



DDB

MEETING NOTICE

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

Welcome,

We are glad you have joined us for the July 31, 2024 Downtown Development Board meeting. If you are not on the agenda and would like to speak at the meeting and address the Board, please fill out an appearance request form and hand it to the Board Secretary. The Board is pleased to hear all non-repetitive public comment. Large groups are requested to name a spokesperson. When you are recognized, state your name and address, direct all your remarks to the Board and limit your comments to 3 minutes per item or as set during the meeting.

Written public comment must include your name, address, phone number, and topic. Comments are limited to a maximum of 700 words per item. To submit written public comment, select one of the following options: (1) complete an online comment form on orlando.gov/publiccomments, (2) email to publiccomments@orlando.gov, (3) mail to City Clerk, Public Comment 400 South Orange Avenue, Orlando, FL, 32801, or (4) drop off to the 1st floor Security Station at City Hall. Written public comments received 24 hours in advance of the meeting are distributed to the Board and attached to the related agenda item for public viewing.

Note: Comments that do not include the required information will not be distributed or attached to the agenda. All comments received are public record.

AGENDA

1. Call Meeting to Order
2. Roll Call
3. Election of Officers
4. Approval of Minutes
 - a. June 12, 2024 – Downtown Development Board Meeting
5. Executive Director’s Report – David Barilla, Executive Director
6. Public Comment
7. New Business
 - a. Downtown for the Holidays Sponsorship Agreements – Kelly Allen, Marketing and Communications Manager
8. Date of Next Meeting
9. 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, Vice Chair
Kimberly Stewart
Rachel Moalli
Steve Garrity

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

DATE: July 31, 2024

SUBJECT: Agenda items to be considered at the Downtown Development Board Meeting for July 31, 2024.

Election of Officers:**Approval of Minutes:**

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the June 12, 2024 Downtown Development Board Meeting.

Executive Director's Report – David Barilla, Executive Director**Public Comment:****New Business:****a. Downtown for the Holidays Sponsorship Agreements – Kelly Allen, Marketing and Communications Manager**

There is no more festive time of the year to experience downtown Orlando than the holiday season. All month long, the Downtown Development Board (DDB) invites residents and visitors to Downtown for the Holidays for family-friendly holiday events and activities for all ages to enjoy, furthering the DDB's continued commitment to providing a wide variety of entertainment and festivities for everyone.

In 2024, the DDB welcomes the opportunity for sponsorship for Downtown for the Holidays to offset costs and has promoted such opportunity to the community. Sponsors will not only gain valuable exposure to the diverse holiday audience but also demonstrate their commitment to supporting the local community and enhancing the holiday experience for all. Benefits may include prominent logo placement, exclusive branding opportunities, VIP experiences, and promotion across our channels.

We look forward to the possibility of collaborating with sponsors and making this holiday season truly unforgettable.

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 attached form Downtown For The Holidays Sponsorship Agreement and authorize the DDB Executive Director to negotiate and execute Sponsorship Agreements with sponsors in substantially the same form, with such agreements subject to the review and approval of the City Attorney's Office.

Date of Next Meeting:

- a. A workshop of the Downtown Development Board and Community Redevelopment Agency Advisory Board will be held on Wednesday, August 21, 2024 at 12:00 p.m. in the Veterans Conference Room
- b. The next Downtown Development Board Meeting will be held Wednesday, August 28, 2024 at 3:00 p.m. in the Veterans Conference Room.

Adjournment

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

DOWNTOWN FOR THE HOLIDAYS
SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the “Agreement”) is entered into effective the ___ day of ___ and between the City of Orlando’s Downtown Development Board (DDB) and _____ (the “Sponsor”) related to the 2024 Downtown for the Holidays event.

WHEREAS, the DDB is conducting the Downtown for the Holidays event at Lake Eola Park during the month of December; and

WHEREAS, the Sponsor desires to identify itself as an official sponsor of the _____ portion of the Downtown for the Holidays event and receive sponsorship recognition rights as provided in this Agreement in exchange for the sponsorship payment described herein.

NOW, THEREFORE, in consideration of good and valuable consideration received and acknowledged to be adequate, DDB and Sponsor agree as follows:

1. Sponsorship Recognition and Deliverables.

a. Non-Exclusive Sponsorship. Sponsor’s sponsorship of the _____ component of the Downtown for the Holidays event is non-exclusive. (If exclusive add the following sentences; The sponsorship is exclusive solely for the _____ portion of the Downtown for the Holidays event. The rest of the components as well as the overall Downtown for the Holidays event may have additional sponsors. Sponsor recognizes that the DDB, the Community Redevelopment Agency, and the City of Orlando are sponsors for all components as well as the overall Downtown for the Holidays event.)

b. Sponsorship Recognition and Deliverables. In exchange for the Sponsorship Payment set forth in Section 2 below, DDB will provide the following recognition/deliverables _____ for _____ the sponsorship _____

_____ (“Sponsorship Deliverables”).
<List to be included in each agreement based on sponsorship level and will list any deliverables specific to sponsor > No Sponsorship Deliverable may state or imply that DDB endorses a particular company, organization, or any other entity, or good or service, including Sponsor or Sponsor’s goods or services. Additionally, Sponsor will not have the right to display a message in Sponsorship Deliverables that contains a comparative or qualitative description of Sponsor’s goods or services, price information about Sponsor’s goods or services, or any other message that is a call to action related to Sponsor’s goods or services.

c. Sponsorship Materials. Sponsor shall provide the DDB with all necessary materials for creation of the Sponsorship Deliverables, including Sponsor’s logo in _____ format. Sponsor acknowledges that if such materials are not submitted by _____ (date) _____, the promotional materials may not be guaranteed. (Pick which applies to).

- d. Sponsor Marks. Sponsor grants to DDB a non-transferrable, non-exclusive, non-sublicensable, revocable license to use, copy, and display the marks (“Sponsor Marks”) as provided to the DDB pursuant to section 1(c) above for the purposes set forth in this Agreement.

2. Sponsorship Payment. In consideration for the rights granted under this Agreement, Sponsor will pay to the DDB in the amount of [REDACTED]. Such payment will be made in one installment by [REDACTED] (date-default is August 16, 2024). Payment will be made payable to the Downtown Development Board and shall be delivered to: Tiffany Stephens, DDB Division Fiscal Manager, 400 South Orange Avenue, Orlando, Florida 32801. Failure to pay the Sponsorship Payment by the date specified will constitute a breach of this Agreement. In the event of such breach, DDB may exercise all legal rights and remedies and immediately suspend all future Sponsorship Recognition and Deliverables under this Agreement.

3. Indemnification. Sponsor will indemnify, defend and hold DDB and its employees, agents and appointed officials, harmless 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 Sponsor, its employees, officers, directors, or agents related to this Agreement; (2) claims by third parties of infringement or other violations of intellectual property rights arising out of Client’s use of Sponsor Marks in accordance with this Agreement; or (3) the mere existence of this Agreement itself.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

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, Downtown Development Board
Orlando City Hall
400 S. Orange Ave.
Orlando, Florida 32801

Sponsor: _____

10. Assignment. This Agreement, including the rights under it, may not be assigned or transferred by Sponsor, nor may DDB be required to provide Sponsorship Recognition of any entity other than Sponsor.

11. Term; Termination.

a. Term. The term of this Agreement shall commence upon execution by the last party and end on January 6, 2025, unless this Agreement is terminated earlier by the DDB pursuant to subsection (b) below.

b. DDB's Right to Terminate For Event Cancellation. DDB may immediately terminate this Agreement upon written notice to Sponsor should the DDB determine that the Downtown for the Holidays event is not occurring. In such instance, Sponsor shall be relieved of its obligation to make the Sponsorship Payment or be refunded such Sponsorship Payment if already paid to the DDB.

12. Counterparts. This Agreement may be executed in counterparts, each of which when executed and delivered will constitute an original of this Agreement, but all the counterparts will together constitute the same agreement, provided that each party has executed at least one counterpart.

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

signatures on next page

Sponsor

By: _____

Print Name: _____

Title: _____

Date: _____

Downtown Development Board

David Barilla
Executive Director

Date