

THIRD AMENDMENT TO
ORANGE COUNTY, FLORIDA
AND
ORLANDO/ORANGE COUNTY CONVENTION
& VISITORS BUREAU, INC.
TOURISM PROMOTION AGREEMENT

This Third Amendment to Tourism Promotion Agreement (the "Third Amendment") is entered into by and between the Orlando/Orange County Convention & Visitors Bureau, Inc., a Florida not-for-profit corporation ("Visit Orlando") and Orange County, a charter county and political subdivision of the State of Florida, with its principal mailing address at c/o Orange County Administrator, P.O. Box 1393, Orlando, Florida 32802-1393 ("County").

WITNESSETH:

WHEREAS, County and Visit Orlando entered into that certain Tourism Promotion Agreement effective as of October 1, 2019, and approved by the Orange County Board of County Commissioners (the "Board") on October 22, 2019, whereby Visit Orlando would continue to provide tourism, convention, group meeting, and trade show promotion services, as well as incentivizing athletic events to be held in Orange County venues (the "2019 Agreement"); and

WHEREAS, the 2019 Agreement was subsequently amended by that certain First Amendment to Tourism Promotion Agreement effective as of March 26, 2024 ("First Amendment"), and that certain Second Amendment to Tourism Promotion Agreement effective as of May 21, 2024 ("Second Amendment" and together with the First Amendment and the 2019 Agreement, the "Agreement"); and

WHEREAS, in July of 2025, the Orange County Comptroller's office ("Comptroller") issued an audit of Visit Orlando's compliance with the 2019 Agreement; and

WHEREAS, following board discussion at the August 26, 2025, Board meeting, the Mayor directed staff to work with Visit Orlando and the Comptroller to, among other things, enter into discussions regarding clarifications needed to the Agreement as a result of the audit; and

WHEREAS, the parties have, in good faith, held such discussions and agreed upon certain amendments to the Agreement and desire to enter into this Third Amendment to memorialize such amendments.

NOW, THEREFORE, in consideration of these premises, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Visit Orlando and County hereby agree as follows:

1. **RECITALS.** The above recitals are true and correct and are hereby incorporated as a material part of this Third Amendment by this reference.

2. **AMENDMENTS TO AGREEMENT.** Unless otherwise set forth below, the provisions of the Agreement shall be amended as follows with additions being underlined and deletions being ~~struck through~~:

A. Subsection 1.2 shall be amended as follows:

Section 1.2. *Meetings & Convention Sales and Marketing Funds.*

For the calendar year commencing January 1, 2020, a minimum of \$12,800,000 shall be allocated for meetings and convention sales and marketing and reflected in Visit Orlando's annual budget. For subsequent calendar years during the term of this Agreement, ~~prior to September 30st of each year,~~ following the date of the Third Amendment to this Agreement, the Parties will annually, prior to December 15 of each year, mutually agree on the amount of total funds needed for meeting and convention sales and marketing for the upcoming calendar year. Visit Orlando will consult with OCCC Executive Director or designee on all Convention Center Sales and Marketing plans and additionally consult with key hospitality industry partners. Visit Orlando shall submit to the OCCC Executive Director a comprehensive and fully integrated meetings and convention marketing plan and budget draft (collectively the "Work Plan," as an integral component of Visit Orlando's obligations pursuant to Subsections 2.2.1 and 2.3.3 of this Agreement) for the upcoming calendar year. The funds allocated to implement the Work Plan shall be referred to as "Work Plan Funds." If the OCCC Executive Director does not notify Visit Orlando of any concerns with the sales and marketing plan related to the OCCC by ~~October 31st~~ December 15th of each such year,

approval shall be assumed by both parties. In the event the OCCC Executive Director provides Visit Orlando notification of disapproval of any portion of the Work Plan related to the OCCC (with specificity as to reason for disapproval) on or prior to ~~October 31st~~ December 15th, Visit Orlando shall work with the OCCC Executive Director to address and resolve those issues causing the disapproval. In the event that causes of disapproval shall not have been resolved by ~~November 30~~ January 15th of any such year, then the Parties agree to meet with the County Administrator or Deputy County Administrator (for purposes of this Agreement, "County Administrator" shall hereinafter mean either the County Administrator or Deputy County Administrator) and the Visit Orlando Board of Directors Chair to resolve the concerns.

B. Subsection 2.1 shall be amended as follows:

2.1 Compliance with Florida law and this Agreement.

2.1 Compliance with Florida law and this Agreement. Visit Orlando expressly represents and warrants to the County that all funds received under Subsection 1.1 hereof shall only be expended in accordance with Section 125.0104(5)(a) Florida Statutes, the Tourist Development Plan and the provisions of this Agreement. That portion of funds attributable to the Sixth Cent Ordinance shall only be expended pursuant to Section 125.0104(3)(n)2, Florida Statutes, the Sixth Cent Ordinance and the provisions of this Agreement. In addition, Sports Incentive Funds shall only be expended pursuant to the provisions of Section 2.2.3 of this Agreement. ~~In addition, Visit Orlando will treat reimbursements from advertising partners for cooperative marketing, promotional, and advertising opportunities (co-ops) or similar arrangements, where the Tax was used to cover the cost of the program as being subject to all restrictions and all requirements of this Agreement applicable to Tax funds and will provide reporting for these expenditures/ reimbursements in a format acceptable to the County, whenever Visit Orlando uses Tax funds to pay all or part of the expenses for an event or activity, Visit Orlando must classify a proportionate share of any revenue generated from that event or activity as Tax funds ("Revenue Reclassification"). The proportionate share shall be calculated based on the percentage of Tax funds used relative to the total cost of the event or activity. All revenue classified through this Revenue Reclassification process will be subject to the same restrictions, requirements, and reporting obligations that apply to Tax funds under this Agreement. Visit Orlando must report these reclassified revenues and related expenditures in a format acceptable to the County. In addition, if Visit Orlando receives reimbursement from any grant, funding program, or third-party source for expenditures that were originally paid using Tax funds, all such reimbursed amounts shall be classified as Tax funds upon receipt. These reimbursed amounts shall be subject to all restrictions, requirements, and reporting obligations applicable to Tax funds under this Agreement. Visit Orlando shall identify and report all such reimbursements to the County in a format acceptable to the County.~~

Within sixty (60) days of the effective date of the Third Amendment to this agreement, Visit Orlando will develop, implement, and maintain written Standard Operating Procedures (“SOPs”) governing the handling, calculation, and processing of all Revenue Reclassification. All reclassifications must be completed in accordance with these SOPs. In addition, Visit Orlando will develop, implement, and maintain written SOPs governing reimbursement of overhead costs paid with Tax Funds for non-eligible Tax-Funded salaries and expenses, and for determining return on investment of Tax funds spent. Visit Orlando shall submit a draft of such SOPs to the County, via the County Administrator, and allow thirty (30) days for the County’s review and approval, or such longer period of time that the parties may agree upon. Following the County’s Approval, Visit Orlando shall formally adopt such SOPs at a meeting of the Executive Committee and document such adoption in the minutes of said meeting. Within fifteen (15) days of adoption of such SOPs, Visit Orlando shall furnish copies of the SOPs, and the minutes of the meeting at which they were adopted or an officer's certificate confirming the adoption of such SOPs at such meeting, to the County Administrator and the Orange County Comptroller. Following adoption of the SOPs, any material amendments thereto shall be provided to the County Administrator and the County Administrator shall have thirty (30) days, or such longer period of time as the parties may agree upon, to review and approve such amendments, or provide the County’s feedback to Visit Orlando. Upon approval by the County, such amendments may be adopted by Visit Orlando following the process set forth hereinabove with respect to SOPs.

* * *

C. Section 2.2.1 shall be amended as follows:

2.2.1 *Meetings and Convention Sales and Marketing Expenditures.*

* * *

During any given year throughout the Term of this Agreement, unspent ~~Meetings and Convention Sales and Marketing funds~~ Work Plan Funds sourced from the Tax shall ~~roll into the following fiscal year and retain the same usage restrictions~~ remain as Work Plan Funds unless the County Administrator shall have provided advance written approval for other uses authorized under this Agreement. At the end of each year, any unspent Work Plan Funds sourced from the Tax shall transfer back to the Visit Orlando general Tax fund. In the event this Agreement is terminated or expires, any unexpended and uncommitted ~~Meetings and Convention Sales and Marketing Funds~~ Work Plan Funds shall be returned to the County within 60 days if such Work Plan Funds were sourced from the Tax.

D. Subsection 2.3.3 shall be amended as follows:

By September 30, 2020, and prior to December 15th for each subsequent year during the term of this Agreement following the effective date of the Third Amendment hereto, Visit Orlando shall submit a Work Plan with defined, measurable deliverables consistent with Subsections 1.2, 2.2.1 and this subsection 2.3.3. Visit Orlando shall partner with the OCCC

and coordinate with the OCCC sales and marketing staff in order to identify, attract and book conventions, trade shows and meetings that would need services of a convention center other than consumer-direct shows. Visit Orlando and the regional offices it operates shall work cooperatively with the OCCC in soliciting new business and in maintaining relationships with existing clients. Other requirements of this collaboration with the OCCC shall include:

* * *

E. Subsection 2.12.2 shall be amended as follows:

2.12.2 A program-area based budget, in sufficient detail to separately identify the receipt and expenditure of all Tax funds for Visit Orlando's upcoming fiscal year, by ~~August 1st~~ December 15th of each year.

F. Subsection 2.12.10 shall be amended as follows:

2.12.10 A monthly listing of all disbursements of Tax funds, including any amounts reclassified or reimbursed to Visit Orlando's Tax Fund, including payee name, by the 25th day of the following month. This includes (i) Business Development Funds, and Sports Incentive Funds, and (ii) any transfers or reallocations from or between Visit Orlando accounts.

G. Subsection 2.13 shall be amended as follows:

2.13 Lobbying; Other Prohibited Expenditures. Visit Orlando agrees that it shall not undertake, or cause to be undertaken, or participate in, any Lobbying Activities, as defined herein, before the state legislature on matters dealing with the Tax, local governmental tax policies or opposing any stated legislative priorities of the BCC, without the prior consent of the BCC via the County Mayor, or designee. For purposes of this Agreement, Lobbying Activities shall mean taking a position on and/or seeking to specifically approve, disapprove, adopt, repeal, rescind, pass, defeat, or significantly modify any existing state law, rule, or regulation dealing with the Tax, county government tax policies, or which would be in conflict with the stated and/or published priorities of the BCC, without the prior consent of the BCC via the County Mayor, or designee. Lobbying Activities shall not include appearances before the legislature solely for the purpose of reporting on visitation and current market conditions, or activities specifically requested by the BCC via the County Mayor, or designee, as it relates to the Tax and the BCC's legislative priorities. Such appearances may occur separately by Visit Orlando or in concert and cooperation with others including, without limitation, Visit Florida, Orange County, Florida staff, or other destination marketing organizations located in the state of Florida. For purposes of clarity, as it relates to any reference to prior consent herein, any such consent shall be specific as to what is being authorized and will clarify how it relates to the current legislative priorities of the BCC and shall be disclosed to the BCC as soon thereafter as is reasonably possible.

No funds paid under this Agreement shall be used for political contributions, adult entertainment, gambling, or illegal or unethical purposes. No Tax funds paid under this Agreement shall be expended for any lobbyist to engage in any Lobbying Activities designed to influence decisions or other foreseeable actions of the BCC.

H. Subsection 4.9 shall be deleted and replaced as follows:

4.9 Default / Remedies.

- (a) **Default by Visit Orlando.** It shall be deemed an event of default if Visit Orlando defaults in the performance of any material term or covenant of this Agreement for a period of more than forty-five (45) days after its receipt of a notice of default; provided, however, that if the nature of the default is such that it cannot reasonably be cured within such 45-day period then Visit Orlando shall have a reasonable period of time to cure such default provided that such cure is diligently undertaken and pursued by Visit Orlando. In the event of a Visit Orlando default, the County, may, at its option, exercise any one or more of the following remedies: (i) declare this Agreement terminated pursuant to and in accordance with Section 3 hereof, or (ii) exercise any and all remedies available at law and in equity against Visit Orlando.
- (b) **Default by County.** It shall be deemed an event of default if the County defaults in the performance of any material term or covenant of this Agreement for a period of more than forty-five (45) days after its receipt of a notice of default; provided, however, that if the nature of the default is such that it cannot reasonably be cured within such 45-day period then the County shall have a reasonable period of time to cure such default provided that such cure is diligently undertaken and pursued by the County. In the event of a County event of default, then Visit Orlando, at its option, may exercise any one or more of the following remedies: (i) declare this Agreement terminated; or (ii) exercise any and all remedies available at law and in equity against the County.

3. **REMAINDER OF AGREEMENT UNCHANGED.** Except as otherwise set forth herein the remainder of the Agreement shall remain unchanged and in full force and effect.

4. **EFFECTIVE DATE.** This Third Amendment shall become effective upon the later of the date of execution by County or the date of execution by Visit Orlando.

5. **COUNTERPARTS.** This Third Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be duly executed by their respective duly authorized representatives on the dates set forth below.

“COUNTY”

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

BY: _____
Jerry L. Demings
Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

[Signatures continue on following page]

“VISIT ORLANDO”

ORLANDO/ORANGE COUNTY
CONVENTION & VISITORS BUREAU, INC.
D/B/A VISIT ORLANDO

ATTEST:

Printed Name: _____

By: _____
Print Name: _____
Title: _____
Date: _____

Title: _____

DRAFT