



**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 August 28, 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. July 31, 2024 – Downtown Development Board Meeting
  - b. August 21, 2024 – DDB/CRAAB Budget Workshop Meeting
4. Executive Director’s Report – David Barilla, Executive Director
5. Public Comment
6. New Business
  - a. 2024-2025 Proposed Budget and Resolution – Tiffany Stephens, Fiscal Division Manager
  - b. 2024-2025 DDB/CRA Cost Share Agreement – Tiffany Stephens, Fiscal Division Manager
  - c. 2024-2025 City Services Agreement – Tiffany Stephens, Fiscal Division Manager
  - d. 2024-2025 City District, Inc. Funding Agreement – Tiffany Stephens, Fiscal Division Manager
  - e. 2024-2025 Thornton Park District, Inc. Funding Agreement – Tiffany Stephens, Fiscal Division Manager
  - f. 2024-2025 Downtown Arts District, Inc. Funding Agreement – Tiffany Stephens, Fiscal Division Manager
  - g. 2024-2025 Vegan Farmers Market Funding Agreement – Tiffany Stephens, Fiscal Division Manager
  - h. 2024-2025 Special Event Funding Agreement between the Downtown Development Board and the City of Orlando – Tiffany Stephens, Fiscal Division Manager

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**

- i. Downtown Development Board Special Events Program and Form Agreement – Tiffany Stephens, Fiscal Division Manager
  - j. Orlando Farmers Market Policy & Procedures – Mary-Stewart Droege, Project 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:** August 28, 2024

**SUBJECT:** Agenda items to be considered at the Downtown Development Board Meeting for August 28, 2024.

**Approval of Minutes:**

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the July 31, 2024 Downtown Development Board Meeting and the August 21, 2024 DDB/CRAAB Budget Workshop Meeting

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

a. **2024-2025 Proposed Budget and Resolution – Tiffany Stephens, Fiscal Manager**

The Resolution sets forth the DDB budget for Fiscal Year 2024-2025.

Staff is requesting approval of the proposed Fiscal Year 2024-2025 Downtown Development Board Budget, adoption of the Resolution, directing staff to disburse funds in accordance with the proposed budget, and authorization for the Chair and Executive Director to execute the Resolution.

b. **2024-2025 DDB/CRA Cost Share Agreement – Tiffany Stephens, Fiscal Manager**

The Cost Share Agreement between the CRA and DDB outlines the terms under which the DDB and CRA will share administrative costs for FY 2024-2025.

Staff is requesting approval of the Cost Share Agreement for FY 2024-2025 between the Downtown Development Board and the Community Redevelopment Agency and authorization for the Chair and Executive Director to execute the Agreement, subject to review and approval by 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.

c. **2024-2025 City Services Agreement – Tiffany Stephens, Fiscal Manager**

The City Services Agreement outlines the terms under which the City will provide administrative and professional support to the DDB.

Staff is requesting that the Downtown Development Board approve the City Services Agreement for FY 2024-2025 between the City of Orlando and the Downtown Development Board and authorize the Chair and Executive Director to execute the Agreement, subject to review and approval by the City Attorney's Office.

d. **2024-2025 City District, Inc. Funding Agreement – Tiffany Stephens, Fiscal Manager**

City District, Inc. is an Orlando Main Street with a mission to enhance the corridor through marketing and special events to promote the area's establishments. The agreement between the DDB and the District provides funding to the District on a reimbursement basis related to District events, marketing, programming, public art, and the provision of a superior pedestrian experience within the District. The Funding Agreement between the DDB and the District includes benchmarks for the District to meet including, but not limited to, maintaining an office in the Area, hosting events, and conducting clean-up/beautification activities.

Staff is requesting that the DDB approve the Funding Agreement between the DDB and City District, Inc. in the not to exceed amount of \$50,000 for FY 2024-2025, 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.

e. **2024-2025 Thornton Park District, Inc. Funding Agreement – Tiffany Stephens, Fiscal Manager**

Thornton Park District is an Orlando Main Street with a mission to create a vibrant community for its business owners, residents, and visitors through events, public art, and design. The agreement between the DDB and the District provides funding to the District on a reimbursement basis related to District events, marketing, programming, public art, and the provision of a superior pedestrian experience within the District. The Funding Agreement between the DDB and the District includes benchmarks for the District to meet including, but not limited to, maintaining an office in the Area, hosting events, and conducting clean-up/beautification activities.

Staff is requesting that the DDB approve the Funding Agreement between the DDB and Thornton Park District, Inc. in the not to exceed amount of \$50,000 for FY 2024-2025, 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.

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.

**f. 2024-2025 Downtown Arts District Funding Agreement – Tiffany Stephens, Fiscal Manager**

The Downtown Arts District (DAD) operates City Arts in the Roger Kiene building and provides multiple events throughout the year to create a vibrant arts community. The agreement between the DDB and DAD provides funding to DAD on a reimbursement basis for events, marketing, programming, and public art. The Funding Agreement between the DDB and DAD includes benchmarks to meet including, but not limited to, maintaining an office in the Area, hosting events, and conducting art related projects.

Staff is requesting that the DDB approve the Funding Agreement between the DDB and Downtown Arts District in the not to exceed amount of \$50,000 for FY 2024-2025, 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.

**g. 2024-2025 Vegan Farmers Market Funding Agreement – Tiffany Stephens, Fiscal Manager**

Over the last 18 months, the Orlando Bearded Vegan LLC has been successfully presenting an International Vegan Farmers Market event on a quarterly basis within the Central Business District that has brought anywhere from 8,000 - 11,000 attendees each quarter. The Downtown Development Board deems this event as integral to the continued efforts to highlight a central area of the DDB that does not often have an opportunity to host events and bring visitors to its core. The market also fills an important gap in providing fresh food opportunities to an area lacking in fresh options. The DDB would like to guarantee both longevity and growth to this event by providing the Orlando Bearded Vegan LLC \$10,000 for each of its four events during fiscal year 2024-2025.

Staff is requesting that the DDB approve the funding agreement with Orlando Bearded Vegan LLC in a total not to exceed amount of \$40,000 and authorize the Chair and Executive Director to execute the Agreement, subject to review and approval of the City Attorney's Office.

**h. 2024-2025 Special Event Funding Agreement between the Downtown Development Board and the City of Orlando – Tiffany Stephens, Fiscal Manager**

The City of Orlando and the Downtown Development Board (DDB) strive to bring world class events to the downtown corridor encouraging both visitors and residents to come and enjoy not only the events but downtown businesses as well. The Funding Agreement between the DDB and the City will provide the City with DDB funding for Fall Fiesta in the Park at Lake Eola on November 2-3, 2024, Spring Fiesta in the Park on April 5-6, 2025, Earth Day on April 25, 2025, and Fireworks at the Fountain on July 4, 2025.

Staff is requesting that the DDB approve the Funding Agreement between the DDB and the City of Orlando in the total not to exceed amount of to \$76,000 for FY 2024-2025, 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.

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.

**i. Downtown Development Board Special Events Program and Form Agreement – Tiffany Stephens, Fiscal Manager**

The Downtown Development Board (DDB) is focused on bringing vibrance, culture, and events to the DDB, thereby exposing more people to Downtown Orlando and its offerings. The DDB Special Events Grant Program is designed to assist non-profit organizations wanting to host events within the DDB Area with an expected attendance of 1,000 people or more. Grant funds would be given on a reimbursement basis and could be used towards event related expenses such as event related marketing and promotion; tents, tables, or equipment rentals; and City fees related to the event. Each entity would be allowed one grant per calendar year. Grant awardees and amounts would be recommended by an internal committee using program specific eligibility and evaluation criteria as set forth in the Program Guidelines. Funding agreements would be completed and signed by both the organization and DDB Executive Director outlining program and funding requirements prior to the event and release of funds.

Staff is requesting that the DDB approve the Program Guidelines and Form Agreement and authorize the Executive Director to execute such funding agreements, in substantially the same form as the Form Agreement, subject to review and approval of the City Attorney's Office.

**j. Orlando Farmers Market Policy and Procedures – Mary-Stewart Droege, Project Manager**

The Orlando Farmers Market has been operating since 1987, under the oversight of the DDB. It is currently located in the south-eastern portion of Lake Eola Park, in and around the Eola House. Operated by a contracted Farmers Market Manager, it has grown into a popular Sunday destination, commonly frequented by downtown residents and area visitors. Steadily expanding since its inception, and it now generally has 100 vendors, and includes a diversity of offerings from crafts to barbeque. The market plays an important role in strengthening our downtown and its many neighborhoods, making them more attractive places to live, work, play and thrive.

Key to maintaining and building its ambiance and safe operations are the market specific policies and procedures, which guide market vendors and their activities. A recent Request for Proposals (RFP) in early 2024, led to the selection of Red Top Productions Corporation and contract execution on August 1 2024.

The Policies and Procedures were last updated by the DDB on December 6, 2023 to reflect needed changes to the Orlando Farmers Market Policies and Procedures prior to the issuance of the RFP, including updates to operational activities such as Market hours, loading and unloading, as well as the usage fee. Through discussions with Red Top Productions Corporation since its selection, a few minor changes to the December 6, 2023 adopted version of the Policies and Procedures are being recommended to further optimize market operations, including requiring fire extinguishers at all food vendor sites, clarifying vendor application and termination protocol, requiring vending space walls installation, and establishing age limitations in all vending areas. Also included is language to allow the DDB Executive Director to approve certain minor operational changes related to safety without returning to the board for review and approval.

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 revised Orlando Farmers Market Policies and Procedures dated August 28, 2024.

**Date of Next Meeting:**

- a. The next Downtown Development Board Meeting will be held Wednesday, September 25, 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.

**A RESOLUTION OF THE DOWNTOWN DEVELOPMENT BOARD OF THE CITY OF ORLANDO ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; MAKING FINDINGS; AUTHORIZING AMENDMENTS; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Executive Director of the Downtown Development Board (the “DDB”) has submitted a budget for the DDB’s Fiscal Year beginning October 1, 2024 and ending September 30, 2025; and

WHEREAS, the budget includes the estimated expenditures necessary to carry out the functions of the DDB for the Fiscal Year beginning October 1, 2024, and ending September 30, 2025; and

WHEREAS, the budget includes the estimated revenues to be received by the DDB during said period from all sources and any amounts carried over from prior fiscal years; and

WHEREAS, the DDB has examined and carefully considered the proposed budget in a duly assembled, properly noticed, public meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE DOWNTOWN DEVELOPMENT BOARD OF THE CITY OF ORLANDO:

SECTION 1: The DDB does hereby adopt, confirm and approve the budget attached hereto as Exhibit "A" as the budget for the DDB for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025, subject to approval by City Council as required by the Downtown Development Board Act provision codified as Chapter 18 Section 6(2) of the City Charter.

SECTION 2: The DDB does hereby find that:

- a) The budget adopted in Section 1 has been prepared in accordance with generally accepted accounting principles; and
- b) The estimated revenues to be received by the DDB during the Fiscal Year beginning October 1, 2024, and ending September 30, 2025 from all sources, and any amounts carried over from prior fiscal years, equals the total of appropriations for expenditures and reserves in the budget during said period; and
- c) The budget, as such budget may be amended from time to time, will govern expenditures of the DDB and no expenditures shall be made nor contracts for expenditures be entered into except in pursuance of budgeted appropriations;
- d) The budget is adopted in accordance with Section 189.016, Florida Statutes (2022).

SECTION 3: In order to effect an orderly year-end closeout of all financial books and records for the DDB, the City of Orlando’s Chief Financial Officer (the “CFO”), on behalf of and subject to



the direction of the DDB, is hereby authorized and directed, as needed, to increase the corresponding line item appropriations in the budget to the extent of those purchase orders which shall have been issued prior to September 30, 2024, but shall not have been filled prior to that date, and is authorized and directed to pay all such purchase orders upon receipt of the goods or services therein specified from the funds so appropriated. The CFO is hereby further authorized and directed to increase the appropriate budget line items to include any unexpended balances as of the end of business on September 30, 2024 from state, federal or other grants that were previously authorized by the DDB, and to the extent of any unexpended balances from the prior fiscal year's budget, as amended whether or not encumbered, outstanding in projects as of the end of business on September 30, 2024 and all such balances shall be appropriated to the corresponding accounts in the same funds in which they were outstanding as of September 30, 2024, and the CFO shall be authorized to expend such appropriations for the purposes approved by the DDB in connection with such state, federal or other grants, and projects. Corresponding changes in the anticipated revenue accounts are hereby authorized.

SECTION 4: The CFO shall have the authority to transfer appropriations from one line item to another line item of the budget, upon approval of the DDB Executive Director, so long as the total appropriations shall not be increased or decreased thereby. Transactions affecting total appropriations, other than those previously authorized by the DDB shall require the prior approval of the DDB. Any such transactions are subject to any restrictive statutes or ordinances, including those authorizing the issuance of any outstanding bonds.

SECTION 5: Any changes to the budget made by the CFO, other than correction of errors, shall be reported to the DDB Executive Director on at least a quarterly basis. Any amendments to the budget shall be made in accordance with Section 189.106(6), Florida Statutes (2022). Such amendments shall be, subject to approval by City Council as required by the Downtown Development Board Act provision codified as Chapter 18 Section 6(2) of the City Charter.

SECTION 6: This resolution shall take effect immediately upon its adoption by the DDB.

ADOPTED at a regular meeting of and by the Downtown Development Board this \_\_\_\_ day of \_\_\_\_\_, 2024.

DOWNTOWN DEVELOPMENT BOARD

ATTEST:

By: \_\_\_\_\_  
Executive Director

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

APPROVED AS TO FORM AND LEGALITY FOR THE  
USE AND RELIANCE OF THE DOWNTOWN  
DEVELOPMENT BOARD, ONLY.

\_\_\_\_\_, 2024.

\_\_\_\_\_  
Chief Assistant City Attorney

Exhibit "A"  
FY 2024/2025 Proposed Budget  
Revenue and Appropriations Summary

Downtown Development Board  
Fund 4190

**Revenues**

Ad Valorem Taxes	\$4,295,880
Charges for Services	220,000
Other Revenues	-15,000
<u>Total Revenues</u>	<u>\$4,500,880</u>

**Appropriations**

<u>Downtown Development Board Fund</u>	<u>\$4,500,880</u>
Economic Development	4,500,880
<u>Total Appropriations</u>	<u>\$4,500,880</u>

**Project and Grant Appropriations within Total**

<u>Downtown Development Board Fund</u>	<u>\$2,348,807</u>
Marketing	800,000
Special Events	1,473,807
Farmers Market	75,000

**COST-SHARE AGREEMENT**  
(Fiscal Year October 1, 2024 – September 30, 2025)

**DOWNTOWN DEVELOPMENT BOARD  
AND  
COMMUNITY REDEVELOPMENT AGENCY**

**THIS AGREEMENT**, effective as of October 1, 2024, is made and entered into by and between the Downtown Development Board, 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, hereinafter called "DDB", and the City of Orlando Community Redevelopment Agency, an agency created pursuant to Part III of Chapter 163, Florida Statutes, hereinafter called "Agency".

**WHEREAS**, the Downtown Development Board was created as a body corporate and agency of the City of Orlando for the purpose of, among other things, creating and implementing plans for the downtown Orlando area; and

**WHEREAS**, the Downtown Development Board is a five (5) member board created by state law; and

**WHEREAS**, the City Council of the City of Orlando (City Council) has created a Community Redevelopment Agency for the public purpose of carrying out redevelopment within designated community redevelopment areas specified by the City Council; and

**WHEREAS**, the City Council has designated itself as the Agency pursuant to Section 163.357, Florida Statutes; and

**WHEREAS**, it has been determined that the administration of both the DDB and the Agency would enhance cost efficiency and coordination through the sharing of certain staff time, and required services and programs; and

**WHEREAS**, there are legal distinctions between the DDB and the Agency which affect the financial and budgetary requirements of each; and

**WHEREAS**, the DDB has professional staff employed and on retainer to said DDB and the Agency has professional staff employed and on retainer to said Agency; and

**WHEREAS**, the DDB is willing to make available to the Agency and the Agency is willing to make available to the DDB, in accordance with the terms and conditions set forth in this Agreement, staff, staff support, and other costs.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. In an effort to avoid the creation of additional categories of staff, the DDB and the Agency hereby agree to share in the costs of salary, benefits, and other related staff support costs during the 2024-2025 fiscal year commencing October 1, 2024, and ending September 30, 2025. These shall include, but not be limited to, executive salary, salaries and wages, and employee benefits. These items for fiscal year 2024-2025 are to be paid for and allocated in terms of work responsibilities along the following percentages:

<u>Staff Support</u>	<u>DDB Percent of Time and Costs</u>	<u>Agency Percent of Time and Cost</u>
Placemaking Director (50% of overall salary)	50 Percent	50 Percent
Director of Urban Development (50% of overall salary)	50 Percent	50 Percent
Executive Director	50 Percent	50 Percent
Assistant Director	50 Percent	50 Percent
Assistant Director	50 Percent	50 Percent
DDB/CRA Project Manager	20 Percent	80 Percent
DDB/CRA Project Manager	20 Percent	80 Percent
DDB/CRA Project Manager	20 Percent	80 Percent
DDB/CRA Project Manager	20 Percent	80 Percent
DDB/CRA Project Manager	20 Percent	80 Percent
Fiscal Manager Division	30 Percent	70 Percent
Marketing & Communications Manager	50 Percent	50 Percent
Marketing & Communications Coordinator	50 Percent	50 Percent
Economic Development Coordinator	50 Percent	50 Percent
Economic Development Coordinator	20 Percent	80 Percent
Economic Development Coordinator	20 Percent	80 Percent
Economic Development Coordinator	20 Percent	80 Percent
DDB/CRA Board Secretary	40 Percent	60 Percent
Downtown Orlando Services Liaison	90 Percent	10 Percent
Downtown Orlando Services	90 Percent	10 Percent

Coordinator		
Fiscal Coordinator CRA	30 Percent	70 Percent
Graphic Designer III	20 Percent	80 Percent
Interactive Media Coordinator	50 Percent	50 Percent
Sr Administrative Assistant	50 Percent	50 Percent
CRA Operations Manager	25 Percent	75 Percent

The above-referenced percentages shall represent the portion of the cost that the DDB and the Agency will be responsible for, regarding the staff positions designated. The percentages shall also indicate the allocation of the percentage of time that each such staff member shall devote to the respective work responsibilities of the DDB or the Agency.

2. The costs to be incurred by the DDB for staff support based on the percentages enumerated in paragraph 1 of this Agreement shall be based on actual expenditures estimated at three million thirty-one thousand seven hundred forty-nine dollars (\$3,031,749). Funds will be transferred between the DDB and the Agency as necessary to reflect the correct final costs and account for the difference in budget responsibility for staff positions. The estimated amount to be transferred from DDB to Agency is one million one hundred twenty-three thousand forty-eight dollars (\$1,123,048.00) as approved in the DDB budget for fiscal year 2024-2025.

3. The DDB is willing to make available to the Agency and the Agency make available to the DDB required services provided by personnel on retainer to the DDB and the Agency.

4. This Agreement shall be effective as of October 1, 2024, and the term of this Agreement shall be from October 1, 2024 through September 30, 2025.

**IN WITNESS WHEREOF**, the DDB and the Agency have executed this Agreement on the date first written above.

Signatures on next page

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 Chairman 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.  
\_\_\_\_\_, 2024.

\_\_\_\_\_  
Chief Assistant City Attorney  
Orlando, Florida

**REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Buddy Dyer, Chairman

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 Buddy Dyer and David Barilla as the Chairman and Acting Executive Director, respectively, for the City of Orlando Community Redevelopment Agency.

\_\_\_\_\_  
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  
CRA, only.  
\_\_\_\_\_, 2024.

\_\_\_\_\_  
Chief Assistant City Attorney  
Orlando, Florida

**Fiscal Impact Statement**

Indicate the **Total Fiscal Impact** of the action requested, including personnel, operating, and capital costs. Indicate costs for the current fiscal year and annualized costs. Include all related costs necessary to place the asset in service.

**Description:** The Cost Share Agreement between the DDB and the CRA results in the determination that the administration for both the DDB and the CRA would enhance cost efficiency and coordination through the sharing of certain staff time, and required services and programs. The DDB is willing to make available its professional staff to the CRA, as the CRA is also willing to make available its professional staff to the DDB.

**Expenses**

Will the action be funded from the Department's current year budget?  Yes  No

If No, please identify how this action will be funded, including any proposed Budget Resolution Committee (BRC) action(s). as proposed in FY25 budget subject to final approval.

	<b>Current Fiscal Year Cost Estimate</b>	<b>Estimated Annualized Cost Thereafter</b>
Personnel	\$0	\$0
Operating/Capital	\$0	\$1,123,048
<b>Total Amount</b>	\$0	\$1,123,048

Comments (optional): This is a one-year agreement from October 1, 2024 to September 30, 2025; as proposed in FY25 budget subject to final approval.

**Revenues**

What is the source of any revenue and the estimated amount? (enter text here) Amount \$0

Is this recurring revenue?  Yes  No

Comments (optional): (enter text here)

**Funding**

Expenses/Revenues will be recorded to:

	<b>Source #1</b>	<b>Source #2</b>	<b>Source #3</b>
Fund	4190	<u>(enter text here)</u>	<u>(enter text here)</u>
Department /Division	EDV/DDB	<u>(enter text here)</u>	<u>(enter text here)</u>
Cost Center/Project/Grant	DDB0001 C	<u>(enter text here)</u>	<u>(enter text here)</u>
Total Amount	\$1,123,048	\$0	\$0



**SERVICES AGREEMENT – CITY/DDB**

THIS AGREEMENT, effective as of October 1, 2024, is made and entered into by and between the City of Orlando, Florida, a municipal corporation (hereinafter referred to as “CITY” or “the CITY”) 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”).

WHEREAS, pursuant to the Act, the DDB is charged with planning for the redevelopment of the Downtown Development Area; and

WHEREAS, the CITY and the DDB are keenly interested in maintaining and revitalizing the DDB area as a visibly attractive, economically viable, and socially desirable area of the CITY; and

WHEREAS, the CITY has professional staff employed by CITY; and

WHEREAS, CITY staff time and expertise in various matters, including administration, personnel, engineering, finance, law, purchasing, public works and planning, can be beneficially utilized in DDB’s; and

WHEREAS, CITY is willing to make available to the DDB, in accordance with the terms and conditions set forth in this Agreement, professional staff and administrative support;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement and other good and valuable consideration, the receipt of which is acknowledged, CITY and DDB agree as follows:

ARTICLE 1

PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 Recitals. That each WHEREAS clause set forth above is true and correct and herein incorporated by this reference.

1.2 CITY Approval. On \_\_\_\_\_ the City Council, by motion, authorized the proper CITY officials to execute this Agreement.

1.3 DDB Approval. On \_\_\_\_\_ the DDB by motion, authorized the proper DDB officials to execute this Agreement.

## ARTICLE 2

### SERVICES

2.1 General Services. The CITY agrees to perform the following functions and duties in accordance with established procedures or in the absence of same, as provided for by CITY in the conduct of its own affairs.

2.1.1 The CITY shall provide financial services which shall include, but not be limited to, management of DDB fiscal accounts, investment of DDB assets, payroll, accounting, monthly and annual reporting, federal income and social security tax reporting, sales tax reporting, if any, and other fiscal needs in accordance with City Policies and Procedures related thereto. The Chief Financial Officer of the CITY shall act as the DDB Treasurer.

2.1.2 The CITY shall, when requested by the DDB, provide personnel services which shall include, but not be limited to, staff recruitment, record retention with respect to personnel actions and such other personnel services as may be needed.

2.1.3 The CITY shall provide legal, real estate, communications, engineering, and planning services to advise and assist the DDB.

2.1.4 The DDB will be permitted to utilize the services of the CITY's Purchasing Division with respect to purchasing services and goods necessary for the operation of DDB activities, including Fleet Management.

2.1.5 The DDB will be permitted to utilize the services of the CITY's Public Works Department with respect to design services necessary for the operation of DDB activities.

2.1.6 The CITY shall provide administrative and reception services to the DDB for the DDB offices and records management and other related services through the City Clerk's office.

2.1.7 The DDB may request the CITY to provide other special services on occasion not initially set forth in this Agreement, subject to the CITY's agreeing to do so.

2.2 Project Based Services. The CITY agrees to perform the following project related services in accordance with established procedures, or in the absence of same, as provided for by the CITY in the conduct of its affairs.

2.2.1 The DDB may utilize the design and construction related services of the Capital Improvements Division of the Public Works Department.

2.2.2 The DDB may utilize the services of the Fleet and Facilities Management Division of the Office of Business and Financial Services.

2.2.3 The DDB may utilize the services of the Housing and Community Development Department.

2.2.4 The DDB may utilize the services of the Transportation Department.

2.3 Insurance. The CITY may make available public officials liability insurance and other forms of insurance deemed necessary by the CITY. Said insurance is to be determined at the sole discretion of the CITY.

### ARTICLE 3

#### METHOD OF REIMBURSEMENT AND COMPENSATION

3.1 Reimbursement to CITY. In consideration of providing the services described in Section 2.1 hereof by the CITY commencing from October 1, 2024, the DDB will compensate the CITY, to the extent funds of the DDB are budgeted and available and eligible for payment in accordance with the Act,) the amount set forth in the City of Orlando, Florida Full Cost Allocation Plan issued Summer 2024, estimated to be two hundred twenty-nine thousand five hundred and one dollars (\$229,501.00) as consideration for services provided to the DDB during fiscal year 2024-2025 by the CITY. In consideration of providing the services described in Section 2.2 hereof by the CITY, the DDB shall pay fees for work performed as billed on an hourly basis and in an amount agreed to by the Executive Director of the DDB and the Department Director responsible for oversight of such service as stated in Section 2.2 above. The DDB's payment obligations under this Agreement constitute an obligation to pay and indebtedness in accordance with the Act.

3.2 Method of Payment. The parties agree that the DDB's obligation to compensate the CITY pursuant to Section 3.1 hereinabove shall be made to CITY in accordance with the DDB approved budget. It is recognized and acknowledged that full compensation to the CITY by the DDB may, during the term of this Agreement be waived, reduced, deferred or a combination thereof. Provided, however, any outstanding payment obligation not waived shall be budgeted by the DDB and made available to the CITY prior to any termination of the DDB.

3.3 Annual Statement and Payment. The CITY shall prepare and present to the DDB an annual statement in time for the preparation and submission of the DDB annual budget. The annual statement shall reflect current year anticipated costs and all unpaid obligations from prior periods. Any amounts contained in the approved DDB budget for payment to CITY shall be paid by the DDB prior to September 30, 2025, the end of fiscal year 2024-2025.

### ARTICLE 4

#### MISCELLANEOUS

4.1 Continued Cooperation. This Agreement assumes the close coordination and cooperation between the DDB and essential CITY staff and CITY functions particularly regarding financial administration, reporting, and auditing; and administration and implementation of projects.

4.2 Term and Termination.

4.2.1 This Agreement shall take effect October 1, 2024, and shall continue in effect through September 30, 2025, unless either party seeks to renegotiate or terminate this Agreement prior to said expiration date.

4.2.2 This Agreement may be terminated by CITY or the DDB upon at least thirty (30) days' advance written notice to the other party. After termination of the Agreement, the CITY shall transfer to the DDB copies of any documents, data, and information requested by the DDB relating to the services accomplished herein. Regardless of the termination of this Agreement, the DDB shall pay to the CITY and outstanding statements or statements for costs incurred but not billed as of the termination date.

4.3 Records. CITY and DDB shall keep records and accounts which shall be available at all reasonable times for examination and audit by DDB and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement.

4.4 Sovereign immunity. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the CITY as set forth in Section 768.28, Florida Statutes.

4.5 Independent Contractor. The CITY is an independent contractor under this Agreement. Personal services provided by the CITY shall be by employees of the CITY and subject to supervision by the CITY, and not as officers, employees, or agents of the DDB. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the CITY.

4.6 Assignments and Amendments.

4.6.1 This Agreement or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by DDB or CITY, without the prior written consent of the other party.

4.6.2 It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

4.7 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the place last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this

Article. For the present, the parties designate the following as the respective places for giving of notice:

CITY: Chief Administrative Officer  
City of Orlando  
400 S. Orange Avenue  
Orlando, FL 32801

With a copy to:

City Attorney  
City of Orlando  
400 S. Orange Avenue  
Orlando, FL 32801

DDB: Downtown Development Board  
400 S. Orange Avenue  
Orlando, FL 32801  
Attention: Executive Director

With a copy to:

City Attorney  
City of Orlando  
400 S. Orange Avenue  
Orlando, FL 32801

4.8 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

4.9 Severability. If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to the persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be effected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

4.10 Governing Law. This Agreement shall be governed by the law of the State of Florida with venue lying in Orange County.

4.11 Entire Agreement. This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. It is further understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject

matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements, whether oral or written.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the day and year first written above.

**Signatures on next page**

**CITY OF ORLANDO**

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

**ATTEST:**

\_\_\_\_\_  
Stephanie Herdocia, City Clerk

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

\_\_\_\_\_, 2024.

\_\_\_\_\_  
Chief Assistant City Attorney

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 Buddy Dyer and Stephanie Herdocia, as Mayor and City Clerk, respectively, for the City of Orlando.

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

(Affix Notary Stamp or Seal Above)

**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)



**Fiscal Impact Statement**

Indicate the **Total Fiscal Impact** of the action requested, including personnel, operating, and capital costs. Indicate costs for the current fiscal year and annualized costs. Include all related costs necessary to place the asset in service.

**Description:** The City Services Agreement is based on the City and the DDB both sharing in the interest of maintaining and revitalizing the DDB area as a visibly attractive, economically viable, and socially desirable are of the City. City staff time and expertise in various matters, including administration, personnel, engineering, finance, law, purchasing, public works and planning, can be beneficially utilized in the DDB. As such the City is willing to make available to the DDB professional and administrative support.

**Expenses**

Will the action be funded from the Department's current year budget?  Yes  No

If No, please identify how this action will be funded, including any proposed Budget Resolution Committee (BRC) action(s). as proposed in FY23-24 budget subject to final approval.

	<b>Current Fiscal Year Cost Estimate</b>	<b>Estimated Annualized Cost Thereafter</b>
Personnel	\$0	\$0
Operating/Capital	\$0	\$229,501
<b>Total Amount</b>	\$0	\$229,501

Comments (optional): This is a one-year agreement from October 1, 2024 to September 30, 2025; as proposed in FY25 budget subject to final approval.

**Revenues**

What is the source of any revenue and the estimated amount? (enter text here) Amount **\$0**

Is this recurring revenue?  Yes  No

Comments (optional): (enter text here)

**Funding**

Expenses/Revenues will be recorded to:

	<b>Source #1</b>	<b>Source #2</b>	<b>Source #3</b>
Fund	4190	(enter text here)	(enter text here)
Department /Division	EDV/DDB	(enter text here)	(enter text here)
Cost Center/Project/Grant	DDB0002 C	(enter text here)	(enter text here)
Total Amount	\$229,501	\$0	\$0

**THORNTON PARK DISTRICT, INC./**  
**DOWNTOWN DEVELOPMENT BOARD**  
**FUNDING AGREEMENT**

THIS AGREEMENT, effective as of October 1, 2024 (the “Effective Date”), is made and entered into by and between the **THORNTON PARK DISTRICT, INC.** (“District”), 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, the District’s mission is to create a vibrant community for its business owners, residents, and visitors through events, public art, and design; and

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

WHEREAS, the DDB desires to have the District assist the DDB in fulfilling its goal of supporting a variety of events and opportunities within the DDB area by providing certain programs and conducting certain activities as contemplated by this Agreement; and

WHEREAS, the DDB finds and declares it is in the public’s best interest to assist the District by providing funding to the District in the amount of up to fifty thousand dollars (\$50,000.00) pursuant to the terms herein and contingent upon the District 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, 2024, and shall, unless sooner terminated as provided herein, automatically terminate on September 30, 2025. However, before September 30, 2025, the DDB's Executive Director may extend the Agreement for up to an additional twelve (12) months.
- 3) Obligations of the District: The District will operate its Downtown offices and provide programs within the Area as generally described in Exhibit "A", attached hereto and incorporated herein by this reference. District 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, to generally include completing public improvement and beautification projects within the District, marketing and promoting the District, and holding events within the District. The District 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 District's compliance with the terms herein, the DDB shall provide funding to the District on a reimbursement basis in the amount of up to Fifty Thousand Dollars (\$50,000.00) (the "Funds") to be paid pursuant to the terms and conditions set forth herein. Payments will be made directly to the District upon invoice by District within thirty (30) days of the CRA's acceptance of all required documentation including the applicable Post Event or Project summary report required in Section 5 below.
  - b) The DDB's obligation to make any payment under this Agreement is expressly contingent upon the District's compliance at all times with the performance standards outlined in Exhibit "B". Provided the DDB has determined that the District 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) So long as the District has not already obtained the full fifty thousand dollars (\$50,000.00) in Funds contemplated herein, at any time during the Term, the District may make a request of the DDB for funding for a specific beautification project or event by submission of a request to the Executive Director detailing the project or event, the amount of Funds requested to be utilized for such project or event, and how such project or event meets the DDB's goals of providing a superior pedestrian experience, supporting diverse arts and cultural opportunities, and encouraging a variety of small-scale events to serve a diverse population. The DDB desires to have events in the District which include downtown businesses, contribute to the unique identity and diversity of downtown Orlando, make the urban core a compelling destination, provide economic impact, and encourage community involvement. The Executive Director shall review such requests and approve those which best meet the DDB's goals, as determined in his sole discretion.
  - d) The District expressly understands that the total amount to be paid by the DDB under this Agreement shall not exceed fifty thousand dollars (\$50,000.00).

5) Reporting:

a) Post Event or Project Reports:

Within sixty (60) days of the ending time of each event or completion of each project for which funding is approved under (4)(c) hereof, District shall submit to the DDB's Division Fiscal Manager, an Event/Project Summary Report in a form acceptable to the DDB which describes the event or project, number of attendees (for events only), participating downtown businesses, and other pertinent information. When submitting the Event or Project summary report, District must include all required documentation, including an invoice, receipts showing payments made for Event or Project costs for which reimbursement is being requested, and any other documentation requested by the DDB.

b) Progress Report:

Prior to August 1, 2025, the District shall submit a report containing an evaluation of the District's programs and demonstrated compliance with the Performance Standards set forth on Exhibit "B" for the period from October 1, 2024 through July 15, 2025.

c) Report Submittals:

The reports should be sent by regular mail to the Downtown Development Board, Attn: Executive Director, 400 South Orange Avenue, 6<sup>th</sup> floor, Orlando, Florida 32801 and emailed to [tiffany.stephens@downtownorlando.com](mailto:tiffany.stephens@downtownorlando.com), the Division Fiscal Manager for DDB. Moreover, the reports shall be consistent with the programs and services described in Exhibit "A". 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 District to receive the Funds from the DDB.

6) Books and Records/Audit:

- a) The District shall maintain books, records, and other evidence relating to the District'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 expenditures in a manner that fulfills the requirements of this Agreement.
- b) The District expressly acknowledges that the DDB shall have the right to audit the Books and Records from time to time for compliance by the District 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: The District shall be liable for repayment of any Funds disbursed under the terms of this Agreement, which may be deemed by the DDB to have been dispersed in error, or which are used by the District in violation of this Agreement.
  
- 8) Monitoring: The District shall permit the DDB to monitor the operation of the downtown facility by the District to ensure compliance with the terms of this Agreement. The District shall, to assist monitoring of its program, provide to the DDB or the DDB's designee access to all client records and such other information as the DDB may deem necessary.
  
- 9) Termination:
  - a) If the District 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 the District of the District's breach or default and the District 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 the District's breach, the District shall return to the DDB all unused Funds as of the date of termination.
  - d) If the DDB breaches any material term of this Agreement and such breach remains uncured, the District may terminate the whole or any part of this Agreement. Before the District may exercise its right of termination, the District shall provide written notice to the DDB of the DDB's breach or default and the DDB shall have thirty (30) days thereafter within which to cure the breach or default.
  - e) Waiver by the DDB of breach of any of the provisions of this Agreement shall not be deemed a waiver of any other provision or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
  - f) In the event of termination of this Agreement by the District for the DDB's breach, the DDB shall reimburse the District for all reasonable and provable costs incurred by the District as of the date of termination that the District would have paid with the Funds but for the termination, provided that any unused Funds previously paid to the District shall be applied to such reimbursement, and any unused Funds thereafter shall be returned to the DDB.
  
- 10) Indemnification: The District 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 the District, its employees, officers, directors, or agents related to this Agreement, (2) the operation of the District's activities, or (3) the mere existence of this Agreement itself.

- 11) Insurance: The District shall have in force during the Term of this Agreement the insurance coverage listed below. The District 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, the District 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. The District 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 – The District 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 – The District 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 – The District 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.
- 12) 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.

13) Nonassignability: The District 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.

14) Controlling Laws:

- a) This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City of Orlando and the DDB now in effect and those hereinafter adopted.
- b) The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

15) Miscellaneous:

- a) The District 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) The District 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 the District as the agent or representative of the DDB for any purpose or in any manner whatsoever.
  - g) District certifies that 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 District.
- 16) Notices: Any notices required or allowed herein under shall be in writing and given by certified mail, return receipt requested, or in person with proof of delivery to the addresses below or such other addresses either party shall have specified by written letters to the other party delivered in accordance herewith:

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

AND

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

District:       Executive Director  
100 South Eola Drive  
Orlando, FL 32801

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

**THORNTON PARK DISTRICT, INC.**

By \_\_\_\_\_



WITNESSES:

(1) \_\_\_\_\_  
Print Name: \_\_\_\_\_

(2) \_\_\_\_\_  
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 \_\_\_\_\_, 2024,  
by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority,  
(e.g., officer, trustee, attorney in fact, etc.) for Thornton Park District, 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 \_\_\_\_\_, 2024, by \_\_\_\_\_ and David Barilla. as the Chair and Acting 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.

\_\_\_\_\_, 2024.

\_\_\_\_\_  
Chief Assistant City Attorney  
Orlando, Florida

## **Exhibit “A”**

### **About Us**

The Thornton Park District offices are located at:

100 S Eola Drive STE#200  
Orlando Fl 32801

Mission - create a vibrant community for our business owners, residents and visitors through events, public art, and design.

Goals for 2024-2025

- To continue to work directly with our Businesses to ensure they continue to thrive.
- Marketing the district as a safe and enjoyable experience for all our visitors.
- To identify new creative placemaking areas to brand the district.
- To complete the development of Washington Street through parklets and lighting.

Programs for 2024-2025

- Work directly with the Downtown Ambassadors to supply and inform them with information on our district.
- Welcome committee with Thornton Park Neighborhood Associations for new Residents.
- Welcome committee for TPD Team for new Businesses.
- Quarterly meetings with Neighborhood Watch Teams

## **Exhibit “B”**

### **Performance Standards**

- The District will uphold its mission to create a vibrant community for its business owners, residents, and visitors through events, public art, and design.
- The District will have an office presence within the Area with regular and consistent office hours of at least 10:00 a.m. to 5:00 p.m. Monday-Friday.
- The District will host events related to its mission such as the TPD Holiday Window Contest, Putt n’Pour, Halloween Block Party and Wine & Art Walks.
- The District will help promote events held by District businesses and downtown technology and art related groups, as well as City/CRA/DDB sponsored events within the District and other relevant events.
- The District will coordinate with the DDB staff to determine a manner in which to assist Discover Downtown in welcoming new businesses to the district.
- The District will provide the DDB with opportunities to participate in District hosted events and will recognize the DDB as sponsors of selected events, displaying the Downtown Orlando logo on event related marketing materials, including spotlights in social media and newsletters.
- The District may conduct public improvement and beautification projects which may include any of the following:
  - Banners, including installs, removals, and replacements
  - Holiday Decoration Install
  - Plants and Planter Pots
  - Sidewalk Cleaning
  - Special Event or other Clean-up Projects
  - Any other public improvement project or beautification project specifically approved by the DDB’s Executive Director

## Exhibit “C”

### **Thornton Park District FY24/25 Funding Agreement Benchmarks Report**

Term: October 1, 2024 to September 30, 2025

Submitted by:

Date Submitted:

Reporting Quarter (circle one): 1<sup>st</sup>    2<sup>nd</sup>    3<sup>rd</sup>    4<sup>th</sup>

#### Program Benchmarks:

- The District will uphold its mission to create a vibrant community for its business owners, residents, and visitors through events, public art, and design.
- The District will have an office presence within the Area with regular and consistent office hours of at least 10:00 a.m. to 5:00 p.m. Monday-Friday.
- The District will host events related to its mission such as the TPD Holiday Window Contest, Putt n’Pour, Halloween Block Party and Wine & Art Walks.
  - How was this achieved/details:
- The District will help promote events held by District businesses and downtown technology and art related groups, as well as City/CRA/DDB sponsored events within the District and other relevant events.
  - How was this achieved/details:
- The District will coordinate with the DDB staff to determine a manner in which to assist Discover Downtown in welcoming new businesses to the district.
  - How was this achieved/details:
- The District will provide the DDB with opportunities to participate in District hosted events and will recognize the DDB as sponsors of selected events, displaying the Downtown Orlando logo on event related marketing materials, including spotlights in social media and newsletters.
  - How was this achieved/details:
- The District may conduct public improvement and beautification projects which may include any of the following: banners; holiday decorations; plants and planter pots; any other public improvement project or beautification project specifically approved by the DDB’s Executive Director.
  - How was this achieved/details:

THORNTON PARK DISTRICT  
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 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 Thornton Park District FY25 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  
6<sup>th</sup> 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**

**Fiscal Impact Statement**

Indicate the **Total Fiscal Impact** of the action requested, including personnel, operating, and capital costs. Indicate costs for the current fiscal year and annualized costs. Include all related costs necessary to place the asset in service.

**Description:** Thornton Park District is a Florida not-for-profit corporation with a mission to enhance the Downtown Development Board area through marketing and special events to promote the area’s establishments. This agreement allows for funding not to exceed \$50,000 on a reimbursable basis to Thornton Park District for events held within the DDB that promote the area and those projects the DDB is involved in.

**Expenses**

Will the action be funded from the Department’s current year budget?  Yes  No

If No, please identify how this action will be funded, including any proposed Budget Resolution Committee (BRC) action(s). As proposed in FY25 budget subject to final approval

	<b>Current Fiscal Year Cost Estimate</b>	<b>Estimated Annualized Cost Thereafter</b>
Personnel	\$0	\$0
Operating/Capital	0	\$50,000
<b>Total Amount</b>	<b>\$0</b>	<b>\$50,000</b>

Comments (optional): This is a one-year agreement from October 1, 2024 to September 30, 2025; as proposed in FY25 budget subject to final approval

**Revenues**

What is the source of any revenue and the estimated amount? (enter text here) Amount **\$0**

Is this recurring revenue?  Yes  No

Comments (optional): (enter text here)

**Funding**

Expenses/Revenues will be recorded to:

	<b>Source #1</b>	<b>Source #2</b>	<b>Source #3</b>
Fund	4190 F	<u>(enter text here)</u>	<u>(enter text here)</u>
Department /Division	EDV/DDB	<u>(enter text here)</u>	<u>(enter text here)</u>
Cost Center/Project/Grant	DDB0002 P	<u>(enter text here)</u>	<u>(enter text here)</u>
<b>Total Amount</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>



**DOWNTOWN ARTS DISTRICT, INC./DOWNTOWN DEVELOPMENT BOARD**  
**FUNDING AGREEMENT**

THIS AGREEMENT, effective as of October 1, 2024 (the “Effective Date”), is made and entered into by and between the **DOWNTOWN ARTS DISTRICT, INC.** (“DAD”), 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, DAD’s mission is to lead, stimulate, and guide the development of a vibrant, innovative arts and cultural district that enhances economic development in Downtown Orlando; and

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

WHEREAS, the DDB desires to have DAD assist the DDB in fulfilling its goal of supporting a variety of events and opportunities within the DDB area by providing certain programs and conducting certain activities as contemplated by this Agreement; and

WHEREAS, the DDB finds and declares it is in the public’s best interest to assist DAD by providing funding to DAD in the amount of up to fifty thousand dollars (\$50,000.00) pursuant to the terms herein and contingent upon DAD 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, 2024, and shall, unless sooner terminated as provided herein, automatically terminate on September 30, 2025. However, before September 30, 2025, the DDB's Executive Director may extend the Agreement for up to an additional twelve (12) months.
- 3) Obligations of DAD: DAD will operate its Downtown offices and City Arts Orlando and provide programs within the Area as generally described in Exhibit "A", attached hereto and incorporated herein by this reference. DAD 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, to generally include holding art related events within the DDB Area and marketing and promoting DAD. DAD 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 DAD's compliance with the terms herein, the DDB shall provide funding to DAD on a reimbursement basis in the amount of up to Fifty Thousand Dollars (\$50,000.00) (the "Funds") to be paid pursuant to the terms and conditions set forth herein. Payments will be made directly to DAD upon invoice by DAD within thirty (30) days of the CRA's acceptance of all required documentation including the applicable Post Event or Project summary report required in Section 5 below.
  - b) The DDB's obligation to make any payment under this Agreement is expressly contingent upon DAD's compliance at all times with the performance standards outlined in Exhibit "B". Provided the DDB has determined that DAD 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) So long as DAD has not already obtained the full fifty thousand dollars (\$50,000.00) in Funds contemplated herein, at any time during the Term, DAD may make a request of the DDB for funding for a specific beautification project or event by submission of a request to the Executive Director detailing the project or event, the amount of Funds requested to be utilized for such project or event, and how such project or event meets the DDB's goals of supporting diverse arts and cultural opportunities, and encouraging a variety of small-scale events to serve a diverse population. The DDB desires to have events in DAD which include downtown businesses, contribute to the unique identity and diversity of downtown Orlando, make the urban core a compelling destination, provide economic impact, and encourage community involvement. The Executive Director shall review such requests and approve those which best meet the DDB's goals, as determined in his sole discretion.
  - d) DAD expressly understands that the total amount to be paid by the DDB under this Agreement shall not exceed fifty thousand dollars (\$50,000.00).
- 5) Reporting:
  - a) Post Event or Project Reports:

Within sixty (60) days of the ending time of each event or completion of each project for which funding is approved under (4)(c) hereof, DAD shall submit to the DDB's Division Fiscal Manager, an Event/Project Summary Report in a form acceptable to the DDB which describes the event or project, number of attendees (for events only), participating downtown businesses, and other pertinent information. When submitting the Event or Project summary report, DAD must include all required documentation, including an invoice, receipts showing payments made for Event or Project costs for which reimbursement is being requested, and any other documentation requested by the DDB.

b) Progress Report:

Prior to August 1, 2025, DAD shall submit a report containing an evaluation of DAD's programs and demonstrated compliance with the Performance Standards set forth on Exhibit "B" for the period from October 1, 2024 through July 15, 2025.

c) Report Submittals:

The reports should be sent by regular mail to the Downtown Development Board, Attn: Executive Director, 400 South Orange Avenue, 6<sup>th</sup> floor, Orlando, Florida 32801 and emailed to [tiffany.stephens@downtownorlando.com](mailto:tiffany.stephens@downtownorlando.com), the Division Fiscal Manager for DDB. Moreover, the reports shall be consistent with the programs and services described in Exhibit "A". 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 DAD to receive the Funds from the DDB.

6) Books and Records/Audit:

a) DAD shall maintain books, records, and other evidence relating to DAD'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 expenditures in a manner that fulfills the requirements of this Agreement.

b) DAD expressly acknowledges that the DDB shall have the right to audit the Books and Records from time to time for compliance by DAD 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: DAD shall be liable for repayment of any Funds disbursed under the terms of this Agreement, which may be deemed by the DDB to have been dispersed in error, or which are used by DAD in violation of this Agreement.

- 8) Monitoring: DAD shall permit the DDB to monitor the operation of the downtown facility by DAD to ensure compliance with the terms of this Agreement. DAD shall, to assist monitoring of its program, provide to the DDB or the DDB's designee access to all client records and such other information as the DDB may deem necessary.
- 9) Termination:
- a) If DAD 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 DAD of DAD's breach or default and DAD 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 DAD's breach, DAD shall return to the DDB all unused Funds as of the date of termination.
  - d) If the DDB breaches any material term of this Agreement and such breach remains uncured, DAD may terminate the whole or any part of this Agreement. Before DAD may exercise its right of termination, DAD shall provide written notice to the DDB of the DDB's breach or default and the DDB shall have thirty (30) days thereafter within which to cure the breach or default.
  - e) Waiver by the DDB of breach of any of the provisions of this Agreement shall not be deemed a waiver of any other provision or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
  - f) In the event of termination of this Agreement by DAD for the DDB's breach, the DDB shall reimburse DAD for all reasonable and provable costs incurred by DAD as of the date of termination that DAD would have paid with the Funds but for the termination, provided that any unused Funds previously paid to DAD shall be applied to such reimbursement, and any unused Funds thereafter shall be returned to the DDB.
- 10) Indemnification: DAD 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 DAD, its employees, officers, directors, or agents related to this Agreement, (2) the operation of DAD's activities, or (3) the mere existence of this Agreement itself.

11) Insurance: DAD shall have in force during the Term of this Agreement the insurance coverage listed below. DAD 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, DAD 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. DAD 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 – DAD 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 – DAD 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 – DAD 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.

12) 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.

13) Nonassignability: DAD 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.

14) Controlling Laws:

- a) This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City of Orlando and the DDB now in effect and those hereinafter adopted.
- b) The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

15) Miscellaneous:

- a) DAD 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) DAD 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 DAD as the agent or representative of the DDB for any purpose or in any manner whatsoever.

g) DAD certifies that 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 DAD.

16) Notices: Any notices required or allowed herein under shall be in writing and given by certified mail, return receipt requested, or in person with proof of delivery to the addresses below or such other addresses either party shall have specified by written letters to the other party delivered in accordance herewith:

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

AND

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

DAD: Executive Director  
Downtown Arts District, Inc.  
37 - 39 South Magnolia Avenue  
Orlando, Florida 32801

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

**DOWNTOWN ARTS DISTRICT, INC.**

By \_\_\_\_\_

WITNESSES:

(1) \_\_\_\_\_  
Print Name: \_\_\_\_\_

(2) \_\_\_\_\_  
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 \_\_\_\_\_, 2024,  
by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority,  
(e.g., officer, trustee, attorney in fact, etc.) for Downtown Arts District, 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 Acting 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.

\_\_\_\_\_, 2024.

\_\_\_\_\_  
Chief Assistant City Attorney  
Orlando, Florida

## **Exhibit “A”**

DAD is a non-profit arts organization serving the Central Florida community. Come discover local art at one of the many art galleries and performance venues located throughout downtown Orlando.

### Mission

The mission of the Downtown Arts District is to lead, stimulate, and guide the development of a vibrant, innovative arts and cultural district that enhances economic development in Downtown Orlando.

### Vision

To be a premier arts destination.

### Tone

Inclusive. Diverse. Accessible.

### SECONDARY ESSENCE:

Vibrant. Fresh. Creative.

### Position

Experience the arts.™

### Core Values

Be Engaged.

Be Professional.

Be Passionate.

Have Integrity.

Promote Diversity.

Exude Excellence.

## **Exhibit “B”**

### **Performance Standards**

- DAD will uphold its mission to lead, stimulate, and guide the development of a vibrant, innovative arts and cultural district that enhances economic development in Downtown Orlando.
- DAD will have an office presence within the Area with regular and consistent office hours of at least 10:00 a.m. to 5:00 p.m. Monday-Friday.
- DAD will host events related to its vision and core values.
- DAD will help promote events held by Downtown businesses and other downtown art related groups, as well as City/CRA/DDB sponsored events within DAD and other relevant events.
- DAD will provide the DDB with opportunities to participate in DAD hosted events and will recognize the DDB as sponsors of selected events, displaying the Downtown Orlando logo on event related marketing materials, including spotlights in social media and newsletters.
- DAD may conduct art related projects.

## Exhibit “C”

### **DAD FY24/25 Funding Agreement Benchmarks Report**

Term: October 1, 2024 to September 30, 2025

Submitted by:

Date Submitted:

Reporting Quarter (circle one): 1<sup>st</sup>    2<sup>nd</sup>    3<sup>rd</sup>    4<sup>th</sup>

#### Program Benchmarks:

- DAD will uphold its mission to lead, stimulate, and guide the development of a vibrant, innovative arts and cultural district that enhances economic development in Downtown Orlando.
  - How was this achieved/details:
- DAD will have an office presence within the Area with regular and consistent office hours of at least 10am to 5pm Monday through Friday.
  - How was this achieved/details:
- DAD will host events related to its vision and core values.
  - How was this achieved/details:
- DAD will help promote events held by Downtown businesses and downtown technology and art related groups, as well as City/DDB/CRA sponsored events and other related events.
  - How was this achieved/details:
- DAD will coordinate with the DDB staff to determine a manner in which to assist the DDB/CRA’s downtown information center, Discover Downtown, in welcoming new businesses to DAD.
  - How was this achieved/details:
- DAD will provide the DDB with opportunities to participate in DAD hosted events and will recognize the DDB as sponsors of selected events, displaying the Downtown Orlando logo on event related marketing materials, including spotlights in social media and newsletters.
  - How was this achieved/details:
- DAD may conduct art related projects.
  - How was this achieved/details:

DAD  
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 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 DAD 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  
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 60 days after the event may cause funding to be forfeited**

**Fiscal Impact Statement**

Indicate the **Total Fiscal Impact** of the action requested, including personnel, operating, and capital costs. Indicate costs for the current fiscal year and annualized costs. Include all related costs necessary to place the asset in service.

**Description:** The DDB finds and declares it is in the public’s best interest to assist DAD by providing funding to DAD in the amount of up to fifty thousand dollars (\$50,000.00). The funding agreement will have DAD assist the DDB in fulfilling its goal of supporting a variety of events and opportunities within the DDB area by providing certain programs and conducting certain activities. 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.

**Expenses**

Will the action be funded from the Department’s current year budget?  Yes  No

If No, please identify how this action will be funded, including any proposed Budget Resolution Committee (BRC) action(s). as proposed in FY25 budget subject to final approval.

	<b>Current Fiscal Year Cost Estimate</b>	<b>Estimated Annualized Cost Thereafter</b>
Personnel	\$0	\$0
Operating/Capital	\$0	\$50,000
<b>Total Amount</b>	\$0	\$50,000

Comments (optional): This is a one-year agreement from October 1, 2024, to September 30, 2025; as proposed in FY25 budget subject to final approval.

**Revenues**

What is the source of any revenue and the estimated amount? (enter text here) Amount \$0

Is this recurring revenue?  Yes  No

Comments (optional): (enter text here)

**Funding**

Expenses/Revenues will be recorded to:

	<b>Source #1</b>	<b>Source #2</b>	<b>Source #3</b>
Fund	4190	<u>(enter text here)</u>	<u>(enter text here)</u>
Department /Division	EDV/DDB	<u>(enter text here)</u>	<u>(enter text here)</u>
Cost Center/Project/Grant	DDB0002 P	<u>(enter text here)</u>	<u>(enter text here)</u>
Total Amount	\$50,000	\$0	\$0

# **DOWNTOWN DEVELOPMENT BOARD FUNDING AGREEMENT**

## **Vegan Farmers Market**

This AGREEMENT (hereinafter referred to as the “Agreement”), effective as of October 1, 2024 (“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 Orlando Bearded Vegan LLC, a Florida Limited Liability Company (hereinafter referred to as “Grantee”), the principal address of which is 5915 Paxton Court, Apopka, Florida 32703 (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 conducting a quarterly international vegan market at Wall Street (“Event”); and

WHEREAS, the Event is estimated to have attendance of 8,000-11,000 each quarter; and

WHEREAS, the Event will be held within the Orlando Central City Neighborhood Development Area (“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 Event 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 Forty Thousand Dollars (\$40,000.00), up to ten thousand dollars (\$10,000.00) per quarter (the “Funding”) for Event related costs. Payments will be made directly to the Grantee upon 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 have coordinated the marketing efforts for the Event with the Marketing and Communications Manager prior to the Event.
- b. Grantee shall include the downtown Orlando logo (“Logo”) in all promotion of the Event.
- c. Prior to the Event, Grantee shall provide the DDB evidence of the insurance required by Section 8 hereof.
- d. Grantee shall conduct the Event as proposed in its application.
- e. Grantee shall conduct the Event 4 times within fiscal year 2024-2025, once per quarter.
- f. Grantee shall use best efforts to use downtown businesses for secondary merchants and services related to the Event.
- g. DDB shall have the opportunity to place a table or tent on site at the Event each quarter.

4. Post Event Summary Report. Within sixty (60) days of the ending time of the Event each quarter, 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.

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 Event.

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 Event in a manner which would affect the amount of funding Grantee would be entitled to under downtown special event guidelines.

- 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 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: Orlando Bearded Vegan LLC  
5915 Paxon Court  
Apopka, Florida 32703  
Attn: Jeremy A. Santos

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 October 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.

**Orlando Bearded Vegan LLC**

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 Orlando Bearded Vegan, LLC, 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 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 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  
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 60 days after the event may cause funding to be forfeited**

**Fiscal Impact Statement**

Indicate the **Total Fiscal Impact** of the action requested, including personnel, operating, and capital costs. Indicate costs for the current fiscal year and annualized costs. Include all related costs necessary to place the asset in service.

**Description:** The Orlando Bearded Vegan LLC has been successfully presenting an International Vegan Farmers Market event on a quarterly basis within the Central Business District that has brought anywhere from 8,000 - 11,000 attendees each quarter. The Downtown Development Board deems this event as integral to the continued efforts to highlight a central area of the DDB that does not often have an opportunity to host events and bring visitors to its core. The market also fills an important gap in providing fresh food opportunities to an area lacking in fresh options. The DDB would like to guarantee both longevity and growth to this event by providing the Orlando Bearded Vegan LLC \$10,000 for each of its four events.

**Expenses**

Will the action be funded from the Department's current year budget?  Yes  No

If No, please identify how this action will be funded, including any proposed Budget Resolution Committee (BRC) action(s). As proposed in FY25 budget subject to final approval

	<b>Current Fiscal Year Cost Estimate</b>	<b>Estimated Annualized Cost Thereafter</b>
Personnel	\$0	\$0
Operating/Capital	\$000	\$40,000
<b>Total Amount</b>	\$000	\$40,000

Comments (optional): This is a one-year agreement from October 1, 2024 to September 30, 2025; as proposed in FY25 budget subject to final approval

**Revenues**

What is the source of any revenue and the estimated amount? (enter text here) Amount \$0

Is this recurring revenue?  Yes  No

Comments (optional): (enter text here)

**Funding**

Expenses/Revenues will be recorded to:

	<b>Source #1</b>	<b>Source #2</b>	<b>Source #3</b>
Fund	4190 F	<u>(enter text here)</u>	<u>(enter text here)</u>
Department /Division	EDV/DDB	<u>(enter text here)</u>	<u>(enter text here)</u>
Cost Center/Project/Grant	DDB0002 P	<u>(enter text here)</u>	<u>(enter text here)</u>
Total Amount	\$40,000	\$0	\$0



## SPECIAL EVENT FUNDING AGREEMENT

This AGREEMENT (hereinafter referred to as the “Agreement”), effective as of August 23, 2024 (“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 the City of Orlando, a municipal corporation (hereinafter referred to as “City”), the principal address of which is 400 S. Orange Ave. 2<sup>nd</sup> floor, Orlando, Florida 32801 (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, City is conducting Fall Fiesta in the Park at Lake Eola on November 2-3 (“Fall Fiesta”), Spring Fiesta in the Park on April 5-6, 2025 (“Spring Fiesta”), Earth Day on April 25, 2025 (“Earth Day”), and Fireworks at the Fountain on July 4, 2025 (“Fireworks”). (collectively “Events”); and

WHEREAS, the Fall and Spring Fiestas in the Park are each estimated to have attendance in excess of 150,000 people; and

WHEREAS, the Fireworks are estimated to have over 100,000 people in attendance; and

WHEREAS, Earth Day at City Hall Plaza will provide education to many downtown workers and visitors related to sustainability and environmental programs of the City; and

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

WHEREAS, the DDB finds that it is in the public’s best interest and serves a public purpose to provide funding to the City for use related to the Events occurring 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 City 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 City complying with the terms herein, the DDB shall provide funding on a reimbursement basis in an overall amount of up to Seventy Six Thousand Dollars (\$76,000.00) in total, (the “Funding”) for Event related costs, with up to Twenty-Five Thousand Dollars (\$25,000.00) for Fall Fiesta, Twenty-Five Thousand Dollars (\$25,000.00) for Spring Fiesta, Twenty-

Five Thousand Dollars (\$25,000.00) for Fireworks, and One Thousand Dollars (\$1,000.00) for Earth Day. Payments will be made directly to the City upon invoice by City 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 City unless City maintains compliance with the conditions listed below during the Term of this Agreement:

- a. City shall have coordinated the marketing efforts for the Events with the DDB's Marketing and Communications Manager prior to each Event.
- b. City shall include the downtown Orlando logo ("Logo") in all promotion of each the Events.
- c. City shall conduct the Events in coordination with DDB.
- d. City shall use best efforts to use downtown businesses for secondary merchants and services related to the Events.
- e. DDB shall have the opportunity to place a table or tent on site at each Event.

4. Post Event Summary Report. Within sixty (60) days of the ending time of the Event each quarter, City 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, City 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.

5. 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 City, and shall entitle the DDB to enforce the terms of this Agreement, immediately cease or reduce any payments contemplated herein to City, seek reimbursement of any funds already paid by the DDB to City, and/or terminate this Agreement upon ten (10) days written notice to City:

- a. City's failure to comply with any of the requirements and conditions contained in Section 3 hereof.
- b. City's changing of the Event in a manner which would affect the amount of funding City would be entitled to under downtown special event guidelines.
- c. City's making of a material misrepresentation in any certification or communication, including the funding application, submitted by the City 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.

6. 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.

7. 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.

8. 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.

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

DDB: David Barilla  
Executive Director  
Community Redevelopment Agency  
400 South Orange Avenue  
Orlando, Florida 32801

City: April Michael  
Director of Communications and Neighborhood Relations  
400 South Orange Avenue  
Orlando, Florida 32801

10. Term. The term of this Agreement shall commence on October 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.

**City of Orlando**

By: \_\_\_\_\_  
Buddy Dyer  
Mayor

Attest:

\_\_\_\_\_  
Stephanie Herdocia  
City Clerk

**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 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 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  
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 60 days after the event may cause funding to be forfeited**

**Fiscal Impact Statement**

Indicate the **Total Fiscal Impact** of the action requested, including personnel, operating, and capital costs. Indicate costs for the current fiscal year and annualized costs. Include all related costs necessary to place the asset in service.

**Description:** The DDB finds that it is in the public’s best interest and serves a public purpose to provide funding to the City for specific events that occur in the DDB area during fiscal year 2024-2025 not to exceed a total of \$76,000. The City is conducting Fall Fiesta in the Park at Lake Eola on November 2-3, 2024, Spring Fiesta in the Park on April 5-6, 2025, Earth Day on April 25, 2025, and Fireworks at the Fountain on July 4, 2025.

**Expenses**

Will the action be funded from the Department’s current year budget?  Yes  No

If No, please identify how this action will be funded, including any proposed Budget Resolution Committee (BRC) action(s). As proposed in FY25 budget subject to final approval

	<b>Current Fiscal Year Cost Estimate</b>	<b>Estimated Annualized Cost Thereafter</b>
Personnel	\$0	\$0
Operating/Capital	\$000	\$76,000
<b>Total Amount</b>	\$000	\$76,000

Comments (optional): This is a one-year agreement from October 1, 2024 to September 30, 2025; as proposed in FY25 budget subject to final approval

**Revenues**

What is the source of any revenue and the estimated amount? (enter text here) Amount **\$0**

Is this recurring revenue?  Yes  No

Comments (optional): (enter text here)

**Funding**

Expenses/Revenues will be recorded to:

	<b>Source #1</b>	<b>Source #2</b>	<b>Source #3</b>
Fund	4190 F	<u>(enter text here)</u>	<u>(enter text here)</u>
Department /Division	EDV/DDB	<u>(enter text here)</u>	<u>(enter text here)</u>
Cost Center/Project/Grant	DDB0002 P	<u>(enter text here)</u>	<u>(enter text here)</u>
Total Amount	\$76,000	\$0	\$0



## **DOWNTOWN DEVELOPMENT BOARD SPECIAL EVENT GRANT GUIDELINES**

**Please read carefully – only events that meet all criteria will be considered for funding.**

### **PROGRAM OBJECTIVE**

The Downtown Development Board’s (“DDB”) Special Event Grant Program supports non-profit organizations holding special events within the Orlando Central City Neighborhood Development Area (“DDB Area”). The program provides limited reimbursable grants to those events that will positively impact the DDB and help further the DDB’s mission by bringing people to the DDB Area and encouraging them to frequent both the businesses and hotels within the DDB Area.

The Downtown Development Board defines special events as those events attracting 1,000 or more attendees, are open to the public, and taking place within the DDB Area. Special events do not include conferences, political rallies/parties or campaigns, grand openings or ribbon cuttings, social parties or open houses, or networking events or classes.

### **ELIGIBILITY**

For an event to be eligible it must:

- Occur entirely within the DDB Area (If an event has multiple locations, the DDB will only consider funding the event portion occurring within the DDB Area).
- Be open to the public.
- Meet the objectives of the DDB and the special event definition



stated above.

- Have attendance of more than 1,000 people for general events, and more than 5,000 for walks/runs/parades.
- Occur after approval of any funding and execution of the grant agreement under this Program.

For an organization to be eligible it must:

- Be a non- profit entity registered with the Florida Department of State, Division of Corporations.
- Not have any outstanding fees with the City of Orlando at the time of application.

## **PROGRAM REQUIREMENTS**

- Grants may only be used solely towards the reimbursement of the following event expenses: 1) event related marketing and promotion, 2) rentals for the event such as equipment, tents, chairs, tables, facilities, and port-o-lets, and/or 3) City fees related to the event.
- Each entity may only receive one grant award under this Program per calendar year.
- Grant requests may be denied or reduced due to incidents related to prior events, including but not limited to lack of trash pickup, inadequate cleaning, permitting related issues, and noise issues.
- Expected attendance will be based on prior years' attendance at events which have occurred in previous years; for new events, attendance information for similar events in prior years should be provided with the application.
- Grant funds will be provided only for events occurring after grant applications have been approved and the recipient has executed a grant agreement with the DDB and has provided evidence of required insurance to the DDB.
- Funds will be distributed on a reimbursement basis after the event has occurred and the DDB has received acceptable backup documentation including copies of invoices and proof of payment thereof.

- Funds are paid out 30 days after receipt of the grant invoice and acceptable backup documentation.
- Taxes incurred by the organization are not subject to reimbursement.
- All permits or licenses required for the event must be obtained prior to the event in a timely manner.
- Funding is not available for religious based events or political or campaign events.

**\* Funding limits**

- Eligible funding amounts for events (non run/walk)
  - 1,000 – 5,000 attendees – up to \$5,000 maximum
  - 5,001 – 10,000 attendees - up to \$10,000 maximum
  - Over 10,000 attendees – up to \$20,000 maximum
- Eligible funding amounts for run/walk events
  - Over 5,000 attendees – up to \$5,000 maximum
- Eligible funding amounts for parades
  - Over 5,000 attendees – up to \$5,000 maximum

**APPLICATION/DEADLINES**

There will be two application periods during each calendar year. Applications will be available only during these two periods each year and event funding will be considered only on the timeframes set forth in the chart below:

Application Available	Application Due	Event Occurring
January 1	February 1	June - November
July 1	August 1	December - May

Applicants should submit one (1) original application including all required supporting documentation. Applications are available at [Special Event Grants Program Downtown Orlando](#) and must be submitted by the due date for the applicable application period. Any application that is not complete will not be considered. Any funds granted are for a specific event and are not transferrable to another event or another year.

### **REVIEW PROCESS**

Upon submission, DDB staff will review the applications received during the applicable grant cycle to ensure compliance with the eligibility requirements. If necessary, staff may contact the applicant for points of clarification or additional information. If the required application documentation is not submitted, the application will not be considered unless and until all documentation is provided. Grant applications meeting the eligibility requirements will be presented to the Grant Review Committee, a three-person review committee, and evaluated on a competitive basis. Funding will be recommended for applications best meeting the program criteria stated below, based on funding availability. The DDB's Executive Director will review such recommendations. Those receiving funding approval will be required to enter into a grant agreement with the DDB. The DDB Executive Director is authorized to enter into such agreements on the DDB's behalf.

The DDB reserves the right to make an award for less than the amount requested by an applicant. The DDB may also deny a funding request at any time. Unauthorized use of the CRA/DDB's Downtown Orlando logo prior to funding approval does not guarantee funding.

### **EVALUATION CRITERIA**

The Committee will evaluate the applications based on the following criteria:

- **DDB Goals and Objectives:** Event implements and is consistent

with DDB goals and objectives as stated herein.

- **Experience:** History of successfully completing the requested event or a similar event(s) in the past.
- **Project Impact:** Number of anticipated attendees and past attendance numbers if the event occurred in past years, attendee profile (i.e. % local, % regional), degree to which event has been coordinated with surrounding businesses and community groups and degree to which they will benefit from the event, impact of the event on downtown Orlando's reputation as a destination.
- **Marketing Strategy and Plan:** Effectiveness of advertising and promotional plan, degree to which the organization comprehensively and innovatively promotes downtown Orlando as a destination.
- **Event Budget:** Complete and correct budget, percentage of amount requested v. total event budget, percentage of event budget funded by public financing, revenues to be retained by entity hosting event.

### **COMPLIANCE FOR FUNDING**

Event organizers must be in contact with the Community Redevelopment Agency & Downtown Development Board Marketing & Communications Manager to discuss sponsorship deliverables of the event and inclusion of the DDB/CRA logo in event materials no less than **45 days before the event** or the grant funds may not be provided.

The applicant will have **60 days from the completion of the event** to submit an Event Summary Form to the Downtown Development Board's Division Fiscal Manager. The summary must include all requested information, including proof of compliance with all conditions placed upon funding. Funds are released once the event has occurred, all conditions have been met, and the event summary form has been submitted and approved with corresponding invoices & proof of payment. An invoice for the amount awarded, on the organization's letterhead, along with a W9, will be required. If the deadlines are not met or the post-

event documentation is not submitted, funding will be forfeited.

Questions should be directed to [tiffany.stephens@downtownorlando.com](mailto:tiffany.stephens@downtownorlando.com)

**The Downtown Development Board reserves the right to revise the information published in these guidelines and the application form.**

**DOWNTOWN DEVELOPMENT BOARD (DDB)  
SPECIAL EVENTS GRANT PROGRAM  
FUNDING AGREEMENT**

**[Name of business]**

This AGREEMENT (hereinafter referred to as the “Agreement”), effective as of March 10, 2022 (“Effective Date”) is made and entered into by and between 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”) and \_\_\_\_\_, a Florida \_\_\_\_\_ (hereinafter referred to as “Grantee”), the principal address of which is \_\_\_\_\_, Orlando, Florida \_\_\_\_\_ (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**, 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**, the DDB has created the Special Events Grant Program (“Program”) to assist in achieving this objective and desires to have Grantee assist the DDB in fulfilling its goal of supporting a variety of events and opportunities within the DDB area; and

**WHEREAS**, Grantee is eligible for financial assistance pursuant to the Program because it is an eligible entity which is conducting (describe event) \_\_\_\_\_ (“Event”) within the Area which meets the criteria of the Program; and

**WHEREAS**, the DDB hereby awards funding in the total amount of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$ \_\_\_\_\_) to be provided to Grantee pursuant to and contingent upon the terms of this Agreement.

**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 the amount of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$ \_\_\_\_\_) (the “Funding”) for Event related costs permitted under the Program. Payments will be made directly

to the Grantee upon 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 have coordinated the marketing efforts for the Event with the Marketing and Communications Manager no less than 45 days prior to the Event.
- b. Grantee shall include the downtown Orlando logo ("Logo") in all promotion of the Event.
- c. Prior to the Event, Grantee shall provide the DDB evidence of the insurance required by Section 8 hereof.
- d. Grantee shall conduct the Event as proposed in its Program application.

4. Post Event Summary Report. Within sixty (60) days of the ending time of the Event, 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.

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 Event.

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 Event in a manner which would affect the amount of funding Grantee would be entitled to under the guidelines attached hereto as Exhibit "B" and incorporated herein by this reference.
- 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 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  
DDB Executive Director  
D Orlando City Hall  
400 S. Orange Ave.  
Orlando, Florida 32801

Grantee:

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 \_\_\_\_\_ and end on \_\_\_\_\_ (the 90<sup>th</sup> day following the end of the Event), unless this Agreement is terminated earlier.

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

[Name of business]

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 \_\_\_\_\_, 202\_\_\_\_, by \_\_\_\_\_, who is the \_\_\_\_\_ for [Name of Business], a Florida \_\_\_\_\_, and the Grantee. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

Print Name: \_\_\_\_\_

Commission Expires \_\_\_\_\_

Downtown Development Board

\_\_\_\_\_  
David Barilla

Executive Director

\_\_\_\_\_  
Date

# Orlando Farmers Market

## Policies and Procedures



*Adopted by the City of Orlando Downtown Development Board on  
August 28, 2024*

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# 2023 Orlando Farmers Market Policies and Procedures

## City of Orlando Downtown Development Board

### Overview

The following policies and procedures have been adopted by the Downtown Development Board (DDB) to support the safe and efficient functioning of the Orlando Farmers Market (Market), with the goal of creating an outstanding urban farmers market experience. The Market is overseen and operated by a qualified entity selected by the Downtown Development Board which serves as the Farmers Market Manager (Market Manager) for the benefit of the Market patrons as well as participating local farmers, food purveyors, and artisans (Vendors). The roles and responsibilities of the Market Manager and the Vendors is detailed in the following sections (I.-VII.) and is supplemented by market-related agreements.

### Location

The Market is generally located in the south-east area of Lake Eola Park. The actual location of the market may vary according to area conditions and operating requirements, as determined by the DDB and Market Manager.

## I. Roles and Responsibilities

### A. Farmers Market Manager

- i. The Farmers Market Manager, through its agreement with the DDB, is responsible for:
  - 1) Vendor recruitment and management;
  - 2) Vendor agreement execution and compliance;
  - 3) Market policies and procedures administration and enforcement;
  - 4) Approval of Market product types; and
  - 5) General Market access and operations including collection of fees, vending space assignment and management.
- ii. The Market Manager also serves as the Vendor and Market patron point of contact for questions and issues related to the Market and its operations. When issues arise that cannot be resolved by the Farmers Market Manager, the DDB Executive Director, or designee, shall provide decision-making authority.

### B. Farmers Market Vendor

Vendors are essential to the success and vibrancy of the Farmers Market and are required to comply with the terms of the Vendor Agreement, Market policies and procedures, as well as Farmers Market Manager direction. An approved Vendor is a Vendor which has successfully executed a Vendor Agreement, secured all required permits and insurance, operates an assigned vending space in a manner consistent with the Market Policies and Procedures, and sells Market Manager approved items.

### C. Downtown Development Board (DDB) Executive Director

The Executive Director represents the DDB and has the authority to make decisions and minor safety related changes concerning the Market and its operations, as well as delegate these responsibilities, particularly as detailed in the Policies and Procedures and related agreements.

## **II. General Market Operations**

### **A. Operating Days, Times, and Conditions**

The Market will be open to the public from 10 a.m. to 3 p.m. each Sunday. The Market is generally closed on the two (2) Sundays during which the Lake Eola Park Spring and Fall Fiesta events are held. The Market will also be closed on New Year's Day and/or Christmas Day when such holidays fall on a Sunday. The DDB Executive Director, or designee, retains the right to close the Market on any Sunday for any reason and does not guarantee any minimum number of weeks of operation. The Market Manager may adjust fees, as appropriate, with written permission of the DDB Executive Director, or designee. (See Section II. E.)

### **B. Permitted Product Categories and Prohibited Items**

- i. Product categories permitted to be sold at the Market are limited to plants and other garden related items, baked goods, produce, dry goods, seasonal items, art, jewelry, food concessions, pet related items, and handmade items.
- ii. The sale of resale items is not permitted. Other items may be prohibited as determined by the Market Manager and DDB Executive Director or designee. Alcohol sales are not permitted unless specifically authorized by the DDB.

### **C. Market Product Percentages**

- i. Market product percentage assignments are as follows by product category:
  - 1) Plants 5-15%
  - 2) Produce & fresh food items 20-25%
  - 3) Baked goods/prepared foods 30-40%
  - 4) Other 30-40%
- ii. The Market product percentages are intended to serve as guidance to the Market Manager to achieve a balanced merchandise mix of approved product categories. The Farmers Market Manager has the discretion to exceed, or be below, any product category percentage with the prior written approval of the DDB Executive Director or designee.

### **D. Annual Vendor Agreement, Required Product Approval and Waiting List**

- i. Each approved Vendor for which space is available must execute an annual Vendor Agreement providing a non-exclusive, revocable right to sell Market Manager approved items in a space at the Market. In no way does the Market Manager's approval constitute granting of an exclusive right to sell such items.
- ii. All items for sale must be approved, in writing, by the Market Manager at least 48 hours prior to the Market opening for operations. A Vendor that requests to sell Market Manager approved items, but for which space is not currently available, will be placed on a waiting list for space which may become available in the future.
- iii. Each approved Vendor must notify the Market Manager prior to any change of business ownership and operations, and consistent with direction by the Market Manager and will need to submit a new application and execute a new Vendor agreement based upon such change.

#### **E. Vending Space, Use License, Fees and Absenteeism**

- i. The general size of spaces available for use by Vendors are 10 ft. by 10 ft. or 10 ft. by 5 ft. The Market Manager determines where each approved Vendor is placed within the Market and may limit the number of spaces. (See Section IV for Vending Space Components). The Farmers Market Manager, with written permission from the DDB Executive Director, or designee, may increase or decrease the size of the Market in its sole discretion for reasons including, but not limited to, issues related to staffing, traffic, set-up/loading, and clean-up. No Vendor space is permanent and a Vendor's assigned space may be moved or reduced in size at any time by the Market Manager.
- ii. An approved Vendor has been granted a revocable license to use a Market space. The license may be terminated at any time, with or without cause, by the Farmers Market Manager or in certain cases by the DDB Executive Director or designee. In addition to the revocable license other permits may be required. (See Section V.)
- iii. The usage fee for a 10 ft. by 10 ft. or 10 ft. by 5 ft. size space is currently \$40.00 and is payable to the Downtown Development Board. Rental fees are due each Market Day (Sunday) consistent with payment requirements detailed in the Vendor agreement. If the Market is open for less than three hours, due to inclement weather or unsafe situation, the Market Manager may waive or reduce rental fees for such day.
- iv. Should a Vendor be absent from the Market without at least a week's notice to the Market Manager and more than two times in any quarter (three-month period), such Vendor's license to use space may be terminated.

### **III. Market Access and Back of House Requirements**

#### **A. Set-Up and Break-Down**

- i. Vendors utilizing trucks in excess of 1 ½ tons shall, after making prior arrangements with the Market Manager, unload first, between 7:00 a.m. and 8:00 a.m. Other Vendors will have from 8:00 a.m. until 9:30 a.m. each Sunday to load in for set up of the Vendor's space. No Vendor may enter the Farmers Market area to set up prior to 7:00 a.m. unless the Market Manager has approved such early entry to the Market.
- ii. All vending spaces must be completely set up, with allowable items (see Section II. B), to sell at 10:00 a.m. and must stay open with complete set up until 3:00 p.m. each week. Promptly at 3:00 p.m., Vendors must break down tables and tents and pack all supplies before leaving the Market. At all times, Vendor shall be responsible for their belongings, including items for sale.
- iii. When loading in, Vendors shall line up as directed by the Farmers Market Manager and wait to be escorted into the park by Market Manager, or approved Market escort, at times and locations specified by the Market Manager. All vehicles MUST WAIT until they are motioned to enter, escorted by one of the above-mentioned personnel. Whenever the vehicle is in motion within the park, moving either forwards or backwards, an escort must be within 12 feet of the vehicle to clear the path of park wildlife, Market staff, patrons, pets, and other Vendors. Vendors should drive no faster than walking speed, about 3 miles per hour.



## **B. Trash Management**

Vendors must bring heavy duty trash bags to bag their garbage, securing bags properly at the end of the day and leaving them at Market Manager designated collection sites or taking garbage with them at time of closing , along with cooking oil and waste, as directed by the Market Manager.

# **IV. Vending Space Components**

## **A. General Vending Space Requirements**

- i. Vendors are responsible for all set up materials including, but not limited to tables, tents, booths, tarps, umbrellas, chairs, signage and tablecloths. The Orlando Farmers Market does NOT require a tent but does require that all tables be covered by a cloth to the ground so no table legs show in front or the side.
- ii. All Vendors (including tented booths) are required to have a plastic drop cloth or tarp for possible sudden rain. Weights of thirty pounds, or such heavier weight required by the City or tent specifications, whichever is higher, are required to hold tents down. Failure to have proper weights may result in loss of vending privileges. At no time are stakes to be used to secure tents.
- iii. Vendors shall maintain their vending spaces in a neat, organized manner, free from clutter. Unless otherwise specified by the Market Manager, all tented booths within vending spaces must have a full rear wall. If two attached half walls are necessary, the Market Manager will advise Vendor in writing of such requirement.
- iv. Vending spaces shall not be left unattended to ensure Market and vending space safety and security.

## **B. Electrical Items and Generators**

- i. Electrical access is limited within the Market. If available, the Market Manager will work with Vendors desiring electrical access when such access is deemed necessary by the Market Manager.
- ii. Only small battery-operated fans or heaters, operated in a manner which prevents contact by others, may be used by Vendors.
- iii. With Market Manager written approval, quiet generator use is permitted for vending space operation at less than 60 dBA. A fully inspected and properly maintained fire extinguisher must be kept in the vending area at all times if a generator is being used. The generator must be protected and prevent contact by any person attending the Market, as well as free from contact with grass, wood chips, or any flammable or combustible material.

## **C. Sound Amplification Prohibition**

No sound amplification may be used by Vendors in their Vendor Space.

## **D. Signage**

Signage must be properly displayed with Vendor's business name on either an easel, an A-frame, or hung securely on a vending tent structure. Hand-written signs are only permitted on a dry eraser board or chalkboard. It is preferred that all signage is moisture proof. The

Market Manager has the right to ask a Vendor to change signage at any time to meet these requirements. Signs may not block safe pedestrian movement, and no signs can be placed outside the vending area without permission of the Market Manager.

## **V. Regulatory Requirements, Professional Conduct, and Other Requirements**

### **A. Business Tax Receipts and State Regulation Requirements**

- i. City and County business tax receipts (BTRs) are required to operate at the Market and must be provided to the Market Manager at time of execution of the Vendor Agreement. Vendors shall comply with all laws and regulations and maintain all other appropriate City and State licenses for their type of goods or food products and have all applicable licenses in their space at all times.
- ii. Food vendors must be properly licensed with the State of Florida Department of Agriculture and/or Department of Business and Professional Regulation-Hotel & Restaurant Divisions, as applicable. Additionally, food Vendors must comply with all laws and regulations related to food service.

### **B. Sales Tax**

Sales tax, when required by the State, is the responsibility of the Vendor.

### **C. Vendor Activities including Safety and Professional Appearance**

- i. Vendors shall conduct themselves in a courteous and professional manner with other Vendors, Market personnel, Market patrons and the Public.
- ii. If any health emergency, security issue or conflict arises, the Vendor shall immediately contact the Market Manager and on-site security, including Orlando Police Department.
- iii. Vendors, their employees, representatives, or anyone allowed in Vendor space area, shall not smoke, including vapor cigarettes.
- iv. Vendors and their employees or representatives may not drink alcohol at the Market, including during drop off and pick up time periods.
- v. Vendors must maintain a professional appearance while working at the Market, including having clean hair, fingernails, and clothing during all periods of work at the Market. Vendors and their employees or representatives must wear appropriate footwear at all times. Also, all food Vendors must have a functioning fire extinguisher within their vending space at all times.
- vi. Hair nets, head bands, beard nets, caps or other effective hair restraints must be worn by all persons engaged in the preparation and service of food to keep hair from food and food-contact surfaces. Food service personnel are required to wear shirts with sleeves. Additionally, food vending spaces must have hand wash sinks and plastic gloves must be used. No children under the age of 16 years are permitted in vending spaces in which cooking occurs.
- vii. For safety reasons, no pets or other animals shall be permitted within vending spaces. Additionally, no child under the age of 14 years is permitted in any vending space at any time.

- viii. Vendors shall have a plastic drop cloth or impermeable tarp in their Vendor Space at all times to use to cover merchandise in case of rain. All spaces with food or beverage vending must have tarp(s) fully covering the vending area ground to safeguard against contamination.
- ix. Due to the possible negative impact to the health and safety to the public and Market patrons and the desire to create a superior urban farmers market, violation of the above requirements may result in immediate expulsion from the Market and permanent loss of vending privileges.

## **VI. Photographs/Video/Logos**

- i. By Vendor's operation at the Market, Vendor consents to the Manager's, City's, and DDB's right to photograph, video, or otherwise capture images of any Vendor or Vendor booth and space for the use of advertising or promotion of the Market. All images will become the property of DDB and the City.
- ii. Orlando Farmers Market, City of Orlando, and Downtown Development Board logos and images may not be used for any purpose without the written consent of the DDB Executive Director or designee.

## **VII. Enforcement of Rules**

Violation of any laws, Park rules, general public safety rules, or Market policy by Vendor or Vendor's staff or any exhibition of improper behavior may result in termination of the license to use space. Vendors shall generally be given a written warning from the Market Manager of any such violation and two written warnings will constitute immediate termination.