



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

SEE MINUTES
FOR MOTION

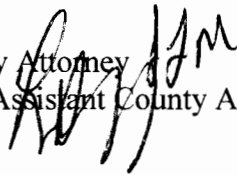
BCC Mtg. Date: Jun. 28, 2016

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Consent Agenda Item

MEMORANDUM

TO: Mayor Teresa Jacobs
and
County Commissioners

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

DATE: June 13, 2016

RE: **Consent Agenda Item for Board Meeting on June 28, 2016**
Approval of Fifth Addendum to 2007 Tourism Promotion Agreement
between Orange County, Florida and Orlando/Orange County
Convention & Visitors Bureau, Inc.

I. EXPLANATION & SUMMARY:

On May 13, 2016, the Orange County Tourist Development Council approved a request by Florida Citrus Sports for Tourist Development Tax funding to provide National Football League ("NFL") incentive payments for the NFL Pro Bowl to be played in the Camping World Stadium in Orlando, Florida in the years 2017, 2018 and 2019 contingent on the award by the NFL of the Pro Bowl to Orlando, Florida. On June 1, 2016, the NFL announced that Orlando had secured the right to host the NFL Pro Bowl Game, in those years. The NFL Pro Bowl funding agreement awarding one million dollars (\$1,000,000) per year to Florida Citrus Sports for NFL incentive payments for the 2017, 2018 and 2019 Pro Bowl is currently on the June 28th Consent Agenda.

In order to supplement the above NFL incentive payment for 2017 and in order to complete its NFL incentive payment obligations, Florida Citrus Sports has requested that Visit Orlando reallocate a portion of the \$500,000 annual sports funding previously added to the Tourist Development Plan. This priority is overseen by Visit Orlando pursuant to the Fourth Addendum to the 2007 Tourism Promotion Agreement. The attached Fifth Addendum reallocates \$350,000 of those funds for the 2017 NFL Pro Bowl.

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June 13, 2016
Re: Consent Agenda Item (June 28, 2016)
NFL Pro Bowl Agreement 5th Addendum
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A public hearing on an ordinance amending the Tourist Development Plan to authorize TDT funding for incentive payments for the NFL Pro Bowl for the years 2017, 2018 and 2019 is scheduled for the afternoon of June 28, 2016.

This Fifth Addendum will be pulled from the consent agenda for consideration at the conclusion of the public hearing on the TDT Plan amendment ordinance.

**II. ACTION REQUESTED: Approval and execution of Fifth Addendum to
2007 Tourism Promotion Agreement between
Orange County, Florida and Orlando/Orange
County Convention & Visitors Bureau, Inc.**

Attachments (2 originals of the Agreement)

c: Ajit Lalchandani, County Administrator
Jeffrey J. Newton, County Attorney
Eric Gassman, Deputy County Administrator
Fred Winterkamp, Manager, Fiscal and Business Services Division

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

This **FIFTH ADDENDUM TO 2007 TOURISM PROMOTION AGREEMENT** (this “Fifth 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 previously amended on April 28, 2009, July 31, 2012, October 22, 2013, and February 10, 2015 (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”).

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 increased marketing and promotion of Orange County venues for major sporting events; and
- C. On February 10, 2015, the Board amended the Agreement to allocate the Sports funding between Florida Citrus Sports for NCAA neutral site “kick-off” games and to The Central Florida Sports Commission; and
- D. The County and Visit Orlando now wish to amend the Agreement to reallocate a certain amount of the Sports Funds, as such term is defined therein, previously allocated for the 2017 NCAA “Kick-Off” Game to be applied towards a host incentive payment to the National Football League (“NFL”) for the 2017 NFL Pro Bowl to be staged at the Camping World Stadium in Orlando, previously known as the Citrus Bowl; and
- E. 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. The premises hereof are incorporated in this Fifth Addendum by reference as if they were made a part hereof.

Section 3. Amendment to Exhibit A. Exhibit A to the Fourth Addendum to the Agreement entitled "*Schedule of Anticipated Sports Promotion Funding Allocation*" is hereby superceded and replaced with the revised "**Exhibit A**" attached hereto and incorporated herein by reference. Such revised Exhibit A reflects the deletion of the NCAA Kick-Off Game for the year 2017 and the reallocation of funds for such event to the 2017 NFL Pro Bowl.

Section 4. 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 5. No Waiver. Nothing contained in this Fifth 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 6. Severability. The provisions of this Fifth 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 Fifth Addendum. Therefore, should any material term, provision, covenant or condition of this Fifth 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 7. Governing Law; Venue. This Fifth 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 Fifth Addendum shall be in Orange County, Florida.

Section 9. Headings. The headings or captions of sections or paragraphs used in this Fifth 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 Fifth Addendum.

WHEREFORE, this Fifth Addendum is entered into as of the date of last execution by the parties below.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 6.29.16

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: *Larry Henrichs*

NAME: Larry Henrichs

TITLE: COO / CFO

DATE: 6/15/16

ATTEST: *Rachel Scott*

TITLE: executive asst.

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

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

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