



Interoffice Memorandum

March 7, 2024

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

FROM: Lisa Snead, Assistant County Administrator 
County Administrator's Office

RE: Consent Agenda – March 26, 2024
Visit Orlando Contract Temporary Termination Extension

On January 23, 2024, staff presented a discussion item to the Board to outline various Tourist Development Tax-related items, including certain terms contained in the 2019 Orange County, Florida and Orlando / Orange County Convention & Visitors Bureau, Inc. Tourism Promotion Agreement (the "2019 Agreement"). As part of those discussions, the Board tasked staff with negotiating amendments to the 2019 Agreement, including, but not limited to, provisions related to board appointments, funding levels, and the term of the contract (collectively, the "2024 Amendments"). Although County staff and Visit Orlando have been proceeding diligently with negotiations, we do not anticipate finalizing a draft revised Agreement for Board consideration prior to the current 180 days advance notice provision described below.

Section 3 of the 2019 Agreement provides for an initial term of five years, ending on September 30, 2024, plus one additional four-year term, as well as a provision allowing either party to not renew the 2019 Agreement for the additional four-year term by providing written notice to the other party at least 180 days prior to September 30, 2024 (the "Early Non-Renewal Date"). To exercise the County's right not to renew the 2019 Agreement for the additional four-year term, Section 3 provides that the County Administrator, with the approval of the Board, must notify Visit Orlando in writing that he has determined that nonrenewal of the 2019 Agreement is in the best interests of the County and, as currently written, that notice would have to be provided by April 3, 2024.

To allow additional time for Visit Orlando and County staff to negotiate the 2024 Amendments, staff is requesting that the Board approve a First Amendment to the 2019 Agreement (the "First Amendment") allowing an extension of the Early Non-Renewal Date by 75 days to July 17, 2024, instead of April 3, 2024 (the "Extended Date").

Visit Orlando has approved the First Amendment. We anticipate presenting a proposed revised Agreement to the Board for consideration by late May.

ACTION REQUESTED:

Approval and execution of First Amendment to Orange County, Florida and Orlando/Orange County Convention & Visitors Bureau, Inc. Tourism Promotion Agreement.

C: Byron W. Brooks, AICP, County Administrator
Jeffrey Newton, County Attorney
Whitney Evers, Senior Assistant County Attorney
Carla Bell Johnson, AICP, Deputy County Administrator
Roseann Harrington, Chief of Staff

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

This First Amendment to Tourism Promotion Agreement (the "First 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 major athletic events to be held in Orange County venues (the "2019 Agreement"); and

WHEREAS, Section 3 of the 2019 Agreement provided for an initial term of five years, ending on September 30, 2024, plus one additional four-year term, as well as a provision allowing either party to not renew the agreement for the additional four-year term by providing written notice to the other party at least 180 days prior to September 30, 2024 (the "Early Non-Renewal Date"); and

WHEREAS, on January 23, 2024, the Board directed staff to renegotiate certain terms of the 2019 Agreement with Visit Orlando and both County staff as well as Visit Orlando staff have been proceeding in good faith to accomplish such task; and

WHEREAS, to allow both parties sufficient time to conclude negotiations and produce a mutually agreeable amendment to the 2019 Agreement, and to preserve their respective rights under the 2019 Agreement, the parties desire to extend the Early Non-Renewal Date by seventy-five (75) days.

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 First Amendment by this reference.

2. **AMENDMENT TO EARLY NON-RENEWAL DATE.** Section 3 of the 2019 Agreement is hereby amended as follows, with deletions shown as ~~strikethroughs~~ and additions underlined:

Section 3. Term; Termination.

The initial term of this Agreement shall begin October 1, 2019, and shall continue until September 30, 2024. This Agreement shall be automatically renewed for one additional four year term ending September 30, 2028, unless the County shall have notified Visit Orlando in writing at least ~~one hundred eighty (180)~~ one hundred five (105) days prior to the end of the term that the County Administrator shall have determined, with the approval of the BCC, that nonrenewal of this Agreement is in the best interests of the County or unless Visit Orlando shall have notified the County in writing at least ~~one hundred eighty (180)~~ one hundred five (105) days prior to the end of the term that nonrenewal is in the best interests of Visit Orlando.

In addition, the County shall have the right, after a vote by the BCC, to earlier terminate this Agreement, if Visit Orlando shall have failed, in the opinion of the County Administrator, to comply with the terms of any material provision of this Agreement, and, after written notice to Visit Orlando by the County Administrator of such failure to comply, Visit Orlando shall have failed to cure such noncompliance within thirty (30) days of notice of noncompliance. The County shall notify Visit Orlando of such termination in writing and such termination shall be effective sixty (60) days after such vote by the BCC. The

County shall have no obligation to make any payments to Visit Orlando after termination of this Agreement and Visit Orlando shall return to the County any funds paid to Visit Orlando for services which would have been rendered after the date of termination. When necessary and appropriate to fulfill contractual obligations consistent with this Agreement and Florida law, the County may enter into an assignment agreement with Visit Orlando with respect to contractual agreements wherein Visit Orlando committed Tax funds.

3. **REMAINDER OF 2019 AGREEMENT UNCHANGED.** Except as otherwise set forth herein, the remainder of the 2019 Agreement shall remain unchanged and in full force and effect.

4. **AMENDMENT/TERMINATION.** This First Amendment may be amended or terminated only by express written instrument approved by County and Visit Orlando.

5. **APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

6. **EFFECTIVE DATE.** This Agreement shall become effective on March 26, 2024, upon the later of the date of execution by County or the date of execution by Visit Orlando.

7. **COUNTERPARTS.** This First 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.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this First 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*
for Jerry L. Demings
Orange County Mayor

Date: March 26, 2024

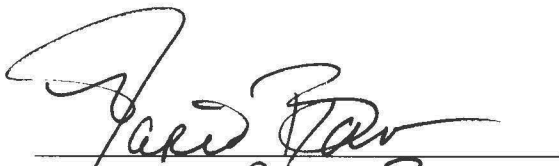
ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: *Jennifer Ann - Kinney*
for Deputy Clerk

ATTEST:

"VISIT ORLANDO"

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


Printed Name: Mario Bass

Title: Chief Operating Officer

By: Cassandra Matej
Print Name: Cassandra Matej
Title: President + CEO
Date: 3/8/2024