

MUNICIPAL ORDER 25-2018

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A RECRUITMENT AGREEMENT WITH THE OWENSBORO DAVIESS COUNTY CONVENTION AND VISITORS BUREAU TO RECRUIT, PLAN, AND SCHEDULE SPORTING EVENTS FOR THE CITY'S RECREATIONAL FACILITIES.

WHEREAS, the City of Owensboro and the Owensboro Daviess County Convention and Visitors Bureau (Bureau) have contracted since 2008 for the recruitment, planning, and scheduling of sporting events in the City's recreational facilities; and

WHEREAS, the City wishes to renew its contract with the Bureau.

NOW, THEREFORE, BE IT ORDERED BY THE CITY OF OWENSBORO, KENTUCKY, AS FOLLOWS:

Section 1. That the Mayor of the City of Owensboro, Kentucky, be, and he hereby is, authorized and directed to execute a Recruitment Agreement, by and between the City of Owensboro, Kentucky and the Owensboro Daviess County Convention and Visitors Bureau.

Section 2. That the Mayor, City Manager, and other city staff be, and they hereby are authorized to execute any and all other agreements, instruments or documents necessary and appropriate to effectuate and implement this Recruitment Agreement and/or documents related thereto.

INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING, this the 16th day of October, 2018.

Thomas H. Watson, Mayor

ATTEST:

Beth Cecil, City Clerk

RECRUITMENT AGREEMENT

THIS RECRUITMENT AGREEMENT is made and entered into this _____ day of October, 2018, by and between THE CITY OF OWENSBORO, KENTUCKY, a municipal corporation of the home rule class, created and existing under the laws of the Commonwealth of Kentucky, 101 East Fourth Street, P.O. Box 10003, Owensboro, Kentucky 42302-9003, hereafter referred to as "City", and OWENSBORO DAVIESS COUNTY CONVENTION AND VISITORS BUREAU, hereafter referred to as "Bureau".

WHEREAS, the City of Owensboro has been successful in recruiting, organizing and operating state and national championship level baseball and softball tournaments and other sporting events at Jack C. Fisher Park and other recreational facilities in Owensboro and Davies County; and

WHEREAS, the City desires to hire Bureau to recruit and promote national level baseball and softball tournaments and other sporting events to be held at City recreational facilities such as the Waymond Morris Football Complex, Thompson Berry Soccer Complex and Edge Ice Center; all of which annually bring thousands of participants and spectators to Owensboro and thereby contribute to the economic vitality of our community.

NOW, THEREFORE, that for and in consideration of the above recitals and other good and valuable consideration, including the terms, covenants and conditions set forth herein below, the City and Bureau acknowledge, covenant and agree as follows:

1. **Term of Agreement and Termination:** The term of this Agreement

shall commence upon its execution and shall be for a term of one (1) year (ending on October 30th of the termination year). The City may terminate this Agreement at any time with sixty (60) days written notice to the Bureau.

2. **Scope of Services:**

(a) **Services to be performed by Bureau:** Bureau agrees to perform at a minimum, the following services:

1. Recruit, plan, and schedule tournaments and sporting events to be hosted at facilities owned by the City.
2. Determine in advance the types of tournaments and sporting events to pursue based on availability, maximum local economic impact and the size of the event with regard to the availability of facilities, in consultation with, and the approval of, the City's Director of Parks & Recreation.
3. Serve as a liaison between the governing sports organizations and the City with regard to the dates, times and appropriate locations of tournaments and other sporting events.
4. Ensure that all entities participating as an event organizer, management, coordinator, vendor, concessionaire, or any other like role are in compliance with all applicable ordinances, laws and licensing requirements.

(b) **Services to be performed by City:** City agrees to perform the following services:

1. Waive the facility rental fee for eight (8) tournaments, not to exceed a total of eighteen (18) days for each fiscal year, at Jack C. Fisher Park Softball Complex, for the purposes of incentivizing large tournaments to come to Owensboro. All requested dates are subject to the approval of the City via the Director of Parks & Recreation.
 2. Waive the facility rental fee for three (3) sporting events, not to exceed a total of five (5) days for each fiscal year, at other City owned and operated recreational facilities, for the purposes of incentivizing large tournaments and other sporting events to come to Owensboro.
 3. Provide reasonable facility maintenance as determined by the City.
 4. Provide a reasonable level of on-site maintenance during national events as determined by the City.
 5. Provide a reasonable level of daily field preparation for non-national events as determined by the City.
 6. Provide daily trash removal during all scheduled events.
 7. Manage and retain all proceeds from food concession operations unless otherwise agreed to by the City.
3. **Compensation:** There is no compensation by or to either party per this agreement.
4. **Approval of Logo, Seal and other Restrictions:**
- (a) **Logo Rights:** The parties acknowledge, covenant and agree that the City, acting by and through its Parks and Recreation Department, is a sponsor of all events authorized under this Agreement. Any and all literature,

brochures, pamphlets, signs, flyers, advertisements, or other graphic displays promoting an event, shall conspicuously and prominently identify the City as a primary sponsor and shall be submitted to the Parks and Recreation Department for approval prior to the sports tournament event. All information, web content and design, including logos and sponsorships, to be made available to the public electronically (online) shall be submitted by Bureau to the City at least seven (7) business days prior to the date that Bureau requests the information to be posted online. The information, web content and design shall be posted online as requested by Bureau, unless the City rejects any portion or all of it within two (2) business days after it is submitted to the City by Bureau.

(b) **Compliance with City Ordinances, Park Rules and Regulations:**

Bureau, its officers, members, employees, agents, representatives and subcontractors, shall comply with all applicable laws, ordinances, rules and regulations, including, but not limited to, those that may apply to the use of the facility, sporting events, and the business activities associated with the contemplated use.

(c) **City Employees:** Bureau shall exercise not control, supervision or authority over City employees unless and to the extent authorized in advance by the Director of Parks & Recreation.

5. **Breach of Agreement; Remedies:** Bureau acknowledges and agrees that the promotion of tourism and events in Owensboro and Daviess County is part of the Bureau's primary mission and that the funding provided by and through this Agreement is intended

to provide enhanced promotion and recruiting services from the Bureau. If either party materially breach this agreement, and fails to cure same within a reasonable time after written notice thereof, either party may terminate this Agreement.

6. **Restoration of City Property:** Upon termination of this agreement by its terms or pursuant to this provision, Bureau shall remove any and all merchandise, equipment, tools or other personal property from the City's property and facilities in such manner as not to damage it and shall restore the City's property and all improvements thereon, to the condition that existed at the time of the commencement of this Agreement. Furthermore, Bureau shall be liable to the City for any and all damages to City property and recreational facilities that are proximately caused by the negligent acts or omissions of Bureau, its officers, members, representatives, agent or subcontractors, in the use of City parks and recreational facilities, normal wear and tear excepted.

7. **Assignment of Agreement:** This Agreement shall not be assigned by Bureau without the express written consent of the City.

8. **Entire Agreement:** This Agreement constitutes the entire Agreement and understanding between the parties regarding the recruitment, planning, and scheduling, of designated sporting events and tournament and supersedes all prior agreements, promises, communications, representations, whether oral or written, by any officer, member, employee, representative, agent or subcontractor of either party hereto. There are no promises, representations, covenants, undertakings, restrictions or conditions, other than those expressly set forth herein. Any subsequent amendment hereto shall be in writing and executed by authorized representatives of both parties. This Agreement

shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns approved by the parties.

IN WITNESS WHEREOF, the parties have executed this Recruitment Agreement as of the day and year first hereinabove written.

CITY OF OWENSBORO, KENTUCKY

By: _____
Thomas H. Watson, Mayor

Attest:

Beth Cecil, City Clerk

OWENSBORO DAVIESS COUNTY
CONVENTION AND VISITOR BUREAU

Mark Calitri, Executive Director