

Board of County Commissioners Agenda Request

Date of Meeting: February 3, 2009

Date Submitted: January 21, 2009

To: Honorable Chairman and Members of the Board

From: Earl "Bud" Parmer, Interim County Manager
Charles Chapman, Parks and Recreation Coordinator

Subject: Approval to Pursue Partnership with the Talquin Bass Association for the 31st Annual Lake Talquin Open Bass Fishing Tournament.

Statement of Issue:

Gadsden County Division of Parks and Recreation seeks approval of the Board to pursue a partnership with the Talquin Bass Association in order to present the 31st Annual Lake Talquin Open Bass Fishing Tournament, to be held in April 2009.

Background:

Last year, the Gadsden County Division of Parks and Recreation successfully partnered with the Talquin Bass Association to present the 30th Annual Lake Talquin Open Bass Fishing Tournament in a one year contractual agreement. Through the use of sponsorships and entry fees, the event received full cost recovery, however, no additional revenue was available to contribute to the Gadsden County Parks and Recreation Division, which typically is used for the repairs and improvements of Gadsden County freshwater recreation facilities.

The tournament proved to be a great success bringing in anglers from the local communities as well as anglers from Valdosta, Georgia and Panama City Beach, Florida. A survey was conducted last year to provide statistical analysis of tournament contestant's impact on the local economy.

Analysis:

The Division of Parks and Recreation has entered into discussion with the officers of the Talquin Bass Association and drafted an inter-local agreement with the County Attorney's assistance in April of 2006. This agreement lists out in clear language the responsibilities and duties of both agencies with a given timeline and consequences. The agreement will serve for a one year period upon which another agreement will be open

for negotiation with a corresponding term of one year depending on the success of the event. To date, this agreement has no revision required by either party.

Henceforth, the said contractual agreement has been updated for concurrent dates relevant to the 31st Annual Lake Talquin Open to be held in April of 2009. Concessions of the agreement include the Division of Parks and Recreation will be held responsible for providing assistance with advertising and acquisition of sponsorships for the operation of the tournament. Talquin Bass Association will be responsible for the logistical operations of the tournament (rules and regulations, awards ceremonies, etc). Also, under the conditions of the agreement, the 31st Annual Lake Talquin Open will be a county wide event, open to all residents of Gadsden County, and the surrounding region.

The event will be named upon the signing of the agreement attached as the 31st Annual Lake Talquin Open presented by Talquin Bass Association and Gadsden County Board of County Commissioners Division of Parks and Recreation. Furthermore, Talquin Bass Association has agreed to name Gadsden County Board of County Commissioners Division of Parks and Recreation as the direct beneficiary of the Tournaments additional sponsorship proceeds.

The Division of Parks and Recreation views this partnership as being equitable in the sense the conditions of the contract list the Division of Parks and Recreation as the direct beneficiary of the profits gained after cost recovery of the tournament to be utilized in Parks and Recreation boat ramp and freshwater facility renovation and development initiatives.

Fiscal Impact:

Minimal initial impact from the cost of first wave sponsorship marketing, however, initial cost will be recovered once sponsorships for advertising have been procured.

Options:

- Option 1: Approve staff to move forward in a partnership with Talquin Bass Association to present the 31st Annual Lake Talquin Open
- Option 2: Disapprove staff to move forward in a partnership with Talquin Bass Association to present the 31st Annual Lake Talquin Open
- Option 3: Board provide direction

Recommendation:

- Option 1: Approve staff to move forward in a partnership with Talquin Bass Association to present the 31st Annual Lake Talquin Open

Attachments:

1. Sport Director Contract-Talquin Bass Association/31st Annual Lake Talquin Open
2. Fictitious Name Record: Talquin Bass Association

SPORT DIRECTOR CONTRACT

This contract is entered into between the Talquin Bass Association (the Association) and Gadsden County (County), this 3rd day of February, 2009.

1. The parties hereby agree to work cooperatively to present the Annual Lake Talquin Open Bass Fishing tournament in accordance with the terms set forth below.

2. The County hereby agrees that the Association may utilize the landing facilities located at Pat Thomas Park (for additional parking), which is a County facility under management of the Gadsden County Division of Parks and Recreation (Division), for the operation of the Annual Lake Talquin Open bass fishing tournament (the Tournament is historically based at Ingram's Marina) in accordance with the terms and conditions of this Contract. The County, through the Division, will assist in promoting the Tournament by using its reasonable efforts in promoting the sale of advertising and sponsorship packages for said event. The Division shall receive from the Association a portion of the Tournament proceeds designated for charitable benefit, after the Association recovers its costs for Tournament operations.

a. The Association holds true there wish for donated funds to be used to renovate Gadsden County Parks, with priority set forth for Gadsden County Boat Ramps.

3. The parties hereby agree:

a. The Tournament will be held annually at Lake Talquin the Saturday before Easter and will be named the XXth Annual Lake Talquin Open Bass Tournament.

b. Advertising for the Tournament shall reflect the involvement of Gadsden County (e.g., Lake Talquin Open presented by the Talquin Bass Association, etc., and Gadsden County Board of County Commissioners Division of Parks and Recreation).

c. All advertising will list the Association and the Division by name as the principal agencies responsible for the presentation of the event.

d. Advertising on brochures and other media will be offered to other Bass Clubs throughout Gadsden County.

e. All other sponsoring organizations will be afforded rights to display their respective logo in given capacity as detailed by the appropriate sponsorship package of their choosing.

f. Sponsorships will be offered by the Association as set forth in Exhibit A hereto.

4. The Association agrees to abide by all terms of this Contract as a condition of its use of Division facilities and in exchange for Division assistance in promoting the tournament. In particular, the Association shall:

a. Conduct all aspects of competition in accordance with rules and requirements of National and State Governing Bodies and Gadsden County Division of Parks and Recreation. A tournament permit from Florida Fish and Wildlife Commission does apply.

b. Secure all official and support staff necessary to conduct competition in appropriate and safe manner.

i. All emergency personnel should be notified of the dates of the tournament to ensure safety for anglers and tournament patrons.

c. Appoint a liaison sport chairperson to serve as a middle manager for each competitive league, tournament, or event.



- d. Provide the Division staff with information regarding equipment, volunteers, venue, medical, safety and security needs to conduct competition in a safe manner.
- e. Assist with County wide promotion of the Tournament.
- f. Provide Division staff with knowledge and assistance in producing registration materials and assist the Division in producing advertising materials as needed.
- g. Provide Division staff with complete competition results, receipts, legal records (incident reports), etc, within 30 business days of each and every competitive event for the purpose of Gadsden County Division of Parks and Recreation may provide results of the tournament to the media, and to maintain accurate records of the tournament history, incidents, and results. Reports only pertain to the Lake Talquin Open).
- h. Provide Division staff with contacts for Bass Clubs who have participated in bass tournaments in the past.
- i. Assist the County with identification of potential sponsors (in-kind services) for developing promotional materials such as:
 - (a) Registration Promotional booklet
 - (b) Event Program
 - (c) Radio Advertisement (PSA)
 - (d) T-shirt printing
 - (e) Account for and transfer a portion of the profits set aside for charitable benefit, after break even cost recovery for the Tournament operations, to the Division for its use in renovating and/or developing Gadsden County Parks, with priority given to upgrading Gadsden County boat ramps.

5. General Provisions.

- a. Term. This Contract shall be effective the date first set forth above and shall terminate one year from that date.
- b. No partnership or joint venture. By entering into this Contract, the parties do not create a partnership or joint venture between the County or any of its subdivisions or departments and the Association or its members.
- c. No agency. By entering into this Contract, the parties create no agency as between the County or any of its subdivisions or departments and the Association or its members.
- d. No third party beneficiaries. This Contract creates no rights in any third party.
- e. Governing law. This Contract shall be governed by the laws of the State of Florida.
- f. Venue. Venue in any action concerning this Contract shall be in Gadsden County, Florida.
- g. Liability. The Association, for itself, its members, officers, employees, agents, contractors and subcontractors, shall indemnify and hold harmless the County and the Division and all of its officers, employees, contractors and subcontractors from any liability, claim, cause of action, suit or damages associated with activities relating to the performance of this Contract, except that such indemnity shall not extend to the negligent or wrongful acts of the County, its officers, employees, agents, contractors or subcontractors.
- h. Insurance. The Association shall obtain and maintain such general liability insurance or provide legal waivers of liability from each tournament competitor as the Division may reasonably require for the promotion and operation of the Tournament.



AGREED TO and effective on the date above first appearing:

TALQUIN BASS ASSOCIATION

GADSDEN COUNTY

By: _____

Eugene Lamb, Jr., Chairman

Sarah Johnson, Bass n Gal

Attest: _____
County Clerk

Jason Layerd, Quincy Bass Masters



Exhibit A

The following sponsorships will be promoted for the Tournament:

1. Sale of Advertising rights, such as:
 - a. Fixed Advertising Media
 - **Ingram's Marina Billboard tile \$200.00**
 - b. Banner Advertisements at Tournament site
 - 1, 3X3 banner \$50.00
 - 1, 3x6 banner \$100.00
 - 1, 6x12 banner \$150.00
2. **Direct Event Sponsorship Packages:**
 - a. **Platinum Sponsorship Package:** Includes 1, logo on T-shirt worn by competitors, and Tournament billboard tile, radio promotional mention advertisement, and flyer logo advertisement space: **\$1,000.00+** or Major Prize Donation of equal or greater value.
 - b. **Gold Sponsorship Package:** Includes logo on T-shirt worn by competitors, flyer advertisement, and radio promotional mentions: **\$750.00** or major prize donation of equal value.
 - c. **Silver Sponsorship Package:** Includes small logo on T-shirt worn by competitors, small tournament billboard tile, flyer logo on printed advertising materials: **\$500.00**
 - d. **Bronze Sponsorship Package:** Includes small logo on T-shirt worn by competitors and small tournament billboard tile: **\$200.00**
3. **Direct Prize Donations:**
 - a. Same as dollar value packages listed above.



APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

DOCUMENT# G06067900373

Fictitious Name to be Registered: TALQUIN BASS ASSOCIATION

Mailing Address of Business: 991 OLD PHILADELPHIA CHURCH RD
QUINCY, FL 32352

Florida County of principal place of business: GADSDEN

FEI Number:

FILED
Mar 08, 2006
Secretary of State

Owner(s) of Fictitious Name:

LAYERD, JASON
991 OLD PHILADELPHIA CHURCH RD
QUINCY, FL 32352

I (we) the undersigned, being the sole (all the) party(ies) owning interest in the above fictitious name, certify that the information indicated on this form is true and accurate. I (we) understand that the electronic signature(s) below shall have the same legal effect as if made under oath.

JASON LAYERD

03/08/2006

Electronic Signature(s)

Date

Certificate of Status Requested ()

Certified Copy Requested ()