



**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 March 27, 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](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. February 28 – Downtown Development Board Meeting
4. Executive Director's Report – David Barilla, Executive Director
5. Public Comment
6. New Business
  - a. Funding Agreement between the Downtown Development Board and Global Peace Film Festival, 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.

**MEMORANDUM**

**TO:** Monica McCown, Chair  
Eugene Jones, Vice Chair  
Kimberly Stewart  
Rachel Moalli  
Steve Garrity

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

**DATE:** March 27, 2024

**SUBJECT:** Agenda items to be considered at the Downtown Development Board Meeting for March 27, 2024.

**Approval of Minutes:**

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

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

**a. Funding Agreement between the Downtown Development Board and Global Peace Film Festival, Inc – David Barilla, Executive Director**

Global Peace Film Festival, Inc. is positioned to bring a yearlong outdoor movie series, KALEIDOSCOPE 360°, to Parramore's Luminary Green at Creative Village as well as provide additional films to be shown at Lake Eola Park at Eolaween and during the holiday season in December. Kicking off in the Fall of 2024, KALEIDOSCOPE 360° will screen monthly movies in the park including 12 at Luminary Green and 4 at Lake Eola. In addition to the movies, there will also be family-friendly animated shorts offered during Daylight Savings Time. The Agreement contemplates DDB providing funding in the amount of \$50,000, \$4,166.67 monthly, which will directly contribute to event related costs including acquiring state-of-the-art LED technology, securing high-quality screens, curated programming, obtaining necessary licensing and permits, ensuring security, and executing impactful marketing and advertising strategies for the series. The series will remain family-friendly, free, and open to the public.

Staff is requesting that the Downtown Development Board approve the funding agreement with Global Peace Film Festival, Inc. and authorize the Chair and Executive Director to execute the Agreement, subject to review and approval of the City Attorney's Office.

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**

**Date of Next Meeting:**

- a. The next Downtown Development Board Meeting will be held Wednesday, April 24, 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.

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Downtown Development Board/Community Redevelopment Agency  
Orlando City Hall, 6<sup>th</sup> Floor, 400 South Orange Ave., P.O. Box 4990, Orlando, FL 32802  
Phone: (407) 246-2558 Fax: (407) 246-3359 www: downtownorlando.com

# **DOWNTOWN DEVELOPMENT BOARD FUNDING AGREEMENT**

## **KaleidoScope 360**

This AGREEMENT (hereinafter referred to as the “Agreement”), effective as of August 23, 2023 (“Effective Date”) is made and entered into by and between the Downtown Development Board (“DDB”), an agency of the City of Orlando created by referendum in December 1972 under the Orlando Central City Neighborhood Development Board Act, Chapter 71-810, Laws of Florida, codified in Chapter 18 of the Charter of the City of Orlando (“Act”), the principal address of which is 400 S. Orange Ave. 6<sup>th</sup> floor, Orlando, Florida 32801, and Global Peace Film Festival, Inc., a Florida Not For Profit Corporation (hereinafter referred to as “Grantee”), the principal address of which is 300 N. New England Avenue, Unit #3310, Winter Park, Florida 32790 (hereinafter singularly referred to by their respective designation contained hereinabove, or as the “Party”, and collectively as the “Parties”).

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

WHEREAS, Grantee is seeking to conduct KaleidoScope 360, a monthly outdoor movie series commencing in October 2024 at Parramore’s Luminary Green at Creative Village (“Luminary Green Events”) as well as provide additional films to be shown at Lake Eola at Eolaween and during the holiday season in December (“Lake Eola Events”) (collectively the “Events”); and

WHEREAS, the Luminary Green Events are estimated to have attendance of approximately 1,000 at each showing and the Lake Eola Events are estimated to have approximately 300 people per showing; and

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

WHEREAS, it is intended that the Events will provide a focused economic benefit to the businesses within the DDB Area and provide experiences for the residents and other visitors to the DDB Area; and

WHEREAS, the DDB finds that it is in the public’s best interest and serves a public purpose to assist Grantee by hosting the Events in the DDB Area during fiscal year 2024-2025.

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

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

2. Funding. Subject to Grantee complying with the terms herein, the DDB shall provide funding on a reimbursement basis in an overall amount of up to Fifty Thousand Dollars (\$50,000.00), up to four thousand one hundred sixty-six dollars and sixty-seven cents (\$4,166.67) per month (the “Funding”) for Event related costs. Payments will be made directly to the Grantee upon monthly invoice by Grantee within thirty (30) days of the DDB’s acceptance of all required documentation including the Event summary report required in Section 4 below.

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

- a. Grantee shall provide marketing of the Events and shall have coordinated the marketing efforts for each monthly show with the Marketing and Communications Manager **at least four weeks prior to such monthly** showing(s) and provided the creative for such month for DDB’s use in promoting the Event.
- b. Grantee shall include the downtown Orlando logo (“Logo”) in all promotion of the Events.
- c. Prior to the Events, Grantee shall provide the DDB evidence of the insurance required by Section 8 hereof.
- d. Grantee shall conduct the Events as proposed in its application.
- e. The Events shall consist of at least one film per month, commencing in October 2024, with at least twelve screenings during the Term of this Agreement as well as four films (titles to be chosen by the Marketing and Communications Manager) at Lake Eola at 7:00 pm on four different dates, one at Eolaween (October 26<sup>th</sup>) and three over the holiday period in December (December 7<sup>th</sup>, 13<sup>th</sup>, and 20<sup>th</sup>).
- f. Grantee shall use best efforts to use downtown businesses for secondary merchants and services related to the Events.
- g. DDB shall have the opportunity to place a table or tent on site at the Events.

4. Post Event Summary Report. Within thirty (30) days of the ending time of the monthly film of the Luminary Green Event each month, Grantee shall submit to the DDB’s Division Fiscal Manager, an Event summary report in the form attached hereto as Exhibit “A” and incorporated herein by this reference. When submitting the Event summary report, Grantee must include all required documentation, including an invoice, receipts showing payments made for Event costs for which reimbursement is being requested, evidence of Logo use, and any other documentation requested by the DDB. For October and December, the Event summary report shall contain information related to the Lake Eola Events in such months as well.

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

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

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

- a. Grantee's failure to comply with any of the requirements and conditions contained in Section 3 hereof.
- b. Grantee's changing of the Events in a material manner from that proposed in its application and the attached Exhibit "B".
- c. Grantee's making of a material misrepresentation in any certification or communication, including the funding application, submitted by the Grantee to the City or DDB in an effort to induce the award of the grant, payment or the administration thereof that is determined to be false, misleading, or incorrect in any material manner.

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

8. Insurance. Grantee shall maintain the following types of insurance during the term of this Agreement and shall provide evidence of such insurance at least fourteen (14) days prior to the initial Event set-up start time. Such insurance must name the City of Orlando and the DDB as additional insureds.

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

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

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

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

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

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

13. **No Liability or Monetary Remedy.** Grantee hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the DDB, and that the DDB bears no liability for direct, indirect or consequential damages arising in any way out of this Agreement. The only remedy

available to Grantee for any breach by the DDB is one of mandamus to require the DDB's specific performance under the terms and conditions of this Agreement.

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

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

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

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

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

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

Grantee: David Wheeler  
Global Peace Film Festival, Inc.  
1001 N. Orange Avenue  
Orlando, Florida 32801



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

20. Term. The term of this Agreement shall commence on April 1, 2024 and end on September 30, 2025, unless this Agreement is terminated earlier.

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

Global Peace Film Festival, Inc.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing Agreement is acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, who is the \_\_\_\_\_ for \_\_\_\_\_, the Grantee. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
Commission Expires \_\_\_\_\_

**Downtown Development Board**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Barilla  
Executive Director

\_\_\_\_\_  
Date

Exhibit "A"

EVENT SUMMARY REPORT

Date Submitted\_\_\_\_\_

**EVENT SUMMARY MUST BE LEGIBLE AND FILLED OUT COMPLETELY. IT MUST BE SUBMITTED WITHIN 60 DAYS OF YOUR EVENT OR YOU MAY FORFEIT FUNDING. PLEASE E-MAIL YOUR COMPLETED FORM AND BACK-UP DOCUMENTATION TO [Tiffany.Stephens@downtownorlando.com](mailto:Tiffany.Stephens@downtownorlando.com). FOR EVENTS OCCURRING IN THE MONTH OF SEPTEMBER, YOU MUST SUBMIT YOUR EVENT SUMMARY NO LATER THAN 30 DAYS OF THE EVENT.**

Title of Event\_\_\_\_\_

Event Summary Prepared by\_\_\_\_\_ Email \_\_\_\_\_

Date of event\_\_\_\_\_ Location \_\_\_\_\_

Day of the week\_\_\_\_\_ Beginning time\_\_\_\_\_ Ending time\_\_\_\_\_

Expected Attendance \_\_\_\_\_ Actual Attendance\_\_\_\_\_

Was there media coverage?\_\_\_\_\_ If yes, please describe\_\_\_\_\_

\_\_\_\_\_

Written Synopsis of the Event\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_  
(Signature required)

Reimbursement will be made up to the amount approved by the DDB provided all conditions were met.  
This form must be completed and returned along with all supporting documentation within 30 days  
after the Event with an invoice to:

City of Orlando Downtown Development Board

Attn: Tiffany Stephens

400 S. Orange Avenue

6<sup>th</sup> Floor

Orlando, FL 32801

Phone: (407) 246-2608

E-mail: TIFFANY.STEPHENS@downtownorlando.com

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**Failure to submit this report within 30 days after the event may cause funding to be forfeited**