



**COUNTY ATTORNEY'S OFFICE**  
**JEFFREY J. NEWTON, County Attorney**

201 South Rosalind Avenue ■ 3rd Floor  
Reply To: Post Office Box 1393  
Orlando, FL 32802-1393  
407-836-7320 ■ Fax 407-836-5888  
http://www.ocfl.net

SEE MINUTES  
FOR MOTION  
FEB 10 2015 Killip

**TO:** Mayor Teresa Jacobs  
and  
County Commissioners

**FROM:** Jeffrey J. Newton, County Attorney  
Lila I. McHenry, Sr. Assistant County Attorney  
**Contact: (407) 836-7320**

**DATE:** January 30, 2015

**RE:** Consent Agenda – February 10, 2015  
Fourth Addendum to Tourism Promotion Agreement with Visit Orlando

**BACKGROUND**

On October 23, 2013, the Board authorized up to \$500,000 annually for the next five years in additional Tourist Development Tax funding for increased marketing and promotion of Orange County venues for major sporting events through an addendum to the County's agreement with Visit Orlando. The agreement, the Third Addendum, contemplates that Visit Orlando will use the funds to enter into contractual arrangements with other local organizations to attract sporting events to Orange County venues with an emphasis on non-peak tourism months.

The attached Fourth Addendum:

- Provides an allocation of these sports funds between the Central Florida Sports Commission (CFSC) and Florida Citrus Sports Association (FCSA) over the five year period;
- Authorizes up to \$150,000 of the annual sports funding for administrative expenses of as well as quarterly advances to the CFSC; and
- Allows annual advances to FCSA to attract an NCAA collegiate football season kick-off event to the Citrus Bowl.

If you have any questions, please contact Senior Assistant County Attorney Lila McHenry at (407) 836-7320.

**BOARD ACTION REQUESTED:**

Approval of Fourth Addendum to 2007 Tourism Promotion Agreement between Orange County, Florida and Orlando/Orange County Convention & Visitors Bureau, Inc.

- c: Ajit Lalchandani, County Administrator  
Eric Gassman, Deputy County Administrator  
Kathie Canning, Executive Director, Orange County Convention Center

Deputy County Attorney  
Joel D. Prinsell

Senior Assistant County Attorneys

Lila McHenry  
Edward M. Chew

Assistant County Attorneys

Roberta Alfonso  
Anthony Cotter  
Whitney E. Evers  
Wanzo Galloway, Jr.  
Georgiana Holmes  
Katherine W. Latorre  
Peter A. Lichtman  
Sawsan Mohiuddin  
Scott Shevenell  
William Turner

Legal Administrative Supervisor

Anna M. Caban

Senior Paralegal  
Kimberly Cundiff

Paralegals  
Cathy Saravanja, CP  
Maria Vargas, ACP

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
FEB 10 2015 KHNP

**FOURTH ADDENDUM  
TO  
2007 TOURISM PROMOTION AGREEMENT  
*between*  
ORANGE COUNTY, FLORIDA  
*and*  
ORLANDO/ORANGE COUNTY CONVENTION  
& VISITORS BUREAU, INC.**

This **FOURTH ADDENDUM TO 2007 TOURISM PROMOTION AGREEMENT** (this “Fourth Addendum”) amends and modifies that certain “Orange County, Florida and Orlando/Orange County Convention & Visitors Bureau, Inc. 2007 Tourism Promotion Agreement,” dated September 11, 2007, as amended on April 28, 2009, July 31, 2012 and October 22, 2013 (the “Agreement”) by and between **Orange County, Florida**, a charter county and political subdivision existing under the laws and Constitution of the State of Florida (the “County”) and the **Orlando/Orange County Convention & Visitors Bureau, Inc.**, a Florida not-for-profit corporation, currently doing business as **Visit Orlando** (“Visit Orlando”). This addendum will be effective as of the date of the previous addendum, October 22, 2013.

**PREMISES:**

- A. The County and Visit Orlando have heretofore entered into the Agreement in order to provide funding to enable Visit Orlando to promote and market tourism in Orange County; and
- B. On October 22, 2013, the Orange County Board of County Commissioners (the “Board”) authorized additional funding under the Tourist Development Plan for advertising and promotion efforts emphasizing Central and South American tourism markets and increased marketing and promotion of Orange County venues for major sporting events; and
- C. The County and Visit Orlando now wish to amend the Agreement to set forth certain parameters for expenditure of such additional funding for sporting events, as more particularly set forth herein; and
- D. Pursuant to Section 4.4 of the Agreement, amendments thereto may be made by written instrument expressly approved by the Board and duly executed by both the County and Visit Orlando.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the parties hereto agree as follows:

**Section 1. Defined Terms.** Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

**Section 2. Premises Incorporated by Reference; Form of Amendments.** The premises hereof are incorporated in this Fourth Addendum by reference as if they were made a part hereof. Throughout this Fourth Addendum, additions to the language of the Agreement are shown with underlining and deletions are shown with ~~striketroughs~~.

**Section 3. Amendment to Section 2.2.3 “Restriction on Use of Additional Advertising Funds”.** Section 2.2.3 is hereby amended as follows:

2.2.3 Visit Orlando agrees that Sports Funds shall be expended only for costs of marketing initiatives and promotional campaigns, ~~and programs and incentives to~~ attract sporting events to Orange County venues and promoting the Orange County area as a major sporting event destination, including the Citrus Bowl and other sports venues located or to be located in Orange County, with an emphasis on booking major events during historically non-peak tourism months. Sports Funds may be expended for marketing initiatives, campaigns and promotions in various media including digital platforms and business development efforts that specifically benefit Orange County as a sporting event and travel destination. Visit Orlando and the County anticipate providing for sports-relating marketing, programs and promotions and incentives through contractual arrangements with the Central Florida Sports Commission (hereinafter the “CFSC”) and the Florida Citrus Sports Association, or its affiliate, (hereinafter the “FCSA”) as contemplated on the attached schedule attached hereto and incorporated herein as Exhibit A. Visit Orlando may also utilize contractual arrangements with other organizations. Sports Funds shall be separately accounted for in the same manner as Additional Advertising Funds ~~and subject to the same restrictions~~. Sports Funds shall not be used for administrative expenses for Visit Orlando, FCSA or ~~the~~ CFSC, including but not limited to general overhead expenses, ~~general expenses of maintaining websites,~~ executive or officer salaries, bonuses or other executive compensation or benefits, except as discussed below. Notwithstanding the foregoing, Visit Orlando is authorized to fund administrative expenses of CFSC provided such payments do not exceed \$150,000 per year. Sports Funds shall be subject to the same limitations on the use of Additional Advertising Funds for the promotion of destinations outside of Orange County, Florida as are set forth in 2.2.1 above. For each year that Sports Funds are to be payable hereunder, Visit Orlando shall prepare a report to the TDC and Orange County on its proposed use of Sports Funds and shall similarly report the use of such funds and the results of such campaigns at the conclusion of each such year.

**Section 4. Amendment to Section 2.3.10 “Performance Standards; Strategic Plan; Scope of Services”.** Section 2.3.10 is hereby amended as follows:

2.3.10 Visit Orlando shall work with partners to enhance programs or develop new marketing programs. Visit Orlando shall make appropriate funding available for use by the CFSC Central Florida Sports Commission and the FCSA provided that all such Sports Funds made available are determined by Visit Orlando to be used for marketing, promotions or incentives described in Section 2.2.3 hereof and determined to be appropriate expenditures of Tax revenues for the purpose of attracting major sporting events to Orange County with an emphasis on historically non-peak tourism months. Visit Orlando shall disburse, and oversee expenditures of, Sports Funds consistent with the Oversight and Accountability provisions set forth herein to ensure the responsible use of Orange County’s Tax funds for the benefit of the Orange County community, the tourism industry and the Orange County economy.

Visit Orlando may, pursuant to an agreement with FCSA, advance Sports Funds, to the extent available, in annual installments for the purpose of attracting NCAA collegiate football events to the Citrus Bowl expected to promote tourism during historically non-peak tourism months.

Visit Orlando may, pursuant to an agreement with CFSC, advance Sport Funds, to the extent available, in quarterly installments to CFSC provided that Visit Orlando shall have first developed parameters in cooperation with CFSC which:

- 2.3.10.1 establish baseline historical performance of sports marketing efforts in Central Florida;
- 2.3.10.2 set forth metrics to be used in evaluating achievement of marketing goals;
- 2.3.10.3 include specific and regular identification of potential events and future business to be gained through strategic use of Sports Funds;
- 2.3.10.4 require regularly scheduled communication and reporting to identify upcoming travel, trade shows, proposals, planned marketing activities and updates on outcomes;
- 2.3.10.5 facilitate participation and joint use of resources between Visit Orlando and CFSC;
- 2.3.10.6 provide for mutual cooperation in Visit Orlando’s reporting and presentations to the Tourist Development Council and County regarding the proposed and actual expenditure of Sports Funds as required by Section 2.3.3 hereof;
- 2.3.10.7 require detailed and separate accounting for all expenditures of Sports Funds; and

2.3.10.8 provide Visit Orlando with sufficient documentation of expenditures requested by CFSC to be paid by funds under this Agreement to enable Visit Orlando to monitor and ensure use of Sports Funds consistent with and as contemplated by the County's Tourist Development Plan and Florida law.

**Section 5. Agreement.** All other terms, conditions and obligations of the County and Visit Orlando arising from the Agreement shall remain unaltered and in full force and effect.

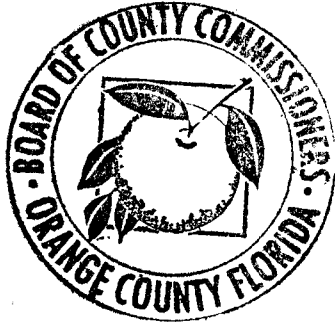
**Section 6. No Waiver.** Nothing contained in this Fourth Addendum, waives any covenant or other default or any event that would become a default with the passage of time or the giving of notice, under the Agreement.

**Section 7. Severability.** The provisions of this Fourth Addendum are declared by the parties to be severable. However, the material provisions of the Agreement, as amended hereby, are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Fourth Addendum. Therefore, should any material term, provision, covenant or condition of this Fourth Addendum or the Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the litigation.

**Section 8. Governing Law; Venue.** This Fourth Addendum shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any action arising out of or related to this Fourth Addendum shall be in Orange County, Florida.

**Section 9. Headings.** The headings or captions of sections or paragraphs used in this Fourth Addendum are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Fourth Addendum.

WHEREFORE, this Fourth Addendum is entered into as of the date and year first above written.



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

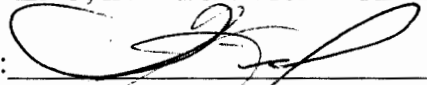
By: *Teresa Jacobs*  
Teresa Jacobs  
County Mayor

Date: 2.12.15

ATTEST: Martha O. Haynie, County Comptroller  
As Clerk to the Board of County Commissioners

By: *Katie Smith*  
Deputy Clerk

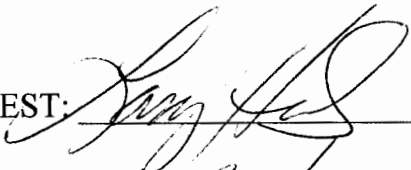
ORLANDO/ORANGE COUNTY  
CONVENTION & VISITORS  
BUREAU, INC. d/b/a VISIT ORLANDO

BY: 

NAME: GEORGE AGUEL

TITLE: PRES./CEO

DATE: 2.5.15

ATTEST:   
TITLE: COO/CEO

**EXHIBIT A**  
**Schedule of Anticipated Sports Promotion Funding Allocation**  
**pursuant to**  
**Fourth Addendum to**  
**2007 Tourism Promotion Agreement**  
**Orlando/Orange County Convention & Visitors Bureau**

<b>Fiscal Year</b>	<b>Florida Citrus Sports*</b>	<b>Central Florida Sports Commission</b>	<b>Total</b>
<b>FY14</b>	<b>\$275,000</b>	<b>\$225,000</b>	<b>\$500,000</b>
<b>FY15</b>	<b>\$281,500</b>	<b>\$218,500</b>	<b>\$500,000</b>
<b>FY16</b>	<b>\$281,500</b>	<b>\$218,500</b>	<b>\$500,000</b>
<b>FY17</b>	<b>\$281,000</b>	<b>\$219,000</b>	<b>\$500,000</b>
<b>FY18</b>	<b>\$281,000</b>	<b>\$219,000</b>	<b>\$500,000</b>
<b>Total</b>	<b>\$1,400,000</b>	<b>\$1,100,000</b>	<b>\$2,500,000</b>

\*For NCAA neutral-site "Kick-Off" games for the years 2016, 2017, 2018 and 2019 in the amount of \$350,000 each year to be paid at such time as determined by Visit Orlando.