

EXECUTIVE SUMMARY

Recommendation to approve the 2016 Football University (FBU) event expenses using Category “B” Tourist Development Tax Funds with a local support budget of \$86,000, approved the attached contract with All American Games, and make a finding that this expenditure promotes tourism.

OBJECTIVE: Approve local event expenses to bring the Football University (FBU) event back to Collier County for 2016 & 2017.

CONSIDERATIONS: The FBU event has been hosted in Collier County for two years. This is a national championship football event showcasing the best sixth, seventh and eighth grade football teams and stars from around the nation. The event has been televised (locally/nationally) for the past two years and has brought great exposure to our community. The event takes place in December, prior to the busy Christmas to New Year’s holiday period.

Based on the success of the past two years, the organizers of the FBU event, All American Games (AAG), desire to return to Collier County for their 2016 and 2017 event. AAG plans to double the size of the event from 12 teams to 24 teams. This growth would bring added visitor spending to our community during a slower part of the year. Here is a breakdown of the impact of the proposed 2016 and 2017 events, compared to the 2015 event.

2016 and 2017 Event Projections (in comparison to 2015)	
Teams	24 (from 12)
Visitors	4,250 (from 2,125)
Location of teams	Up to 24 different states represented (from 8)
Length of Stay	6 Days (from 5 days)
Direct Spending	\$3,060,000.00 (from \$1,530,000)
Economic Impact	\$4,590,000.00 (from 2,295,000)
Room Nights	4,500 (from 2,250)

Proposed FBU National Championship Expenses 2016

Expenses to be Paid By Collier County	Vendor Projected Cost
Stadium Rental Fees and Event Staffing (site managers, custodians, event clean up etc.)	\$25,985.00 - To Collier County Public Schools and City of Naples for Fleishman Park as facilities to meet the needs of the FBU event per FBU contract attached.
Team Transportation to and from stadiums by local transportation company	\$20,000.00 – As our portion of the total transportation cost as outlined in FBU agreement.
Game Officials and Athletic Trainers	\$15,300.00 – To All American Games, Inc. per contract attached for game officials and trainers for this event. Trainers are independent contractors.
Hospitality accommodations for FBU staff and event workers.	\$10,600.00 – To host hotel for event staff as chosen by FBU. All hospitality accommodations will be secured from local vendors following the Board’s Procurement Ordinance.
Trophies for winning teams	\$600.00 –Will obtain quotes per the Board’s Procurement Ordinance from local trophy companies and County approved vendors
Player and parent welcome reception	\$10,200.00 – Will obtain quotes per the Board’s Procurement Ordinance from local and County approved vendors for specialty items
Law Enforcement for security during games	\$3,315 – To City of Naples Police and Collier County Sheriff for security per FBU contract attached.

Total to be Paid to Local Vendors by Collier County \$86,000.00

Procurement of services will be in compliance with Collier County’s Purchasing Ordinance and Policies.

The FBU staff has indicated that with the expansion of teams, they will need two additional fields to adequately stage the event. With the number of teams doubling and the length of stay increasing, the number of potential room nights could also double. The funding for media coverage of the FBU event will be included in our advertising agency of record approved media budget for FY 17 in the amount of \$170,000. Increases in field fees, transportation, and other event support expenses would total approximately but will not exceed \$86,000 from \$60,270.

FISCAL IMPACT: Funding for support for the FBU event will be budgeted in the Tourism Division FY 17 budget in Fund 184 in the amount of \$86,000 in Sports Marketing Event Support.

GROWTH MANAGEMENT IMPACT: There are no Growth Management impacts associated with this Executive Summary.

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

RECOMMENDATION: Recommendation to approve the 2016 Football University (FBU) event expenses using Category “B” Tourist Development Tax Funds with a local support budget of \$86,000, approve the attached contract with All American Games, and make a finding that this expenditure promotes tourism.

Prepared by: Jack Wert, Tourism Director

Attachments: Contract with AAG



March 10, 2016

Naples, Marco Island, Everglades CVB
2660 Horseshoe Drive Suite #105
Naples, FL 34104

In accordance with our discussions with Naples, Marco Island, Everglades Convention and Visitors Bureau (CVB), a part of Collier County Government (County), this letter (“Agreement”) sets forth the agreement among Football University, LLC (“FBU”), located at 100 Forge Way, Suite 1, Rockaway, New Jersey 07866, and the Collier County Board of County Commissioners, located at 3301 Tamiami Trail East, Naples, FL 34112 for (“CVB’s”) participation as a national sponsor and Naples as the host city of the FBU National Championship and related events (the “National Championship”) to be played during the week of December 17-20, 2016 and TBD in December 2017.

I. Elements of the National Sponsorship of the National Championship.

A. CVB elements.

1. Naples, Florida shall be designated the Host City of the FBU National Championship for 6th, 7th, 8th grade.

II. Sponsorship / Operational Event Costs including essential site costs such as field rental fees, local transportation of teams, medical coverage at events, officials, hospitality, site costs.

- A. Operational Benefits. The CVB shall provide, directly or through third parties, the operational benefits set forth on Schedule I – A. Expenses and costs are subject to approval and appropriation by Board of County Commissioners and will be in compliance with legal uses of tourist tax revenues.

III. Right of First Negotiation

A. Extension; Right of First Negotiation.

The parties hereto agree that the Term of this Agreement with Collier County is to be the official Host Community of the National Championship for the 2016 through 2017 editions of the National Championship. Additionally, within thirty (30) days following the Term, FBU and the CVB and then-current advertising, marketing and public relations agency with respect to the National Championship, FBU shall deliver a proposal for the terms and conditions for a renewal of such sponsorships (“Proposal”). The CVB shall have the exclusive right of negotiation with respect to the Proposal for thirty (30) days following delivery of the Proposal (“Negotiation Period”). At this time based on the success of the event the extension of term will be renewed or terminated via written agreement.

IV. Additional Terms

A. Licenses.

1. During the term of this Agreement, County grants FBU a limited license to use the designation of Naples as the Host City of the National Championship in online and print marketing and the CVB trademarks delivered by CVB or their advertising agency of record to FBU, and to use all CVB proprietary creative materials, trade names, logos and artwork created by CVB and delivered to FBU pursuant to the terms of this Agreement (collectively "CVB Marks") for the sponsorships and activities described herein, in the performance of FBU's responsibilities hereunder. FBU will honor any reasonable request by the CVB to cease using, or modify its use of, any CVB Marks in particular materials. Except for the rights expressly granted by the CVB with respect to the CVB Marks, the CVB reserves all rights in and to the CVB Marks, including but not limited to the right to sublicense the CVB Marks to third parties. The CVB Marks are trademarks exclusively owned and controlled by the County and that all goodwill associated with the use of the CVB Marks shall inure to the benefit of the CVB. FBU shall not seek to register any name or trademark that includes or is confusingly similar to the CVB Marks.
2. During the term of this Agreement, FBU grants the CVB a limited license to use the designation of Naples as the Host City of the National Championship in online and print marketing and the FBU trademarks delivered by FBU to the CVB, and to use all FBU proprietary creative materials, trade names, logos and artwork created by FBU and delivered to the CVB pursuant to the terms of this Agreement, including but not limited to, the National Championship logo (collectively "FBU Marks") for the sponsorships and activities described herein, in the performance of the CVB's responsibilities hereunder. The CVB will honor any reasonable request by FBU to cease using, or modify its use of, any FBU Marks in particular materials. Except for the rights expressly granted by FBU with respect to the FBU Marks, FBU reserves all rights in and to the FBU Marks, including but not limited to the right to sublicense the FBU Marks to third parties. The FBU Marks are trademarks exclusively owned and controlled by FBU and all goodwill associated with the use of the FBU Marks shall inure to the benefit of FBU. Neither the CVB or County shall seek to register any name or trademark that includes or is confusingly similar to the FBU Marks.



B. Representations, Warranties and Indemnifications.

1. Collier County represents and warrant solely for the benefit of FBU that:
 - a) It has the right, power and authority to enter into this Agreement as approved by Board of Collier County Commissioners;
 - b) Entering into this Agreement does not violate any agreement between the parties and any third party; and
 - c) That the products, services, information or materials provided by or on behalf of the CVB, when used in accordance with this Agreement, do not infringe any existing U.S. copyrights, patents, trademarks, or other intellectual property rights of any third party. The County and CVB warrants that it has the right to provide the products, services, information or materials in accordance with the terms and conditions of this Agreement and such products, services, information or materials shall not infringe the intellectual property rights nor improperly provide the trade secret any third party.
2. FBU represents and warrants that:
 - a) It has the right, power and authority to enter into this Agreement;
 - b) Entering into this Agreement does not violate any agreement between the parties and any third party.

3. INDEMNIFICATION

To the maximum extent permitted by Florida law, the FBU 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 FBU or anyone employed or utilized by the FBU 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. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes.

Each party shall promptly advise the other in writing of any claim or demand against the other party or known to a party related to or arising out of the other party's activities under this Agreement.

E. Limitation of Liability.

1. IN NO EVENT NO PARTY HERETO SHALL BE LIABLE TO THE ANOTHER, OR ANY THIRD PARTY, FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST DATA) ARISING OUT OF THIS AGREEMENT (WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, OR OTHER FORM OF ACTION) OR ITS TERMINATION, AND IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

F. Confidential Information.

1. The parties shall keep in confidence, and shall neither use nor disclose to any third party, any information concerning this Agreement, or any other non-public information concerning the parties or any information proprietary to the parties (collectively, the "Confidential Information"), which may be disclosed to the other party in connection with this Agreement. Neither party shall use the name of the other party in any publicity release, advertising or otherwise without the other party's prior written approval. The provisions of this section shall survive any termination of this Agreement. Confidential Information does not include information that: (i) is or becomes part of the public domain, other than through breach of this Agreement by recipient; (ii) is required to be disclosed by court order or other legal process; (iii) is disclosed to the recipient by a third person after the full execution of this Agreement, and that third person has a legal right to make such disclosure; or (iv) is known to the recipient before receipt thereof under this Agreement or is independently developed by or for the recipient without reference to Confidential Information received from the disclosing party, as evidenced by its written records. This paragraph shall survive the expiration or termination of this Agreement for a period of one (1) year. This Agreement is subject to the provisions of Ch. 119, Fla. Stat., Florida's Public Records Law.

G. Term and Termination.

1. The term of this Agreement shall commence as of the date the Agreement is executed by both parties, unless terminated earlier as set forth below, or extended in accordance with the provisions of Section (III)(A) hereof. Each party may immediately terminate this Agreement in event of notice of breach by the other party and such other party's failure to cure such breach within thirty (30) days of written notice of such breach.

H. No Assignment; Independent Contractors.

1. The parties have entered into this Agreement based upon the particular reputation, capabilities and experience of the other party. Accordingly, the parties may not assign this Agreement or any of its rights hereunder, nor delegate or

otherwise transfer any of its rights or obligations hereunder to any unrelated third party, unless the prior written consent of the other party shall first be obtained. Notwithstanding anything to the contrary in the foregoing, the CVB acknowledge and agree that certain obligations of FBU may be performed by affiliates thereof or its contractors. Moreover, the parties are independent contractors and neither has any authority to bind the other in any agreement or obligation. This Agreement does not create a joint venture, partnership or other relationship of any kind, or an obligation to form any such relationship between the parties.

I. Notices.

1. All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, or by next-day delivery service by a nationally recognized overnight courier, with confirmation of receipt, addressed to the parties at the addresses indicated on the first page hereof and to the individuals signing this Agreement on the execution page hereof. The contact for the CVB shall be Michael Obyc at 2660 N. Horseshoe Drive #105 Naples, FL 34104.

J. Severability.

1. If any provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, such provision shall be excluded from the Agreement, which shall continue to be valid and enforceable in all other respects to the fullest extent permitted by law.

K. Governing Law.

1. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, exclusive of its rules related to choice of laws. Any action or proceeding commenced by either party in connection with this Agreement shall be commenced exclusively in the state or federal courts situated in the Collier County or the Middle District of Florida, State of Florida.

L. Entire Agreement; Amendment.

1. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, understandings, and communications between the parties, whether oral or written, with respect to the subject matter hereof. This Agreement may be amended or modified only with the mutual written consent of both parties. A waiver of any provision of this Agreement in a given instance will not be deemed a waiver of such provisions at any other time.

M. Force Majeure.

1. Neither party shall be liable for failure to comply with any of the terms and conditions of this Agreement when such failure to comply has been caused by fire,

labor dispute, strike, war, insurrection, terrorism, government restrictions, natural disasters, weather, acts of God or other circumstances beyond the reasonable control of the parties ("Force Majeure"). The party affected by such Force Majeure shall give prompt notice to the other party of such Force Majeure, and shall take whatever steps are reasonably necessary under the circumstances to attempt to relieve the effect of such Force Majeure.

N. Counterparts.

1. This Agreement may be executed by manual or facsimile signatures and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date shown below.

Football University, LLC

By: _____

Name: _____

Title: _____

Dated:

ATTEST:
DWIGHT E. BROCK, CLERK


BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA,

, Deputy Clerk

By: _____
Donna Fiala, Chairman

Approved as to form and legality:

Dated:



Colleen M. Greene
Assistant County Attorney



Schedule I - A

Naples, Marco Island, Everglades Convention & Visitors Bureau Operational Consideration

FBU National Championship Expenses 2016

Expenses to be Paid By Collier County	Vendor Projected Cost
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Total \$86,000.00

Expenditures to be paid by Collier County in compliance with Collier County's Purchasing Ordinance and Policies.

