



## COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 9/12/2025 Meeting Date: 9/18/2025

Department: County Attorney

### 1. Nature and purpose of agenda item:

American Power Boat Association Agreement

### 2. Recommended Motion/Action:

Approve

### 3. Fiscal impact on current budget.

This item has no effect on the current budget.

**MEMORANDUM**

To: Board Agenda, September 18, 2025

From: Joel F. Foreman

Re: **Agreement with American Power Boat Association**

Date: September 12, 2025

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Staff have requested the Board's consideration of the attached agreement with the American Power Boat Association. The agreement would "establish an exclusive relationship between the [Association] and the County to collaborate in identifying, evaluating, and potentially executing a powerboat racing event within the County's jurisdiction".

There is no commitment beyond cooperation with the Association and an agreement not to work with any other similar group for attraction of the same types of events.

Staff will be prepared to address any questions of the Board.

**Recommended Motion:** To approve Agreement with American Power Boat Association

## AGREEMENT

This Agreement ("Agreement") is entered into as of September \_\_\_\_, 2025, by and between:

**American Power Boat Association (APBA)**, a national sanctioning body for all categories of powerboat racing in the United States, with its principal offices at 4401 S. Charleston Pike, Springfield, OH 45502 (hereinafter "APBA"),

and

**COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, with offices at 135 NE Hernando Avenue, Suite 203 Lake City, FL 32055 (hereinafter the "County").

### **I. Purpose**

- a. The purpose of this Agreement is to establish an exclusive relationship between the APBA and the County to collaborate in identifying, evaluating, and potentially executing a powerboat racing event within the County's jurisdiction. Powerboat racing under this Agreement is defined as any sanctioned event involving boats powered by motors, including but not limited to stock outboard, inboard, offshore, drag, tunnel hull, jet ski or electric propulsion formats.

### **II. Exclusivity**

- a. The County agrees to work exclusively with APBA for a period of **24 months** from the Effective Date of this Agreement ("Exclusivity Period") in exploring and developing opportunities for hosting any type of motorized powerboat racing event.
- b. During the Exclusivity Period, the County shall not engage, negotiate, or contract with any other individual, organization, or sanctioning body for the purpose of producing, promoting, or sanctioning a powerboat racing event without written consent from the APBA.
- c. The County acknowledges that APBA is the exclusive sanctioning authority for any motorized powerboat racing activities considered under this Agreement.

### **III. County Obligations**

During the Exclusivity Period, the County shall:

- a. Identify potential sites or venues suitable for powerboat racing events;
- b. Facilitate access to local permitting, zoning, or logistical contacts;
- c. Participate in site evaluations and planning discussions with APBA;
- d. Promote collaboration between County departments and APBA as needed;

- e. Maintain confidentiality of APBA proprietary and operational discussions, concepts, and evaluations.

#### **IV. APBA Obligations**

During the Exclusivity Period, APBA shall:

- a. Evaluate identified locations for suitability and safety;
- b. Provide technical expertise, sanctioning requirements, and event structure;
- c. Identify appropriate classes and formats of racing suitable for the proposed location;
- d. Work with the County to build a custom event profile and schedule that aligns with local interests and infrastructure;
- e. Offer consultation on marketing, sponsorship, and economic impact opportunities.

#### **V. Non-Binding Nature and Event Commitment**

- a. This Agreement does not obligate either party to hold or fund a specific event. It establishes an exclusive partnership for collaboration and exploration only. A separate Event Agreement will be drafted and executed should both parties agree to move forward with a sanctioned event.

#### **VI. Force Majeure**

- a. Neither party will be liable to the other for any loss, damage or default occasioned by strike, civil disorder, governmental decree or regulation, acts of God or any other force majeure (collectively, a “Force Majeure Event”). We agree that upon conclusion of a Force Majeure Event, each of us will use commercially reasonable means to recommence full performance of our obligations under this Agreement.

#### **VII. Notice**

- a. Except as otherwise expressly permitted herein, any notices to be given under this Agreement by either of us may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested to the addresses set forth in this Agreement unless one of us notifies the other, in writing, of a change of address.

#### **VIII. No Other Agreement**

- a. This Agreement and attached proposal contains the entire agreement between us. No part of this Agreement may be changed, modified, amended or supplemented except in a written document, signed by both of us which specifically states that the document is being signed for the purposes of modifying this Agreement. Each of us acknowledges and agrees that the other

has not made any representations, warranties or agreement of any kind, except as is expressly described in this Agreement.

**IX. Governing Law and Severability**

- a. This Agreement shall be interpreted in accordance with the laws of Florida and any action to enforce this Agreement must be filed in state court in the Third Judicial Circuit Court in and for Columbia County, Florida, and the parties hereby consent to the jurisdiction of the state courts of Florida for such purposes. In interpreting this contract, we each hereby acknowledge that we have mutually agreed to the terms of this Agreement and thus waive the protections of any law or statute which provides that in the case of uncertainty not removed by the laws relating to the interpretation of the contracts, the language of a contact should be interpreted against the drafter of the contact. Further, we agree that in the event that any one or more of the provisions of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired.

**X. Remedy of the Parties**

- a. Except as otherwise specifically provided for in this Agreement, in the event one of us is in default or in breach of any of the material provisions of this Agreement and fails to cure the default or breach within ten (10) days after written notice of such default or breach by the other, the non-breaching party shall have the right to terminate this Agreement. No part of this agreement shall be construed as a waiver by Columbia County, Florida, its officers, agents, or assigns, of any defense of sovereign immunity as provided by Florida Law.

**XI. Assignment**

- a. This Agreement shall only be assignable or transferable by one of us upon the written approval from the other.

**XII. Relationship of the Parties**

- a. It is understood and agreed that this Agreement does not create a partnership, joint venture or employment relationship of any kind between us; that each of us is acting as independent contractors with respect to each other; and that none of the employees of either of us will be deemed to be employees of the other for any purpose.

**XIII. Termination**

- a. Either of us shall have the right, forthwith and without further notice, to terminate

this Agreement at will by written notice to the other.

**XIV. Headings**

- a. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. If the above correctly expresses your understanding of the terms reached during our negotiations, please sign and date a copy of this Agreement and return the signed and dated Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**American Power Boat Association (APBA)**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**COLUMBIA COUNTY, FLORIDA**

By: \_\_\_\_\_  
 Name: Tim Murphy, Chairman  
 Date: September \_\_\_\_ 2025