

EXECUTIVE SUMMARY

Recommendation to approve an Agreement between Collier County and Football University (“FBU”) for the media coverage for the December 2016 Football University (FBU) event and make a finding that this expenditure promotes tourism.

OBJECTIVE: To recommend approval of the media purchase to support the FBU event in December 2016 in Collier County.

CONSIDERATIONS: The media purchase for the FBU event has traditionally been a part of the advertising agency of record’s media plan for the fiscal year. Due to unforeseen circumstances, the County’s advertising agency is not in a position to take on this obligation. So, staff has reworked the Agreement to be between the County and FBU. The dollar amount for the media buy including cable TV, year round promotion of our area on the FBU website, presence at all of the qualifying games leading up to the December championship games in Naples, Collier County ads in the televised championship games and in the All American Bowl in January 2017 is \$170,000 for the 2016 FBU event.

FBU has created an advertising plan and will secure all media placement. The County will pay FBU on a phased reimbursement basis upon receipt of evidence of all the deliverables as outlined in Attachment A of this agreement. In addition, the County will be paying the local tournament operational expenses as previously approved by the BCC on April 12, 2016 in the amount of \$86,000 for the 2016 FBU event.

FISCAL IMPACT: \$170,000 for the FBU media purchase is available in the BCC approved marketing and media plan and Tourism Division budget for FY 16 in Fund 184.

GROWTH MANAGEMENT IMPACT: There is no impact to the Growth Management Plan with this Executive Summary

LEGAL CONSIDERATIONS: This item will be reviewed for legal sufficiency prior to the April 25, 2016 meeting.

RECOMMENDATION: For the TDC to make a recommendation of a approval and a finding that this expenditure promotes tourism for the Board to approve an Agreement between Collier County and Football University (FBU) for the media coverage of the 2016 FBU event.

Prepared by: Jack Wert, Tourism Director

Attachments:

- (1) Contract between Football University (FBU) and Collier County for media
- (2) Contract between All American Games (AAG) and Collier County for FBU local tournament operating expenses as approved by BCC on 4/12/16.

THIS MARKETING PARTNERSHIP AGREEMENT (this “Agreement”) is between Football University (“FBU”), and Collier County (COUNTY). In consideration of the respective rights and obligations hereunder and other valuable consideration, FBU and COUNTY have fully reviewed and agreed to this Agreement, including the full Terms and Conditions of this Agreement, which may be found on pages 5-9.

Events	US ARMY BOWL WEEK	FBU CAMPS	YOUTH CHAMPIONSHIP
Included	San Antonio, TX	Various	Regionals & Finals – Naples, FL
Location	Jan. 3-7, 2017	Various	Dec. 1-5 & Dec. 16-20, 2016
Dates			

INVENTORY: Purchaser will receive the inventory listed in Exhibit A

INVESTMENT (per year): \$170,000

PAYMENT: Payments due for the 2016 event would be made in 4 installments, each payment is due within 45 days after receipt of proof of execution, and the first payment will be due July 1, 2016. The second payment would be due October 1, 2016. The third payment would be due December 1, 2016. The fourth installment would be due January 31, 2017. Each payment request will be accompanied by an invoice and evidence of each of the deliverables indicated. Payments will be made in compliance with the Local Government Prompt Payment Act, Ch. 218, Fla. Stat.

Football University will provide invoices to the Purchaser. Payments will be remitted to:

Football University
 Attn: Michelle Caulfield
 1000 Forge Way, Suite #1
 Rockaway, NJ 07866

AGREEMENT EXPIRATION: January 31, 2017

PURCHASER:

Collier County

By: Donna Fiala
 Signature: _____
 Title: Chairman Board of County Commissioners
 Date of Signature: _____

FBU:

Football University

By: _____
 Signature: _____
 Title: _____
 Date of Signature: _____

Please email contact to bwittkowski@allamericangames.com or fax to 973.366.8449, Attn: Ben Wittkowski

Collier County: _____ FBU: _____

EXHIBIT A
Inventory

SOLD TO:

Purchaser	<u>Collier Count Government</u>
Attn:	<u>Jack Wert, Tourism Director</u>
Address	<u>2660 Horseshoe Drive North</u>
Suite	<u># 105</u>
City	<u>Naples</u>
State & Zip	<u>FL 34104</u>
Phone	<u>239-252-2402</u>
Email	<u>jackwert@colliergov.net</u>

Company Listing: Naples, Marco Island, Everglades CVB

*Please print exactly how you would like your company listed inclusive of punctuation, capitalization, etc.

Partnership Elements

Phase 1 – April 1st, 2016 – June 30th, 2016 – Phase 1 amount to \$15,000.00

- Events marketed as “The Road to Naples” (includes all correspondence listed in phrase 2)
 - o Press Release Promotion
 - o Social Media Promotion
- CVB logo on all relating to the FBU National Championship and other events associated with the Championship Week, i.e. combines, coach’s clinics, consolation games.
 - o Team, Coach, Parent and Player Correspondence
 - o E-newsletters, which includes a list of 150,000 people (4x newsletters annually)
 - o Mailings – informational and promotional
 - o Bracket game signage – physical signage and website listing

(i) COUNTY shall make payment to FBU for Phase 1 of the sponsorship fee upon proof of execution of the elements of the media sponsorship package identified as Phase 1 elements, within 45 days of proof of execution, but no earlier than July 1st, 2016. Payment shall be made in compliance with the Local Government Prompt Payment Act, Ch. 218, Fla. Stat.

Phase 2 – July 1st, 2016 – September 30th, 2016 – Phase 2 amounts to \$20,000.00

- Year-round promotion within all FBU programs and events of Collier County as destination
 - o On-site attendance at FBU Top Gun camp in Rock Hill, SC (inclusive of interactive expo, speaking engagement and on site signage). Should CVB choose not to send a staff member, AAG staff member will assist with promotion of Naples, FL through staffing of expo, database building (via contest), distribution of promotional material.
 - o Inclusion of information on Naples in U.S. Army All-American Bowl Selection Tour, which visits 220 high schools across the country.
- FBUNC website-featured element in FBUNC promotional video and full page promo
- Year-round banner ad on FBU website

(ii) COUNTY shall make payment to FBU for Phase 2 of the sponsorship fee upon proof of execution of the elements of the media sponsorship package identified as Phase 2 elements, within 45 days of proof of execution, but no earlier than October 1st, 2016. Payment shall be made in compliance with the Local Government Prompt Payment Act, Ch. 218, Fla. Stat.

Phase 3 – October 1st, 2016 – November 30th, 2016 – Phase 3 amounts to \$40,000.00

- Title Sponsor of AAG web show; including, but not limited to:
 - o Naples, FL backdrop on all 24 (approx.) web shows.
 - o On-air talent to wear polo shirts with Naples, FL CVB logo (or mutually agreed upon logo)
 - o Naples, FL b-roll in and out of every broadcast
 - o 1-30 sec. commercial on all web shows.

(iii) COUNTY shall make payment to FBU for Phase 3 of the sponsorship fee upon proof of execution of the elements of the media sponsorship package identified as Phase 3 elements, within 45 days of proof of execution,

Collier County: _____ FBU: _____

but no earlier than December 1st, 2016. Payment shall be made in compliance with the Local Government Prompt Payment Act, Ch. 218, Fla. Stat.

Phase 4 – December 1st, 2016 – January 31st, 2017 – Phase 4 amounts to \$95,000.00

- Presenting Sponsor of all National Championship Regionals (West, Southeast, Midwest, Northeast)
 - o 2 PA reads at each game at each venue (168 total games)
 - o Presenting Sponsor of Opening Ceremonies (at each region)
 - Speaking/presentation opportunity to a captive crowd coaches, parents and players during the opening ceremonies. Should CVB choose not to send a staff member, an AAG staff member can deliver the speech, per the script of Naples CVB.
 - On site promotional booth to promote Naples, FL. Booth to include promotion literature, etc.
 - Naples, FL signage within all host hotels within each region.

- Expo - U.S. Army All-American Games, to include:
 - o Promotional booth at All-American Band and Football registration (within host hotel)
 - o 2 rooms for 4 nights (Wednesday, Jan. 4, 2017 through Sunday, Jan. 8, 2017).
 - o Up to 4 tickets to the USAAB VIP dinner on Friday, Jan. 7, 2017
 - o Up to 4 tickets to the USAAB Awards Ceremony on Friday, Jan. 7, 2017
 - o Up to 4 tickets to the USAAB VIP breakfast on Saturday, Jan. 8, 2017
 - o Up to 4 tickets to the USAAB game, granting access to the AAG luxury suite.

- Final-Four –National Championship Games web streaming on ESPN3
 - o Four :30 TV Spots in each webcast
 - o Three billboards in each webcast
 - o B-Roll footage of Naples attractions included in each webcast

- Full page ad in FBU National Championship program, One, :30 TV spot during U.S. Army All-American Bowl featuring the championship teams & Naples. TV ad is shown, live, on NBC to an estimated 4.1 million unique visitors.

- One, four-color full page ad in the U.S. Army All-American Bowl Program featuring Naples; which is sold during the Bowl, which includes a crowd of 40,000 people.

- One, full page ad in U.S. Army All-American Bowl Program featuring the championship teams, which is sold during the Bowl, which includes a crowd of 40,000 people.

- PA reads/Jumbotron at U.S. Army All-American Bowl featuring National Championship events, which is seen during the Bowl, which includes a crowd of 40,000 people.

Package Investment (2016): \$170,000

(iv) COUNTY shall make payment to FBU for Phase 4 of the sponsorship fee upon proof of execution of the elements of the media sponsorship package identified as Phase 4 elements, within 45 days of proof of execution, but no earlier than January 31st, 2017. Payment shall be made in compliance with the Local Government Prompt Payment Act, Ch. 218, Fla. Stat.

Collier County: _____ FBU: _____

TERMS & CONDITIONS

1. NCAA and State Association Rules

- a. COUNTY acknowledges that FBU Football is bound by NCAA and state association rules in dealing with the athletes participating in their events and agrees to be bound to those rules and the interpretation thereof by FBU - Football. FBU Football agrees to comply with all NCAA, state association and other applicable laws, rules, and regulations in performing their obligations under this Agreement.

2. Licenses and Royalties

- a. During the term of this Agreement, COUNTY grants FBU Football a limited license to use the Purchaser trademarks delivered by Purchaser to FBU Football, and to use all Purchaser proprietary creative materials, trade names, logos and artwork created by Purchaser and provided to FBU Football (collectively "Purchaser Marks") for the sponsorships described herein, in the performance of the FBU Football's responsibilities hereunder. FBU Football will honor any reasonable request by Purchaser to cease using, or modify their use of, any Purchaser Marks in particular materials. Except for the rights expressly granted by Purchaser with respect to the Purchaser Marks, Purchaser reserves all rights in and to the Purchaser Marks. FBU Football acknowledges and agrees that the Purchaser Marks are trademarks exclusively owned and controlled by Purchaser and that all goodwill associated with FBU Football's use of the Purchaser Marks shall inure to the benefit of Purchaser. FBU Football shall not seek to register any name or trademark that includes or is confusingly similar to the Purchaser Marks. The parties agree to provide each other the opportunity to grant prior written approval over all use of each party's name, likeness, marks and images with such approval not to be unreasonably withheld. Lack of response by either party within 48 hours of receipt of a request for approval will constitute disapproval.
- b. During the term of this Agreement, FBU Football grants COUNTY a limited license to use the FBU Football trademarks delivered by FBU Football to Purchaser and to use all FBU Football's proprietary creative materials, trade names, logos and artwork created by FBU Football provided to Purchaser (collectively "FBU Marks") for the sponsorships described herein, in the performance of the Purchaser's responsibilities hereunder. Purchaser will honor any reasonable request by FBU Football to cease using, or modify its use of, any FBU Marks in particular materials. Except for the rights expressly granted by FBU Football with respect to the FBU Marks, FBU Football reserves all rights in and to the FBU Marks. Purchaser acknowledges and agrees that the FBU Marks are trademarks exclusively owned and/or controlled by FBU Football and that all goodwill associated with Purchaser's use of the FBU Marks shall inure to the benefit of FBU Football and its associated parties. Purchaser shall not seek to register any name or trademark that includes or is confusingly similar to the FBU Marks. The parties agree to provide each other the opportunity to grant prior written approval over all use of each party's name, likeness, marks and images with such approval not to be unreasonably withheld. Lack of response by either party within 48 hours of receipt of a request for approval will constitute disapproval.

3. Representations, Warranties and Indemnifications

- a. COUNTY represents and warrants solely for the benefit of FBU Football, that:
 - i. It has the right, power and authority to enter into this Agreement;

Collier County: _____ FBU: _____

ii. Entering into this Agreement does not violate any agreement between ^{7 of 17} the parties and any third party.

iii. That the products, services, information or materials provided by or on behalf of Purchaser, 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. Purchaser 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.

b. FBU Football represents and warrants solely for the benefit of Purchaser that:

i. It has the right, power and authority to enter into this Agreement on behalf of itself; and

ii. Entering into this Agreement does not violate any agreement between the parties and any third party.

iii. The FBU Marks do not and will not violate the rights of any third party or otherwise infringe any third party intellectual property.

c. FBU Football covenants and agrees to fully indemnify and hold harmless COUNTY and its employees, officers, directors, volunteers and representatives individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon Purchaser directly or indirectly arising out of, resulting from or related to FBU Football's activities under this Agreement, including any acts or omissions of FBU Football, any agent, officer, director, representative, employee, consultant, subcontractor or vendor of FBU Football, and their respective officers, agents, employees, directors and representatives arising out of or related to this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of COUNTY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. County's liability is subject to the limits in Section 768.28, Fla. Stat., Florida's Sovereign Immunity Law. FBU Football will not settle any claims, demands, suits, proceedings or actions without Purchaser's prior written consent, which consent shall not be unreasonably withheld or delayed.

d. The provisions of the indemnifications in sub-paragraph c is solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

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.

4. Limitation of Liability

a. IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER, 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.

5. Confidential Information

- a. 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 provision is subject to the requirements of Ch. 119, Fla. Stat., Florida’s Public Records Law.

6. No Assignment; Independent Contractors

- a. The parties have entered into this Agreement based upon the particular reputation, capabilities and experience of the other parties. 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, Purchaser acknowledges and agrees that certain obligations of FBU Football 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.

7. Term and Termination

- a. The term of this agreement (the "Term") will be from the effective date of this Agreement until the termination date stated on page 1 of this agreement, unless terminated earlier as set forth below. 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 (if curable) within fifteen (15) business days of written notice of such breach.

8. Notices

- a. 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.

9. Severability

- a. 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.

10. Governing Law

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, 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 County of Collier, State of Florida.

11. Entire Agreement; Amendment

- a. 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.

12. Force Majeure

- a. No party shall be liable to another 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 reasonable necessary under the circumstances to attempt to relieve the effect of Force Majeure.

13. Counterparts

- a. 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.



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
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 \$86,000.00

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

