



# Memorandum

COUNCIL ITEM 13D  
DATE 9/19/11

TO: JERRY A. BENTROTT, CITY MANAGER

FROM: GREGORY J. ORAVEC, ASSISTANT CITY MANAGER *GO*

DATE: SEPTEMBER 14, 2011

SUBJECT: "CO-PRODUCED AGREEMENT" BY AND BETWEEN THE CITY AND THE  
PORT ST. LUCIE DOWNTOWN LIONS CLUB FOR THE 2011 FALL  
FESTIVAL

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Per your request, please find the enclosed agreement by and between the City of Port St. Lucie and the Port St. Lucie Downtown Lions Club, which provides for the parties to co-produce the 2011 Fall Festival. The agreement formalizes the same general framework the parties have utilized to successfully produce this event for the past several years. As you may be aware, the 2010 event generated a profit of approximately \$6,234.07 for the City.

It is important to note that this agreement is different from the City's other co-produced agreements for special events due to differing event circumstances, as outlined below.

- The Fall Festival does not take place at the Village Square or a city-owned venue. It is held at Digital Domain Park.
- The City is not the lead producer. The Port St. Lucie Downtown Lions Club is the lead producer and bears the financial liability for the event.
- The City is responsible for providing planning; some staffing; the mobile stage; generators; and the production of events within the event, including St. Lucie's Got Talent, children's performances and the costume contest.
- Any revenue remaining after the payment of all event expenses will be split between the co-producers 60 (Lions)/40 (City).

A flyer for the event is also enclosed for your information.

Staff recommends approval.

If you have any questions or I can be of assistance, please let me know.

Thank you.

Enclosures:  
Co-produced Agreement  
Event Flyer

**RECEIVED**

SEP 15 2011

City Manager's Office

## CO-PRODUCED AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_day of \_\_\_\_\_, 2011, by and between the CITY OF PORT ST. LUCIE, a municipal corporation of the State of Florida ("City"), and the Port St. Lucie Downtown Lions Club ("Event Partner"), collectively known as the "Co-producers".

**WHEREAS**, the Event Partner and the City have worked together to co-produce and provide for the annual Fall Festival event; and

**WHEREAS**, the Fall Festival event will be held at the Digital Domain Park as an outdoor event for the 2011 year; and

**WHEREAS**, due to significant budget restraints, the City is unable to participate in the funding of the event for the 2011 year; and

**WHEREAS**, the City would like to continue its sponsorship of the annual Fall Festival through staff support, marketing assistance and providing the stage, logistics, generators and other good and valuable consideration; and

**WHEREAS**, the City and the Event Partner have agreed to share on a 60/40 (60% PSL Downtown Lions Club and 40% to the City of Port St Lucie Parks and Recreation Department) basis any profits from the Event after deduction of all expenses from the gross proceeds of the event; and

**WHEREAS**, the City and the Event Partner would like to enter into this Co-produced Agreement.

**NOW, THEREFORE**, in consideration of the terms of this Agreement, dated \_\_\_\_\_, 2011, between the City of Port St. Lucie and the Port St. Lucie Downtown Lions Club, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Event Partner agree to the following:

1. The Event Partner shall provide the entertainment for the Fall Festival event and shall be responsible for all associated costs.
2. The City shall be responsible for assisting the Event Partner with various aspects of marketing, planning, sponsorship and staffing of the event.
3. The City shall be responsible for providing the mobile stage, generators, St. Lucie's Got Talent Show, children's performances and costume contest.
4. The Co-producers shall be allowed to deduct all event expenses from the gross proceeds of the event.

5. After deduction of all expenses from the gross proceeds, if there are remaining funds, said funds shall be split sixty/forty (60/40) between the Event Partner (60%) and the City (40%).
6. The Event Partner shall be responsible for accounting of all event revenue and expenses, and shall make all such accounting available to the City.
7. It is agreed that this document contains the entire Agreement between the parties regarding the Fall Festival event, and this Agreement shall not be modified in any respect except in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their respective hands  
this \_\_ day of \_\_\_\_\_, 2011

CITY OF PORT ST. LUCIE, a  
Florida Municipal Corporation

By: \_\_\_\_\_  
JoAnn Faiella, Mayor

ATTEST:

\_\_\_\_\_  
Karen Phillips, City Clerk

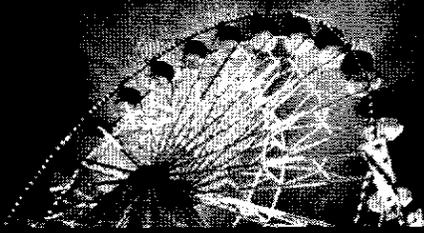
Event Organizer

By: \_\_\_\_\_  
(Event Officer)

Approved as to Form and Sufficiency

\_\_\_\_\_  
Pam E. Booker Hakim  
Senior Assistant City Attorney

# FALL FESTIVAL



WEDNESDAY, OCTOBER 26 thru  
SUNDAY, OCTOBER 30  
AT DIGITAL DOMAIN PARK  
(METS STADIUM)

RIDE WRISTBAND

SPECIALS DAILY!

Only \$5 per car load | ATM on site | **Haunted House (Thurs.–Sat.)**  
Arts & Crafts Vendors | Food Vendors | Carnival Rides

## FESTIVAL HOURS

### WEDNESDAY/THURSDAY

October 26–27 | 5–10 p.m.

### FRIDAY

October 28 | 5 p.m.–12 midnight

### SATURDAY

October 29 | 11 a.m.–12 midnight

### SUNDAY

October 30 | 1–6 p.m.

## DAILY SCHEDULE OF SPECIAL EVENTS

### WEDNESDAY | OCT. 26

*FREE PARKING!*

St. Lucie's Got Talent Practice (on stage)  
5:30–7:30 p.m.

### THURSDAY | OCT. 27

St. Lucie's Got Talent  
Registration 5–5:30 p.m.  
Show begins at 6 p.m.

### FRIDAY | OCT. 28

Showcase Band  
7–10 p.m.

### SATURDAY | OCT. 29

Children's Performances  
11 a.m.–4:45 p.m.  
Costume Contest  
5–7 p.m.  
Trick or Treat Tent  
5–6:30 p.m.

### SATURDAY | OCT. 29

*(continued)*  
The Masquerade Band  
6–9:30 p.m.

### SUNDAY | OCT. 30

Classic Car Show  
1:30–4 p.m.  
Sha Boom  
2–5 p.m.

**For more information, call (772) 878-2277**

**FALL FESTIVAL 2011 IS PROUDLY SPONSORED BY**

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