

**EXECUTIVE SUMMARY**

**Recommend approval of Tourist Development Tax Category “B” funding to support the Pro Watercross World Championships September 19-28, 2015 up to \$90,500 and make a finding that this expenditure promotes tourism.**

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**OBJECTIVE:** Approve funding for managing and promoting the Pro Watercross World Championships.

**CONSIDERATIONS:** Collier County was recently awarded the 2015-2017 Pro Watercross Tour World Championships. This event will take place in Naples in September 19-28, 2015. This will be a week-long event that will bring in riders, crews, families, and fans from all over the world. The Tourism Department Sports Marketing team has brought this prestigious event to our community and as part of the bid award, our obligation is to fund the following costs to support and promote this event.

**Projected Expenses for Pro Watercross World Championship in September 2015**

<b>ITEMS – To be Paid by Collier County</b>	<b>Projected Cost</b>
Park Venue Rentals	\$8,000.00
Hotel Rooms for Officials	\$6,500.00
Trainers/EMT Support	\$8,000.00
Event Promotional Items	\$3,000.00
Collier County Total	\$25,500.00
National Paid Advertising Placed by Collier Advertising Agency of Record	\$65,000.00
Total Event Support Cost	\$90,500.00

The economic impact of this event is estimated at approximately \$1 million in direct visitor spending in our community as well as 1,500 hotel projected hotel room nights. The event will be televised nationally in a one hour special on the Beach Sports Network and will be seen in over 112 million households.

**FISCAL IMPACT:** Funding for this event is included in the BCC approved FY 15 Tourism Department budget in Fund 184 for sports marketing and media advertising.

**GROWTH MANAGEMENT IMPACT:** There is no impact to the Growth Management Plan from this action.

**LEGAL CONSIDERATIONS:** This item has been approved as to form and legality and requires majority vote for approval. – CMG

**RECOMMENDATION:** Recommend approval of Tourist Development Tax Category “B” funding to support the Pro Watercross World Championships event September 19-28, 2015 up to \$90,500.00 and make a finding that this expenditure promotes tourism.

**PREPARED BY:** Rob Wells, Sr. Sports Marketing Manager

# **PRO WATERCROSS**

[WWW.PROWATERCROSS.COM](http://WWW.PROWATERCROSS.COM)

## AGREEMENT

This Agreement is between the Board of County Commissioners, Collier County Florida, ("Host") c/o Naples, Marco Island, Everglades Convention and Visitors Bureau having a mailing address of 2660 Horseshoe Drive #105 Naples, FL 34104 and UWP, LLC/Pro Watercross World Championship ("UWP"), having a mailing address of 1937 Fairport Nine Mile Point Road, Penfield, NY, 14526.

Whereas, UWP is in the business of staging professional watercross events and is desirous of conducting and promoting the 2015 Pro Watercross World Championship ("World Championship Event"), with the local event dates of September 19-27, 2015; and

Whereas, the parties desire to enter into an agreement detailing their responsibilities in relation to the event; and

Whereas, the proposed event to be conducted by UWP is in the public interest, the Parties agree as follows:

### **Section 1 — UWP SHALL PROVIDE THE FOLLOWING SERVICES FOR THE PRO WATERCROSS WORLD CHAMPIONSHIP AT NO COST TO THE HOST**

- a. Provide a professionally run watercross racing event from September 19th through and including September 27th, 2015, or until final completion of the event; specifically designed to entertain an audience for a minimum of five (5) to six (6) hours each day.
- b. Provide all necessary equipment for the race including, but not limited to, computer(s), printer(s), buoys, a public address system, flags, stop watches, tents, tables, chairs, air compressor(s), pit passes, rope, supplies, etc.
- c. Provide qualified officials to run the event from the pit area to the race course from the commencement date of the on-site set-up through the end date of the racing event.
- d. Pay the expenses of all personnel specifically engaged by UWP to work in connection with the Pro Watercross Tour.
- e. Brief, supervise, and instruct all volunteers working in connection with the Pro Watercross World Championship. UWP will design, purchase, and distribute to each volunteer an "official" t-shirt with the event emblem.
- f. Provide safety patrol boats for officials' use and pre-race promotions.
- g. Provide all scaffolding and stage equipment.
- h. Prepare all the necessary insurance and official paperwork. Provide copies of all insurance to the Host in advance of the World Championship Event.



- i. Provide rules and regulations for the World Championship Event, solicit and acquire all entries for the World Championship Event.
- j. Enforce adherence to safety and insurance requirements.
- k. Provide press releases and photos for local and national media. Design, arrange, print, and distribute the official schedule of events for the Pro Watercross Tour.
- l. Any sponsors to be added as signage for the event must be provide in a "vector" format or as a jpg image at 300 dpi by March 1, 2015.
- m. Estimated room nights generated from the event would be a minimum of 1500 room nights.

## **Section 2 — HOST SITE REQUIREMENTS FOR THE EVENT**

As consideration for the rights and benefits granted herein and provided that UWP is in compliance with the terms of this Agreement, the Host shall provide the following at no additional cost to UWP:

- a. Host will allow UWP to use its personal watercrafts on the lake of Sugdon Regional Park for the purpose of tuning starting Tuesday, September 8, 2015 through September 18, 2015.
- b. Host guarantees the use of the event site, Sugden Regional Park, Naples, Florida, free of charge, starting Saturday, September, 12, 2015 through Tuesday September 29, 2015 or the completion of the Event, if later.
- c. Host is responsible for overseeing water traffic control through communication with local marinas, boat patrols, and signage in appropriate locations.
- d. Standby Ambulance with a minimum of two EMTs for each day throughout the event. Starting Monday, September 21, 2015 - Sunday, September 27, 2015: times to be determined.
- e. Provide participants/event parking & security.
- f. Advertising promotion – local advertising through digital and other sources (if available), which must be pre-approved by UWP before a commitment is made.
- g. Provide UWP with marketing material in order to help promote your community better to competitors and fans.
- h. Endeavor to provide UWP with ten (10) volunteers each day throughout the event week. Times to be determined.
- i. Provide UWP with hotel accommodations equaling fifty (50) room nights starting Monday, September 21, 2015 - Sunday, September 27, 2015 or provide suitable lodging accommodations for fifteen (15) UWP staff near the race site. Hotel or lodging accommodations to be determined at the discretion of the Host.





**Section 3 — SPONSORSHIP/PROMOTIONS**

- a. The Host will be entitled to all promotional, sponsorship, and merchandising dollars it raises pertaining to the World Championship Event. UWP is entitled to all series promotional, sponsorship, and merchandising dollars it raises.
- b. UWP agrees to honor all event sponsorship commitments regarding signage, booth space, etc., that the Host site makes pertaining to the watercross race, while the Host site agrees to honor all commitments regarding booth space, signage, etc., made by UWP. The Parties mutually agree to address all such issues at least 30 days prior to the commencement of the World Championship Event.
- c. The rights to the sale of soft goods merchandise pertaining specifically to Pro Watercross are retained by UWP, and UWP reserves the right to have a series' soft goods area at the event.
- d. The Host's insurance requirements are included in Exhibit "A," attached. A copy of UWP's insurance coverage shall be provided policy to the Host upon execution of this agreement. The Collier County Board of County Commissioners shall be named as an additional insured on said policy. Upon request, the Host can name up to three additional insureds.

**Section 4 — INDEMNIFICATION**

- a. To the maximum extent permitted by Florida law, UWP shall indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the UWP or anyone employed or utilized by UWP in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of Collier County.

**Section 5 — MAINTENANCE OF RECORDS**

In accordance with Florida Statutes, section 119.0701, UWP shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."



**Section 6 — TERM/END RESULT**

This Agreement shall become effective upon execution by the Host and shall remain in effect for one (1) year. The Agreement may be renewed for three (3) additional one (1) year terms upon mutual written agreement of the Parties and by amending the Agreement to provide for updated, future event dates. This Agreement may be amended only by written agreement of the Parties executed with the same formalities as herein expressed. Either Party may terminate this Agreement for convenience with a thirty (30) day written notice to the other.

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***(Signature page to follow)***



**IN WITNESS WHEREOF**, the UWP and the County, have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first below written.

**BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA**

**ATTEST:**  
Dwight E. Brock, Clerk of Courts

By: \_\_\_\_\_

By: \_\_\_\_\_  
Tim Nance, Chairman

Dated: \_\_\_\_\_  
(Seal)

Dated: \_\_\_\_\_

**UWP, LLC/Pro Watercross World Championship**

\_\_\_\_\_  
First Witness

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Type/Print Witness Name

\_\_\_\_\_  
Typed Signature

\_\_\_\_\_  
Second Witness

\_\_\_\_\_  
Title

\_\_\_\_\_  
Type/Print Witness Name

Approved as to Form and Legality:

\_\_\_\_\_  
Scott R. Teach  
Deputy County Attorney

SR1  
CAO





**Attachment A**  
**Insurance and Bonding Requirements**

<b>Insurance / Bond Type</b>	<b>Required Limits</b>
1. <input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements
2. <input type="checkbox"/> Employer's Liability	\$ _____ single limit per occurrence
3. <input type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage \$ ____ single limit per occurrence, \$2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability
4. <input checked="" type="checkbox"/> Indemnification	To the maximum extent permitted by Florida law, the Lessee indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Lessee or anyone employed or utilized by the Lessee in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of Collier County.
4. <input type="checkbox"/> Automobile Liability	\$ _____ Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
5. <input checked="" type="checkbox"/> Other insurance as noted:	<input checked="" type="checkbox"/> Special Events Coverage <b>\$ 1,000,000</b> Per Occurrence <input type="checkbox"/> United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence <input type="checkbox"/> Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence <input type="checkbox"/> Aircraft Liability coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the Services under this Agreement. \$ _____ Per Occurrence <input type="checkbox"/> Pollution      \$ _____ Per Occurrence  <input type="checkbox"/> Professional Liability \$ _____ per claim and in the aggregate • \$1,000,000 per claim and in the aggregate

- \$2,000,000 per claim and in the aggregate

6.  Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.
7.  Collier County must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.
8.  The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.
9.  **Thirty (30) Days Cancellation Notice** required.

LJB 2/9/2015

**Vendor's Insurance Statement**

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation.

Name of Firm \_\_\_\_\_ Date \_\_\_\_\_

Vendor  
Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Insurance  
Agency \_\_\_\_\_

Agent Name \_\_\_\_\_ Telephone \_\_\_\_\_ Number \_\_\_\_\_

