



STAFF REPORT

Date: Tuesday, October 14, 2014
To: Bryan H. Montgomery, City Manager
From: Dwayne Dalman, Economic Development Manager
SUBJECT: **Sponsorship Agreement for FLW Fishing Tournament**

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

Summary and Background

Oakley residents and those of neighboring communities enjoy the recreational activities of the Delta, including boating and fishing. For a number of years, the City has helped sponsor bass fishing tournaments in the Delta. These tournaments were originally held at the Big Break Marina in Oakley and then later moved to Russo's Marina on Bethel Island.

The City has received a request from the Fishing League Worldwide (FLW) to help sponsor a bass fishing tournament in May of 2015. The sponsorship would be between the City of Oakley and FLW in the amount of \$5,000. In return for the sponsorship, the City will receive the following benefits:

- One full-page ad in the FLW Bass Magazine
- Sponsorship listing on the FLWOutdoors.com website
- City sponsorship mention in press kit distribution
- City sponsorship mention in pre and post event coverage

In addition to the publicity benefits received from the tournament sponsorship, it is anticipated that the City will receive some economic benefits from the tournament participants and attendees that shop, eat and sleep in Oakley. However, Staff believes these economic benefits would be increased if the tournament were held in Oakley versus Bethel Island (there would be a greater likelihood that fisherman and attendees patronizing Oakley gas stations, stores, restaurants and hotel than if the tournament were held in Bethel Island).

Staff has had preliminary meetings and conversations with the operators of the local Oakley marinas. Staff recommends that the Council provide direction that we continue the conversations with FLW and the local marinas to have future fishing tournaments at an Oakley marina.

Fiscal Impact

If directed by Council, the City would pay \$5,000 to become a sponsor for the upcoming FLW fishing tournament. It is anticipated that the City would receive an equal or greater amount of economic and publicity benefits. City staff would work with the tournament director and local vendors to maximize the exposure and participation from Oakley business establishments.

Recommendation

Staff recommends that the City Council approve the FLW site sponsorship agreement for the upcoming tournament in May 2015 and further directs Staff to explore the possibility of sponsoring future fishing tournaments held at an Oakley marina.

Attachments

- 1) Resolution
- 2) Site Sponsorship Agreement

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
APPROVING A SITE AGREEMENT FOR THE SPONSORSHIP OF A FLW
FISHING TOURNAMENT TAKING PLACE MAY 7-9, 2015**

BE IT RESOLVED by the City Council of the City of Oakley that the Site Agreement attached hereto as Exhibit A is hereby approved and the City Manager is hereby authorized to execute this Agreement.

The foregoing resolution was adopted at a regular joint meeting of the Oakley City Council/ Oakley City Council acting as the Successor Agency to the Oakley Redevelopment Agency held on the _____ day of October, 2014, by Councilmember _____, who moved its adoption, which motion being duly seconded by Councilmember _____, was upon voice vote carried and the resolution adopted by the following vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

APPROVED:

Randy Pope, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date



2015 FLW Rayovac Series Western #2
2015 College Fishing Western Qualifier
California Delta – Bethel Island, CA

FISHING LEAGUE WORLDWIDE

SITE AGREEMENT

This Agreement made and entered into between FLW, LLC, with offices at 30 Gamble Lane, Benton, KY 42025, hereinafter referred to as “FLW” and City of Oakley, 3231 Main Street, Oakley, CA 94561, hereinafter referred to as “CO”.

WHEREAS, FLW promotes and markets regional and national fishing tournaments;

WHEREAS, CO desires to host a FLW Rayovac Series qualifying event (“EVENT A”) taking place May 7-9, 2015, on California Delta. Additionally, CO desires to host an FLW College Fishing Western Division qualifying event (“EVENT B”), taking place May 9, 2015 on California Delta.

WHEREAS, FLW and CO agree that all prior agreements and understanding with respect to the subject matter of this Agreement are hereby canceled;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

For EVENT A, the weigh-in activities, May 7-9, 2015, will be conducted lakeside on California Delta at Russo’s Marina, 3995 Willow Road, Bethel Island, CA 94511. For EVENT B, weigh-in activities on May 9, 2015 will be conducted lakeside at California Delta at Russo’s Marina. The tournament director reserves the right to change the location of the Day 3 weigh-in for EVENT A and EVENT B.

TERM. This Agreement shall be effective from the date of signature through May 10, 2015. (“Term”).

1. FLW RESPONSIBILITIES.

- a.** **FLW Magazine:** FLW will provide CO with the following:
 - i. One (1) full-page, four color ad in *FLW Bass Magazine*; ad is to run during CY 2015. Ad and artwork to be provided by CO, deadline dates and mechanical requirements apply;
 - ii. Editorial coverage of Events.
- b.** **Internet:** FLWOutdoors.com will provide the following:
 - i. Editorial coverage of Events;
 - ii. Continual mention and exposure for California Delta and Bethel Island, CA.
- c.** **Public Relations:** FLW will provide the following via public relations:
 - i. Event location mention in the pre-season press kits distributed to daily and targeted weekly newspapers as well as to national radio and television stations;
 - ii. Event location mention in pre-and post Event coverage including, but not limited to press releases sent to national daily and weekly newspapers, press release sent to national broadcast media via PR Newswire (or comparable wire service) and other national newswires including the Associated Press and Reuters;
 - iii. Inclusion in local advertising and promotion surrounding Events when applicable;
 - iv. When possible, site mention during television and radio interviews arranged by FLW;
 - v. Bethel Island, CA / Oakley, CA will be recognized as the official site of Event;
 - vi. California Delta will be recognized as the official host fishery of Event;
 - vii. CO will be recognized as the official host organization of Event.
- d.** **Insurance:** FLW will provide the following insurance:
 - i. FLW will provide CO with evidence that it has caused to be written with an insurance company a Comprehensive public liability and property damage insurance policy for bodily and personal injury, death or property damage occurring during Event in an amount with limits for each occurrence that is not less than \$1,000,000.00 combined single limit, covering the period of Event specified above.

2. CO RESPONSIBILITIES.

- a.** **Consideration:** CO agrees to pay cash consideration to FLW in the amount of Five Thousand Dollars (\$5,000) for Events, due in full on or before April 15, 2015.

3. CONFIDENTIALITY. It is anticipated that both parties will want to publicize the fact that FLW will hold Events in Bethel Island, CA, on California Delta, however, FLW and CO agree to hold in strict confidence all information relating to this Agreement and/or CO or FLW's business supplied in connection herewith which is received by either CO or FLW from the other. CO will not publically announce FLW tournament location prior to FLW announcing its entire 2015 FLW Rayovac Series schedule. A violation of this section will constitute a breach of this Agreement.

4. SEVERABILITY. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation shall not in any way be affected or impaired thereby.

5. NEGOTIATED TERMS. This Agreement has been the result of negotiations between the parties, and therefore the parties agree neither the Agreement nor portions of the Agreement's language are to be construed against any party as a drafter of the Agreement or any portions thereof.

6. ENTIRE AGREEMENT. This instrument constitutes the entire Agreement between the parties concerning the subject matter herein. No other agreements, representations or promises or amendments shall apply unless made in writing and expressly made a part of this Agreement.

7. FORCE MAJEURE. If for any reason due through no fault or negligence of either part hereto so that either party is prevented (a "force majeure") to fill its obligations due to either an Act of God, including high, low or unsafe water conditions to host a fishing tournament, national emergency, governmental directive then either party may cancel this Agreement upon prompt written notice to the other party. In the case of a force majeure both parties are relieved of any obligations set forth hereunder and any payment made to FLW will be refunded to CO.

AGREED

Kathy Fennel
FLW, LLC
30 Gamble Lane
Benton, KY 42025

AGREED

Bryan Montgomery
City of Oakley
3231 Main Street
Oakley, CA 94561
925.625.7000

By: _____
Kathy Fennel

By: _____
Bryan Montgomery

Title: President, Operations Department

Title: _____

Date: _____

Date: _____