

**Fayetteville Advertising and
Promotion Commission**

August 14, 2019

2:00 p.m.

Location: **Experience Fayetteville, 21 S Block Ave, Fayetteville, AR.**

Commissioners: Matthew Petty, Chairman; Katherine Kinney; Todd Martin; Ching Mong; Robert Rhoads; Chrissy Sanderson; Sarah Bunch

Staff: Molly Rawn, Executive Director;
Hazel Hernandez, Vice President Sales and Marketing

Agenda

- I. Call to order at 2:00 p.m.
- II. Old Business
 - A. Approval of June 2019 minutes *There was not a July 2019 meeting*
- III. New Business
 - A. 2018 Audit – Cynthia Burns, BKD Accounting
 - B. Marketing Report – Mike Sells, Sells Agency
 - C. Executive Director's report updates
 - 1. HMR and financial report
 - 2. Staffing Announcements
 - 3. Visitors Center Attendance
 - 4. Proposed contract with the city of Fayetteville for Cultural Arts Corridor programming and planning
 - D. Vote: Contract with Parkven Productions totaling \$320,000 through April 1, 2022. See attached memo for detail.
 - E. Vote: Executive Director and Town Center Facilities Manager are recommending spending \$34,567 with Multi-Craft Contractors for a building controls upgrade. See attached memo for detail.
- IV. Agenda Additions. Additions to the agenda may be added upon request from a majority of commissioners

June Activity

\$49,589 + **\$254,514**
Lodging Restaurant

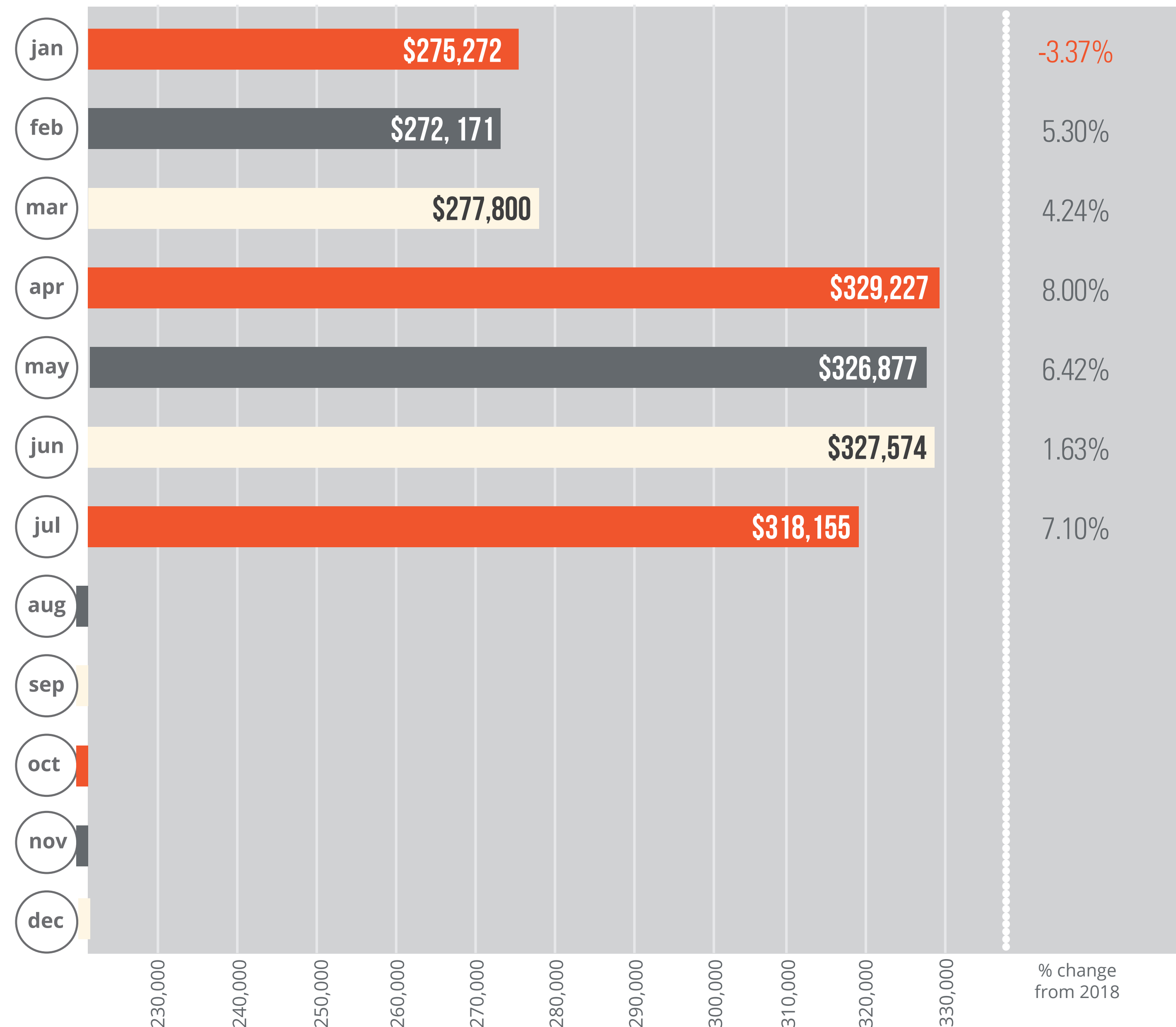
\$14,053
Prior Dues Collected

\$318,155
Total HMR Collected

Previous YTD (Jan-Jul) HMR A&P Tax Collection Totals

2015	2016	2017	2018	2019
\$1,730,425	\$1,879,754	\$1,963,299	\$2,041,191	\$2,127,076
10.91%	8.63%	4.44%	3.97%	4.21%
% change over previous year				

Monthly A&P Tax Collections 2019**



** This represents one half of the total HMR collections. The other half supports the Parks and Recreation department.

City of Fayetteville, Arkansas

Monthly A& Tax Collections 2013-2019

**note this is half of the total A&P collections*

	2015 Total A&P Collections	2015 Change Over Prior Year	2016 Total A&P Collections	2016 Change Over Prior Year	2017 Total A&P Collections	2017 Change Over Prior Year	2018 Total A&P Collections	2018 Change Over Prior Year	2019 Total A&P Collections	2019 Change Over Prior Year
January	236,849	16.98%	265,115	11.93%	267,481	0.89%	284,871	6.50%	275,272	-3.37%
February	219,436	8.09%	233,583	6.45%	242,227	3.70%	258,480	6.71%	272,171	5.30%
March	233,277	9.41%	260,155	11.52%	261,477	0.51%	266,502	1.92%	277,800	4.24%
April	258,307	11.85%	277,718	7.51%	282,855	1.85%	304,827	7.77%	329,227	8.00%
May	258,362	9.43%	292,083	13.05%	318,984	9.21%	307,147	-3.71%	326,877	6.42%
June	264,979	8.70%	278,988	5.29%	289,667	3.83%	322,311	11.27%	327,574	1.63%
July	259,215	12.40%	272,112	4.98%	300,608	10.47%	297,053	-1.18%	318,155	7.10%
August	240,916	11.64%	256,525	6.48%	257,057	0.21%	281,574	9.54%		
September	259,534	11.06%	275,663	6.21%	291,451	5.73%	297,750	2.16%		
October	278,956	7.76%	300,841	7.85%	312,727	3.95%	323,089	3.31%		
November	281,318	11.32%	308,853	9.79%	290,375	-5.98%	320,293	10.30%		
December	261,072	10.37%	278,525	6.69%	289,005	3.76%	290,947	0.67%		
Total	3,052,221	10.68%	3,300,161	8.12%	3,403,913	3.14%	3,554,844	4.43%	2,127,076	3.57%
Jan	236,849	16.98%	265,115	11.93%	267,481	0.89%	284,871	6.50%	275,272	-3.37%
Jan-Feb	456,285	12.52%	498,698	9.30%	509,708	2.21%	543,351	6.60%	547,443	0.75%
Jan-Mar	689,562	11.45%	758,853	10.05%	771,185	1.63%	809,853	5.01%	825,243	1.90%
Jan-Apr	947,869	11.56%	1,036,571	9.36%	1,054,040	1.69%	1,114,680	5.75%	1,154,470	3.57%
Jan-May	1,206,231	11.10%	1,328,654	10.15%	1,373,024	3.33%	1,421,827	3.55%	1,481,347	4.19%
Jan-Jun	1,471,210	10.81%	1,607,642	9.26%	1,662,691	3.42%	1,744,138	4.90%	1,808,921	3.71%
Jan-Jul	1,730,425	10.91%	1,879,754	8.63%	1,963,299	4.44%	2,041,191	3.97%	2,127,076	4.21%
Jan-Aug	1,971,341	11.00%	2,136,279	8.37%	2,220,355	3.94%	2,322,765	4.61%		
Jan-Sep	2,230,875	11.01%	2,411,942	8.12%	2,511,806	4.14%	2,620,515	4.33%		
Jan-Oct	2,509,831	10.64%	2,712,783	8.09%	2,824,533	4.12%	2,943,604	4.22%		
Jan-Nov	2,791,149	10.71%	3,021,636	8.26%	3,114,908	3.09%	3,263,897	4.78%		
Jan-Dec	3,052,221	10.68%	3,300,161	8.12%	3,403,913	3.14%	3,554,844	4.43%		

Fayetteville A&P Commission
Income Statement - Consolidated
Month Ending July 31, 2019

	Actual	Budget	Over/(Under) Budget	Percent of Budget
Revenue				
Hotel, Motel, Restaurant Taxes Revenue	2,127,075.50	3,571,688	(1,444,612.50)	60%
Rental Revenue	390,445.02	867,500	(477,054.98)	45%
Event Revenue	17,924.52	56,000	(38,075.48)	32%
Clinton House Museum Revenue	10,782.53	28,500	(17,717.47)	38%
Visitor Center Store Revenue	4,231.96	17,500	(13,268.04)	24%
Parking Revenue	15,148.65	28,000	(12,851.35)	54%
Advertising Revenue	16,925.00	25,100	(8,175.00)	67%
Other Revenue	65,709.45	0	65,709.45	-100%
Interest and Investment Revenue	9,752.30	16,700	(6,947.70)	58%
Total Revenue	2,657,994.93	4,610,988	(1,952,993.07)	58%
Expenses				
Rental Expenses	47,398.08	74,000	(26,601.92)	64%
Event Expenses	28,059.11	72,500	(44,440.89)	39%
Clinton House Museum	29,134.73	43,950	(14,815.27)	66%
Visitor Center Store	2,445.00	18,500	(16,055.00)	13%
Marketing Expenses	693,149.36	1,046,097	(352,947.64)	66%
Payroll	687,687.69	1,437,817	(750,129.31)	48%
Office and Administrative Expenses	531,562.33	823,339	(291,776.67)	65%
Facilities	619,311.64	1,088,620.00	(469,308.36)	57%
Total Expenses	2,638,747.94	4,604,823	(1,966,075.06)	57%
Net Income/(Loss) Before Other Revenue and Expenses	19,246.99	6,165	13,081.99	
Other Revenue				
Unrealized Gain/(Loss) on Investments	3,736.76			
Other Expenses				
Depreciation Expense	83,392.33	0	83,392.33	
Net Income/(Loss)	(60,408.58)	6,165	(70,310.34)	
Changes to Assets and Capital Improvements				
Major Capital Purchases	0.00	0	0.00	
Net Change	(60,408.58)		(70,310.34)	

Fayetteville A&P Commission

Balance Sheet

As of July 31, 2019

ASSETS

Current Assets

Cash	989,900.93
Investments	907,475.40
Accounts Receivable	398,183.41
Prepays and Deposits	53,284.40
Merchandise Inventory	<u>15,145.72</u>

Total Current Assets 2,363,989.86

Other Assets

Building, Land and Capital Improvements	2,527,737.22
Construction in Progress (ExpFay)	<u>5,538.06</u>

TOTAL ASSETS 4,897,265.14

LIABILITIES AND EQUITY

Liabilities 297,376.00

Equity

Fund Balance	4,660,297.72
Net Revenue	<u>(60,408.58)</u>

Total Equity 4,599,889.14

TOTAL LIABILITIES AND EQUITY 4,897,265.14

Fayetteville A&P Commission

Memo

To: Molly Rawn, Executive Director, Fayetteville Advertising and Promotion Commission; Fayetteville Advertising and Promotion Commissioners

From: Will Henderson, Facilities Manager, Fayetteville Town Center

Date: August 14, 2019

Re: Capital Expenditures at Fayetteville Town Center

Background:

FTC has 7 HVAC units on the roof, 2 were replaced in 2018. The remaining 5 units are 19 years old. A typical unit in a commercial operation last 14-16 years.

Five companies have visited on site to assess FTC HVAC units and controls. Our 7 units do not have an option of shutting down because the HVAC control system is out of date and has lost communication with the units; they run all the time. This, in turn, is lessening the life span of our new units as well as what remains of our older units. The facility needs to phase in the purchase of new units and compressors, but those should not be purchased until there is an adequate system to control the units.

The best way to start building a 5-year preventative maintenance and facility plan is to implement a new control system that has capability to schedule and program the units. At this time, we have received two quotes.

Recommendation:

The Executive Director recommends the commission accept the quote from Multi-Craft Contractors for \$34,567 plus tax. This is an un-budgeted expense that necessitates using reserve funding.

The quote and scope of work are attached.



July 29, 2019

Quote: 19S07291050

Fayetteville Town Center
15 W Mountain St
Fayetteville, AR 72701

Attn: Will
PH: 479-935-4551
Whenderson@twncenter.com

RE: Fayetteville Town Center Building Controls Upgrade

The Service division of Multi-Craft Contractors, Inc. is pleased to present the following proposal.

Scope of work:

- Complete JSA (Job Site Safety Analysis) before work begins.
- Provide and Install (7) Rooftop Unit controllers.
- Provide and Install (9) fan proving devices for RTU's 1, 2, 3, 4, 5, 6, 7, Heat Pump 1, Kitchen Exhaust, and Kitchen Supply fan.
- Interlock Kitchen Exhaust and Kitchen Supply hoods with BMS.
- Provide and Install (1) Heat Pump split system controller.
- Provide and Install (7) zone temperature sensors for RTU's 1, 2, 3, 4, 5, 7, and Heat Pump 1.
- Provide and Install (6) VAV zone controllers for RTU 6.
- Provide and Install (6) zone temperature sensors for RTU 6.
- Provide and Install (2) Bypass actuators for RTU 6.
- Provide and Install (1) static pressure transmitter for RTU 6.
- Provide and Install new duct discharge air temperature sensors for RTU 1, 2, 3, 4, 5, 6, 7, and Heat pump 1.
- Provide and Install (1) controller for the Tower Electric perimeter heat.
- Provide and Install (1) Tower Space temperature in existing location.
- Provide and Install (1) Outside Air Temperature sensor.
- Provide and Install (1) Building Pressure Transmitter.
- Provide and Install (1) Building Manager JACE.
- Integrate Peace fountain with BMS.
- Create custom, web-based front end graphics and provide training of BMS controls, scheduling, alarming, and set point adjustments

Exclusions:

- Any repairs to any defective equipment found during the installation is not included.
- Ethernet cabling to Building Manager JACE is not included.

Warranty:

- Building Manager JACE come with standard manufacturer 18 mo. limited warranty.
- MCC to provide 1 year labor warranty.

Total Price: \$ 34,567.00 plus applicable taxes.

This price is based upon all work being performed during normal daytime business hours. Above stated price is valid for thirty (30) days.

We appreciate this opportunity to be of service to you. If you have any questions, please contact us.

Sincerely,

Tony Chavez
HVAC Controls Estimator
Multi-Craft Contractors, Inc.
Office: (479) 751-4330
Cell: (479) 236-8443
alc@multi-craft.net

Notice to Proceed

Please provide written acceptance of this proposal via approval signature below, or purchase order referencing the proposal number herein.

Payment Terms

On contracts exceeding \$5,000, a 25% down payment will be required upon acceptance. Monthly progress payments may be required depending on the length of the project at MCC's discretion. Progress payments will not exceed 90% of the total contract amount. The final 10% will be invoiced upon completion. Purchaser agrees to pay Multi-Craft Contractors, Inc. (MCC) for the performance of the work as set forth herein, subject to revision via written change orders signed by both parties. Credit card payments will be subject to added 3% convenience fee. Payments due **in full** no later than 30 days from **invoice** date. Payments due and invoices unpaid shall bear interest at the maximum lawful rate. Terms as follows:

- Balance due net 30 days

Warranty and Exclusions

- Customer will provide and permit reasonable access to all necessary areas. MCC will be allowed to start and stop equipment as necessary to perform its services and be permitted access to existing facilities and building services covered under this Agreement.
- In the unlikely event of failure to perform its obligations, MCC's liability is limited to repair or replacement at its option. Under no circumstances will MCC be responsible for loss of use, loss of profits, or increased operating claims of the customer, or any special, indirect or consequential damages.
- The agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s).
- MCC will not be liable for delays or failure to obligate due to fire, flood, freezing, unavailability of material, riots, acts of God, or any cause beyond reasonable control.
- This agreement does not include any services occasioned by improper operation, negligence except the negligence of MCC, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by MCC. Also excluded is the furnishing of materials and supplies for painting or refurbishing equipment.
- MCC shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal, State, Municipal or other authorities except as otherwise included in this Agreement.
- In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.
- MCC shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. MCC shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. MCC shall not be held liable for any loss by reason of delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or agency.
- In the event of additional freight, labor, or material costs resulting from the customer's request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, the customer agrees to pay these additional costs.

- J. MCC's service shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event MCC encounters such material in performing its work, MCC will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists.
- K. This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
- L. This agreement does not include the disposal of hazardous waste. Any charges incurred for their proper disposal will be borne by the customer as an extra to the contract price.

Disputes

Disputes arising out of or in relation to this document that cannot be resolved first through direct discussion between parties involved, shall be decided by arbitration at the location of the project or Multi-Craft Contractors Inc.'s office at Multi-Craft Contractors Inc.'s discretion, and shall be governed by Arkansas law. This agreement is severable, and any part deemed unenforceable shall not render the remaining parts unenforceable.

Authorized Purchaser & Title

Acceptance Date

Purchase Order Number

Fayetteville Town Center 19S07291050

If accepted please sign and fax to 479-751-0316I

Memo

To: Fayetteville Advertising and Promotion Commissioners

From: Molly Rawn, Executive Director, Fayetteville Advertising and Promotion Commission

Date: August 14, 2019

Re: Recommendation to sign contract with Parkven Productions related to the production and management of a series of Cyclocross events including the 2022 Cyclocross World Championship.

Background:

In July 2019 the Fayetteville Advertising and Promotion Commission received a 2.3 million dollar grant from the Walton Family Foundation Personal Philanthropy Group to host, produce, and promote a series of Cyclocross events including a World Championship in 2022.

These events represent a chance to further promote Fayetteville, welcome thousands of international spectators to our city, help bolster the cyclocross culture and build long term infrastructure, and engage local audience and support while advertising Fayetteville on an international stage. The events also offer a revenue opportunity for Experience Fayetteville; revenue generated from these events will further support local cycling efforts and support the community's existing cycling amenities.

Fayetteville Advertising and Promotion Commission will require special expertise to effectively manage these events.

Parkven Productions LLC. is the group that successfully received the bid for 2022 UCI Cyclocross World Championships in Fayetteville. Parkven is led by Brook Watts a marketing professional with a special focus in cyclocross. Watts has 35 years of experience organizing events and successfully brought the first UCI World Cup Cyclocross race to the US and is currently the race director for of World Cup Waterloo. Watts is a member of the USA Cycling Board of Directors, President of the Pan-American Cycling Confederation Cyclocross Commission and a member of the UCI Cyclocross Commission.

Recommendation: The Executive Director recommends the commission approve a contract with Parkven beginning immediately and continuing through April 2022 totally \$320,000. The contract and fee schedule are included in the packet.

EVENT MANAGEMENT AGREEMENT

This Agreement (the “Agreement”) is made and entered into this 19 day of August, 2019 (the “Effective Date”), by and between Parkven Productions, LLC, (the “Events Manager”), and Fayetteville Advertising and Promotion Commission (d.b.a Experience Fayetteville) (“Experience Fayetteville”).

WHEREAS, Experience Fayetteville is interested in retaining an Events Manager to develop, manage and execute a series of Cyclocross events for Experience Fayetteville as a part of a strategic multi-year plan for increasing awareness of the high quality of life and cycling amenities in Fayetteville, Arkansas, as more fully set forth in Attachment “A” (the “Services”); and

WHEREAS, Events Manager has the unique experience and expertise in producing cyclocross events and is willing to undertake such Services,

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Events Manager and Experience Fayetteville do hereby agree as follows:

1. **Term of Agreement:** Unless terminated early in accordance with the terms herein, the term of this Agreement shall be effective from the date first set forth above and shall end on April 1, 2022, (the “Term”), such date which is approximately sixty (60) days after the conclusion of an anticipated cyclocross World Championship event (the “World Championship”) which has been awarded to Events Manager to be held at Centennial Park at Millsap Mountain in Experience Fayetteville, Arkansas in January 2022. This Agreement may be extended by mutual written agreement of the parties.
2. **Event Management Services:** Events Manager shall have the exclusive right and responsibility to plan, direct and implement and promote all aspects of a multi-year strategic cyclocross event plan (the “Strategic Plan” or the “Plan”). Specifically, during the Term of this Agreement, as set forth herein, the Events Manager shall undertake, including but not limited to, the (a) sourcing, retaining and supervising all subcontractors, (b) managing all relations with product and equipment vendors, service providers, employees, consultants, volunteers, interns and other personnel, national and international federations and governing/regulatory bodies, and provide the Services set forth in **Attachment “A,”** attached hereto and incorporated herein for all purposes.
3. **Experience Fayetteville Collaborative Responsibilities:** The parties acknowledge that Experience Fayetteville’s collaborative assistance is essential to the success of the Strategic Plan. Experience Fayetteville agrees to provide collaborative assistance to Events Manager including providing (a) financial support through the payment of the Management Fees as that term is defined in Section 4, *infra*, (b) reimbursement of Expenses in accordance with

the terms herein, (c) mutually agreed-upon assistance from Experience Fayetteville's internal resources, introductions and referrals to preferred vendors, local and state government officials and other resources in order to facilitate and assist Events Manager in the execution of the Strategic Plan, (e) signatory on applicable UCI and other agreements, (f) liability insurance and credit guaranties as reasonably required by the UCI.

4. **Fees:** As consideration for the Services provided hereunder by Events Manager, Experience Fayetteville shall pay Events Manager the fees set forth in Management Fees Schedule, attached hereto as **Attachment "B"** and incorporated herein for all purposes (the "Management Fees").
5. **Expenses:** Events Manager shall be reimbursed by Experience Fayetteville for all reasonable, actual expenses ("Expenses") incurred in connection with the Services provided by Events Manager hereunder and which are within a budget to be developed mutually by the parties (the "Budget"). The parties acknowledge that (a) Events Manager will use commercially diligent efforts to maintain Expenses within the limits of such Budget and at all times, keep costs as low as reasonably feasible to successfully effectuate the goals of Experience Fayetteville, and (b) given the extended nature of multiyear events with numerous unknowns, the Budget is likely to require revisions as a part of individual events bid processes and sourcing of goods and services for such events. As a part of the Quarterly Report, described more particularly on **Attachment "A"**, herein, Events Manager will provide Experience Fayetteville with a budget analysis indicating any adjustments to the Budget. At Experience Fayetteville's request, Events Manager shall provide to Experience Fayetteville receipts satisfactory to Experience Fayetteville for all Expenses incurred by Events Manager for which reimbursement is sought.
6. **Invoices:** Events Manager shall submit invoices to Experience Fayetteville for Management Fees and Expenses incurred by Events Manager, addressed as follows:

Sally Fisher: sfisher@experiencefayetteville.com

Or

Experience Fayetteville
Attn: Sally Fisher
P.O. Box 4157
Fayetteville, AR 72702

Experience Fayetteville will pay Expenses on a monthly basis after Expenses have been incurred and invoiced.

7. **Representations and Warranties:** Events Manager represents and warrants that all Services performed under this Agreement will be of professional quality conforming to

generally accepted industry practices.

8. **Independent Contractor:** In providing Services to Experience Fayetteville as described in this Agreement, Events Manager shall retain a separate professional and legal status, and shall maintain sole and exclusive control over its business and operations. Events Manager shall at all times be an independent contractor with Experience Fayetteville. Events Manager is neither an employee nor an agent of Experience Fayetteville for any purpose whatsoever. Events Manager agrees that no statutory insurance, including, but not limited to, workers' compensation, unemployment insurance and state disability insurance shall be carried on behalf of Events Manager. Events Manager agrees, that no income, social security or other taxes or amounts shall be withheld or accrued by Experience Fayetteville for Events Manager's benefit; and that to the extent required by applicable tax laws, Events Manager shall report his income under this Agreement and timely pay any and all taxes associated therewith. Events Manager will indemnify Experience Fayetteville and hold it harmless from and against all claims, damages, losses and expenses, including reasonable fees and expenses of attorneys and other professionals, relating to any obligation imposed by law on Experience Fayetteville to pay any taxes, including without limitation, withholding taxes, social security, unemployment or disability insurance, or similar items in connection with compensation received by Events Manager pursuant to this Agreement.
9. **Relationship of Parties:** The parties to this Agreement are not joint venturers, partners, agents, nor representatives of each other, and such parties have no legal relationship other than as contracting parties to this Agreement. The Events Manager shall not act or represent or hold itself out as having authority to act as an agent or partner of Experience Fayetteville or in any way bind or commit Experience Fayetteville to any obligations, without the prior written consent of Experience Fayetteville.
10. **Waiver:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of any such provision, nor prevent such party thereafter from enforcing such provision or any other provision of the Agreement. The rights and remedies granted to both parties herein are cumulative and the election of one shall not constitute a waiver of such party's rights to assert all other legal remedies available under the circumstances.
11. **Termination:** This Agreement may be terminated (i) by either party upon breach by the other party of any of the material provisions of this Agreement, which breach remains uncured for thirty (30) days from the date of receipt of written notice from the non-breaching party to the other party specifying such breach; or (ii) by the mutual written agreement of the parties.
12. **Confidential Information:**

- A. The term “Confidential Information” shall mean all information developed by or made available to either party in connection with this Agreement, including all strategic and development plans, financial information, business plans, data, business records, project records, market data and reports, lists of customers and potential customers, employee lists and business manuals, policies and procedures, information relating to products, technologies (including without limitation software products and systems), techniques, processes, inventions, concepts, designs, structures, formulas, theory, know-how, discoveries, ideas and all other information which may be disclosed by either party or to which either party may be provided access by the other, in accordance with this Agreement, or which is generated by either party as a result of or in connection with such party’s business, which is not generally available to the public.
- B. The term “Trade Secret” shall mean any and all Confidential Information that derives independent economic value, actual or potential, from not being generally known to persons who can obtain economic value from its disclosure or use, and that is the subject of reasonable efforts by a party to this Agreement to maintain its secrecy.
- C. Each party agrees not to disclose or use, either directly or indirectly without the express written permission of the other party, any Confidential Information or Trade Secrets of the disclosing party, except as may be necessary to perform a party’s obligations under this Agreement or as required by law. Each party further agrees to return any Confidential Information and Trade Secrets in any tangible form to the disclosing party upon termination of this Agreement, or at any time upon the request of the disclosing party, and to retain no copies or reproductions thereof.
- D. Each party agrees that all Confidential Information and Trade Secrets are, and shall remain, the property of the disclosing party, and nothing stated herein shall be construed as granting any title, right, license or other interest to the receiving party with respect to such Confidential Information and Trade Secrets.

13. **Indemnification:**

Experience Fayetteville agrees to indemnify and hold Events Manager harmless from and against any and all costs, losses or expenses, including reasonable attorneys’ fees, that Events Manager may incur by reason of any third-party claim or suit arising out of or in connection with Experience Fayetteville’s gross negligence, intentional misconduct.

Events Manager agrees to indemnify and hold Experience Fayetteville harmless from and against any and all costs, losses or expenses, including reasonable attorneys’ fees, that Experience Fayetteville may incur by reason of any third-party claim or suit arising out of the gross negligence, or intentional misconduct of Events Manager.

This Section shall survive the termination or expiration of this Agreement.

14. **No Assignment:** No party hereto may assign or transfer its rights or obligations arising under this Agreement, without the prior written consent of the other party hereto. This Agreement shall be binding upon and shall inure to the benefit of the respective permitted successors and assigns of the parties.
15. **Authority:** Each party hereto represents and warrants to the other that it has the authority to enter into this Agreement and that it is not a party to any other Agreement which prohibits it from entering into this Agreement or which renders any provision of this Agreement ineffective or unenforceable.
16. **Notice:** Any notice by either party to the other under this Agreement shall be in writing and shall be addressed as set forth below, provided, however, that if either party shall have designated a different address by written notice to the other, then such notice shall be provided to the last address so designated. In the event that either party changes its mailing address, phone number, or fax number, such party shall provide the other party a five (5) day advance written notice of such change.

If to Experience Fayetteville, notice shall be addressed to:

Fayetteville Advertising and Promotion Commission
P.O. Box 4157
Fayetteville, AR 72702

If to the Events Manager, notice shall be addressed to:

Brook Watts
Parkven Productions, LLC
2274 Watersong Cir
Longmont, CO 80504

17. **Entire Agreement:** This Agreement supersedes any prior understandings or oral agreements between the parties regarding the subject matter hereof and constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and there are no agreements, understandings, representations or warranties among the parties other than those set forth herein.

Parkven Productions, LLC

**Fayetteville Advertising and
Promotion Commission**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT "A"

SCOPE OF SERVICES

- I. General - Event Development, Operations, Production and Execution
 - A. Parkven Productions will manage all aspects of the following events:
 - 1. 2019 – UCI Calendar Event (C2)
 - 2. 2020 – UCI Calendar Event (either C1, C2 or World Cup)
 - 3. 2021-2022 UCI Cyclocross World Championship in Jan. 2022)
 - B. Experience Fayetteville will receive all net revenue generated from the three events upon the completion of the World Cup and the termination of the agreement.
- II. Financial/Fiscal
 - A. Manage Budget for all three events
 - B. Use commercially diligent efforts to manage all events in a cost-effective manner
 - C. Invoice Experience Fayetteville in accordance with the terms of this Agreement
 - D. Provide financial and budgetary updates in accordance with the Reporting terms herein
 - E. Experience Fayetteville will be responsible for paying all invoices in a timely manner
- III. Sponsorships
 - A. Assist in identifying sponsor categories for potential sponsors, primarily non-cycling entities
 - B. Create customized sponsorship packages and associated marketing materials; draft and negotiate sponsor agreements for identified sponsors, including those sponsors identified through the World Championship's advisory board
 - C. In the event that Events Manager first identifies sponsors for events, Events Manager shall receive a 15% commission for such sponsorship revenue
 - D. Experience Fayetteville will identify relevant local sponsors for each event
 - E. Experience Fayetteville will commission and manage a local advisory board in to assist with preparations for the World Championship and appoint a liaison from Experience Fayetteville to serve on the advisory board
- IV. Equipment
 - A. Coordinate storage/warehousing of all equipment
 - B. Manage acquisition of all rental equipment
- V. Graphics/Design
 - A. Manage all aspects of design and graphics for events including sourcing design services

- to create all ad placement, copy and design
- B. Source service providers to design, copy, layout and print posters, and all graphic requirements for events, as appropriate
- C. Experience Fayetteville will identify local service providers for Parkven to contract with when possible
- D. Whenever feasible, recognize Experience Fayetteville in collateral materials related to the event

VI. Marketing/Public Relations

- A. In collaboration with Experience Fayetteville, produce and implement public relations plan
- B. Oversee press relations
- C. Oversee the creation of the event websites
- D. Experience Fayetteville will assist in the implementation of the marketing and public relations plan as developed by Parkven Productions and communicate with local media in accordance with that plan
- E. Experience Fayetteville will allocate a portion of its marketing budget to assist with media planning

VII. Event Apparel.

- A. Select event apparel provider and oversee design of all event apparel for staff, volunteers, and general public sales

VIII. Government Relations/Permitting, National and International Federation Liaison

- A. Work with appropriate City, County, Regional and State agencies, as may be applicable, including but not limited to Police and Fire Departments, Parks Department, etc.
- B. Secure permits with the appropriate government agencies
- C. Act as liaison with National and International Federations
- D. Secure all national and international federation race permits

IX. Event Planning and Execution

- A. Prepare project management timeline for events.
- B. Create and manage all aspects of day of event programming
- C. Source and manage online registration system for events
- D. Coordinate and manage pre-event logistics
- E. Coordinate and supervise all aspects of event set-up and event day
- F. Source, select and manage all event vendors
- G. Manage warehousing, shipping, inventory and transportation
- H. Design course, plan site and ground layouts and work with designated designer to create maps

- I. Hire labor and install/strike all event day equipment and materials
- J. Create and execute on-site staffing plan
- K. Manage staff/volunteers and hire and pay event staff
- L. Assist with recruiting and training of volunteers
- M. Hire food/beverage/hospitality services vendors to provide food & beverage services for events, including VIP facilities for at least World Championships, and possibly World Cup events coordinating with Experience Fayetteville to work with local vendors whenever possible
- N. Design and produce numbered bibs as may be required
- O. Recruit individual event participants, including marquee elite racers
- P. Source, coordinate and manage all event services (A/V, supplies, equipment, rentals, and staging)
- Q. Manage service providers responsible for cleaning event venue and facilities
- R. Retain, pay and manage all officials for all events
- S. Craft and implement event security and safety and emergency response plan
- T. Work with appropriate City and/or County agencies, including but not limited to police and fire departments, Parks Department, EMS, etc.
- U. Obtain certificates of insurance from any party that will be erecting, assembling or otherwise responsible for scaffolding, tents, bleachers, stage or other temporary structures at the event site. The certificate of insurance shall name Fayetteville Advertising and Promotion Commission as additional insured as requested
- V. Obtain certificates of insurance from all other vendors, concessionaires, contractors or other third parties that will be providing goods and/or services at any of the events. The certificate of insurance shall name Fayetteville Advertising and Promotion Commission as additional insureds as requested

X. Event Programming

- A. Develop and manage all racing schedules
- B. Coordinate all event day programming
- C. Source and hire musical act(s), announcers, celebrities, speakers, and other talent as identified to be important by Experience Fayetteville

XI. Reporting and Event Recaps

- A. Communicate with Experience Fayetteville in a regular and timely manner
- B. Provide strategic recommendations for cost saving, capital expenditures
- C. Participate in regular teleconferences (weekly, monthly, quarterly as mutually agreed-upon)
- D. Provide quarterly reports with expense/budget summaries
- E. Create and provide post-event evaluation and analysis
- F. Provide project/event recommendations
- G. Be available to attend a City of Fayetteville Advertising and Promotion Commission meeting as needed

ATTACHMENT “B”

Management Fees

Payment Schedule:

July 1, 2019	\$25,000
October 1, 2019	\$25,000
January 1, 2020	\$30,000
April 1, 2020	\$30,000
July 1, 2020	\$30,000
October 1, 2020	\$35,000
January 1, 2021	\$30,000
April 1, 2021	\$35,000
July 1, 2021	\$30,000
October 1, 2021	\$35,000
January 1, 2022	\$30,000
April 1, 2022	\$15,000