

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

Meeting Date: August 13, 2012

Public Hearing ___ Ordinance ___ Resolution ___ Motion X

Item: **Contract #20120059 – PSL PARTNERS PROGRAM AGREEMENT** - A two (2) year agreement with Humana Medical Plan, Inc. , hereinafter “PSL Prestige Partner” , for the naming rights of the Fitness Center within the Civic Center to be known as “*Humana Fitness and Wellness Center*” in consideration of \$20,000 per year. The Agreement may be renewed for one additional two (2) year term, upon mutual agreement of the parties.

Recommended Action:

Approve a two (2) year agreement with “PSL Prestige Partner”, for the naming rights of the Fitness Center to be known as the “*Humana Fitness and Wellness Center*”, in consideration of \$20,000.00 per year. The Agreement may be renewed for one additional two (2) year term, upon mutual agreement of the parties.

Exhibits: Department memo attached [X] yes [] no
PSL Partners Program Agreement

Summary Explanation/Background Information:

In 2010, a Sealed Bid was issued, requesting bids for the Naming Rights of Individual Rooms/Areas within the Civic Center as well as Parking Garage and the stage located within the Village Square. Only one response was received and that was subsequently withdrawn by the bidder.

Staff has gone out to the open market and has received this proposal from Humana Medical Plan, Inc., a Florida For Profit Corporation. Negotiations have resulted in a two (2) year agreement for the naming rights of the Fitness Center to be known as “*Humana Fitness and Wellness Center*” in consideration of \$20,000.00 per year. Prior to the expiration of the two (2) year term “PSL Prestige Partner” will have the option to renew the Agreement for an additional two (2) year term.

Director of OMB concurs with award: *J* City Manager concurs with award: *[Signature]*

Submitted by: **Sherman Conrad**

Title: Director of Parks and Recreation

Sherman Conrad

Date Submitted: August 2, 2012

RECEIVED

AUG 03 2012

City Manager's Office

Memo



To: Dave Pollard, Director, Office of Management and Budget
From: Tonya Taylor, Civic Center Administrator TT
Through: Sherman Conrad, Parks and Recreation Director SC
Date: 7/27/2012
Re: Humana Medical Plan, Inc. Prestige Partner Agreement

Please allow this memo to serve as our formal request to have the Humana Medical Plan, Inc. Prestige Partner agreement considered for approval by City Council at their August 13, 2012, meeting. If approved, this agreement will be the second Naming Right sponsor for the Port St. Lucie Civic Center. The agreement is modeled after the Pillar Partner Agreement currently in place with Martin Health Systems.

Humana will be the official wellness partner of the Port St. Lucie Civic Center and the name of the Fitness Center will change to the "Humana Fitness and Wellness Center." Humana will also enjoy the Title Sponsorship of the "Shake Your Tail Feather" 5K at the Saints." They will also be known as a sponsor of the following events and programs: Parks and Recreation Volunteer Program, Dancing with the Big Band, Beginning Senior Fit, Pickleball, Senior Games Mixer and Mah Jongg. They will also be a sponsor of a tee sign at the Saints Golf Course.

Humana will also benefit from our ability to promote Humana as our Prestige Partner on banners, the City web site, flyers, and signage for the Fitness Center. In return, Humana will pay the City of Port St. Lucie a total of \$40,000 over two years. Three months prior to the expiration of their contract, Humana can opt to renew this agreement for an additional two year period. It should be noted that, Robbie Walker, Sales Associate, is the person responsible for bringing this program to the City of Port St. Lucie. This is his second naming rights agreement for the Civic Center.

The Parks and Recreation Department recommends City Council's approval for this agreement with Humana Medical Plan, Inc. Should you require further information, please let me know. Thank you in advance for your time in this regard.

/tt

Port St. Lucie Civic Center
9221 SE Civic Center Place
Port St. Lucie, FL 34952
772-371-5092 Fax: 772-398-2901
Email: tonyat@cityofpsl.com

**CITY OF PORT ST. LUCIE
PSL PARTNERS PROGRAM AGREEMENT**

This CONTRACT, executed this _____ day of _____, 2012, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and HUMANA MEDICAL PLAN, INC., a Florida For Profit Corporation, whose principal address is 3501 S.W. 160th Avenue, Miramar, FL 33027, *with notices and correspondence to carry out the purposes of this Contract to be sent to*, 3060 S.W. Martin Downs Boulevard, Palm City, Florida 34990, Telephone No. (772) 463-3000, ext. 1010357 Fax No. (305) 370-6377, hereinafter called "PSL Prestige Partner," party of the second part.

RECITALS

WHEREAS, the City owns and operates a 100,000 square foot, multi-purpose complex located at 9221 SE Civic Center Place, Port St Lucie, FL 34952 (hereafter called "Port St Lucie Civic Center" or "Civic Center") and

WHEREAS, PSL Prestige Partner is a for-profit community based wellness plan organization; and

WHEREAS, City wishes to raise additional revenue with which to fund Civic Center operations and services; and

WHEREAS, PSL Prestige Partner wishes to put its name on the Fitness Center;

NOW THEREFORE, and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

As used herein, the Contract Supervisor shall mean Sherman Conrad (772) 878-2277, or his designee. The Facility Administrator shall mean Tonya Taylor at (772) 871-5092, or her designee.

**SECTION I
TERM**

This Contract shall commence _____, and continue for a period of two (2) years, ending thereafter on _____, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

PSL Prestige Partner will have the Option to Renew the Contract for one (1) additional two (2) year term. PSL Prestige Partner's offer to renew this contract shall be submitted in writing to the City at least three (3) months prior to the termination date of this Contract.

SECTION II EXCLUSIVITY

PSL Prestige Partner will have industry category exclusivity throughout the term of the Contract. No other health plan provider will be associated with City of Port St. Lucie Civic Center to include the following: PSL Prestige Partner Program and city-sponsored programs/activities set forth in Attachment "A". Industry category exclusivity does not apply to non city-sponsored special events and/or rentals held at the Civic Center to include the Fitness Center.

SECTION III FINANCIAL CONSIDERATIONS

On or before the commencement date of this contract, and on or before each yearly anniversary date of this contract, PSL Prestige Partner shall pay to the City of Port St. Lucie a sum of \$20,000. Initial payment shall be included with signed contract documents, addressed to the Office of Management and Budget. Subsequent annual payments shall be delivered to:

City of Port St Lucie Civic Center
Parks and Recreation Department
Mr. Sherman Conrad, Director
2195 SE Airoso Blvd.
Port St. Lucie, FL 34984

All payments and correspondence relative to this contract must contain the contract number #20120059.

SECTION IV PSL PRESTIGE PARTNER RIGHTS AND BENEFITS

During the term of this Contract, PSL Prestige Partner and City shall have the rights and benefits enumerated below:

PSL PRESTIGE PARTNER:

A. Naming Rights. The Fitness Center within the Civic Center will be known as the "Humana Fitness and Wellness Center." The City shall refer to Fitness Center by the selected name in all City publications and communications. PSL Prestige Partner will also be designated as the Official Wellness Partner of the Port St. Lucie Civic Center.

NOTE: The PSL Partners Program (Prestige – Tier 1 Level) is limited to a total of three partners that will be associated with the Naming Rights of the Civic Center for the following areas:

- Fitness Center
- Game Room
- Art Gallery

B. Sponsorship. PSL Prestige Partner will be designated as the Official Wellness Partner of the Port St. Lucie Civic Center for the life of the contract. Additional sponsorships for the life of this contract include, but are not limited to, the following:

“Shake Your Tail Feather at the Saints” 5K Run

Title sponsorship of “Shake Your Tail Feather at the Saints” 5K Run. Event dates (November) and times to be determined by the Fitness Center Staff.

Sr. Bowling League or Social

Title sponsorship of the Sr. Bowling Program (league or social). Venue to be determined.

Parks and Recreation Volunteer Program

Presenting sponsorship of the Parks and Recreation Volunteer Program.

Dancing with the Big Band and PSL Community Band Concert Series

Presenting sponsorship of Dancing with the Big Band and PSL Community Band Concert Series held at the Civic Center. Program dates to be determined by Civic Center Staff and PSL Community Band.

Beginning Sr. Fit

Presenting sponsorship of the Beginning Sr. Fit year-round exercise program designed for senior citizens.

Pickleball, Senior Games Mixer and Mah Jongg

Supporting sponsorship of the Senior Programs to include; Pickle ball, Senior Games Mixer and Mah Jongg

Hole Sponsorship at The Saints at Port St. Lucie Golf Course

- Recognition on Saints web page.
- Logo on monument tee sign.
- Logo on tee markers (16 faces).
- On-site promotions (for advertising, couponing and sampling).
- Logo on static golf cart display (5 ¼” x 8”). Static display will rotate equally amongst active sponsors for a minimum of three weeks annually on all available golf carts.
- Recognition on banners for saints sponsored events
- Thirty-two (32) rounds of golf valued at \$976.00.

Sandhill Crane Park

- One (5' x 8') banner on softball field fence. Sponsorship includes a couponing/promotional opportunity for choice of adult athletic programming (softball, basketball or racquetball).
- C. USE OF WORDMARK.** The PSL Prestige Partner shall have the right to use the City's name and logo in its marketing and advertising programs. Usage is not permitted without prior written approval by Contract Supervisor or his/her designee.
- D. MARKETING COLLATERAL.** The Civic Center shall include the PSL Prestige Partner's logo on all promotional flyers and posters which promote City sponsored events held in the Village Square and, in or associated with, the Fitness Center as outlined in Attachment "A". PSL Prestige Partner's logo will be included in 5,000 color (4" x 6") color flyers and 100 color (11" x 17") color posters per event.
- E. SIGNAGE.** PSL Prestige Partner will have the following signage rights at the Civic Center and Village Square:
- Inclusion in double-sided electronic marquee located at intersection of US 1 and Walton Road promoting city-sponsored events held in Village Square and, in or associated with, The Fitness Center as outlined in Attachment "A".
 - Light pole banners. Total of six (6) double-sided spaces throughout Civic Center grounds, including Village Square.
 - Signage to be determined and agreed upon by mutual consent of the City and PSL Prestige Partner. Budget for signage is \$1,250 and cost to be covered by sponsorship fee. PSL Prestige Partner shall compensate the City for any and all overages of signage (one-time fee). The sign may remain for life of the contract. The Facility Administrator or her designee must approve design, size and content of sign, prior to ordering and installation of the sign.

Special event signage for events listed on Attachment "A"

- PSL Prestige Partner's logo will be included in stage banner.
 - City will provide two 3' x 5' coroplast signs to be placed throughout the event grounds.
- F. WEB, INTERNET AND E-MAIL.** The City shall provide a link from the City website, www.cityofpsl.com to PSL Prestige Partner's website as part of the Civic Center's web page that lists the Civic Center's contact information. Web listing will also recognize PSL Prestige Partner as the Official Wellness Partner of the Port St. Lucie Civic Center. PSL Prestige Partner's logo will be included in e-newsletters (PSL Mail, Parks and Recreation and The Saints Golf Course) when appropriate and only as it relates to its involvement in the PSL Partners program.

G. COMMUNITY CENTER ROOM RENTALS. Three (3) pre-specified rentals listed below will be paid from the sponsorship fee for each year of the Contract.

- Humana Wellness Seminar Series (October, November, December)

Dates for 2012 and 2013 are to be determined. PSL Prestige Partner must reserve the room no later than three months in advance of the date of their Seminar, understanding that dates reserved prior to that time by others may already be unavailable to PSL Prestige Partner. Rentals must be held Monday through Thursday only.

H. SPECIAL EVENT PARKING PASSES. VIP Parking and Hospitality for all City-sponsored special events listed on Attachment "A". Includes preferred parking pass.

I. ON-SITE MARKETING RIGHTS. The PSL Prestige Partner shall be granted the following on-site marketing rights.

- On-site marketing rights for sampling, couponing and advertising at all City-sponsored special events listed on Attachment "A". Includes one tent (10' x 10'), one (1) table and two (2) chairs per event.
- P.A. announcements/on-stage promotion for all City-sponsored special events listed on Attachment "A". Tag slogan included.
- Promotions: paraphernalia, T-shirts, etc. given out at the main stage (provided by sponsor).
- Opportunity to do cross promotion with local health care providers and partners.

J. MEDIA. PSL Prestige Partner will be included in all available media where applicable to include TV, radio and print. Additionally, PSL Prestige Partner will be recognized in event press releases recognizing Humana as a PSL Prestige Partner and/or Official Wellness Partner of the Port St. Lucie Civic Center.

K. ADDITIONAL VALUE. PSL Prestige Partner will make every effort possible to collaborate with the City of Port St, Lucie Civic Center to host a Silver Sneakers Senior Fitness program at the Fitness Center

L. PROMOTIONAL CONSIDERATION. As a promotional consideration for the aforementioned marketing-driven partnership benefits, Humana will provide the City of Port St. Lucie with the following:

- Sponsorship Fee - Forty thousand (\$40,000) dollar cash sponsorship fee made payable to the City of Port St. Lucie. Payments can be made annually and deferred according to the schedule below:

Year one \$20,000

Year two \$20,000

NOTE: City shall provide all benefits enumerated in this Contract, provided such provision of benefits are legal for the City to provide and are in accordance with all laws that govern the City's ability to provide such benefits. PSL Prestige Partner understands that such laws may change over the course of this Contract and may affect the City's ability to perform and provide some or all of the benefits enumerated in the Contract. City shall advise PSL Prestige Partner of changes in any laws that may affect City's ability to provide the benefits enumerated in this Contract within a reasonable time from the time the City is informed of such law.

SECTION IV CITY RIGHTS AND BENEFITS

- A. The City retains all asset management rights, all rentals and permit rights, and all other promotional rights not specifically granted to PSL Prestige Partner in these specifications.
- B. The City shall be responsible for maintaining the Civic Center and Fitness Center. The City reserves the right to remove any advertisements or signage that has become worn, disfigured or otherwise unsuitable for display. Upon such removal, PSL Prestige Partner shall have the right to replace the removed advertisement or signage, subject to the provisions of the Contract.
- C. The City shall waive parking fees for the PSL Prestige Partner employees, if, at any time during this contract, the Civic Center charges for parking. PSL Prestige Partner employees shall be required to park in designated areas as assigned by the Facility Administrator.
- D. The City reserves the right of final approval of all on-site advertising and promotions of PSL Prestige Partner. The City also reserves the right of final approval of any off-site advertising or promotions when the City's name or logo is used.

SECTION V ASSIGNMENT, SUBLETTING AND SUCCESSORS IN INTEREST

PSL Prestige Partner shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of PSL Prestige Partner rights, interests or duties in this Contract without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Contract and cause for termination of this Contract. Regardless of City's consent, no subletting or assignment shall release PSL Prestige Partner of PSL Prestige Partner's obligation to perform all other obligations to be performed by PSL Prestige Partner hereunder for the term of this Contract.

SECTION VI ALTERATIONS

PSL Prestige Partner may not make any changes, alterations, improvements or additions to the premises, or attach or affix any articles thereto without City's prior written consent. All alterations, additions, or improvements that may be made upon the premises by City or PSL Prestige Partner (except unattached trade fixtures and equipment owned by PSL Prestige Partner) shall not be removed by PSL Prestige Partner, but shall become and remain the property of the City. All alterations, improvements, and additions to the premises (as permitted by the City) shall be done only by the City or PSL Prestige Partner or vendors approved by the City, and shall be at PSL Prestige Partner's sole expense, with the exception of any sign painting done by the City, and at such time and in such manner as City may approve.

Any mechanic's or material men's lien for which the City has received a notice of intent to file or which has been filed against the premises or the building arising out of work done for, or materials furnished to PSL Prestige Partner, shall be discharged, bonded over, or otherwise satisfied by PSL Prestige Partner within ten days following the earlier of the date City receives: (1) notice of intent to file a lien; or (2) notice that the lien has been filed. If PSL Prestige Partner fails to discharge, bond over, or otherwise satisfy any such lien, the City may do so at PSL Prestige Partner's expense, and the amount expended by the City, including reasonable attorney's fees, shall be paid by PSL Prestige Partner within ten (10) days following PSL Prestige Partner's receipt of a bill for the City.

SECTION VII INDEMNIFICATION/INSURANCE

Pursuant to Section 725.06, Florida Statutes, PSL Prestige Partner agrees to indemnify, defend, and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the PSL Prestige Partner and persons employed or utilized by the PSL Prestige Partner in the performance of the contract. As consideration for this indemnity provision the PSL Prestige Partner shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The PSL Prestige Partner shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by PSL Prestige Partner are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by PSL Prestige Partner under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other

than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The PSL Prestige Partner shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by PSL Prestige Partner qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of 10 years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and **Contract #20120059 for PSL Prestige Partners Program Agreement** shall be listed as additional insured". Said policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be accepted by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon receipt of thirty (30) days written notice from the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The PSL Prestige Partner shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the PSL Prestige Partner does not own any automobiles; the Business Auto Liability requirement shall be amended allowing PSL Prestige Partner to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The PSL Prestige Partner shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then PSL Prestige Partner shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should PSL Prestige Partner enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the PSL Prestige Partner to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the PSL Prestige Partner for any and all claims under this Contract.

The PSL Prestige Partner may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

All deductible amounts shall be paid for and be the responsibility of the PSL Prestige Partner and/or any subcontractor for any and all claims under this Contract.

SECTION VIII DAMAGE OR DESTRUCTION

If the premises are damaged by fire or other casualty (collectively "Casualty"), the damage shall be repaired by and at the expense of the City, provided such repairs can, in the City's opinion, be made within sixty (60) days after the occurrence of such casualty without the payment of overtime or other premiums.

If such repairs cannot, in the City's opinion, be made within sixty (60) days, the City may, at its option, make them within a reasonable time, not to exceed 120 days, and in such event, this Contract shall continue in effect. City's election to make such repairs must be evidenced by written notice to PSL Prestige Partner within thirty (30) days after the occurrence of the damage.

If the City does not so elect to make such repairs that cannot be made within sixty (60) days, then either party may, by written notice to the other, cancel this Contract as of the date of the casualty. A total destruction of the building in which the premises are located shall automatically terminate the Contract with no further obligation by either party.

SECTION IX DEFAULTS

The occurrence of any of the following shall constitute a material default and breach of the Contract:

1. A failure by PSL Prestige Partner to make any payment required to be made by PSL Prestige Partner hereunder, when due.
2. A failure by PSL Prestige Partner to observe any provision of this Contract.
3. The making by PSL Prestige Partner of any general assignment for the benefit of creditors; the filing by or against the PSL Prestige Partner of a petition to have the PSL Prestige Partner adjudged bankrupt or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against PSL Prestige Partner, the same is dismissed within 60 days); the appointment of a trustee or receiver to take possession of substantially all of PSL Prestige Partner's assets

located at the premises or of PSL Prestige Partner's interest in this Contract, where possession is not restored to PSL Prestige Partner within 30 days; or the attachment, execution or other judicial seizure of substantially all of PSL Prestige Partner's assets located at the premises or of PSL Prestige Partner's interest in this Contract, where such seizure is not discharged within 30 days.

4. The City shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation within 30 days after written notice by PSL Prestige Partner to the City specifying wherein the City has failed to perform such obligation. Provided, however, that if the nature of the City's obligation is such that more than 30 days are required for its performance, then the City shall not be deemed to be in default if it shall commence such performance within such thirty 30 day period and thereafter diligently prosecute the same to completion.

SECTION X REMEDIES

In the event PSL Prestige Partner commits an act of default as set forth in Section IX, the City may terminate this Contract. Upon termination, the City shall have the right to collect an amount equal to all expenses incurred by the City in recovering possession of the premises, including reasonable attorney's fees and/or all renovation costs incurred in connection with the preparation of the premises for a new PSL Prestige Partner.

SECTION XI COMPLIANCE WITH LAWS

PSL Prestige Partner shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract.

SECTION XII COPYRIGHT AND TRADEMARKS

City and PSL Prestige Partner acknowledge each party owns certain names, trademarks, service marks, copyrights and other intellectual property (Marks), and owns or has certain merchandising rights in and to the Marks, and all goodwill associated with or symbolized by the Marks. It is understood that in promoting the City's activities, the City and PSL Prestige Partner may make various references to the activities and may display the Marks of the City and PSL Prestige Partner, and pictures of the activities. Each party hereto grants to the other a non-exclusive, non-transferrable license to use its Marks during the term of this Contract and subject to the terms and conditions hereinafter set forth, solely in connection with advertising and promoting any event or activity incidental hereto.

City and PSL Prestige Partner must agree in writing as to the form and content of any promotional or advertising materials and the media in which such materials are to be used prior to their use, which approval the parties shall not unreasonably withhold; and such use may be

subject to such reasonable conditions as either party may impose, including, but not limited to conditions affording each party adequate protection of its Marks. Upon termination or expiration of this Contract, both parties shall cease all use of the Marks of the other party as soon as practicable, but in any event within 30 days unless the particular media which has been approved requires a longer lead time, but in no event longer than 90 days.

Neither party will impugn, challenge or assist in any challenge to the validity of the other party's Marks, any registrations thereof, or the ownership thereof. Each party will be solely responsible for taking such actions as it deems appropriate to obtain trademark, service mark or copyright registration for its respective Marks. All users of or references to the Marks shall inure to the benefit of the respective owner, and all rights with respect to the Marks not specifically granted in this Contract shall be and are hereby reserved to the respective owner.

Neither party is granted any right or license under this Contract to sell, or otherwise distribute for sale, any of the promotional or advertising materials, nor items related thereto. If a party desires to sell or distribute for sale any such materials or other merchandising or novelty items bearing the names, trademarks, copyrights or other intellectual property of the other party, then it shall request permissions to do so from the other party.

SECTION XIII GENERAL PROVISIONS

As additional consideration, PSL Prestige Partner agrees as follows:

1. PSL Prestige Partner may, from time to time, provide the City with promotional material, supplies, merchandise, or other services that it feels will enhance its promotional presence at the Civic Center. Provision of such items is solely at the discretion of the PSL Prestige Partner and not required under the terms and conditions of this Contract. The City is not required to accept or allow any promotional material, supplies, merchandise, or other services as part of its obligations under this Contract.
2. City and PSL Prestige Partner representative shall meet as frequently as needed to implement the terms and conditions of this Contract, however both City and PSL Prestige Partner shall meet at least annually on or before the anniversary date of this Contract as long as this Contract is in force to discuss calendar dates for promotional services, review of each parties' performance to date, exchange of ideas on promotions, operations, etc., approval of graphics and other promotional material and any desired changes in the Contract. Both parties understand that good communication is the key to a successful sponsorship and will make its best effort to communicate to each other during the course of the Contract.
3. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the foreseeable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

**SECTION XIV
LAW AND VENUE**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this Contract shall be in St. Lucie County, Florida.

**SECTION XV
ENTIRE AGREEMENT**

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

This Contract may be modified only in writing and signed by the parties in interest at the time of such modification.

**SECTION XVI
TERMINATION**

Either party may cancel this Contract immediately, without liability to the other party, if the defaulting party: (1) repudiates or breaches any of the terms of this Contract; or (2) fails to make progress so as to endanger timely and proper completion of its services and does not correct such failure or breach within 10 days, or such shorter period if commercially reasonable, after receipt of written notice from the non-defaulting party specifying such failure or breach. In the event of a termination where PSL Prestige Partner is the breaching party, PSL Prestige Partner shall pay City for the cost of removing any signage installed and logo imprints.

Either party may cancel this Contract immediately, without liability to the other party, upon the happening of any of the following or any other comparable event: (1) insolvency of the other party; (2) filing of any petition by or against the other party under any bankruptcy, reorganization or receivership law; (3) execution of any assignment for the benefit of the other party's creditors; or (4) appointment of any trustee or receiver of the other party's business or assets or any part thereof; unless such petition, assignment or appointment be withdrawn or nullified within fifteen (15) days of such event.

The City shall have the right to cancel this Contract immediately, without liability to PSL Prestige Partner, upon the happening of the following or any other comparable event: (1) PSL Prestige Partner, or any of its officers, is charged with a criminal offense.

IN WITNESS WHEREOF, the parties have executed this contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative of HUMANA MEDICAL PLAN, INC.

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 2012.

Notary Signature

Notary Public-State of _____ at Large

My Commission Expires _____ . (Seal)



Attachment "A"

City Sponsored Events and Programs at the Port St. Lucie Civic Center

Events Include:

<i>Freedomfest</i>	2012	Wednesday, July 4	12:00 p.m. to 10:00 p.m.
	2013	Thursday, July 4	12:00 p.m. to 10:00 p.m.

<i>Festival of Lights</i>	2012	Saturday, December (TBD)	2:00 p.m. to 8:00 p.m.
	2013	Saturday, December (TBD)	2:00 p.m. to 8:00 p.m.

Shake Your Tail Feather At The Saints 5K Run

	2012	November (TBD)	Time TBD
	2013	November (TBD)	Time TBD

Dancing with the Big Band and PSL Community Band Concert Series

	2012	November (TBD)	Time (TBD)
		December (TBD)	Time (TBD)
	2013	January (TBD)	Time (TBD)
		February (TBD)	Time (TBD)
		March * (TBD)	Time (TBD)
		November (TBD)	Time (TBD)
		December (TBD)	Time (TBD)
	2014	January (TBD)	Time (TBD)
		February (TBD)	Time (TBD)
		March * (TBD)	Time (TBD)

*** Two performances in March**

Programs Include:

Parks & Recreation Volunteer Program		Year-round
Beginning Sr. Fit		Year-round
Pickleball	Mondays & Thursdays	9:00 a.m. to 11:00 a.m.
Sr. Games Mixer	Wednesdays	12:00 p.m. to 2:00 p.m.
Mahjongg	1 st Wednesday of the month	1:00 p.m.
Sr. Bowling League or Social	TBD	TBD