.
- 15) Notices: Any notices required or allowed herein under shall be in writing and given by certified mail, return receipt requested, or in person with proof of delivery to the addresses below or such other addresses either party shall have specified by written letters to the other party delivered in accordance herewith:

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

AND

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

DOP: Executive Director
 333 South Garland Avenue, 13th floor
 Orlando, FL 32801

- 16) Human Trafficking Affidavit. This Agreement is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and DOP hereby represents, warrants, and certifies that DOP does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that DOP has provided the Human Trafficking Affidavit attached hereto as Attachment "E".
- 17) No Material Interest. DOP 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 DOP.

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

Signatures on following pages

DOWNTOWN ORLANDO, INC.

By _____

WITNESSES:

(1) _____

(2) _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

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

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

(Affix Notary Stamp or Seal Above)

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

DOWNTOWN DEVELOPMENT BOARD

By: _____
Chair

ATTEST:

David Barilla
Executive Director

STATE OF FLORIDA
COUNTY OF ORANGE

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

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

(Affix Notary Stamp or Seal Above)

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

_____, 2025.

Assistant City Attorney

Exhibit “A”

DOP 2025-2026 Scope of Work – Downtown Orlando Passport Program (via Proxi) \$40,000

- **Program Development**
 - Define program goals: increase foot traffic, promote downtown businesses, enhance community engagement.
 - Identify participating businesses (restaurants and retail).
 - Establish incentive structure (rewards, discounts, prizes).
 - Determine length and frequency of passport program with DDB.
- **Platform Setup (Proxi) - Q4 2025**
 - Create a branded Proxi interactive map customized for Downtown Orlando.
 - Add participating business locations with descriptions, photos, offers, and links.
 - Configure digital passport check-in or code redemption functionality.
- **Business Outreach & Onboarding (2 months before launch)**
 - Develop invitation materials and onboarding instructions for participating businesses.
 - Collect and upload business information, logos, and special offers.
 - Provide technical support and branding guidelines for consistency.
- **Marketing & Promotion (1 Month+ before launch in January 2026)**
 - Launch marketing campaign (social media, DOP website, newsletters, press release).
 - Create promotional graphics and flyers for participating businesses.
 - Coordinate launch event or kick-off promotion.
- **Program Management**
 - Monitor engagement and track participation through Proxi analytics.
 - Maintain updated business listings and special offers.
 - Provide ongoing support to businesses and troubleshoot user issues.
 - Secure giveaways and prizes to be distributed to participants.
- **Evaluation & Reporting**
 - Collect user data and feedback to measure success.
 - Share performance reports with DDB and participating businesses.
 - Recommend program enhancements and scalability options (e.g., seasonal passports, themed routes).

Category	Budget Allocation	% of Total	Notes
DTO Passport Program	\$40,000	53%	• Interactive Digital Passport: A Proxi-powered map that highlights downtown businesses with check-ins, offers, and rewards to encourage exploration. • Business Engagement • Community Activation
Social Media Strategy & Management (B2B & Consumer facing)	\$18,000	24%	Includes content planning, design, copywriting, for social media content (posting an average of once a month)
Influencer Marketing (Consumer-facing)	\$7,000	9%	Hire 8 local influencers to promote the downtown passport program, featuring specific businesses and offers; and promoting the destination and DDB's initiatives.
Contests & Giveaways (Consumer-facing)	\$5,000	7%	Gift cards, experiences, or event packages that support the passport program; and social media giveaways/contests
Contingency	\$5,000	7%	Buffer for ad boosts, analytics tools, or reallocating toward high-performing tactics.
Total	\$75,000	100%	

Exhibit “B”

Performance Benchmarks

- DOP will enhance business and community relationships through collaborative events and initiatives that seek to achieve the vision of making downtown Orlando the premier destination of choice for business & community relationships.
- DOP will maintain an office presence in the downtown development area and consistent office hours of at least 8am to 5pm, Monday through Friday.
- DOP will recognize DDB at the highest membership level, Chairman’s Circle (\$10,000)
- DOP will host networking events (at least 10 for year).
- DOP will host major events per strategic priority (Arts, Sport & Entertainment, Innovation & Technology, Lodging & Dining, Real Estate & Development, Quality of Life).
- DOP will assist in promoting the downtown Main Street Districts, City/DDB sponsored events, Downtown Arts District, and other related downtown organizations and events.
- DOP will offer affordable and/or sponsored membership opportunities to Parramore businesses.
- DOP will host quarterly Downtown Business Forums.
- DOP will provide the DDB with opportunities to participate in all of the DOP hosted events listed above and recognize the DDB as sponsors of the events and display the DDB logo on all event related marketing materials, including spotlights in social media and newsletters.
- DOP will provide complimentary admission for two DDB/CRA/City staff members to attend the ConnectDTO class.
- DOP will provide DDB with a minimum of four (4) tickets to each DOP event for DDB/City staff to attend the event as part of the DDB staff’s role in oversight of downtown activities and events.
- DOP will grant 20 Angel Memberships to aspiring or developing downtown businesses, providing them with a complimentary one-year DOP Connect membership at no charge.
- DOP will provide 20 annual matched Angel Memberships to DDB to be utilized for new or underrepresented downtown businesses.

- DOP will allow one DDB staff member to attend all DOP Board meetings and provide comment and input.
- For Chow On Church, DOP will provide DDB:
 - Recognition as Presenting Sponsor
 - Opportunity for DDB to speak
 - Premier logo with website link placement on event website
 - Premium logo placement on event marketing
 - Opportunity to provide marketing collateral to guests
 - Full page ad in digital program
 - Activity participation at Event at no additional cost (i.e. boat entry)
 - Logo on event screens and/or event signage
 - Venue and beneficiary selection approval
- For DDB and DOP's Downtown Employee Appreciation Week, DOP will provide DDB:
 - Recognition as Presenting Sponsor
 - Opportunity for DDB to speak, as appropriate
 - Premier logo with website link placement on event website
 - Premier logo placement on event marketing
 - Opportunity to provide marketing collateral to guests
 - Logo on event screens and/or event signage
 - Venue selection approval

Exhibit “C”

DOP FY25/26 Funding Agreement Benchmarks Report

Term: October 1, 2025 to July 15, 2026

Submitted by:

Date Submitted:

Program Benchmarks:

- DOP will enhance business and community relationships through collaborative events and initiatives that seek to achieve the vision of making downtown Orlando the premier destination of choice for business & community relationships.
 - How was this achieved/details:
- DOP will maintain an office presence in the downtown development area and consistent office hours of at least 8am to 5pm, Monday through Friday.
 - How was this achieved/details:
- DOP will recognize DDB at the highest membership level, Chairman’s Circle (\$10,000)
- DOP will host networking events (at least 10 for the year).
 - How was this achieved/details:
- DOP will host major events per strategic priority (Arts, Sport & Entertainment, Innovation & Technology, Lodging & Dining, Real Estate & Development, Quality of Life).
 - How was this achieved/details:
- DOP will assist in promoting the downtown Main Street Districts, City/DDB sponsored events, Downtown Arts District, and other related downtown organizations and events.
 - How was this achieved/details:
- DOP will offer affordable and/or sponsored membership opportunities to Parramore businesses.
 - How was this achieved/details:
- DOP will host quarterly Downtown Business Forums.
 - How was this achieved/details:

- DOP will provide the DDB with opportunities to participate in all of the DOP hosted events listed above and recognized the DDB as sponsors of the events and displayed the DDB logo on all event related marketing materials, including spotlights in social media and newsletters.
 - How was this achieved/details:
- DOP will provide complimentary admission for two DDB/CRA/City staff members to attend the ConnectDTO class.
- DOP will provide DDB with a minimum of four (4) tickets to each DOP event for DDB staff to attend the event as part of the DDB staff's role in oversight of downtown activities and events.
- DOP will grant 20 Angel Memberships to aspiring or developing downtown businesses, providing them with a complimentary one-year DOP Connect membership at no charge.
- DOP will provide 20 annual matched Angel Memberships to DDB to be utilized for new or underrepresented downtown businesses.
- DOP will allow one DDB staff member to attend all DOP Board meetings and provide comment and input.
- For Chow on Church, DOP will provide DDB:
 - Recognition as Presenting Sponsor
 - Opportunity for DDB to speak
 - Premier logo with website link placement on event website
 - Premium logo placement on event marketing
 - Opportunity to provide marketing collateral to guests
 - Full page ad in digital program
 - Logo on event screens and/or event signage
 - Activity participation at Event at no additional cost (i.e. boat entry)
 - Premier logo with website link placement on event website
 - Venue and beneficiary selection approval
 - After Chow On Church, a full Event Summary Report will need to be submitted to DDB staff.

- For DDB and DOP's Downtown Employee Appreciation Week, DOP will provide DDB:
 - Recognition as Presenting Sponsor
 - Opportunity for DDB to speak, as appropriate
 - Premier logo with website link placement on event website
 - Premier logo placement on event marketing
 - Opportunity to provide marketing collateral to guests
 - Logo on event screens and/or event signage
 - Venue selection approval
- After DDB and DOP's Downtown Employee Appreciation Week, a full Event Summary Report will need to be submitted to DDB staff.
- Following all other Events, DOP will provide an Event Summary Report in the form set forth in Exhibit C.
- Following all marketing/communication initiatives, DOP will submit a Marketing Summary Report in the form set forth in Exhibit D..

Exhibit "C"
DOP
EVENT SUMMARY REPORT

Date Submitted _____

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

Title of Event _____

Event Summary Prepared by _____ Email _____

Date of event _____ Location _____

Day of the week _____ Beginning time _____ Ending time _____

Expected Attendance _____ Actual Attendance _____

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

Written Synopsis of the Event _____

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

Please indicate how the conditions to funding stated in the DOP FY24 Funding Agreement with the DDB were met and submit examples of how the Logo was used on marketing materials for the Event.

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

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

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

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

Signed _____ Date _____
(Signature required)

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

City of Orlando Downtown Development Board

Attn: Tiffany Stephens

400 S. Orange Avenue

6th Floor

Orlando, FL 32801

Phone: (407) 246-2608

E-mail: TIFFANY.STEPHENS@downtownorlando.com

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

Exhibit "D"
DOP
Marketing Summary Report

MARKET SUMMARY REPORT MUST BE LEGIBLE AND FILLED OUT COMPLETELY. IT MUST BE SUBMITTED WITHIN 60 DAYS OF THE COMPLETION OF EACH MARKETING OR COMMUNICATION INITIATIVE. PLEASE E-MAIL YOUR COMPLETED FORM AND BACK-UP DOCUMENTATION TO THE DDB's Marketing & Communications Manager, kelly.allen@downtownorlando.com.

Marketing or Communication Initiative:

Marketing Report Summary Prepared by: _____

Email: _____

Start of initiative: _____

End of initiative: _____

Please attach a detailed description of the initiative.

Please attached a detailed performance overview of the initiative to include (where applicable), but not limited to: digital advertising performance (clicks, click thru rate, impressions, reach, conversions, cost per click); social media advertising (ad reach, clicks, click thru rate, demographics, impressions, top performers, cost per click); social media posts (accounts reached, accounts engaged, saved posts, shared posts); Google ads (clicks, impressions, click thru rate, keywords used, most shown ads); geo-fencing; foot traffic; media coverage. Specific to the gift card program, the report should also include number of participating businesses, gift card purchases, conversions (gift card was used), and time frame (from the time the gift card is purchased to the time it's used).

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