



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>

Consent Agenda Item

Deputy County Attorney

Joel D. Prinsell

Senior Assistant County Attorneys

Elaine M. Asad

Lila McHenry

Assistant County Attorneys

Roberta Alfonso

Cristina T. Berrios

Anthony Cotter

Whitney E. Evers

Wanzo Galloway, Jr.

Erin E. Hartigan

Georgiana Holmes

Katherine W. Latorre

Scott McHenry

Sawsan Mohiuddin

Scott Shevenell

William Turner

Legal Administrative Supervisor

Anna M. Caban

Senior Paralegal
Kimberly Cundiff

Paralegals
Melessia Lofgren
Maria Vargas, ACP

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: October 16, 2017

RE: **Consent Agenda Item for Board Meeting on October 31, 2017**
Approval of First Amendment to National Football League (NFL) Pro Bowl Agreement between Orange County, Florida and Florida Citrus Sports Events, Inc.

I. EXPLANATION & SUMMARY:

On June 28, 2016, the Board approved an ordinance authorizing TDT funding for incentive payments for the NFL Pro Bowl for the years 2017, 2018 and 2019 as well as a funding agreement with Florida Citrus Sports Events, Inc. (FCSE) relating to the incentive payment.

On September 29, 2017, the Orange County Tourist Development Council unanimously recommended approval of a request for a one million dollar increase in Tourist Development Tax ("TDT") funding for the NFL incentive payment for the 2018 NFL Pro Bowl to be played in the Camping World Stadium in Orlando, Florida.

A public hearing on an ordinance amending the Tourist Development Plan to authorize the increase in TDT funding for the incentive payment for the 2018 NFL Pro Bowl is scheduled for the afternoon of October 31, 2017. The amendment to the funding agreement with FCSE provides for the increase. This amendment will be pulled from the consent agenda for consideration at the conclusion of the public hearing on the TDT Plan amendment ordinance.

October 16, 2017
Re: Consent Agenda Item (October 31, 2017)
NFL Pro Bowl Agreement
Page 2

II. ACTION REQUESTED: **Approval and execution of Orange County,
Florida and Florida Citrus Sports Events, Inc.
First Amendment to National Football League
(NFL) Pro Bowl Agreement.**

Attachments

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

BCC Mtg. Date: October 31, 2017

**ORANGE COUNTY, FLORIDA
AND
FLORIDA CITRUS SPORTS EVENTS, INC.**

**FIRST AMENDMENT TO
NATIONAL FOOTBALL LEAGUE (NFL) PRO BOWL
AGREEMENT**

This First Amendment amends and modifies that certain National Football League (NFL) Pro Bowl Agreement (the "Agreement") between Orange County, Florida, a charter county and a political subdivision of the State of Florida (the "County"), and Florida Citrus Sports Events, Inc., a not-for-profit corporation organized and existing under the laws of the State of Florida (the "FCSE"), approved by the Board of County Commissioners of the County (the "Board") on June 28, 2016. This First Amendment shall be effective as of the date of last execution below,

P R E M I S E S:

- A. On June 28, 2016, the Board approved an ordinance authorizing TDT funding for incentive payments for the NFL Pro Bowl for the years 2017, 2018 and 2019 subject to the terms of the Agreement with the FCSE.
- B. On September 29, 2017, the Orange County Tourist Development Council recommended approval of a request for a one million dollar increase in Tourist Development Tax ("TDT") funding for the NFL incentive payment for the 2018 NFL Pro Bowl to be played in the Camping World Stadium in Orlando, Florida.
- C. On October 31, 2017, the Board approved an ordinance increasing authorized TDT funding for the incentive payment for the 2018 NFL Pro Bowl from one million dollars (\$1,000,000) to two million dollars (\$2,000,000).
- D. The parties desire to enter into this First Amendment to reflect such increase to the incentive payment for the 2018 Pro Bowl Football Game.

ACCORDINGLY, in consideration of the mutual covenants and conditions contained herein, the County and the FCSE 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 First Amendment by reference as if they were made a part hereof.

Section 3. Amendment to Section 1: FCSE Obligations.

Subsection 1.2 of the Agreement is hereby amended as follows, with additions shown by underlining and deletions shown by ~~striketrough~~:

1.2 *FCSE Pre-Pro Bowl Request for Payment.* On or before October 1, 2016, and on or before ~~October 1~~ November 3, in the years 2017 and 2018, respectively, FCSE shall provide a written request for payment of the applicable authorized amount of one million dollars (\$1,000,000) ~~in~~ TDT Funds for such year which shall be paid by the County in two ~~five hundred thousand dollar (\$500,000)~~ equal installments which request shall contain a confirmation that the upcoming Pro Bowl is expected to be staged in the Camping World Stadium and that such payment shall be used solely for incentive payments to the NFL for the selection of the Camping World Stadium for the staging of such Pro Bowl.

Section 4. Amendment to Section 2: County Obligations.

Subsection 2.1 of the Agreement is hereby amended as follows, with additions shown by underlining and deletions shown by ~~striketrough~~:

2.1 Subject to the conditions, limitations and exceptions set forth in this Agreement the County shall pay to FCSE the amounts stated below ~~one million dollars (\$1,000,000.00)~~ solely from available TDT Funds in each of Fiscal Years 2016-17, 2017-18 and 2018-19 payable in two equal installments in each such fiscal year in an the amount equal to half the total authorized amount for such year of five hundred thousand dollars (\$500,000) ~~on the November 1st~~ below ~~dates~~ preceding the date of such Pro Bowl and, subject to the staging of the NFL Pro Bowl having occurred at the Camping World Stadium, on the ensuing February 15th:

November 1, 2016: \$1,000,000

November 15, 2017: \$2,000,000

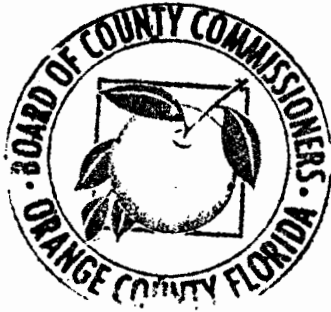
November 1, 2018: \$1,000,000

The County's obligation to make the initial ~~November 1st~~ payment in each such fiscal year is conditioned upon receipt by the County of the payment request from FCSE in Section 1.2 above. The County's obligation to make the ensuing February 15th payment is conditioned upon the actual staging of the NFL Pro Bowl having occurred at the Camping World Stadium.

Section 5. Agreement. All other terms, conditions and obligations of the County and FCSE set forth in the Agreement, including but not limited to all record-keeping, audit and reporting provisions thereunder, not hereby expressly modified or amended shall remain unaltered and in full force and effect.

Section 6. Counterparts. This First Amendment may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same agreement.

WHEREFORE, this First Amendment is entered into as of the date of last execution below.



ORANGE COUNTY, FLORIDA

BY: Board of County Commissioners

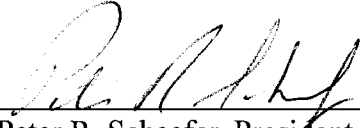
BY: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 11.1.17

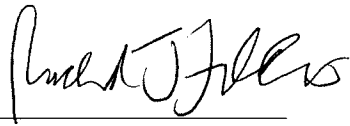
ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk to the Board of County Commissioners

BY: *Lakisha Lewis*
for Deputy Clerk

FLORIDA CITRUS SPORTS EVENTS, INC.

BY: 
Peter R. Schaefer, President

Date: October 13, 2017

ATTEST: 

TITLE: GC