



Interoffice Memorandum

October 18, 2018

To: Mayor Teresa Jacobs
-AND-
County Commissioners

From: Eric D. Gassman, Deputy County Administrator

Subject: Sports Incentive Committee Funding Requests
Consent Agenda Item – October 30, 2018

On November 1, 2016, the Board of County Commissioners (the "Board") authorized consolidated sports funding under the tourist development plan for incentivizing sporting events in Orange County venues. Subsequently, on August 1, 2017, the Board approved an addendum to the tourism promotion agreement between the county and Visit Orlando to provide for the professional assistance of Visit Orlando in evaluating sports incentive funding proposals and the deposit of sports incentive funds with Visit Orlando. On October 31, 2017, the Board adopted Resolution No. 2017-M-43, which established the Tourist Development Tax Sports Incentive Committee (the "Committee") to serve in an advisory capacity to the Board with the professional assistance of Visit Orlando.

At its September 24 meeting, the Committee recommended approval of three funding requests after hearing presentations from the Orlando Sports Foundation and Florida Citrus Sports. Visit Orlando staff provided an evaluation of each proposal.

The first request is for \$150,000 over two years (\$75,000 per year) to pay allowable expenses associated with the 2018 and 2019 AutoNation Cure Bowl at Camping World Stadium. The intended use of the funds is for advertising to grow attendance and reach a broader audience. This event is forecasting from 8,600 - 12,500 room nights and a \$8.2 - \$11.4 million economic impact.

The second request is for \$1,500,000 to pay a portion of the bid fee to the National Football League (NFL) associated with the 2019 NFL Pro Bowl events at Camping World Stadium. The balance of \$1 million for the 2019 bid fee has been previously approved and funded under a separate agreement. Florida Citrus Sports forecasted the 2019 event to generate at least 40,000 room nights and an economic impact over \$40 million.

The third request is for \$1,450,000 over four years (\$362,500 per year) to pay a bid fee to the Florida Classic Consortium to secure a commitment to continue to stage the Florida Blue Classic in Orlando through 2021. Previously, funding in the annual amount of \$137,500 through 2021 was approved for incentivizing this event and with this additional request the annual amount will increase to \$500,000. The event is estimated to have 37,000 room nights and an annual economic impact of \$28 million.

The funding agreements incorporate the sports bid fund framework guidelines that were included in the tourism promotion agreement addendum with Visit Orlando. If approved, Visit Orlando will be directed to disburse sports Incentive Funds in accordance with the terms of the funding agreements.

If you have any questions, please contact Lila McHenry at (407) 836-7320 or me at (407) 836-7383.

ACTION REQUESTED: Approval and execution of (1) Grant Agreement between Orange County, Florida and Orlando Sports Foundation, Inc. 2018 and 2018 AutoNation Cure Bowl; (2) Agreement between Orange County, Florida and Florida Citrus Sports Events, Inc. 2019 NFL Pro Bowl TDT Sports Incentive Agreement; and (3) Agreement between Orange County, Florida and Florida Citrus Sports Events, Inc. 2018-2021 Florida Blue Classic Football Game.

EDG/rm

C: Ajit Lalchandani, County Administrator
Jeffrey Newton, County Attorney
Lila McHenry, Senior Assistant County Attorney
Fred Winterkamp, Manager, Fiscal and Business Services Division

BCC Mtg. Date: October 30, 2018

GRANT AGREEMENT
between
ORANGE COUNTY, FLORIDA
and
ORLANDO SPORTS FOUNDATION, INC.

2018 and 2019 AUTONATION CURE BOWL

THIS AGREEMENT, made and entered into as of the date of last execution below, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, ("County"), and ORLANDO SPORTS FOUNDATION, INC., a not-for-profit corporation organized and existing under the laws of the State of Florida ("Recipient").

WITNESSETH:

WHEREAS, the County has previously found that encouraging and promoting the selection of the Orlando area as a venue for international, national, regional and local sports events, teams and sports-related businesses generates economic growth and enhances the overall quality of life of Orlando area residents; and

WHEREAS, on November 1, 2016, the Orange County Board of County Commissioners ("Board") enacted Ordinance 2016-23 which authorized consolidated sports funding under the Tourist Development Plan for incentivizing sporting events in venues located in Orange County ("Sports Incentive Funds"); and

WHEREAS, on August 1, 2017, the Board approved that certain Sixth Addendum to the Tourism Promotion Agreement between the County and Visit Orlando which provided for the professional assistance of Visit Orlando in evaluating sports incentive funding proposals and provided for the deposit of such Sports Incentive Funds with Visit Orlando ("VO Agreement"); and

WHEREAS, on October 31, 2017, the Board adopted Resolution No. 2017-M-43 which established the Tourist Development Tax Sports Incentive Committee to serve in an advisory capacity to the Board with the professional assistance of Visit Orlando; and

WHEREAS, on September 24, 2018, the County's Tourist Development Tax Sports Incentive Committee recommended approval for one hundred fifty thousand dollars (\$150,000) in Sports Incentive Funds to pay advertising expenses and media buys to promote the annual AutoNation Cure Bowl football game in Orlando ("Events") for the years 2018 and 2019; and

WHEREAS, the Board now desires to approve an award of Sports Incentive Funds to Recipient for the purpose of paying certain allowable expenses in accordance with such terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and the Recipient agree as follows:

1. **Authorized Sports Incentive Fund Payments.** The County hereby authorizes and directs Visit Orlando to disburse payments to Recipient in a total aggregate amount not to exceed one hundred fifty thousand dollars (\$150,000) from available Sports Incentive Funds to pay specific allowable expenses of the Events. "Allowable expenses" are set forth on the attached Schedule "A." Non-allowable expenses include general and administrative expenses, capital costs including venue enhancements, equipment, debt, hospitality/social functions including food and beverages, banquets and admission tickets, travel, transportation and lodging. Sports Incentive Funds shall not be expended for non-allowable expenses.

All requests for payment shall be submitted to the County Administrator and Visit Orlando with a copy to the County Comptroller at the notice addresses set forth in Section 12 hereof. After review and approval of each request for payment, the County Administrator shall by written direction (which may be delivered via email) instruct Visit Orlando to make payment within 10 days thereafter and as needed to timely fund Allowable Expenses associated with the upcoming annual Event. Only after execution by both parties hereto and written direction from the County Administrator to Visit Orlando may installments in an amount up to seventy five thousand dollars (\$75,000) be paid to Recipient and only after Recipient shall have submitted a signed request together with a budget for the upcoming Event in sufficient detail to adequately demonstrate the need for Sports Incentive Funds for Allowable Expenses in the amount requested. After the initial payment, subsequent payments may only be made after review and approval of requests for payment, accompanied by the above-described current budget for the next ensuing Event together with proof of actual expenditures of all previously disbursed Sports Incentive Funds on Allowable Expenses. The above-described payments may be made in the following not to exceed amounts and on the approximate dates listed below:

November, 2018 - \$75,000

November, 2019 - \$75,000

Adjustments to the above payment schedule may be approved by the County Administrator after receipt of a written request from Recipient, accompanied by an adjusted budget and documentation of the reasons for such adjustments. If so approved, the County Administrator shall timely provide written directions to Visit Orlando to make such adjustment.

2. **Recipient.** The Recipient will promote the Orlando area through the staging of the Events and will utilize the funds provided for herein solely for Allowable

Expenses, and in conformance with pertinent provisions of Florida Law regarding expenditure of Tourist Development Tax revenues and the County's Tourist Development Plan.

Recipient specifically acknowledges that Sports Incentive Funds shall not be expended for non-allowable expenses. Non-allowable expenses include general and administrative expenses, capital costs including venue enhancements, equipment, debt, hospitality/social functions including food and beverages, banquets and admission tickets, travel, transportation and lodging. Recipient will submit requests for payment only for Allowable Expenses as set forth above with documentation of such Allowable Expenses sufficient to allow the County and the County Comptroller to verify such expenses to their sole satisfaction. Recipient shall for each year during the term of this Agreement annually cause audited financial statements of the Recipient to be prepared and shall timely submit such financial statements to the County and County Comptroller at the notice addresses below.

3. **Disbursement of Funds.** In the event that the VO Agreement shall expire during the term of this Agreement, any Sports Incentive Funds awarded but not yet disbursed hereunder shall remain on deposit with Visit Orlando for disbursement for Allowable Expenses as set forth above for a period not to extend beyond the date that is scheduled for the staging of the Events after which time any awarded but not disbursed Sports Incentive Funds shall revert to the general use and purpose of Sports Incentive Funds in general.
4. **Payment Contingency.** This Agreement and any payments provided for in this Agreement are contingent upon the availability of Sports Incentive Funds derived from the tax levied under Section 25-136 of the Orange County Code to make the payments hereunder. The County shall not cause Sports Incentive Funds to be unavailable as a result of dilution of the Sports Incentive Fund through funding other sports events.
5. **No Pledge of Tax Revenues.** Nothing in this Agreement shall constitute or be deemed (i) a pledge of or lien upon tourist development taxes, any other source of County revenue, or any real or personal property of the County, (ii) an amendment to the County Tourist Development Plan, or (iii) a waiver of or contract to exercise the County's sovereign governmental powers.
6. **Nondiscrimination.** The Recipient hereby certifies that it will provide the activities and programs associated with attracting and promoting the Events without regard to race, color, creed, sex, age, national origin, disability or marital status, and remain in compliance with Title VII of the 1964 Civil Rights Act as amended, and any and all other applicable federal, state or local laws, rules and regulations, whether presently existing or hereafter promulgated.
7. **Budget and Reporting Requirements.** As a condition of receiving funds pursuant to this Agreement the Recipient acknowledges and agrees to comply with its reporting obligations and to timely provide the following to the

Comptroller and County Administrator, at their respective notice addresses listed in Section 12 hereof:

- (i) a detailed line item revenue and expense budget for each Event, to be submitted simultaneously with the submission of the respective request for payment to Visit Orlando and the County;
- (ii) a comparison of budget to actual and to the prior year's revenues and expenses relating to the Events within 90 days after the staging of each Event which comparison shall be reported to the County and County Comptroller in a form capable of being audited;
- (iii) audited financial statements of the Recipient within 60 days of completion of its audit, and such audit shall be completed within 180 days of the close of the Recipient's fiscal year;
- (iv) the Recipient's IRS Form-990 filing with the Internal Revenue Service, to be submitted at the time of submission to the IRS; and
- (v) program reports that include at a minimum the number of room nights, average daily rate, attendance and economic impact generated by the Events and the source of that information.

At the County's or Tourist Development Council's or Sports Incentive Committee's request, Recipient shall provide a presentation to such boards, following each Event which will include financial and program summaries of its activities and the Events. The Recipient shall provide such additional presentations regarding each Events as may be requested by the Sports Incentive Committee, Tourist Development Council or the County.

8. **Recordkeeping; Accounting; Audit.** The Recipient will utilize accounting procedures and practices in the maintenance of the records of receipts and disbursements of the funds contributed by the County, through Visit Orlando, as well as all its receipts and disbursement of funds in connection with the pursuit of and hosting of the Events, and such procedures and practices shall be in accordance with generally accepted accounting principles. All such records shall be open to inspection and auditing by the County, the County's designee, or the County Comptroller during normal business hours during the term hereof, and for a period of five (5) years after the term of this Agreement. Any cost incurred by the Recipient as a result of a County audit shall be the sole responsibility of and shall be borne by the Recipient. In addition, should the Recipient provide any or all of the County's funds to sub-recipients, then and in that event the Recipient shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the County or the County's designee for the term of the contract and for a period of five (5) years after the term of this contract. This provision shall survive termination of this Agreement.
9. **Defaults and Remedies.** The following events shall constitute an event of default under this Agreement: (a) if either party fails to comply with the terms contained in this Agreement and such failure is not corrected within the period of time allotted for cure in a written notice from the non-breaching party; or (b) if at

any time any material representation is made by the Recipient in any communication submitted to the County in an effort to induce the expenditure of Sports Incentive Funds is determined by the County to be false, misleading, or incorrect in a material manner. Failure of either party to declare a default shall not constitute a waiver of any rights by the non-breaching party. Furthermore, the waiver of any default by the non-breaching party shall in no event be construed as a waiver of rights with respect to any other default, past or present.

Upon the occurrence of any event of default, or any other breach of this Agreement, the non-breaching party shall be free to terminate this Agreement; withhold all funding; demand repayment for amounts disbursed; and/or exercise all rights and remedies available to it under this Agreement, statutory law, equity, or common law. All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the non-breaching party may have available to it.

In the event the County elects to terminate this Agreement in the event of a default, the County may require the Recipient to remit all, or a portion, of any Sports Incentive Funds disbursed pursuant to this Agreement. The remittance amount, if any, shall be determined by the County, in its sole discretion, and shall be received by the County within ninety (90) calendar days from the date of such termination for default.

10. **Term; Termination.** This Agreement shall become effective upon execution by both parties hereto and shall continue for a period of one (1) year after the staging of the Events. This Agreement may be earlier terminated pursuant to Section 10 hereof entitled "Default and Remedies." Sections 7, 8 and 9 hereof shall survive termination.
11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement whether verbal or written, with regard to the subject matter hereof shall be deemed to exist.
12. **Notices.** Any notices required or allowed hereunder shall be in writing and given by certified mail with return receipt requested, by email to the addresses below if provided, or in person with proof of delivery to the addresses below, or such other address as either party shall have specified by written notice to the other party delivered in accordance herewith:

County: Orange County Administrator
 201 S. Rosalind Avenue, 5th Floor
 Orlando, Florida 32801

Recipient: Orlando Sports Foundation Inc.
 36 West Pine Street
 Orlando, FL 32801

agooch@curebowl.com
Attention: CEO

Visit Orlando: Visit Orlando
6277 Sea Harbor Drive #400
Orlando, Florida 32801
Attention: COO/CFO

Comptroller: Orange County Comptroller
Director of Finance & Accounting
201 S. Rosalind Avenue, 4th Floor
Orlando, Florida 32801

13. **Indemnification.** The Recipient agrees to indemnify and save harmless the County and Visit Orlando from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees, and attorneys on appeal of any kind and nature arising or growing out of or in any way connected with the performance of this Agreement itself. This provision shall survive termination of this Agreement.
14. **No Assignment.** The Recipient may not assign its rights hereunder, without the prior written consent of the County. Failure to comply with this section may result in immediate termination of this Agreement.
15. **No waiver.** Continued performance by either party hereto, pursuant to the terms of this Agreement, after a default of any of the terms, covenants or conditions herein shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.
16. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this 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 holding.
17. **Governing Law; Venue.** Any litigation occurring as a result of this Agreement shall be held in the courts of Orange County, Florida. This Agreement shall be governed by the laws of the State of Florida.

18. **Headings.** The headings or captions of sections or paragraphs used in this Agreement 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 Agreement.
19. **Counterparts.** This Agreement may be executed in separate counterparts, all of which taken together shall be deemed to constitute one and the same instrument.
20. **Third Party Beneficiary.** The parties acknowledge and agree that Visit Orlando is a third party beneficiary of this Agreement and as such shall have the right to rely upon, and to receive the rights and benefits provided in this Agreement but shall not otherwise be deemed to be a party hereto nor shall Visit Orlando have any obligation or liability hereunder and is and will at all times hereunder be acting solely at the direction of the County.

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below:

ORANGE COUNTY, FLORIDA

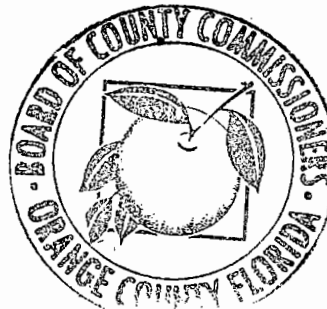
By: Board of County Commissioners

By: B. J. Dakshanda
Teresa Jacobs
for Orange County Mayor

ATTEST:

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

By: Phil Diamond
Deputy Clerk
(SEAL)



ORLANDO SPORTS FOUNDATION,
INC.

By: [Signature]

Its: CEO

Date: 10-11-18

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY, that on this 11th day of October, 2018, before me personally appeared Alan Gooch, CEO of the Orlando Sports Foundation, Inc. to me known to be, or who has produced _____ as identification, and did (did not) take an oath, the individual and officer described in and who executed the foregoing conveyance and acknowledged the execution thereof to be his/her free act and deed as such officer thereunto duly authorized, and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

Witness my hand and official seal this 11th day of October, 2018.

(Notary Seal)



Machele Rowe
Commission # FF994266
Expires: May 18, 2020
Bonded thru Aaron Notary

[Signature]
Notary Signature

**Schedule "A" to
Agreement
between
ORANGE COUNTY, FLORIDA
and
ORLANDO SPORTS FOUNDATION, INC.**

- Allowable expenses include:
 - Marketing expenses
 - Paid advertising and media buys
- Non-allowable expenses include:
 - General and Administrative Expenses
 - Capital costs including venue enhancements, equipment etc.
 - Debt
 - Hospitality/Social Functions including food and beverages, banquets and admission tickets
 - Travel, transportation, lodging and other local costs.

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BCC Mtg. Date: October 30, 2018

AGREEMENT
between
ORANGE COUNTY, FLORIDA
and
FLORIDA CITRUS SPORTS EVENTS, INC.

2019 NFL PRO BOWL
TDT SPORTS INCENTIVE AGREEMENT

THIS AGREEMENT, made and entered into as of the date of last execution below, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, ("County"), FLORIDA CITRUS SPORTS EVENTS, INC., a not-for-profit corporation organized and existing under the laws of the State of Florida ("FCSE").

WITNESSETH:

WHEREAS, the County has previously found that encouraging and promoting the selection of the Orlando area as a venue for international, national, regional and local sports events, teams and sports-related businesses generates economic growth and enhances the overall quality of life of Orlando area residents; and

WHEREAS, on November 1, 2016, the Orange County Board of County Commissioners ("Board") enacted Ordinance 2016-23 which authorized consolidated sports funding under the Tourist Development Plan for incentivizing sporting events in venues located in Orange County ("Sports Incentive Funds"); and

WHEREAS, on August 1, 2017, the Board approved that certain Sixth Addendum to the Tourism Promotion Agreement between the County and Visit Orlando which provided for the professional assistance of Visit Orlando in evaluating sports incentive funding proposals and provided for the deposit of such Sports Incentive Funds with Visit Orlando ("VO Agreement"); and

WHEREAS, on October 31, 2017, the Board adopted Resolution No. 2017-M-43 which established the Tourist Development Tax Sports Incentive Committee to serve in an advisory capacity to the Board with the professional assistance of Visit Orlando; and

WHEREAS, on September 24, 2018, the County's Tourist Development Tax Sports Incentive Committee recommended approval of a request from FCSE for one million five hundred thousand dollars (\$1,500,000) in Sports Incentive Funds to pay a portion of the bid fee to the National Football League ("NFL") for the 2019 NFL Pro Bowl football game ("Event") at Camping World Stadium in Orlando; and

WHEREAS, this request is for funds in addition to certain funds previously awarded to FCSE for NFL Pro Bowl bid fees for the 2017, 2018 and 2019 Pro Bowl Games under a grant agreement approved by the Board on June 28, 2016 and amended on October 31, 2017; and

WHEREAS, the Board now desires to approve an award of Sports Incentive Funds to FCSE for the purpose of incentivizing the NFL, -as Event Owner, to stage the Event at Camping World Stadium,- in Orlando in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and FCSE agree as follows:

1. **Authorized Sports Incentive Fund Payments.** Subject to the conditions stated herein, including that the Event Owner has contractually committed to stage the Event at Camping World Stadium in Orlando, the County hereby authorizes Visit Orlando to disburse two payments of seven hundred fifty thousand dollars (\$750,000) to FCSE in a total aggregate amount not to exceed one million five hundred thousand dollars (\$1,500,000) from available Sports Incentive Funds to pay the bid fee for the Event ("Allowable Expenses") as set forth in Schedule "A" attached hereto. All requests for payment shall be submitted to the County Administrator and Visit Orlando with a copy to the County Comptroller at the notice addresses set forth in Section 15 hereof. After review and approval of each request for payment, the County Administrator shall by written direction (which may be delivered via email) instruct Visit Orlando to make payment within 10 days thereafter as needed to pay the bid fee for the Event. Only after execution by both parties hereto and written direction from the County Administrator to Visit Orlando shall an initial installment in an amount up to \$750,000 be paid to FCSE and only after FCSE shall have submitted a signed request which includes the following: (i) the total combined amount of the bid fee requested for the Event; (ii) the amount of Sports Incentive Funds requested for the bid fee payment hereunder; (iii) confirmation that the Event is expected to be staged at Camping World Stadium in Orlando; and (iv) such payment shall be used solely for the bid fee payment to the Event Owner. The second installment in an amount up to \$750,000 shall be paid to FCSE only after: (i) FCSE shall have submitted a signed request for payment; (ii) the 2019 Event shall have occurred at Camping World Stadium; and (iii) the County Administrator shall by written direction (which may be delivered via email) have instructed Visit Orlando to make such payment.
2. **FCSE.** FCSE will facilitate the Event at Camping World Stadium in Orlando in a manner intended to promote and increase tourism within Orange County. FCSE shall advertise, promote and market the Pro Bowl in conjunction with the NFL and other funding and event partners including Visit Orlando and Walt Disney World. To the extent possible, FCSE shall, subject to restrictions and limitations imposed by the NFL, endeavor to show the County as one of the sponsors of the Pro Bowl in programs and promotional media, web pages and other promotional materials for the Pro Bowl and shall display such sponsorship with prominence commensurate with the level of the County's financial contribution. FCSE will utilize the funds provided for herein solely for the above bid fee for Event Owner and in conformance with pertinent provisions of Florida Law regarding

expenditure of Tourist Development Tax revenues and the County's Tourist Development Plan.

FSCE specifically acknowledges that Sports Incentive Funds shall not be expended for non-allowable expenses. Non-allowable expenses include general and administrative expenses, capital costs including venue enhancements, equipment, debt, hospitality/social functions including food and beverages, banquets and admission tickets, travel, transportation and lodging. FSCE will submit requests for payment only as set forth above with documentation sufficient to allow the County and the County Comptroller to verify such expenses to their sole but reasonable satisfaction.

3. **Disbursement of Funds.** No payments shall be made if the Orlando area has not been selected as the location for the Event. Funds shall be payable only after receipt, review and approval of the above-referenced requests for payment. In the event that the VO Agreement shall expire during the term of this Agreement, any Sports Incentive Funds awarded but not yet disbursed hereunder shall remain on deposit with Visit Orlando for disbursement for Allowable Expenses for a period not to extend beyond the date that is scheduled for the staging of the Event after which time any awarded but not disbursed Sports Incentive Funds shall revert to the general use and purpose of Sports Incentive Funds in general.
4. **Payment Contingency.** This Agreement and any payments provided for in this Agreement are contingent upon the availability of Sports Incentive Funds derived from the tax levied under Section 25-136 of the Orange County Code to make the payments hereunder. The County shall not cause Sports Incentive Funds to be unavailable as a result of dilution of the Sports Incentive Fund through funding other sports events.
5. **No Pledge of Tax Revenues.** Nothing in this Agreement shall constitute or be deemed (i) a pledge of or lien upon tourist development taxes, any other source of County revenue, or any real or personal property of the County, (ii) an amendment to the County Tourist Development Plan, or (iii) a waiver of or contract to exercise the County's sovereign governmental powers.
6. **Nondiscrimination.** FCSE hereby certifies that it will provide the activities and programs associated with attracting and promoting the Event without regard to race, color, creed, sex, age, national origin, disability or marital status, and remain in compliance with Title VII of the 1964 Civil Rights Act as amended, and any and all other applicable federal, state or local laws, rules and regulations, whether presently existing or hereafter promulgated.
7. **Reporting Requirements.** The parties hereby acknowledge that FCSE is performing its services for the benefit of the Central Florida community, will incur expenses and allocate resources on behalf of this community project and will not share in revenues derived from ticket sales, sponsorships, parking concessions, merchandising and food and beverage sales in connection with the Pro Bowl game. FCSE agrees that it shall, no later than sixty (60) days after the

staging of the Event, and as a condition of the County's willingness to enter into this Agreement, deliver to the County and County Comptroller, the following:

- (i) The number of tickets available for sale for the Event and the number of tickets actually sold for such Event;
- (ii) The estimated attendance for the Event;
- (iii) The estimated TV ratings for the Event; and
- (iv) The estimated economic impact of the Event including the estimated number of visitors to Central Florida, room-nights generated and average daily rate (it is acknowledged that a formal economic impact study shall not be required).

At the County's or Tourist Development Council's or Sports Incentive Committee's request, FCSE shall provide a presentation to such boards, following each Event which will include financial and program summaries of its activities and the Events. FCSE shall provide such additional presentations regarding each Event as may be requested by the Sports Incentive Committee, Tourist Development Council or the County.

8. **FCSE to Act as Independent Contractor.** FCSE shall perform its obligations hereunder as an independent contractor, not as an agent of the County. FCSE shall have no authority to obligate the County and shall not hold itself out or give any third party reason to believe otherwise. Similarly the County shall have no authority to act or direct FCSE with respect to the Event and related activities. Any contracts for goods or services required in the course of FCSE's performance under this Agreement shall be entered into by FCSE for its own account or on behalf of the NFL, not the County's. FCSE shall keep its own books and accounts, shall be custodian of its own funds, and shall be solely liable for and shall discharge its own debts. Neither the County nor any of its officers or employees shall (i) directly or indirectly perform or direct the performance of any FCSE services under this Agreement, (ii) manage, supervise, or assist or direct the performance of any FCSE employee in the course of performing his or her employment duties for FCSE, (iii) be responsible either to FCSE or to the County for any failure of FCSE's employees to fulfill FCSE's obligations hereunder, or (iv) be required to report to FCSE any negligence, unsatisfactory performance, misfeasance, malfeasance, or nonfeasance of any of FCSE's employees, agents or contractors.
9. **Right to Audit and Inspect Accounts.** During the term of this Agreement, FCSE shall permit County staff and the Orange County Comptroller and his staff at any time during normal working hours the limited right to inspect FCSE's records, books and accounts specifically and directly maintained for the Event, insofar as they relate to this Agreement and only to the extent necessary in good faith to ensure proper compliance by the parties with the provisions of this Agreement provided that at least 24 hour notice is given to FCSE prior to any such inspection. The foregoing shall be in addition to any other rights the Comptroller and his staff may have in this Agreement or any other agreement with respect to the inspection of FCSE's books and accounts.

10. **Maintenance of Records.** For a period ending five years after the expiration or termination of this Agreement, FCSE shall make all records and documents relating to this Agreement available for inspection by the County or any agent designated by the County and the Orange County Comptroller, and during such period the County may copy such records and documents as necessary to support its audit and the conclusions therefrom.
11. **Additional Reporting.** Following receipt of the bid fee by FCSE, FSCE will provide to the County and the Comptroller: (i) an examination report in accordance with American Institute of Certified Public Accountants attestation standards of the schedule of proceeds and disbursements relating to the Event processed by FCSE within 60 days of completion with such examination report being completed within 180 days of the close of FCSE's fiscal year; and (ii) FCSE's Public Disclosure Copy of IRS Form-990 filing with the Internal Revenue Service, to be submitted at the time of submission to the IRS.
12. **Defaults and Remedies.** The following events shall constitute an event of default under this Agreement: (a) if either party fails to comply with the terms contained in this Agreement and such failure is not corrected within the greater of thirty (30) days or the period of time allotted for cure in a written notice from the non-breaching party; or (b) if at any time any material representation is made by FCSE in any communication submitted to the County in an effort to induce the expenditure of Sports Incentive Funds is determined by the County to be false, misleading, or incorrect in a material manner. Failure of either party to declare a default shall not constitute a waiver of any rights by the non-breaching party. Furthermore, the waiver of any default by the non-breaching party shall in no event be construed as a waiver of rights with respect to any other default, past or present.

Upon the occurrence of any event of default, or any other breach of this Agreement, the non-breaching party shall be free to terminate this Agreement; withhold all funding; demand repayment for amounts disbursed; and/or exercise all rights and remedies available to it under this Agreement, statutory law, equity, or common law. All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the non-breaching party may have available to it.
13. **Term; Termination.** This Agreement shall become effective upon execution by both parties hereto and shall continue for a period of one year after the staging of the Event. This Agreement may be earlier terminated pursuant to Section 12 hereof entitled "Default and Remedies." Sections 7, 8, 9 and 10 hereof shall survive termination.
14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; any representations or statements heretofore made with respect to such subject matter, whether verbal or

written, are merged herein. No other agreement whether verbal or written, with regard to the subject matter hereof shall be deemed to exist.

15. **Notices.** Any notices required or allowed hereunder shall be in writing and given by certified mail with return receipt requested, by email to the addresses below, or in person with proof of delivery to the addresses below, or such other address as either party shall have specified by written notice to the other party delivered in accordance herewith:

County: Orange County Administrator
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801

FCSE: Florida Citrus Sports Events, Inc.
One Citrus Bowl Place
Orlando, Florida 32805

Copy to: Richard J. Fildes, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Drive
Orlando, Florida 32805

Visit Orlando: Visit Orlando
6277 Sea Harbor Drive #400
Orlando, Florida 32801
Attention: COO/CFO

Comptroller: Orange County Comptroller
Director of Finance & Accounting
201 S. Rosalind Avenue, 4th Floor
Orlando, Florida 32801

16. **Indemnification.** The FCSE agrees to indemnify and save harmless the County from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, arising or growing out of or in any way connected with the performance of this Agreement itself.
17. **No Assignment.** FCSE may not assign its rights hereunder, without the prior written consent of the County. Failure to comply with this section may result in immediate termination of this Agreement.
18. **No waiver.** Continued performance by either party hereto, pursuant to the terms of this Agreement, after a default of any of the terms, covenants or conditions herein shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

19. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this 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 holding.
20. **Governing Law; Venue.** Any litigation occurring as a result of this Agreement shall be held in the courts of Orange County, Florida. This Agreement shall be governed by the laws of the State of Florida.
21. **Attorney's Fees.** In any judicial proceeding arising out of this Agreement, each party shall bear its own attorney fees and costs, including fees and costs incurred on appeal.
22. **Headings.** The headings or captions of sections or paragraphs used in this Agreement 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 Agreement.
23. **Counterparts.** This Agreement may be executed in separate counterparts, all of which taken together shall be deemed to constitute one and the same instrument.
24. **Third Party Beneficiary.** The parties acknowledge and agree that Visit Orlando is a third party beneficiary of this Agreement and as such shall have the right to rely upon, and to receive the rights and benefits provided in this Agreement but shall not otherwise be deemed to be a party hereto nor shall Visit Orlando have any obligation or liability hereunder and is and will at all times hereunder be acting solely at the direction of the County.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

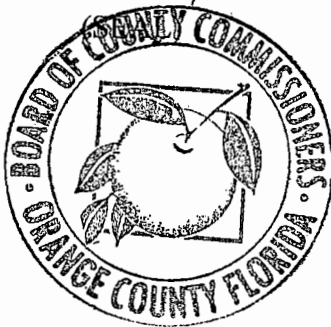
By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 10.30.18

ATTEST:

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

By: *Katie Smith*
Deputy Clerk



FLORIDA CITRUS SPORTS
EVENTS, INC.

By: 

Thomas Sittema
President


Date: October 16, 2018

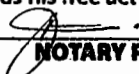
STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY, that on this 16th day of October, 2018, before me personally appeared Thomas Sittema, President of Florida Citrus Sports Events, Inc., to me known to be, or who has produced his Florida Dr. License as identification, and did (did not) take an oath, the individual and officer described in and who executed the foregoing conveyance and acknowledged the execution thereof to be his/her free act and deed as such officer thereunto duly authorized, and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

Witness my hand and official seal this 16th day of October, 2018.

(Notary Seal)


Notary Signature

State of Florida
County of Orange
On this 16 day of October
before me personally appeared Thomas Sittema
to me known to be the person who executed the
foregoing instrument, and acknowledged that he
executed the same as his free act and deed.
SEAL (signed) 
NOTARY PUBLIC

**Schedule "A" to
Agreement
between
ORANGE COUNTY, FLORIDA
and
FLORIDA CITRUS SPORTS EVENTS, INC.**

- Allowable expenses include:
 - Bid fees and direct incentive payments
- Non-allowable expenses include:
 - General and Administrative Expenses
 - Capital costs including venue enhancements, equipment etc.
 - Debt
 - Hospitality/Social Functions including food and beverages, banquets and admission tickets
 - Travel, transportation, lodging and other local costs.

BCC Mtg. Date: October 30, 2018

AGREEMENT
between
ORANGE COUNTY, FLORIDA
and
FLORIDA CITRUS SPORTS EVENTS, INC.

2018 – 2021
FLORIDA BLUE CLASSIC FOOTBALL GAME

THIS AGREEMENT, made and entered into as of the date of last execution below, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, ("County"), FLORIDA CITRUS SPORTS EVENTS, INC., a not-for-profit corporation organized and existing under the laws of the State of Florida ("FCSE").

WITNESSETH:

WHEREAS, the County has previously found that encouraging and promoting the selection of the Orlando area as a venue for international, national, regional and local sports events, teams and sports-related businesses generates economic growth and enhances the overall quality of life of Orlando area residents; and

WHEREAS, on November 1, 2016, the Orange County Board of County Commissioners ("Board") enacted Ordinance 2016-23 which authorized consolidated sports funding under the Tourist Development Plan for incentivizing sporting events in venues located in Orange County ("Sports Incentive Funds"); and

WHEREAS, on August 1, 2017, the Board approved that certain Sixth Addendum to the Tourism Promotion Agreement between the County and Visit Orlando which provided for the professional assistance of Visit Orlando in evaluating sports incentive funding proposals and provided for the deposit of such Sports Incentive Funds with Visit Orlando ("VO Agreement"); and

WHEREAS, on October 31, 2017, the Board adopted Resolution No. 2017-M-43 which established the Tourist Development Tax Sports Incentive Committee to serve in an advisory capacity to the Board with the professional assistance of Visit Orlando; and

WHEREAS, on September 24, 2018, the County's Tourist Development Tax Sports Incentive Committee recommended approval of a request from FCSE, on behalf of the Florida Classic Consortium Corporation ("FCCC"), a direct support organization of Florida A&M University and Bethune-Cookman University, historically black colleges and universities ("HBCU"), for one million four hundred fifty thousand dollars (\$1,450,000) in Sports Incentive Funds to pay incentive payments to retain the annual Florida Blue Classic football game ("Event" or "Events") at Camping World Stadium in Orlando through November, 2021; and

WHEREAS, this request is for funds in addition to certain funds previously awarded to the FCCC under a grant agreement approved by the Board on September 13, 2016; and

WHEREAS, the Board now desires to approve an award of Sports Incentive Funds to FCSE for the purpose of incentivizing FCCC, as Event Owner, to extend its commitment to keep the Event, which is the nation's largest annual HBCU football game, in Orlando in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and FCSE agree as follows:

1. **Authorized Sports Incentive Fund Payments.** On the condition that the Event Owner has contractually committed to stage the Events in Orlando for four consecutive years through November, 2021, the County hereby authorizes Visit Orlando to disburse four annual payments of three hundred sixty two thousand five hundred dollars (\$362,500) to FCSE in a total aggregate amount not to exceed one million four hundred fifty thousand dollars (\$1,450,000) from available Sports Incentive Funds to pay incentive payments for the Events ("Allowable Expenses") as set forth in Schedule "A" attached hereto.

All requests for payment shall be submitted to the County Administrator and Visit Orlando with a copy to the County Comptroller at the notice addresses set forth in Section 15 hereof. After review and approval of each request for payment, the County Administrator shall by written direction (which may be delivered via email) instruct Visit Orlando to make payment within 10 days thereafter as needed to pay the incentive payment to for the upcoming Event. Only after execution by both parties hereto and written direction from the County Administrator to Visit Orlando shall an initial installment in an amount up to the incentive payment for the 2018 Event be paid to FCSE and only after FCSE shall have submitted a signed request stating the amount of the incentive payment requested for the Event, together with evidence that: (i) the FCCC has committed to stage the Event at Camping World Stadium in Orlando from 2018 through 2021 and (ii) that FCSE and FCCC have committed to tie promotion of the Event to the Orlando destination. Subsequent installments in amounts equal to the incentive payment may be paid to FCSE only after: (i) FCSE shall have submitted a signed request for payment for the applicable year; (ii) FCSE shall have provided the County with the reports required herein and (iii) the County Administrator shall by written direction (which may be delivered via email) have instructed Visit Orlando to make such payment.

2. **FCSE.** FCSE will manage and stage the Event at Camping World Stadium in Orlando and use its best efforts to promote and market each game in a manner that promotes and increases tourism within Orange County, Florida. FSCE will utilize the funds provided for herein solely for the above incentive payments for Event Owner and in conformance with pertinent provisions of Florida Law regarding expenditure of Tourist Development Tax revenues and the County's Tourist Development Plan. Consistent with past Events managed by FCSE at

Camping World Stadium, FCSE shall annually provide to the County the information contemplated in Paragraph 7 below.

FSCE specifically acknowledges that Sports Incentive Funds shall not be expended for non-allowable expenses. Non-allowable expenses include general and administrative expenses, capital costs including venue enhancements, equipment, debt, hospitality/social functions including food and beverages, banquets and admission tickets, travel, transportation and lodging. FSCE will submit requests for payment only as set forth above with documentation contemplated in Paragraph 7 below to verify such expenses.

3. **Disbursement of Funds.** No payments shall be made in any year in which the Orlando area has not been selected as the location for the Event. Funds shall be payable only after receipt, review and approval of the above-referenced requests for payment. In the event that the VO Agreement shall expire during the term of this Agreement, any Sports Incentive Funds awarded but not yet disbursed hereunder shall remain on deposit with Visit Orlando for disbursement for Allowable Expenses for a period not to extend beyond the date that is scheduled for the staging of the Events after which time any awarded but not disbursed Sports Incentive Funds shall revert to the general use and purpose of Sports Incentive Funds in general.
4. **Payment Contingency.** This Agreement and any payments provided for in this Agreement are contingent upon the availability of Sports Incentive Funds derived from the tax levied under Section 25-136 of the Orange County Code to make the payments hereunder. The County shall not cause Sports Incentive Funds to be unavailable as a result of dilution of the Sports Incentive Fund through funding other sports events.
5. **No Pledge of Tax Revenues.** Nothing in this Agreement shall constitute or be deemed (i) a pledge of or lien upon tourist development taxes, any other source of County revenue, or any real or personal property of the County, (ii) an amendment to the County Tourist Development Plan, or (iii) a waiver of or contract to exercise the County's sovereign governmental powers.
6. **Nondiscrimination.** FCSE hereby certifies that it will provide the activities and programs associated with attracting and promoting the Event without regard to race, color, creed, sex, age, national origin, disability or marital status, and remain in compliance with Title VII of the 1964 Civil Rights Act as amended, and any and all other applicable federal, state or local laws, rules and regulations, whether presently existing or hereafter promulgated.
7. **Budget and Reporting Requirements.** As a condition of receiving funds pursuant to this Agreement FCSE acknowledges and agrees to comply with its reporting obligations and to timely provide the following to the Comptroller and County Administrator, at their respective notice addresses listed in Section 15 hereof:

- (i) a detailed schedule of revenues and expenses of each Event after the conclusion of an event audit of each annual Events prepared by an independent CPA firm;
- (ii) program reports that include at a minimum the number of room nights, average daily rate, attendance and economic impact generated by the Event and the source of that information.

At the County's or Tourist Development Council's or Sports Incentive Committee's request, FCSE shall provide a presentation to such boards, following each Event which will include financial and program summaries of its activities and the Events. FCSE shall provide such additional presentations regarding each Event as may be requested by the Sports Incentive Committee, Tourist Development Council or the County.

8. **FCSE to Act as Independent Contractor.** FCSE shall perform its obligations hereunder as an independent contractor, not as an agent of the County. FCSE shall have no authority to obligate the County and shall not hold itself out or give any third party reason to believe otherwise. Similarly the County shall have no authority to act or direct FCSE with respect to the Event and related activities. Any contracts for goods or services required in the course of FCSE's performance under this Agreement shall be entered into by FCSE for its own account or on behalf of FCCC, not the County's. FCSE shall keep its own books and accounts, shall be custodian of its own funds, and shall be solely liable for and shall discharge its own debts. Neither the County nor any of its officers or employees shall (i) directly or indirectly perform or direct the performance of any FCSE services under this Agreement, (ii) manage, supervise, or assist or direct the performance of any FCSE employee in the course of performing his or her employment duties for FCSE, (iii) be responsible either to FCSE or to the County for any failure of FCSE's employees to fulfill FCSE's obligations hereunder, or (iv) be required to report to FCSE any negligence, unsatisfactory performance, misfeasance, malfeasance, or nonfeasance of any of FCSE's employees, agents or contractors.
9. **Right to Audit and Inspect Accounts.** During the term of this Agreement, FCSE shall permit County staff and the Orange County Comptroller and his staff at any time during normal working hours the limited right to inspect FCSE's records, books and accounts specifically and directly maintained for the Event, insofar as they relate to this Agreement and only to the extent necessary in good faith to ensure proper compliance by the parties with the provisions of this Agreement provided that at least 24 hour notice is given to FCSE prior to any such inspection. The foregoing shall be in addition to any other rights the Comptroller and his staff may have in this Agreement or any other agreement with respect to the inspection of FCSE's books and accounts.
10. **Maintenance of Records.** For a period ending five years after the expiration or termination of this Agreement, FCSE shall make all records and documents relating to this Agreement available for inspection by the County or any agent

designated by the County and the Orange County Comptroller, and during such period the County may copy such records and documents as necessary to support its audit and the conclusions therefrom.

11. **Additional Reporting.** Following receipt of the incentive payment, FCSE will annually provide to the County and the Comptroller a schedule of the actual revenues and expenditures relating to the applicable Event within 15 days of completion of such schedule, which schedule shall be completed within 120 days of the close of FCSE's fiscal year.

12. **Defaults and Remedies.** The following events shall constitute an event of default under this Agreement: (a) if either party fails to comply with the terms contained in this Agreement and such failure is not corrected within the period of time allotted for cure in a written notice from the non-breaching party; or (b) if at any time any material representation is made by FCSE in any communication submitted to the County in an effort to induce the expenditure of Sports Incentive Funds is determined by the County to be false, misleading, or incorrect in a material manner. Failure of either party to declare a default shall not constitute a waiver of any rights by the non-breaching party. Furthermore, the waiver of any default by the non-breaching party shall in no event be construed as a waiver of rights with respect to any other default, past or present.

Upon the occurrence of any event of default, or any other breach of this Agreement, the non-breaching party shall be free to terminate this Agreement; withhold all funding; demand repayment for amounts disbursed; and/or exercise all rights and remedies available to it under this Agreement, statutory law, equity, or common law. All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the non-breaching party may have available to it.

13. **Term; Termination.** This Agreement shall become effective upon execution by both parties hereto and shall continue for a period of one (1) year after the staging of the last Event. This Agreement may be earlier terminated pursuant to Section 12 hereof entitled "Default and Remedies." Sections 7, 8, 9 and 10 hereof shall survive termination.
14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement whether verbal or written, with regard to the subject matter hereof shall be deemed to exist.
15. **Notices.** Any notices required or allowed hereunder shall be in writing and given by certified mail with return receipt requested, by email to the addresses below, or in person with proof of delivery to the addresses below, or such other address as either party shall have specified by written notice to the other party delivered in accordance herewith:

County: Orange County Administrator
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801

FCSE: Florida Citrus Sports Events, Inc.
One Citrus Bowl Place
Orlando, Florida 32805
Attn: Steve Hogan, CEO

Copy to: Richard J. Fildes, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Drive
Orlando, Florida 32805

Visit Orlando: Visit Orlando
6277 Sea Harbor Drive #400
Orlando, Florida 32801
Attention: COO/CFO

Comptroller: Orange County Comptroller
Director of Finance & Accounting
201 S. Rosalind Avenue, 4th Floor
Orlando, Florida 32801

16. **Indemnification.** The FCSE agrees to indemnify and save harmless the County from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, arising or growing out of or in any way connected with the performance of this Agreement itself.
17. **No Assignment.** FCSE may not assign its rights hereunder, without the prior written consent of the County. Failure to comply with this section may result in immediate termination of this Agreement.
18. **No waiver.** Continued performance by either party hereto, pursuant to the terms of this Agreement, after a default of any of the terms, covenants or conditions herein shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.
19. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this 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 holding.

20. **Governing Law; Venue.** Any litigation occurring as a result of this Agreement shall be held in the courts of Orange County, Florida. This Agreement shall be governed by the laws of the State of Florida.
21. **Attorney's Fees.** In any judicial proceeding arising out of this Agreement, each party shall bear its own attorney fees and costs, including fees and costs incurred on appeal.
22. **Headings.** The headings or captions of sections or paragraphs used in this Agreement 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 Agreement.
23. **Counterparts.** This Agreement may be executed in separate counterparts, all of which taken together shall be deemed to constitute one and the same instrument.
24. **Third Party Beneficiary.** The parties acknowledge and agree that Visit Orlando is a third party beneficiary of this Agreement and as such shall have the right to rely upon, and to receive the rights and benefits provided in this Agreement but shall not otherwise be deemed to be a party hereto nor shall Visit Orlando have any obligation or liability hereunder and is and will at all times hereunder be

[SIGNATURES APPEAR ON FOLLOWING PAGES]

acting solely at the direction of the County.

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

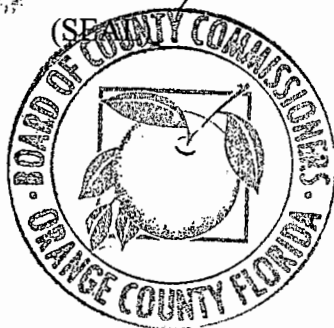
By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 10.30.18

ATTEST:

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

By: *Katie Smith*
Deputy Clerk



FLORIDA CITRUS SPORTS
EVENTS, INC.

By: _____

Thomas Sittema
President

Date: October 16, 2018

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY, that on this 16th day of October, 2018, before me personally appeared Thomas Sittema, President of Florida Citrus Sports Events, Inc., to me known to be, or who has produced his Florida Dr. License as identification, and did (did not) take an oath, the individual and officer described in and who executed the foregoing conveyance and acknowledged the execution thereof to be his/her free act and deed as such officer thereunto duly authorized, and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

Witness my hand and official seal this 16th day of October, 2018.

(Notary Seal)

Notary Signature

State of Florida
County of Orange
On this 16th day of October
before me personally appeared
Thomas Sittema
to me known to be the person who executed the
foregoing instrument, and acknowledged that he
executed the same as his free act and deed.
SEAL (signed) _____
NOTARY PUBLIC

**Schedule "A" to
Agreement
between
ORANGE COUNTY, FLORIDA
and
FLORIDA CITRUS SPORTS EVENTS, INC.**

- Allowable expenses include:
 - Bid fees and direct incentive payments
- Non-allowable expenses include:
 - General and Administrative Expenses
 - Capital costs including venue enhancements, equipment etc.
 - Debt
 - Hospitality/Social Functions including food and beverages, banquets and admission tickets
 - Travel, transportation, lodging and other local costs.

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