



## MEMO

**TO:** Payson Town Council  
**FROM:** Cameron Davis – Tourism & Economic Vitality Director  
**DATE:** September 15, 2008  
**SUBJECT:** **FLW Outdoors Stren Series Big Bass Tournament**

It is proposed that FLW Outdoors and the Town of Payson enter in to an agreement (**Please see attached Resolution 2434**) to bring a first class bass fishing tournament to the Rim Country. The date for this event would be April 15-18, 2009 and will include over 450 anglers that will compete at Roosevelt Lake for one of the largest purses in the professional sport of bass fishing. Payson will be the Host for their official Pre-tournament and registration meeting on Wednesday April 15<sup>th</sup>, 2009. Mazatzal Casino has offered to supply their conference room free of charge to accommodate this large group. Payson will also host the final weigh in and awards ceremony on Saturday April 18<sup>th</sup>, 2009 that will take place in the Wal-Mart parking lot. Bison Homes/Bison Cove has graciously offered 6 of their 2 room condos in order to accommodate the FLW staff.

The FLW is the world's leading tournament-fishing organization with 90,000 entries, 240 events, 12 tournament trails and total purses exceeding \$42.6 million, including more than \$6 million awarded in no-entry-fee championships, in 2007. In fact, 17 of the sport's top 18 bass-fishing tournaments (those offering awards of \$1 million or more) are FLW Outdoors events, including the biggest tournament in bass fishing — the \$2 million Forrest Wood Cup. FLW Outdoors also offers the largest cash awards for fans — \$7.3 million to be exact — through FLW Fantasy Fishing, which pays \$100,000 to the top fantasy player at every FLW Tour stop and the Forrest Wood Cup plus \$1 million to the overall top fantasy player for the year. No other fantasy sports league even comes close.

The FLW offers different tour levels and in April 2009 it is proposed that they will bring their very popular Stren Series to Payson/Roosevelt Lake. The Stren Series is where the sport's emerging stars compete for big money and priority entry into the FLW Tour and FLW Series. According to their Tournament Director this is the equivalent of Professional Spring Training Baseball.

*Amended 9-15-08*

SEP 18 2008 G9

As it relates to possible economic impact on a community, the FLW has put together the following model for your review as it relates to the Stren Series.

<b>Stren Series Economic Impact Scenario (max field)</b>	<b>\$\$</b>
Professional Anglers	200
Co-anglers	200
Family Members/Press/Special Guests	200
Factory Service Personnel	10
Sponsor Representatives	10
Webcast Crew	5
FLW Outdoors Staff	10
TOTAL	645
Daily Hotel Expenditure	\$80
Average Hotel Nights Per Person	6
Total Room Nights	325
Expenditures for Hotel	\$156,000
Daily Food Expenditure	\$40
Average Days on Site	6
Expenditures for Food	\$154,800
Daily Gas & Oil Expenditure	\$50
Average Days on Site	6
Expenditures for Gas & Oil	\$60,425
Daily Expense for Miscellaneous Items	\$100
Average Days on Site	6
Expenditures for Miscellaneous Items	\$282,000
Total Expenditures	\$653,225
Economic Impact w/out advertising	\$979,838
Est. advertising exposure equivalent	
Newspaper Articles	45
Newspaper Circulation	2,000,000
Newspaper Value	\$60,000
Webcast (3 Days at minimum 1 hr show)	\$50,000
Total Advertising Value	\$110,000
<b>TOTAL ECONOMIC IMPACT</b>	<b>\$1,089,838</b>

The Stren Series is a National/Internationally recognized event so preparations are already under way to include Payson as the Host City in all forms of the FLW marketing campaign. FLW will promote Payson as the "Place to Stay" to all of their anglers and spectators. Special offers and programs are already being discussed that will be offered to the anglers families as enticements to stay and play in Payson during the event.

This is a great win/win for the Town and our community and due to a third party sponsor (as mentioned in the agreement) who is paying the FLW entry fee of \$8,000 the Town's financial obligation is minimal.

Discussions have already begun between the Town's Office of Tourism and Economic Vitality and FLW to host a much larger event in April 2010. This event is called the "FLW Series West" and is considered the West Coast National Championships. The FLW Series West is the most lucrative bass tournament in the country and payouts are often times in the hundred of thousands so the level of fisherman that will be attracted to this event is the crème of the crop. Also with this tournament comes national press exposure that will once again allow Payson to put its best foot forward on a National scale.

**Possible motion to recommend Approval**

"I move that Town Council Authorize Debra Galbraith, Town Manager for Payson Arizona to sign and thereby approve Resolution 2434 as attached".

RESOLUTION NO. 2434

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE A SITE CONTRACT WITH OPERATION BASS, INC. (FLW OUTDOORS FISHING TOURNAMENT)**

**WHEREAS**, Operation Bass, Inc., dba FLW Outdoors promotes and markets regional and national fishing tournaments; and

**WHEREAS**, the Town of Payson desires to host a Stren Series event ("Event") taking place April 15-18, 2009 on Roosevelt Lake; and

**WHEREAS**, the Event registration and pre-tournament meeting will take place Wednesday, April 15, 2009. The first two days (April 16-17, 2009) activities will be conducted lakeside, and the final day (April 18, 2009) weigh-in activities will be conducted in the Payson Wal-Mart parking lot,

**NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, DO HEREBY RESOLVE AS FOLLOWS:**

Section 1. That the Site Contract between Operation Bass, Inc., dba FLW Outdoors and the Town of Payson, attached hereto as Exhibit "1" and incorporated herein as though set forth in full at this point, be and is hereby approved in substantially the form as set forth in said Exhibit "1".

Section 2. That Debra Galbraith, Town Manager of the Town of Payson, be and is hereby authorized to execute such Contract in substantially the form attached, subject to Section 3.

Section 3. That Operation Bass, Inc., is a Kentucky corporation. Exhibit "1" shall not be executed or finalized until the Town of Payson has received confirmation that Operation Bass, Inc. is authorized by the Arizona Corporation Commission to conduct business in the State of Arizona.

Section 4. That the Town of Payson be and hereby is authorized to take such other and further actions as are necessary or appropriate to carrying out the purposes of said Contract.

**PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON** this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by the following vote:

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSTENTIONS \_\_\_\_\_ ABSENT \_\_\_\_\_

\_\_\_\_\_  
Kenny J. Evans, Mayor

ATTEST:

APPROVED AS TO FORM:

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Silvia Smith, Town Clerk

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Samuel I. Streichman, Town Attorney

**EXHIBIT 1  
TO  
RESOLUTION 2434**

**SITE AGREEMENT CONTRACT BETWEEN  
OPERATION BASS, INC., dba FLW OUTDOORS  
AND THE TOWN OF PAYSON**

**RECITALS**

- A. Operation Bass, Inc., dba FLW Outdoors (“FLW Outdoors”) promotes and markets regional and national fishing tournaments;
- B. The Town of Payson (“the Town”) desires to host a Stren Series event (“Event”) taking place April 15-18, 2009 on Roosevelt Lake.
- C. The Event registration and pre-tournament meeting will take place Wednesday, April 15, 2009. The first two (2) days (April 16-17, 2009) weigh-in activities will be conducted lakeside, and the final day (April 18, 2009) weigh-in activities will be conducted in the Payson Wal-Mart parking lot.

NOW, THEREFORE, in consideration of the mutual promises, covenants and considerations herein contained, and pursuant to the terms and provisions in this Contract, FLW Outdoors and the Town agree as follows:

- 1. **Parties.** The parties to this Contract are Operation Bass, Inc., a Kentucky Corporation authorized to conduct business in Arizona, dba FLW Outdoors, (“FLW Outdoors”) and the Town of Payson, an Arizona municipal corporation, (“the Town”) (collectively, the “Parties”).
- 2. **Responsibilities and Representations.**
  - 2.1 FLW Outdoors’ Responsibilities
    - A. FLW Outdoors Magazine: FLW Outdoors will provide the Town with the following:
      - i. One (1) full-page, four color ad in the bass edition of FLW Outdoors Magazine bass edition; ad shall run during CY 2009. Ad and artwork will be provided by the Town, deadline date (January 15, 2009) and mechanical requirements apply;
      - ii. Editorial coverage for the Event.
    - B. Internet: FLWOutdoors.com will provide the following:
      - i. Editorial coverage;
      - ii. Continual mention and exposure for the Town and Roosevelt Lake.
    - C. FLW Live™: FLW Outdoors will provide exposure via live weigh-in coverage of the event on [www.FLWOutdoors.com](http://www.FLWOutdoors.com) to all, including international, FLW Outdoors’ members. Broadcast limitations apply.

- D. Public Relations: FLW Outdoors 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 all local advertising and promotion surrounding the Event;
  - iv. Site mention during television and radio interviews arranged by FLW Outdoors;
  - v. The Town will be recognized as the official host of the Event;
  - vi. Roosevelt Lake will be recognized as the official host fishery of the Event.

## 2.2 The Town's Responsibilities

- A. Monetary Consideration: The Town agrees to pay, or arrange for a third party to pay, to FLW Outdoors Eight Thousand Dollars (\$8,000) due in full on or before April 1, 2009.
- B. In-Kind Services: The Town agrees to provide the following services at no charge to FLW Outdoors:
- i. Hotel Accommodations: The Town will provide or arrange for lodging for six (6) hotel staff rooms for six (6) nights (total thirty-six (36) room-nights) for FLW's staff at a hotel in the Town at no cost to FLW Outdoors. All incidental costs shall be the responsibility of FLW Outdoors.
  - ii. Registration: The Town will provide or arrange for a registration and pre-tournament meeting facility for four hundred fifty (450) persons, available from 1:00 p.m.-9:00 p.m. on Wednesday, April 15, 2009.
  - iii. Advertisement: The Town will assist in securing advertisements for the Event on radio, television, print and billboards. FLW Outdoors will provide commercials/artwork. FLW Outdoors will be responsible for any cost associated with such advertisement.
  - iv. Permits: The Town will assist FLW Outdoors with acquiring any permits necessary for holding the Event. FLW Outdoors shall be responsible for any costs associated with such permits.
  - v. Escorts: The Town will make arrangements for a two vehicle police or fire department escort from Roosevelt Lake launch site to the Payson Wal-Mart Parking Lot on the final day weigh-in Saturday, April 18, 2009.

- vi. Lakeside Security: The Town will provide or arrange for lakeside security for the immediate FLW Trailer/Equipment area at Roosevelt Lake, from 6 p.m. to 6 a.m. throughout tournament days.
- vii. Media Liaison: The Town will serve as FLW Outdoors' local liaison during the planning stages and Event dates. The Town will also assist in the coordination of launch sites, convention center, media, volunteers and other vital services on behalf of FLW Outdoors.

2.3 By executing this Contract, FLW Outdoors represents that FLW Outdoors has visited the sites referenced herein or otherwise familiarized itself with the local conditions under which the Event is to be completed, and has correlated those observations with the requirements in this Contract.

2.4 FLW Outdoors represents and warrants that: (a) it is validly existing and in good standing under the laws of the State of Arizona, and (b) the execution, delivery and performance of this Contract has been duly authorized by the responsible persons or officers for and of FLW Outdoors.

3. **Effective Date and Term.**

This Contract shall be effect on the date of the last signature of the Parties and shall terminate on April 19, 2009 at the conclusion of the Event.

4. **Confidentiality.**

The Parties agree to hold in confidence all information relating to this Contract and/or FLW Outdoors' business supplied in connection herewith to the extent allowed by A.R.S. §39-121, et. seq., and any other applicable provisions of law.

5. **Insurance.** Without limiting any liabilities or any other obligations of FLW Outdoors, FLW Outdoors shall provide and maintain the following minimum insurance coverages, with forms and insurers acceptable to the Town until all the obligations under this Contract are satisfied:

5.1 Workers Compensation Insurance to cover obligations imposed by Federal and State Statutes having jurisdiction of its employees engaged in the performance of the Services, and Employer's Liability insurance with a minimum limit of ONE HUNDRED THOUSAND DOLLARS (\$100,000).

5.2 Comprehensive General Liability insurance with a minimum combined single limit of ONE MILLION DOLLARS (\$1,000,000) each occurrence. The policy shall include coverage for bodily injury liability, property damage liability, personal injury liability (including coverage for contractual and employee acts), and blanket contractual. The policy shall contain a severability of interests provision.

- 5.3 Comprehensive Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence with respect to FLW Outdoors' vehicles whether owned, hired, or non-owned, assigned to be used in the performance of the services.
- 5.4 The policies required by Sections 5.2 and 5.3 shall be endorsed to include the Town, its officers, attorneys, and employees as additional insureds, and shall stipulate that the insurance afforded for Town, its officers and employees shall be primary insurance and that any insurance carried by Town, its officers, attorneys, or employees shall be excess and not contributory insurance.
- 5.5 FLW Outdoors and its insurers providing the required coverages shall waive all rights of subrogation against Town and its directors, officers, attorneys, employees, and agents.
- 5.6 Prior to the Event, FLW Outdoors shall furnish the Town with Certificates of Insurance as evidence that policies providing the required coverages, conditions, and limits are in full force and effect. Such certificates shall provide that not less than thirty days advance notice of cancellation, termination, or alteration shall be sent directly to Town's representative as identified in Paragraph 15.2.
- 5.7 The Town reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements.

## 6. **Indemnity.**

- 6.1 FLW Outdoors shall indemnify, defend, and save harmless the Town and all of its employees, attorneys, agents, representatives and insurers from any and all claims, demands, suits, actions, proceedings, loss, costs, and damages of every kind and description, including attorney's fees and/or litigation expenses, which may be brought or made against or incurred by Town and/or its insurers, on account of loss of or damage to any property and for injuries to or death of any person by reason of or arising out of any act or omission by FLW Outdoors, its employees, agents, representatives, or subcontractors, or arising out of any defects in the methods, equipment or tools used, or in the manner of carrying on the Services itself, or arising out of workmen's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of FLW Outdoors or out of claims under similar such laws.
- 6.2 FLW Outdoors shall further indemnify, defend, and save harmless Town and all of its employees, attorneys, agents, and representatives from any and all claims, demands, suits, actions, proceedings, loss, costs, and damages of every kind and description, including costs of investigation and apprehension of persons involved, attorney's fees and/or litigation expenses, which may be brought or

made against or incurred by Town arising out of any dishonest act on the part of FLW Outdoors, its employees, agents, representatives, or subcontractors.

7. **Modification.** No provision of this Contract shall be amended or otherwise modified, in whole or in part, except by an instrument in writing duly executed by the Town and FLW Outdoors.
8. **Termination.** Without limiting or waiving any other remedies, in case of a breach of any provision in this Contract by FLW Outdoors, and without election, the Town may terminate this Contract, in whole or in part, by written notice to FLW Outdoors.
9. **Taxes.** FLW Outdoors shall have full and exclusive liability for and shall pay and hold Town harmless from any and all taxes and fees imposed in connection with all or any part of the Event.
10. **Laws and Regulations.** FLW Outdoors and its employees shall comply with all applicable laws, ordinances, statutes, rules and regulations, of the United States, State of Arizona, and local governments, including but not limited to those relating to wages, hours, discrimination, and safety (including OSHA).
11. **Dispute Resolution.** This Contract shall be governed and construed in accordance with the internal laws of the State of Arizona. With the written consent of both Parties, any dispute, controversy, claim, or cause of action arising out of or related to this Contract may, but in no event need, be settled by submission to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-1501, et seq.; and judgment upon any award rendered by the arbitrator(s), if filed in Arizona Superior Court, shall be filed in the Superior Court of Gila County, Arizona; or any such dispute, controversy, claim, or cause of action may be litigated in the Superior Court of Gila County, Arizona. The venue for any such dispute shall be Gila County, Arizona, and both Parties consent in advance to such venue and jurisdiction and waive any right to object that Gila County is an inconvenient or improper forum based upon lack of venue. Neither Party shall be entitled to recover from the other party any of its attorneys' fees, costs, or expert witness fees incurred in any such dispute, controversy, claim, or cause of action, but each party shall bear its own attorneys' fees without contribution from the other party, whether the same is resolved through arbitration, litigation in a court, or otherwise.
12. **Cancellation (A.R.S. §38-511).** This Contract is subject to the provisions of A.R.S. § 38-511 which provides for cancellation of contracts by the municipality for certain conflicts of interest.
13. **Town Business License.** FLW Outdoors shall provide the Town with a copy of its Town business license. If FLW Outdoors is exempt from the Town's business licensing requirements, it shall still provide the Town with the items required under Section 110.03(C)-(D) of the Town Code.

14. **Authorized Presence Requirements/Government Procurement (A.R.S. §41-4401).**

- 14.1 FLW Outdoors and any Subcontractor employed by FLW Outdoors warrants their compliance with all Federal immigration laws and regulations that relate to their employees and Arizona Revised Statutes Section 23-214(A).
- 14.2 A breach of the warranty under Section 14.1 above shall be deemed a material breach of this Contract and shall be subject to penalties up to and including termination of the Contract.
- 14.3 The Town retains the legal right to inspect the papers of FLW Outdoors or Subcontractor who works on this Contract to ensure that FLW Outdoors or Subcontractor is complying with Section 14.1.

15. **Other Provisions.**

- 15.1 **Assignment.** FLW Outdoors shall not assign or subcontract the Contract or any part thereof without the written consent of the Town, and any attempted assignment or subcontracting in violation of this Paragraph shall render this Contract void and of no effect. The Town may withhold its consent for any or no reason.
- 15.2 **Notices.** All notices, filings, consents, approvals, and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered, or served if in writing and delivered personally or sent by certified United States mail, postage prepaid, return receipt requested, to:

Town:  
Town of Payson  
303 North Beeline Highway  
Payson, Arizona 85541  
Attention: Cameron Davis

FLW Outdoors:  
30 Gamble Lane  
Benton, KY 42025  
Attention: Kathy Fennel

or to such other addresses as either party hereto may from time to time designate in writing and deliver in a like manner. Notices, filings, consents, approvals, and communication given by certified mail shall be deemed delivered forty-eight (48) hours following deposit in the U.S. mail, postage prepaid and addressed as set forth above. Notices delivered personally shall be deemed delivered upon delivery.

- 15.3 **No Partnership.** It is not intended by this Contract to, and nothing contained herein shall, create any employment relationship, partnership, joint venture, or other arrangement between the Town and FLW Outdoors. FLW Outdoors shall be an independent contractor. No term or provision of this Contract is intended to, or shall be for the benefit of any person, firm, organization, or corporation not

a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

- 15.4 **No Third Party Beneficiaries.** No term or provision of this Contract is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
- 15.5 **Counterparts.** This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.
- 15.6 **No Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Town of a breach of any of the covenants of this Contract shall be construed as a waiver of any proceeding or succeeding breach of the same or any other covenant or condition of this Contract.
- 15.7 **Non-Appropriation.** Nothing herein shall be construed as obligating the Town to expend, or as involving the Town in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for this work.
- 15.8 **Construction of Contract.** This Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of or against the party drafting this Contract. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Contract.
- 15.9 **Further Documentation.** Each Party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Contract.
- 15.10 **Time of Essence.** Time is of the essence in this Contract and all of its parts.
- 15.11 **Time Periods.** Except as expressly provided for herein, the time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (Payson time) on the last day of the applicable time period provided for herein. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

- 15.12 **Severability.** If any portion of this Contract is found to be invalid, such finding will not affect the validity of the remainder of this Contract and to this end the provisions of this Contract are severable.
- 15.13 **Authority.** The Parties acknowledge and warrant that each of them is fully authorized and empowered to execute this Contract by and through the individual(s) executing hereinafter.
- 15.14 **Entire Contract.** This Contract contains and sets forth the entire and exclusive agreement and understanding between the Parties hereto pertaining to the subject matter and all prior or contemporaneous oral or written agreements shall have no effect.
- 15.15 **Force Majeure.** Upon any prevention, delay or stoppage due to strikes, walkouts, labor disputes, acts of God, inability to obtain labor, materials or reasonable substitutes therefore, governmental restrictions, controls or regulations, enemy or hostile governmental action, civil commotion, fire or any other causes determined by the Town (in the exercise of fair discretion) to be beyond the reasonable control of the Parties, either Party may cancel this Contract.

WHEREFORE, the parties have caused this Contract to be executed by their duly authorized representatives.

**Operation Bass, Inc.**  
 a Kentucky Corporation,  
 Authorized to conduct  
 business in Arizona

By \_\_\_\_\_  
 Kathy Fennel, its Senior V.P. and C.O.O.

\_\_\_\_\_  
 Dated

**TOWN OF PAYSON,**  
 an Arizona municipal corporation

By \_\_\_\_\_  
 Debra Galbraith, its Town Manager

\_\_\_\_\_  
 Dated

ATTEST:

\_\_\_\_\_  
Silvia Smith, Town Clerk

**APPROVAL AS TO FORM**

The Town of Payson Legal Department has reviewed this contract and approved it as to form. When reviewing this contract for form, the Legal Department considers whether the following situations have been addressed:

1. Identification of parties;
2. Offer and acceptance;
3. Existence of contract consideration (we do not review to determine if consideration is adequate);
4. That certain provisions specifically required by statute are included (i.e., provisions concerning non-availability of funds and conflict of interest, A.R.S. § 38-511).

We have not reviewed the contract for other issues. Therefore, approval as to form should not be considered as approval of the appropriateness of the terms or conditions of the contract or the underlying transaction. In addition, approval as to the form should not be considered approval of the underlying policy considerations addressed by the contract.

Dated: \_\_\_\_ day of \_\_\_\_\_, 2008

By \_\_\_\_\_  
Samuel I. Streichman, Town Attorney