

**SPORTS MARKETING AND BUSINESS DEVELOPMENT SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into this 26 day of September, 2023, by and between **THE CENTRAL FLORIDA SPORTS COMMISSION, INC. d/b/a GREATER ORLANDO SPORTS COMMISSION**, duly authorized to conduct business in the State of Florida, whose address is 400 West Church Street, Suite 205, Orlando, Florida 32801, hereinafter called "GO SPORTS", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

**WITNESSETH:**

**WHEREAS**, COUNTY wishes to retain the services of a consultant to provide sports marketing and business development for the sports venues in Seminole County; and

**WHEREAS**, GO SPORTS furnishes sports marketing and sports event development services to Orange, Lake, and Osceola Counties in the Central Florida area and desires to provide its services to COUNTY according to the terms and conditions stated herein; and

**WHEREAS**, due to the nature of the services being provided in this Agreement and the long-standing relationship COUNTY has maintained with GO SPORTS, COUNTY deems it to be in the best interest of the citizens of Seminole County to waive the procurement process pursuant to Section 220.6, Seminole County Code, for the acquisition of sports marketing and sports business development services.

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, COUNTY and GO SPORTS agree as follows:

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Sports Marketing and Business Development Services Agreement  
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**Section 1. Services.** COUNTY does hereby retain GO SPORTS to furnish services and perform those tasks as further described in the Scope of Services and Performance Work Statement attached hereto and incorporated herein as Exhibit A.

**Section 2. Compensation.** COUNTY agrees to compensate GO SPORTS for the professional services called for in this Agreement as follows: for every fiscal year during the term of this Agreement, an annual retainer fee of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), subject to adjustment in the form of incentive payments, as more particularly described in Exhibit A, attached.

**Section 3. Payment and Invoicing Procedures.**

(a) Upon GO SPORTS's submission of an invoice to COUNTY, no earlier than October 1 of each fiscal year, COUNTY shall, upon review and approval of the invoice in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, pay GO SPORTS an amount not to exceed the sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), an amount representing the retainer fee for the current fiscal year (October 1 to September 30). The retainer fee shall be paid in full within thirty (30) days upon the COUNTY's review and approval of the invoice.

(b) GO SPORTS may submit an invoice to COUNTY and documentation demonstrating compliance with the Room Night Goal and the Room Night Incentive as set forth in Exhibit A, with said invoice to be submitted no earlier than January 1 within the then current fiscal year. Said documentation shall include certified room night pick up forms verifying the paid room nights for sports events acquired through the development efforts of GO SPORTS, plus any additional confirmation documents or information required by COUNTY. COUNTY shall, after independent review, verification, and approval of said documentation, pay GO SPORTS an amount consistent



with the verified Room Night Incentive which is TEN AND 00/100 DOLLARS (\$10.00) for every room night generated over 10,000 rooms not to exceed \$50,000.00 for each fiscal year.

(c) For the purposes of the invoicing as described above, substantial compliance with the Room Night Goal and the Room Night Incentive as described in Exhibit A shall be demonstrated through an event summary analysis of room night generation for the fiscal year to date and COUNTY's independent verification that room nights claimed were actually achieved for the locations and events claimed.

(d) For all invoices, the original and one (1) copy shall be sent to:

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772-8080

Two (2) copies of the invoice shall be sent to:

Seminole County Tourism Development Division  
1515 International Parkway, Suite 1013  
Lake Mary, Florida 32746

#### **Section 4. Maintenance and Audit of Records.**

(a) GO SPORTS shall during the term of this Agreement keep and maintain all records, books, documents, papers, accounting records and all other evidence pertaining to its duties and responsibilities pursuant to this Agreement which, in the judgment of COUNTY, may be deemed necessary to the evaluation and verification of GO SPORTS's compliance with the terms of this Agreement. All such evidence and records shall be retained by GO SPORTS and made readily available to COUNTY during the term of this Agreement and for five (5) years after the date of final payment under the terms of this Agreement. If any litigation, claim or audit is commenced prior to expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.



(b) GO SPORTS's "records, books, documents, papers, accounting records and other evidence" as referred to in this Agreement shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in COUNTY's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document; and shall include hard copy, as well as computer readable data, written policies and procedures, time sheets, payroll registers, cancelled checks, subcontract files, proposals of successful and unsuccessful bidders, bid recaps, original estimates, estimating worksheets, correspondence, back-charge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends, and any other GO SPORTS records which may have a bearing on matters of interest to COUNTY in connection with GO SPORTS's dealings with COUNTY (all foregoing hereinafter referred to as "records and documents") to the extent necessary to adequately permit evaluation and verification of:

- (1) GO SPORTS's compliance with this Agreement's requirements;
- (2) Compliance with COUNTY business ethics; or
- (3) Compliance with applicable Florida Statutes and COUNTY ordinances and regulations.

(c) COUNTY, through its authorized agents, which includes the Seminole County Clerk, shall have the right to audit, inspect and copy any records, documents or evidence of GO SPORTS, as deemed necessary by COUNTY, to verify compliance with the terms of this Agreement. Said actions by COUNTY may take place as often as COUNTY deems necessary at any time during the



term of this Agreement and for a period of five (5) years after final payment is made pursuant to the terms of this Agreement. COUNTY or any of its authorized representatives shall have access to GO SPORTS's books, records, documents or any other evidence no later than forty-eight (48) hours after notice is given to GO SPORTS that access is needed.

(d) GO SPORTS shall require all payees receiving from GO SPORTS any funds provided hereunder to comply with subsection (c) above by including said requirements in any contract between GO SPORTS and payees. Such requirements include a flow-down right of audit provisions in contracts with payees. GO SPORTS shall cooperate fully and cause all aforementioned parties and all of GO SPORTS's payees to cooperate fully in furnishing or in making available to COUNTY from time to time whenever requested in an expeditious manner any and all records and documents.

(e) COUNTY, during the term of this Agreement and for five (5) years after the final payment, shall have the right to obtain a copy of and/or otherwise inspect any audit made at the direction of GO SPORTS concerning the records and documents herein described. Records and documents shall be made accessible at GO SPORTS's local place of business. If the records are unavailable locally, deemed to be Orange and Seminole Counties, GO SPORTS shall be responsible for ensuring that required records are provided at GO SPORTS's expense, including payment of travel and maintenance costs incurred by COUNTY's authorized representatives to access records not maintained locally. The direct expenses of copying records, excluding any overhead cost, shall be at COUNTY's expense.

(f) COUNTY shall conduct such inspection and audit activities during normal business hours. COUNTY, in pursuit of these activities, shall be granted reasonable access to GO SPORTS's offices and facilities, shall be given adequate space by GO SPORTS to conduct these activities, and shall be permitted to interview all current and former employees of GO SPORTS to discuss all matters



pertinent to GO SPORTS's performance obligations and compliance with the terms of this Agreement.

(g) The provisions of this Section and the obligations hereunder shall survive the termination of this Agreement.

**Section 7. Representation on GO SPORTS's Board of Directors.** At its discretion, COUNTY may designate an individual to represent Seminole County on the Central Florida Sports Commission Board of Directors as a fully entitled voting member to be voted on and approved by GO SPORTS's Board of Directors, subject to GO SPORTS's bylaws. The representative established through this provision shall be in addition to the current seat on the GO SPORTS's Board of Directors designated as representing Seminole County. In accordance with GO SPORTS's bylaws, the proposed individuals may not be elected officials.

**Section 8. Marketing Material.** GO SPORTS will include Seminole County as an event/activity co-sponsor and/or host on all bids and marketing materials relating to Seminole County. Additionally, GO SPORTS will make available to COUNTY any photos or videos GO SPORTS takes of events funded, in whole or in part, through the Seminole County Tourism Development Tax, with all releases as may be necessary to permit COUNTY to use said photos or videos in COUNTY marketing or advertising campaigns. Any marketing materials intended to promote Seminole County facilities must be approved by COUNTY prior to publishing or distribution.

**Section 9. Term.** This Agreement shall take effect on October 1, 2023, and shall remain in effect for five (5) consecutive years.

**Section 10. Termination.**

(a) COUNTY may, by written notice to GO SPORTS, terminate this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of GO



SPORTS to fulfill GO SPORTS's Agreement obligations. Upon receipt of such notice, GO SPORTS shall:

(1) Immediately discontinue all services affected unless the notice directs otherwise; and

(2) Deliver to COUNTY all plans, studies, reports, summaries, and such other information and materials as may have been accumulated by GO SPORTS in performing this Agreement, whether completed or in process.

(b) If the termination is due to the failure of GO SPORTS to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, GO SPORTS shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. GO SPORTS shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of GO SPORTS. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of GO SPORTS.

(c) The rights and remedies of COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

**Section 11. Equal Opportunity Employment.** GO SPORTS agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race,



color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**Section 12. No Contingent Fees.** GO SPORTS warrants that it has not employed or retained any company or persons other than a bona fide employee working solely for GO SPORTS to solicit or secure this Agreement and that GO SPORTS has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for GO SPORTS, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate this Agreement at its discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**Section 13. Assignment.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

**Section 14. Subcontractors.** In the event GO SPORTS, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, GO SPORTS must secure the prior written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, GO SPORTS shall remain fully responsible for the services of contractors or other professional associates.



**Section 15. Indemnification of COUNTY.** GO SPORTS agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by GO SPORTS whether caused by GO SPORTS or otherwise. This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties.

**Section 16. Insurance.**

(a) General. GO SPORTS, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Program Manager with the Resource Management Department.

(1) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by GO SPORTS will relieve GO SPORTS of its full responsibility for liability, damages, and accidents.

(2) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by GO SPORTS in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of GO SPORTS.

(3) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then GO SPORTS shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and GO SPORTS shall remedy any deficiencies in the policies of insurance within ten (10) days.



(4) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of GO SPORTS or any other party.

(b) General Requirements.

(1) GO SPORTS shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and including the following as Certificate Holder:

Seminole County, Florida  
Seminole County Services Building  
1101 East 1st Street  
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, GO SPORTS shall provide COUNTY with a renewal or replacement Certificate of Insurance before the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the insurance requirements of this Agreement. **The Certification of Insurance shall have this Agreement title clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, upon request of the COUNTY, GO SPORTS shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt



of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(4) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by GO SPORTS.

(5) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer.

(6) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and GO SPORTS as their interests may appear.

(7) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, and Business Auto policies.

(8) Coverage: The insurance provided by GO SPORTS pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by GO SPORTS.

(9) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida, and its respective officials,



officers, and employees. This Waiver of Subrogation requires a signed, executed contract prior to the date of loss.

(10) Provision: Commercial General Liability and Umbrella Liability Policies required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2022), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2022), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2022), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then GO SPORTS shall immediately notify COUNTY as soon as GO SPORTS has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different



insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, GO SPORTS will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of GO SPORTS, GO SPORTS, at GO SPORTS's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Agreement. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by GO SPORTS and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) GO SPORTS's insurance must cover GO SPORTS and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any



other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by GO SPORTS shall be:

\$500,000.00 (Each Accident)  
500,000.00 (Disease-Policy Limit)  
\$500,000.00 (Disease-Each Employee)

(D) If GO SPORTS asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2022), as this statute may be amended from time to time, GO SPORTS shall provide notification to COUNTY'S Risk Manager with the Resource Management Department and shall complete the COUNTY'S Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY'S sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including GO SPORTS, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) GO SPORTS's insurance must cover GO SPORTS for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) The minimum limits to be maintained by GO SPORTS shall be:

General Aggregate	Two Times (2x) Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00



(C) ISO Endorsement CG 20 10 or CG 20 26 or their equivalent must be used to provide such Additional Insured status.

(3) Business Auto Policy.

(A) GO SPORTS's insurance must cover GO SPORTS for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event GO SPORTS does not own automobiles, GO SPORTS shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

**Section 17. Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures", arising under this Agreement within the dispute resolution procedures set forth in Section 3.5541, "Contract Claims", Seminole County Administrative Code.

(b) GO SPORTS agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which GO SPORTS had knowledge and failed to present during COUNTY dispute resolution procedures.



(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

**Section 18. Representative of COUNTY and GO SPORTS.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by GO SPORTS, shall designate in writing and shall advise GO SPORTS in writing of one or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) GO SPORTS shall at all times during the normal work week designate or appoint one or more representatives of GO SPORTS who are authorized to act on behalf of GO SPORTS regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

**Section 19. All Prior Agreements Superseded.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.



**Section 20. Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Section 21. Independent Contractor.**

(a) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting GO SPORTS, including its officers, employees and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. GO SPORTS is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

(b) It is specifically understood between the parties that any GO SPORTS employees dedicated to or doing work regarding Seminole County sports marketing and sports business development, as described in Exhibit A, shall for all purposes remain the employees of GO SPORTS and will not be considered employees of COUNTY for any purpose, nor will they be eligible for or entitled to any of the benefits of COUNTY employees.

**Section 22. Employee Status.** Persons employed by GO SPORTS in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

**Section 23. Services Not Provided For.** No claim for services furnished by GO SPORTS not specifically provided for herein shall be honored by COUNTY.

**Section 24. Public Records Law.**

(a) GO SPORTS acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as this statute may be amended from time to



time, to release public records to members of the public upon request. GO SPORTS acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as this statute may be amended from time to time, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, GO SPORTS shall provide COUNTY with all requested public records in GO SPORTS's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes, as this statute may be amended from time to time.

(b) GO SPORTS specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, as this statute may be amended from time to time, with regard public records and shall perform the following:

(1) GO SPORTS shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(2) GO SPORTS shall provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, as this statute may be amended from time to time, or as otherwise provided by law; and

(3) GO SPORTS shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, GO SPORTS shall transfer, at no cost to COUNTY, all public records in possession of GO SPORTS, or keep and maintain public records required by COUNTY under this Agreement. If GO SPORTS transfers all public records to



COUNTY upon completion of this Agreement, GO SPORTS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If GO SPORTS keeps and maintains the public records upon completion of this Agreement, GO SPORTS shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to GO SPORTS. GO SPORTS may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes, as this statute may be amended from time to time.

**(e) IF GO SPORTS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GO SPORTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, GO SPORTS MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY SPORTS TOURISM MANAGER, 1055 AAA DRIVE, HEATHROW, FLORIDA 32746 AT 407-665-2902, DTROSSET@SEMINOLECOUNTYFL.GOV.**

**Section 25. Notices.** Whenever either party desires to give notice unto the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this



Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

**For COUNTY:**

Seminole County Tourism Development Division  
1515 International Parkway, Suite 1013  
Lake Mary, Florida 32746

**For GO SPORTS:**

The Greater Orlando Sports Commission  
400 West Church Street, Suite 205  
Orlando, Florida 32801

**Section 26. Document Precedence.** This Agreement represents the full and complete understanding and agreement between the parties. In the event of conflict between the language contained in the body of this Agreement and the language contained in Exhibit A or any successor thereto, the language contained in the body of this Agreement shall take precedence and prevail.

**Section 27. Rights At Law Retained.** The rights and remedies of COUNTY provided for under this Agreement are in addition to any other rights and remedies provided by law.

**Section 28. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, GO SPORTS shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. All tourist tax revenues shall only be used as authorized by Section 125.0104, Florida Statutes. Any use of tourist tax revenues not expressly authorized by said statute are prohibited. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to GO SPORTS.



**Section 29. Conflict of Interest.**

(a) GO SPORTS agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) GO SPORTS hereby certifies that no official, agent, or employee of COUNTY has any material interest (defined in Section 112.312(15), Florida Statutes, as over 5 percent of the total assets or capital stock of the business entity) either directly or indirectly, in the business of GO SPORTS to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

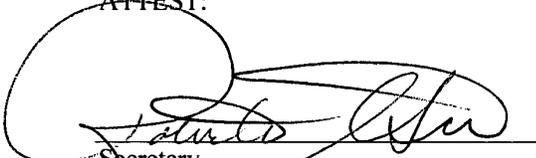
(c) Pursuant to Section 216.347, Florida Statutes, GO SPORTS hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

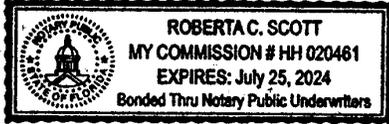
**Section 30. Prior Agreements.** All prior agreements for the provision of services entered into by the parties, including that Agreement entered into on October 13, 2020, are hereby terminated effective September 30, 2023, at 11:59 p.m.



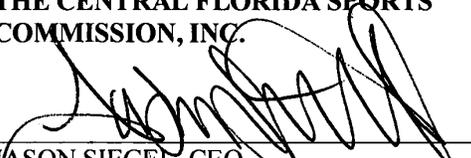
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

  
Secretary  
(CORPORATE SEAL)



THE CENTRAL FLORIDA SPORTS COMMISSION, INC.

By:   
JASON SIEGEL, CEO  
Date: September 19, 2023

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

ATTEST:   
GRANT MALOY  
Clerk to the Board of County Commissioners of Seminole County, Florida.

By:   
AMY LOCKHART, Chairman  
Date: 9/26/23

For the use and reliance Seminole County only.

As authorized for execution by the Board of County Commissioners at its 9/26, 2023, regular meeting.

Approved as to form and legal sufficiency.

  
County Attorney

Attachment:  
Exhibit A – Scope of Services

DTE\sf  
09/14/2023  
T:\Users\Legal Secretary CSB\Tourism\2023\Sports Mktg Bus Dev Agmt (GOSports) Sept 2023.docx

EXHIBIT A

CENTRAL FLORIDA SPORTS COMMISSION d/b/a GREATER ORLANDO SPORTS  
COMMISSION "GO Sports"  
SEMINOLE COUNTY GOVERNMENT  
SPORTS MARKETING AND BUSINESS DEVELOPMENT AGREEMENT  
SCOPE OF SERVICES AND PERFORMANCE  
WORK STATEMENT

I. COMPENSATION:

Annual Retainer	\$100,000
Annual Room Night Goal	10,000 Seminole County Rooms
Incentive	\$10.00 for every room night generated above 10,000 rooms not to exceed \$50,000 per year
Total Annual Contract	\$100,000 annual base retainer + Incentive

\$100,000 annual retainer designated for continued level of service provided by securing events designated in subsection 4A below, maintaining relationships with sports organizations designated in subsection 4A below, and developing new relationships and event opportunities on behalf of Seminole County with the goal of producing 10,000 hotel rooms annually for Seminole County. Greater Orlando Sports Commission (GO Sports) may earn an additional incentive in the amount of \$10.00 for every Seminole County room night generated above 10,000 rooms for each fiscal year; the additional incentive shall not exceed \$50,000 per fiscal year. GO Sports may request an increase to the annual retainer within this agreement if overperformance of room nights is clearly demonstrated by GO Sports within any given year of this agreement. Further, it is understood that an increase to the annual base retainer would be reflective and proportionate to an increase in the room night base goal and would have to be mutually agreed upon by the County and GO Sports prior to the start of the next fiscal year.

In addition to Seminole County hotel room nights, verified Airbnb, VRBO, HomeAway and all other short-term vacation rental room rights in Seminole County from GO Sports events shall be included in GO Sports's final room night reconciliation for each year of the agreement. Surveys will be utilized by GO Sports and verified receipts shall be provided to the County when verifying short term vacation rental room nights. Seminole County and GO Sports shall work cooperatively to mutually agree upon how short-term rentals will be counted as room nights in Seminole County and may use methodologies based on comparable hotel room usage. GO Sports may also receive credit for verified room nights booked in Seminole County from regional events brought in and



hosted outside of the County such as NCAA events, World Cup, Champions Cup, etc. These regional events that generate room nights in Seminole County can be counted towards the GO Sports annual room night goal if the room nights can be tracked and verified.

## II. SCOPE OF SERVICES:

The scope of services the Greater Orlando Sports Commission (GO Sports) will provide Seminole County (County) with respect to sports tourism business development is as follows:

1. Go Sports shall meet with designated County staff on a monthly basis to discuss and review GO Sports's efforts to pursue state, national, and international sports events, conventions, and sports-related businesses for the purpose of assisting the County in developing programs and promotions that will increase the tourist development tax collection in Seminole County. In addition, these meetings will serve as an opportunity for GO Sports and the Seminole County Director of Sports Tourism (a/k/a Orlando North Seminole County Sports) to coordinate all event marketing and bid details and to review all logistics and details of event delivery to include facility and operational requirements as described within bid proposals. This would also include meetings prior to and following each event with representatives from Seminole County Sports and Leisure Services to review logistics and specific deliverables associated with the event.
2. Go Sports shall secure private funding, both cash and in-kind, to support GO Sports's regional efforts to include Seminole County sports events. GO Sports shall apply for Florida Sports Foundation (FSF) grants on behalf of the County for select events annually if the County meets the appropriate application deadlines. County shall provide applications within 30 days of FSF deadlines, along with post report documents within 60 days of the conclusion of the events. These events must meet thresholds set by FSF.
3. Go Sports shall prepare and submit bids to local, regional, national, and international organizations in the markets listed below in 4A.
4. A. Go Sports shall solicit event organizers and secure events within the following markets for Seminole County venues:
  - **Professional:** Meetings, training, camps, and clinics
  - **Collegiate:** NCAA, NAIA, JUCO, Collegiate Conference Championships, Collegiate Team Trainings and Collegiate Club Championships/Trainings. The County has existing collegiate events and relationships with Seminole State and UCF, and these events and relationships shall continue to be managed by the County.
  - **High School:** FHSAA
  - **Club:** Excluding softball and baseball. Professional, Collegiate, National Governing Bodies (or International Governing Bodies of Sport) or FHSAA high school events that require local club affiliation to support the event would be the responsibility of GO Sports (a/k/a the Central Florida Sports Commission, Inc.). All other adult or youth events that require local club support would be the responsibility of the County unless previously approved by the County.
  - **GO Sports created:** Excluding softball and baseball.
  - **E-Sports:** Professional, collegiate, amateur, youth, adult, and high school.

Sports Marketing and Business Development Services Agreement  
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- **Governing Bodies of Sports:** Events directly tied to official US Governing Bodies of Sports for regional and national tournaments and official International Governing Bodies of Sports for international team trainings and tournaments that are directly affiliated with those governing bodies.

B. If any new sports event approaches GO Sports for use of Seminole County venues, with exception to the markets listed above in 4A, GO Sports shall turn over the lead to Seminole County Sports and Leisure Services (a/k/a Orlando North, Seminole County Sports) for fulfillment. If a new sports event within the markets listed above in 4A approaches Seminole County Sports and Leisure Services (a/k/a Orlando North, Seminole County Sports), the lead shall be turned over to GO Sports for fulfillment. If a GO Sports managed event contracted at another Seminole County venue requires overflow into Boombah Soldiers Creek or Boombah Sports Complex, GO Sports is to fulfill and manage the event.

C. Seminole County Sports and Leisure Services (a/k/a Orlando North, Seminole County Sports) will continue to focus on all other youth sports business development not listed above in 4A. GO Sports will not solicit youth baseball and softball event organizers or any market outside of the specific markets identified above in 4A.

5. Assist sports organizations that wish to hold events in Seminole County to obtain tourist development tax funding for the promotion and advertising of the event in the markets listed above in 4A. GO Sports, however, is not the sole conduit through which these sports organizations may apply for said funds.
6. Assist sports organizations with housing needs, providing event organizers with GO Sports's resources for sourcing housing options at no cost to the event organizer in the markets listed above in 4A. Only room nights generated in Seminole County will be counted towards the Room Night Incentive.
7. Provide event management for specific events that GO Sports contracts at various venues located within Seminole County.
8. Include and showcase Seminole County (a/k/a Orlando North, Seminole County Sports), its facilities, and its relevant resources in all marketing, promotional, and informational efforts at national conferences and tradeshow at GO Sports's expense.
9. Provide a bi-monthly report to the Director of Sports Tourism for Seminole County Sports and Leisure Services (a/k/a Orlando North, Seminole County Sports), along with a report to the Seminole County Tourist Development Council for each Tourist Development Council meeting, documenting GO Sports's efforts to secure sports events for Seminole County. In addition, at the request of Seminole County, GO Sports will provide a briefing of contract details between GO Sports and any entity concerning use of any County owned venues to the Seminole County Director of Sports Tourism (a/k/a Orlando North Seminole County Sports).
10. Assist Seminole County, as necessary, in its efforts to upgrade and build public sports venues.



11. When appropriate, solicit state, national, and international sports related businesses to relocate to Seminole County and assist such businesses in their relocation efforts.
12. Submit to the County, in addition to reports previously mentioned, an annual audit and such other reports and documentation as may be requested from time to time by the Seminole County Tourism Development Director.
13. Include Seminole County as an event/activity co-sponsor and/or host on all GO Sports bids for Seminole County venues. In addition, GO Sports will include Seminole County in its international, national and regional marketing efforts to include, but not limited to, the following: social media posts, website, newsletters, press conferences, stakeholders meetings, tradeshow materials and community-based functions. GO Sports will also make available to Seminole County Sports and Leisure Services (a/k/a Orlando North, Seminole County Sports) any photos of events that have been taken by GO Sports for possible use in Seminole County Sports and Leisure Services (a/k/a Orlando North, Seminole County Sports) marketing materials. Any printed materials that pertain to the marketing of Seminole County facilities must be approved by Seminole County Sports and Leisure Services (a/k/a Orlando North, Seminole County Sports) prior to the printing.
14. Collaborate with Seminole County to organize and execute familiarization tours, potentially in conjunction with other regional tourism partners, to promote and highlight Seminole County sports venues, hotels, attractions, restaurants, and shopping outlets.



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Sports Marketing and Business Development Services Agreement  
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**Certified Copy - Grant Maloy**  
Clerk of the Circuit Court and Comptroller  
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller  
eCertified at 09/27/2023 15:00:35 -04:00  
eCertified Id: 52C1-4EID-53B1  
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