



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 25, 2024 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 28, 2024 – Downtown Development Board Meeting
4. Executive Director’s Report – David Barilla, Executive Director
5. Public Comment
6. New Business
 - a. Brightline Holiday Advertising Agreement – Kelly Allen, Marketing and Communications Manager
7. Date of Next Meeting
8. Adjournment

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

MEMORANDUM

TO: Eugene Jones, Chairman
Kimberly Stewart, Vice Chair
Rachel Moalli
Steve Garrity

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

DATE: September 25, 2024

SUBJECT: Agenda items to be considered at the Downtown Development Board Meeting for September 25, 2024.

Approval of Minutes:

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the August 28, 2024 Downtown Development Board Meeting.

Public Comment:**New Business:**

a. **Brightline Holiday Advertising 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 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 Downtown Development Board is seeking to once again purchase advertising on Brightline during the holiday season. Advertising will be displayed at the Orlando station as well as Ft. Lauderdale and Miami and will run from December 2-22, 2024. This package offers a full dominate package at the Orlando station and 59 screens at Ft. Lauderdale and Miami allowing for adequate exposure of the holidays at these stations.

Staff requests that the DDB approve the Agreement with Outfront Media 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.

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DDB

Date of Next Meeting:

- a. The next Downtown Development Board Meeting will be held Wednesday, October 23, 2024 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.

ADVERTISER AGREEMENT



CONTRACT NO.: **3966146**

DATE: 09/11/24

OUTFRONTmedia
635 W. Michigan Street
Orlando, FL 32805
(407) 975-0202
(407) 975-0217

ADVERTISER: City of Orlando
BRAND: City of Orlando
CAMPAIGN: Brightline Stations Holiday 2024

CLIENT SUPPLIES PRODUCTION: Yes
ACCOUNT EXECUTIVE: Ellen Rockey (R89)

Copy must meet Production specifications and be received 10 working days prior to each advertising period.
THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREUNDER IS SUBJECT TO THE APPROVAL OF OUTFRONT MEDIA'S MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE

Advertiser Bill-To# 1093513
City of Orlando
Downtown Orlando Devel. Board
400 South Orange Avenue
P.O. Box 4990
Orlando, FL 32802-4990
407-246-2036
Attn: Kelly Allen

Subject to the terms of the Production Information Addendum Page and the OUTFRONT Media Terms and Conditions of Advertising Service each attached hereto and made a part hereof, the advertiser and/or agency listed on this page (collectively, "Advertiser") hereby contracts with Outfront Media LLC ("Company") for the display of advertising copy ("Copy") on the advertising display(s) described below, commencing approximately on the commencement date of the Advertising Period listed below and delivered in accordance with and subject to Company's Specifications for Inventory and Packages located at www.outfrontmedia.com/resources/posting-standards (the "Inventory Specifications"). Advertiser shall provide the Copy in the form and type and within the timeframe specified by Company, including sufficient overage Copy and posting instructions.
See Production Information Addendum page for shipping quantities and addresses for static copy. For further specifications regarding the inventory and packages purchased under this Contract, see the asset descriptions at www.outfrontmedia.com/resources/posting-standards.

Market	Media/Location(s)	Configured Spots***	Size	GRP/IMP 18+	Units	Advertising Period	No. of Periods	*	Period Cost
Orlando	Liveboards/Brightline ORL Station	VAR		SPECIAL	1	12/02/24-12/22/24	.75	4W	\$7,998.67
Miami/Ft Lauderdale Brightline	Liveboards Station Network/Ft. Lauderdale/ACTIVATE	VAR	50" & 65" Portr	:15/SPOT	1	12/02/24-12/22/24	.75	4W	\$3,000.00
Miami/Ft Lauderdale Brightline	Liveboards Station Network/Miami/ACTIVATE	VAR	50" & 65" Portr	:15/SPOT	1	12/02/24-12/22/24	.75	4W	\$5,000.00

Customer Ref# _____ Net Agreement Total: \$11,999.00
 Special Instructions: Orlando Station Dominate Package, Miami & Ft Lauderdale Activate Station Packages run :15 Sec spots
 Special Discount Package rate applied

THIS AGREEMENT IS NON-CANCELABLE BY ADVERTISER EXCEPT AS SET FORTH IN THE TERMS AND CONDITIONS ATTACHED HERETO. THIS CONTRACT CONSISTS OF THIS PAGE, THE INVENTORY SPECIFICATIONS LOCATED AT WWW.OUTFRONTMEDIA.COM/RESOURCES/POSTING-STANDARDS, THE PRODUCTION INFORMATION ADDENDUM PAGE, ANY ADDENDA APPLICABLE TO OTHER PRODUCTS AND SERVICES (SUCH AS MOBILE ADVERTISING OR ATTRIBUTION SERVICES), AND THE OUTFRONT MEDIA TERMS AND CONDITIONS OF ADVERTISING SERVICE INCORPORATED HEREIN, ALL OF WHICH ADVERTISER HEREBY ACKNOWLEDGES RECEIVING AND APPROVING. ANY MISSING PAGES OF THIS CONTRACT MAY BE OBTAINED OR REQUESTED THROUGH ANY OUTFRONT MEDIA OFFICE OR REPRESENTATIVE IF LOST OR NOT RECEIVED BY ADVERTISER. FACSIMILE OR ELECTRONIC SIGNATURES SHALL HAVE THE SAME FORCE AND EFFECT AS ORIGINAL SIGNATURES. THIS CONTRACT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT. THE AGENCY AND/OR THE SIGNATORY HERETO REPRESENTS AND WARRANTS THAT THEY ARE AUTHORIZED TO EXECUTE THIS CONTRACT ON BEHALF OF AND BIND THE ADVERTISER AND THAT THE ADVERTISER APPROVES SAME.

ACCEPTED AND AGREED TO BY - OUTFRONT MEDIA _____ ADVERTISER/AGENCY _____
AUTHORIZED SIGNATURE - TITLE

BY _____ DATE _____ PLEASE PRINT _____ DATE _____
NAME - TITLE

* Period Codes: M=Monthly; W=Weekly; 4W=4 Weeks; D=Daily; OT=One Time TF=Till Forbid *** Configured Spots is the maximum number of spots on a digital display

ADVERTISER AGREEMENT - PRODUCTION INFORMATION ADDENDUM



CONTRACT NO.: **3966146**

DATE: 09/11/24

ADVERTISER: City of Orlando

ACCOUNT EXECUTIVE: Ellen Rockey (R89)

BRAND: City of Orlando

CAMPAIGN: Brightline Stations Holiday 2024

Copy must meet Production specifications and be received 10 working days prior to each advertising period.

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Advertiser Bill-To# 1093513
 City of Orlando
 Downtown Orlando Devel. Board
 400 South Orange Avenue
 P.O. Box 4990
 Orlando, FL 32802-4990
 407-246-2036
 Attn: Kelly Allen

Market	Media/Location(s)	Configured Spots***	Size	Copy Due Date	Shipping Quantity	Shipping Address	Service AE	Ext. Fab Per Sq Ft
Orlando	Liveboards/Brightline ORL Station	VAR		11/15/24	1	@Orlando Digital Transit Contact your OUTFRONT AE Orlando,FL		
Miami/Ft Lauderdale Brigh	Liveboards Station Network/Ft. Lauderdale/ACTIVATE	VAR	50" & 65" Port	11/15/24	18	@Miami Digital Rail Network Contact your OUTFRONT AE Miami,FL	T. Canola	
Miami/Ft Lauderdale Brigh	Liveboards Station Network/Miami/ACTIVATE	VAR	50" & 65" Port	11/15/24	25	@Miami Digital Rail Network Contact your OUTFRONT AE Miami,FL	T. Canola	

1. **Scope of the Contract.** The "Contract" consists of these terms and conditions, the facing page, the Production Information Addendum, any attached addenda applicable to other products and services (such as mobile advertising or attribution services), if any, and Company's Specifications for Inventory and Packages located at www.outfrontmedia.com/resources/posting-standards (the "Inventory Specifications"), which are incorporated by reference herein. If an advertising agency or other agent or licensee of Advertiser ("Agency") is entering into this Contract on Advertiser's behalf, Agency represents that it has the authority to act and is acting as agent for Advertiser.
2. **Delivery of Copy.** At least ten working days before the estimated start date (unless otherwise agreed in writing by Company or set forth in the Inventory Specifications), Advertiser, at its sole expense, shall furnish and deliver to Company or to service points designated by Company sufficient supply of advertising copy ("Copy"), in the form and type specified by Company, with all necessary overage supply and posting instructions. If Copy is not timely and properly received in accordance with the Contract, a loss of service may occur and additional costs may be charged by Company, although commercially reasonable efforts will be used to post late Copy as promptly as practicable after receipt from Advertiser. If Advertiser requests expedited installation within five working days of Company's receipt of late Copy, a fee of not less than \$650 per location will be payable. Company may use the location(s) in any manner prior to posting the late received Copy without limiting Advertiser's liability to pay for such location(s).
3. **Copy Approval and Responsibility for Content.** The character, design, text and illustrations on Copy and the material used are subject to approval by Company and by the location owner, transit company/authority or third party controlling the location ("Owner"). Nudity, pornographic, profane or obscene Copy is prohibited. If Copy is rejected, Advertiser shall provide acceptable replacement Copy within ten days of notification of rejection. If Advertiser fails to provide acceptable replacement Copy within such ten-day period, Company shall have the right to use the location(s) involved in any manner, without releasing Advertiser from its obligation to pay for such location(s). If after installation or posting, the Owner of a display disapproves any advertisement or if Company determines that adverse publicity, reputational harm or liability to Company or third parties has or is likely to result from any display, Company shall have the right to remove the advertisement and, at its option, either terminate this Contract or request new acceptable Copy in accordance with this paragraph. Advertiser shall indemnify, defend and save harmless Company and Owner against all claims and liabilities (including reasonable attorneys' fees and expenses) arising out of the advertising material displayed under this Contract, including, but not limited to, any claim for defamation, fraud, misrepresentation, any claim for infringement of any copyright, trademark, or other intellectual property right, or any claim for violation of any right of privacy, common law right or any other right of any person or entity.
4. **Publicity for Certain Copy.** If the Copy concerns a political, religious or social issue, Advertiser (including Agency) shall not make any press release or other public announcement or media outreach regarding this Contract or the related Copy that refers to Company without Company's express prior written consent (which consent may be granted or denied in Company's sole discretion), except as required under applicable law, in which case Advertiser shall obtain the approval of Company as to the form, nature and extent of the press release, public announcement or media outreach prior to issuing the press release or making the public announcement.
5. **Inspection of Displays.** Advertiser shall inspect each display within three days after installation or posting. Unless Advertiser gives written notice to Company specifying any defect within such three-day period, the display shall be conclusively presumed to have been inspected and approved by Advertiser for all purposes whatsoever, including the content and location of displays.
6. **Maintenance and Damage.** Company will use commercially reasonable efforts to maintain static displays in good condition to the extent of matters reasonably within Company's control. Should Advertiser's static Copy be lost, stolen, damaged, defaced, or deteriorated for any reason whatsoever, including ordinary wear and tear, Advertiser shall furnish replacement Copy, upon Company's request, without liability or expense to Company. If Advertiser fails to provide such replacement Copy, Company may use the location in any manner, without releasing Advertiser from its obligation to pay for such location. Any repainting or reposting requested by Advertiser in addition to that specified herein shall be paid by Advertiser in advance per Company's current quoted prices.
7. **Inability to Post Copy.** If for any reason whatsoever (i) Company is unable to secure any specified location or loses the right to use any location, or (ii) Company posts fewer locations or less Copy than specified, or (iii) any location becomes obstructed, destroyed or defaced, or (iv) Company fails to display digital Copy in accordance with the minimum display standard for digital displays as set forth in the Inventory Specifications, or (v) Company fails to deliver the minimum number of guaranteed impressions in accordance with the Inventory Specifications (where Company has provided an impression guarantee), or (vi) Company otherwise fails to meet its obligations hereunder, such failure shall not be deemed a breach or termination of this Contract and shall not render Company liable for any damages or offsets of any kind other than as set forth in this paragraph. As Advertiser's sole remedy and Company's sole obligation for any such failure (except where a more specific remedy is expressly provided for in this Contract), Company shall, at its sole option, either (A) extend the Advertising Period and/or post additional Copy to provide an equivalent amount of advertising service at the contracted location or a replacement location of equal value (per Company's prices and/or classifications), (B) provide a pro-rated credit for advertising services equivalent to the amounts paid for services not rendered, or (C) terminate the Contract in whole or in part and receive payment in full for services rendered through the termination date, with all other remedies at law or equity being expressly waived by Advertiser.
8. **Illumination of Static Displays.** Where illuminated static displays are provided, illumination will be from dusk to midnight unless otherwise specified by Company for a specific display. If illumination is halted or reduced for any reason, including, but not limited to, compliance with law or malfunction of equipment, and such period of halted or reduced illumination continues for more than five days after Company's receipt of notice from Advertiser, as Advertiser's sole remedy for such illumination failure, Advertiser shall receive a credit for the period of reduced or non-illumination at the rate of 15% of the contract price for the impacted period.
9. **Invoicing and Payment.** Invoicing will be rendered monthly in advance dating from the commencement date of the first Advertising Period. Where the facing page of this Contract specifies delivery by impressions and Company approves payment in arrears, invoicing will be rendered monthly as of the last business day of each month during the Advertising Period and following the end of the Advertising Period based on the number of impressions delivered during the prior monthly period or part thereof. Invoices rendered to Advertiser shall be conclusive as to the correctness of the items stated unless Company receives written objection within 15 days of the invoice date. Non-receipt of invoices or lack of invoicing shall not impact Advertiser's liability hereunder. All rates and adjustments are computed on the basis of 30 days to the month, unless

- a different period is specified on the facing page of this Contract. Invoices shall be due 30 days after the date of invoice and failure to pay within such timeframe shall result in a default hereunder and shall further be deemed a default under any other agreements with Company. Invoices not paid when due shall accrue interest at the rate of 1.5% per month (18% annually), or such lesser rate permitted by law. Additionally, any discounts given shall be forfeited/reversed for invoices not paid within 60 days from the date thereof. Notwithstanding the foregoing, in the event that Company accepts payment by ACH or credit card, Company shall have the right, at Company's option, to either (i) require Advertiser to pay all amounts due or coming due under the Contract on the date of the ACH or credit card payment or (ii) require Advertiser to set up recurring payments whereby Advertiser's ACH or credit card is charged on each invoice date for the full invoice amount.
10. Credit Approval. Acceptance of this Contract is subject to credit check and approval by Company. Company, in its sole discretion, may extend or reject credit, or at any time during the term withdraw credit, and Company may thereupon require partial or full payment of the remaining contract amount in advance.
11. Advertiser Default. In the event of default or material breach by Advertiser, in addition to other remedies available at law, Company may: (i) cancel this Contract without prior notice and demand payments of all amounts remaining due and owing; (ii) without terminating this Contract, declare the entire balance of payments to be made hereunder immediately due and payable; (iii) remove all of Advertiser's Copy without limiting Advertiser's liability hereunder; and/or (iv) declare Advertiser in default under any other agreement with Company. Waiver by Company of any breach by Advertiser hereunder shall not prejudice the rights of Company with respect to any breach not specifically waived by Company.
12. Unused Copy. Company shall not be held responsible for unused posters, displays or other Copy provided by Advertiser and Company may dispose of any such materials in its discretion. Company may promote Company's own business through the use of Advertiser's Copy or displays in any manner whatsoever.
13. General. This Contract contains the full agreement of the parties, and no prior representation or assurance, verbal or written not contained herein, shall affect or alter the obligations of either party hereto. Company and Advertiser accept this Contract subject to all federal, state and municipal laws and regulations. In the event any advertisement becomes illegal, Company reserves the right to terminate same upon notice to Advertiser. This Contract is not cancelable or assignable by Advertiser, nor may the subject of the advertising be changed without the consent of Company. All parties comprising Advertiser hereunder, including Agency, shall be jointly and severally liable under this Contract. This Contract and all related claims shall be construed according to the laws of the State of New York and New York County, New York shall be the proper and exclusive legal jurisdiction and venue for any resulting legal action. Company is an Equal Opportunity Employer.
14. Counterpart Signatures. This Contract may be executed in numerous counterparts, all of which shall be considered one and the same agreement. For purposes of this Contract, facsimile or electronic signatures shall be considered original signatures.

End of Terms and Conditions