




Interoffice Memorandum

November 5, 2018

To: Mayor Teresa Jacobs
-AND-
County Commissioners

From: Eric D. Gassman, Deputy County Administrator 

Subject: Sports Incentive Funding Agreements
Consent Agenda Item – November 13, 2018

On November 1, 2016, 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. The Board then adopted Resolution No. 2017-M-43, establishing the Tourist Development Tax Sports Incentive Committee (the "Committee") to serve in an advisory capacity to the Board with the assistance of Visit Orlando.

At its September 24, 2018 meeting, the Committee evaluated and recommended for approval a request made by the Central Florida Sports Commission, currently doing business as the Greater Orlando Sports Commission ("GOSC") for the 2019 Florida Cup Soccer Event ("Event"). The request is for \$137,500 to pay advertising and promotional expenses for the Event, with a focus on promoting its location in Orlando. The soccer matches will take place January 9 through 13, 2019, at Orlando City Stadium with community events at various locations in the county. Several international clubs will be participating in the Event, including clubs from the Netherlands and Brazil. Universal Orlando will host ancillary activities for the Event including concerts, a fan festival and a 5K run. The Event is forecasting total combined attendance for four games to be approximately 24,000, with approximately 17,500 hotel room nights. Using the daily out-of-state spending multiplier provided by the Florida Sports Foundation, the Event is forecasted to generate approximately \$17 million in economic impact.

The second funding agreement is pursuant to the terms of the recently approved 7th addendum to Visit Orlando's tourism promotion agreement, which authorized Visit Orlando to disburse \$200,000 in Sports Incentive Funds to fund GOSC's administrative expenses for one year. As an informational item, GOSC gave a presentation to the Committee on its recent accomplishments. The funding agreement, if approved, authorizes four, \$50,000 quarterly payments totaling \$200,000 to GOSC in Fiscal Year 2018-2019.

Sports Incentive Committee Funding Requests
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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) Agreement between Orange County, Florida and Central Florida Sports Commission, Inc. 2019 Florida Cup Soccer Event in the amount of \$137,500 and (2) Agreement between Orange County, Florida and Central Florida Sports Commission, Inc., for Fiscal Year 2018-2019 in the amount of \$200,000.

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

AGREEMENT
between
ORANGE COUNTY, FLORIDA
and
CENTRAL FLORIDA SPORTS COMMISSION, INC.

2019 Florida Cup Soccer Event

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, hereinafter referred to as the "County", THE CENTRAL FLORIDA SPORTS COMMISSION, INC., a not-for-profit corporation organized and existing under the laws of the State of Florida (the "CFSC").

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 the CFSC's request for one hundred thirty seven thousand five hundred dollars (\$137,500) in Sports Incentive Funds to pay advertising and promotion expenses for the 2019 Florida Cup professional soccer event in Orlando ("Event"); and

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

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

1. **Authorized Sports Incentive Fund Payments.** On the condition that Orlando is selected as the site for the Event, and the further condition that advertising and promotion for the Event focus on the location of the Event in Orlando, the County hereby authorizes and directs Visit Orlando to disburse payments to CFSC in a total aggregate amount not to exceed one hundred thirty-seven thousand five hundred dollars (\$137,500) from available Sports Incentive Funds to pay advertising and promotion expenses for the Event as set forth in Schedule "A" attached hereto ("Allowable Expenses").

Request 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 such 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 timely pay Allowable Expenses fee for the Event. Only after execution by both parties hereto and written direction from the County Administrator to Visit Orlando may payment in an amount not to exceed one hundred thirty-seven thousand five hundred dollars (\$137,500) be paid to CFSC and only after CFSC shall have submitted a signed request together with (i) a budget for the Event in sufficient detail to demonstrate the need for Sports Incentive Funds for Allowable Expense in the amount requested, and (ii) evidence that Orlando venues have been selected to host the Event.

2. **CFSC.** The CFSC will facilitate the Event at Orlando venues in a manner intended to promote and increase tourism in the Orlando area. The CFSC will promote the Orlando area through the staging of the Event and will utilize the funds provided for herein solely for Allowable Expenses, pertinent provisions of Florida Law regarding expenditure of Tourist Development Tax revenues and the County's Tourist Development Plan.

CFSC 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. CFSC 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. CFSC shall for each year during the term of this Agreement annually cause audited financial statements of the CFSC 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.** No payments shall be made if the Orlando area will not be the location for the Event. The fee for the Event shall only be payable only after receipt of the above-referenced request and evidence satisfactory to the County that Orlando has been selected as the site for the Event. 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 CFSC 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 the CFSC 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 13 hereof:
 - (i) a detailed line item revenue and expense budget for the Event, to be submitted simultaneously with the submission of the initial request for payment to Visit Orlando and the County;
 - (ii) a comparison of budget to actual revenues and expenses relating to the Event 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 CFSC within 60 days of completion of its audit, and such audit shall be completed within 180 days of the close of the CFSC's fiscal year;

- (iv) the CFSC'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 Event and the source of that information.

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

8. **Recordkeeping; Accounting; Audit.** The CFSC 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 Event, 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 CFSC as a result of a County audit shall be the sole responsibility of and shall be borne by the CFSC. 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 CFSC 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 CFSC 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 Event. 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, 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, or by email if to Visit Orlando:

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

CFSC: Central Florida Sports Commission
400 W. Church Street #205
Orlando, Florida 32801
Attention: CEO

Visit Orlando: Visit Orlando
6277 Sea Harbor Drive #400
Orlando, Florida 32801
Attention: COO/CFO
Larry.Henrichs@visitorlando.com

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

13. **Indemnification.** The CFSC 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 CFSC 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

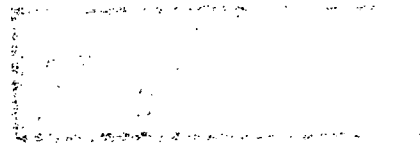
By: *B. J. Dalchanda*
Teresa Jacobs
Orange County Mayor
tu

ATTEST:

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

By: *Lakela Louis*
for Deputy Clerk

(SEAL)



CENTRAL FLORIDA SPORTS
COMMISSION, INC.

By: [Signature]
Its: CEO
Date: 10/31/18

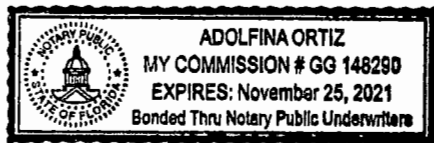
STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY, that on this 31st day of Oct., 2018, before me personally appeared Jason Siegel, CEO of the Central Florida Sports Commission, 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 31st day of October, 2018.

(Notary Seal)

[Signature]
Notary Signature



**Schedule "A" to
Agreement
between
ORANGE COUNTY, FLORIDA
and
CENTRAL FLORIDA SPORTS COMMISSION, INC.**

- Allowable expenses include:
 - Advertising and Promotion Expenses
- 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.

AGREEMENT
between
ORANGE COUNTY, FLORIDA
and
CENTRAL FLORIDA SPORTS COMMISSION, INC.
FOR FISCAL YEAR 2018-2019

THIS AGREEMENT is entered into and effective as of the date of last execution below, by Orange County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County," and the Central Florida Sports Commission, Inc. d/b/a Greater Orlando Sports Commission (formerly known as the Orlando Area Sports Commission, Inc.), a nonprofit corporation organized under the laws of the State of Florida ("GO Sports").

PREMISES

WHEREAS, the County has previously found that encouraging and promoting the selection of Orange County 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 Orange County 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 September 18, 2018, the Board approved that certain Seventh Addendum to the VO Agreement which authorized Visit Orlando to expend Sports Incentive Funds in fiscal year 2018/19 in an amount up to two hundred thousand dollars (\$200,000.00) for administrative expenses for GO Sports pursuant to the terms of a funding agreement approved by the Board;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

Section 1. GO Sports Services. GO Sports will (i) promote the selection of Orange County as a venue to national and international sports event promoters, teams and sports-related businesses and operators to select Orange County as their destination; (ii) develop sports-related marketing initiatives and promotional campaigns and programs to attract sporting events to Orange County venues; (iii) track metrics on estimated visitors, room nights and economic

impact relating to all sporting events booked by GO Sports; (iv) provide the requests for payment and quarterly reports required herein in form and level of detail to the reasonable satisfaction of Visit Orlando; (v) work together collaboratively and cooperatively with Visit Orlando and other local organizations including but not limited to Florida Citrus Sports Association and Central Florida colleges and universities to bring sporting events to Orange County venues; and (vi) when requested, timely provide information and presentations to the County, the Tourist Development Council and the County's Sports Incentive Committee.

Section 2. Goals and Performance Measures. The Sports Commission shall make every commercially reasonable effort to fulfill service and performance measures identified in a "Goals and Performance Measures" report which shall include baseline historic and projected booking performance, which shall track metrics on estimated visitors, room nights and economic impact. Such Goals and Performance Measures report shall be submitted to, reviewed and approved by Visit Orlando prior to the initial payment by Visit Orlando hereunder.

Section 3. Payments by Visit Orlando. The County hereby authorizes and directs Visit Orlando to disburse Sports Incentive Funds to GO Sports in an amount not to exceed two hundred thousand dollars (\$200,000.00) which amount shall be paid in quarterly installments of fifty thousand dollars (\$50,000.00) beginning immediately after the agreement is executed, but only after GO Sports shall have submitted to Visit Orlando a request for payment, accompanied by the information required herein with copies to the County Administrator. The initial request for payment shall be conditioned upon receipt and review by Visit Orlando of GO Sports' "Goals and Performance Measures" report together with GO Sports' budget, marketing and travel plans for the twelve month period approximating the term of this Agreement. All subsequent requests for payment to Visit Orlando shall be quarterly (on or after January 1, 2019, April 1, 2019, and July 1, 2019) and be accompanied by quarterly reports which shall include:

- (i) a summary of the economic impact of each sports event to be promoted, being promoted, or promoted by GO Sports during the preceding quarter together with the projected number of room nights generated; and
- (ii) its marketing activities, travel, programs and bookings for the immediately preceding quarter.

All payments shall be subject to Visit Orlando's review and confirmation of receipt of the information required above and shall, once so confirmed, be paid within thirty days of submission of the request for payment and quarterly reports.

Section 4. GO Sports. GO Sports may use the funds provided for herein for administrative expenses of GO Sports provided that such expenses are for: (i) salaries and benefits solely related to personnel dedicated to securing future sporting events to be held in Orange County, Florida and (ii) a commercially reasonable and supportable allocation of other overhead, travel and management-related expenses related to securing such future sporting events in Orange County, Florida.

Section 5. 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 applications for Sports Incentive Funds.

Section 6. 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.

Section 7. Nondiscrimination. GO Sports hereby certifies that it will provide its activities and programs 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.

Section 8. Term. This Agreement shall commence on the date of last execution below and continue through September 30, 2019. Sections 10, 13, 14 and 21 and shall survive termination.

Section 9. No Agency Created. GO Sports shall not act as an agent of the County. GO Sports shall be an independent contractor and its employees shall not be considered employees of the County or eligible for any County employee benefits.

Section 10. Indemnification. To the fullest extent permitted by law, GO Sports will indemnify and hold harmless the County and Visit Orlando from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from the performance of the operations of GO Sports under this Agreement. This provision shall survive termination of this Agreement.

Section 11. Protection of Persons and Property. GO Sports will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with its services or performance of its operations under this Agreement. GO Sports shall take all reasonable precautions for the safety of, and will provide all reasonable protection to prevent damage, injury or loss to: (i) all employees on the job and all other persons who may be affected thereby; and (ii) all property, materials and equipment, whether in storage on or off the site, under the care, custody or control of GO Sports. GO Sports will comply with all applicable safety laws, ordinances, rules, regulations, standards and lawful orders bearing on the safety of persons or property or their protection from damage, injury or loss.

Section 12. Insurance.

a. GO Sports will have in force the following insurance coverages and will provide Certificates of Insurance to the County prior to submitting its initial request for payment under this Agreement to verify such coverages:

- 1) Workers' Compensation - GO Sports will provide Workers'

Compensation coverage for all GO Sports employees and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all its employees. The limits will be statutory for Workers' Compensation and \$100,000 for Employer's Liability.

2) Commercial General Liability - GO Sports will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will not be less than \$500,000 Combined Single Limit ("CSL") bodily injury and property damage, or its equivalent.

3) Commercial Automobile Liability - GO Sports will provide coverage for all non-owned vehicles for limits of not less than \$500,000 Combined Single Limit ("CSL") bodily injury and property damage, or its equivalent.

4) Employees' Honesty Insurance - GO Sports will provide a minimum of \$10,000 limit coverage upon any employee who has access to funds of the corporation.

b. The insurance coverages shall contain a provision which forbids any cancellation, changes or material alterations in the coverages without providing written notice to the County and Visit Orlando and will be written by carriers acceptable to the County Risk Manager.

Section 13. Records. GO Sports shall keep orderly and complete records of its accounts and operations, in accordance with generally accepted accounting principles, and shall keep open these records to inspection by County personnel and the County Comptroller at reasonable hours during the entire term of this Agreement, plus five (5) years after the ending date of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period and extends beyond this period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved. Any person duly authorized by the County shall have full access to and the right to examine any of the records during said period. Any cost incurred by GO Sports as a result of a County audit shall be the sole responsibility of and shall be borne by GO Sports. This provision shall survive termination of this Agreement.

Section 14. Financial Reporting. GO Sports 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 line item budget for GO Sports, to be submitted simultaneously with the submission of the initial request for payment to Visit Orlando and a copy to the County and County Comptroller;
- (ii) audited financial statements of GO Sports within 60 days of completion of its audit, and such audit shall be completed within 180 days of the close of GO Sports' fiscal year;
- (iii) GO Sports' IRS Form-990 filing with the Internal Revenue Service, to be submitted at the time of submission to the IRS; and
- (iv) quarterly program reports that include the number of room nights, average daily rate, attendance and economic impact generated by each event booked by GO Sports and the source of that information.

GO Sports shall provide such presentations to the Board, the Tourist Development Council and/or the County Sports Incentive Committee regarding its activities and expenditures or other matters relating to this Agreement as the Mayor, the County Administrator or designee may request from time to time.

Section 15. Notices. Any notices required or allowed hereunder shall be in writing and given by certified mail with return receipt requested, 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, or by email if to Visit Orlando:

County:	Orange County Administrator 201 S. Rosalind Avenue, 5 th Floor Orlando, Florida 32801
GO Sports:	Greater Orlando Sports Commission 400 W. Church Street #205 Orlando, Florida 32801 Attention: CEO
With a copy to:	Chris Carmody 301 E. Pine Street, Suite 1400 P.O. Box 3068 Orlando, Florida 32801 Chris.Carmody@gray-robinson.com
Visit Orlando:	Visit Orlando 6277 Sea Harbor Drive #400 Orlando, Florida 32801 Attention: COO/CFO Larry.Henrichs@visitorlando.com
With a copy to:	William T. Dymond, Jr. Lowndes, Drosdick, Doster, Kantor & Reed, PA 215 N. Eola Drive Orlando, Florida 32801 William.Dymond@lowndes-law.com
Comptroller:	Orange County Comptroller Director of Finance & Accounting 201 S. Rosalind Avenue, 4 th Floor Orlando, Florida 32801

Section 16. 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 GO Sports in any communication submitted to the County or Visit Orlando 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 GO Sports 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.

Section 17. 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.

Section 18. No Assignment. GO Sports 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.

Section 19. 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.

Section 20. 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.

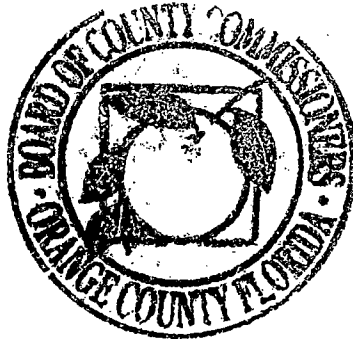
Section 21. Governing Law; Venue. Any litigation occurring as a result of this Agreement shall be held in the courts of Orange County, Florida. This Agreement shall be governed by the laws of the State of Florida.

Section 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.

Section 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.

Section 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 liability hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

ATTEST:

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

By: *Lahela Lewis*
Deputy Clerk

(SEAL)

**CENTRAL FLORIDA SPORTS
COMMISSION, INC.**

By: _____
Its: _____
Date: Nov. 1, 2018

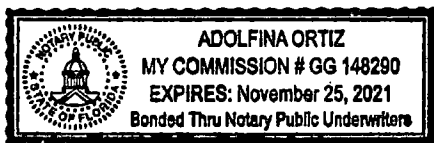
**STATE OF FLORIDA
COUNTY OF ORANGE**

I HEREBY CERTIFY, that on this 1st day of Nov, 2018, before me personally appeared Jason Siegel, CEO of the Central Florida Sports Commission, 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 1st day of November, 2018.

(Notary Seal)

Adolfina Ortiz
Notary Signature



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