



INTER-OFFICE MEMO

TO: Mr. Gregory J. Oravec, City Manager
FROM: Jay Liss, Recreation Administrator *JL*
THROUGH: Sherman Conrad, Director of Parks and Recreation *SC*
RE: Oktoberfest - Co-Produced Agreement with German American Club
DATE: September 5, 2012

Attached please find the Co-Produced Agreement with German American Club for our upcoming Oktoberfest event. I am submitting this agreement both for your approval and for subsequent consideration by City Council for placement as an agenda item at the September 24, 2012 meeting.

The agreement outlines each party's responsibilities for the event and the breakdown of revenue for the Oktoberfest scheduled for October 5 - 7, 2012. This event will be held at the Martin Health System Village Square.

Please advise if this meets with your approval as I will then move forward with placement on the September 24 City Council agenda for their consideration and approval.

Thank you for your time and consideration in this matter and, as always, if you have any questions or would like to discuss further, please let me know.

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RECEIVED

SEP 06 2012

City Manager's Office

2195 SE Airosa Blvd.
Port St. Lucie, FL 34984
Telephone: (772) 878-2277
Fax: (772) 871-5290

CO-PRODUCED AGREEMENT

THIS AGREEMENT is made and entered into this __day of _____, 2012, by and between the CITY OF PORT ST. LUCIE, a municipal corporation of the State of Florida ("City"), and the German American 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 Oktoberfest event; and

WHEREAS, the Oktoberfest event will be held at the Port St. Lucie Civic Center as an outdoor event for the 2012 year; and

WHEREAS, the City would like to continue its sponsorship of the annual Oktoberfest through staff support, marketing assistance and providing the venue and other good and valuable consideration; and

WHEREAS, the City and the Event Partner have agreed to share on a 50/50 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 in regards to the Civic Center facility, other operational issues and addressing of revenues and expenses.

NOW, THEREFORE, in consideration of the terms of this Agreement, dated _____, 2012, between the City of Port St. Lucie and the German American Club and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Event Partner hereto agree to the following:

1. The Co-producers shall be responsible for the costs of providing event security exclusively through the Port St. Lucie Police Department.
2. The Co-producers shall provide the entertainment for the Oktoberfest event and shall be responsible for all cost associated with providing the entertainment.
3. The Event Partner shall be responsible for assisting the City with various aspects of process, procedure, sponsorship and marketing required for implementation of a successful event.

4. The Co-producers shall be allowed to deduct all event expenses from the gross proceeds of the event, including any City expenses incurred for the event.
5. After deduction of all expenses from the gross proceeds, if there are remaining funds, said funds shall be split fifty/fifty (50/50) between the City of Port St. Lucie and the Event Partner.
6. The City shall be responsible for accounting of all event revenue and expenses, and shall make all such accounting available to the Event Partner.
7. It is agreed that this document contains the entire Agreement between the parties regarding the Oktoberfest 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 _____, 2012

CITY OF PORT ST. LUCIE, a
Florida Municipal Corporation

By: _____
JoAnn M. Faiella, Mayor

ATTEST:

Karen Phillips, City Clerk

Event Organizer

By: _____
(Event Officer)

Approved as to Form and Sufficiency

Pam E. Booker
Senior Assistant City Attorney

Estimated Budget OKTOBERFEST 2012 - Sept. 5, 2012

Revenue		Receiver/ Payer
Sponsors		
Physicians Immediate Care	\$ 250.00	
Aquatic Vegetation Control	\$ 250.00	
JJ Taylor	\$ 1,000.00	
Dragonfly Photographys	\$ 250.00	
Sponsor total:	\$ 1,750.00	
Event Revenue		
Vendors - Taxable	\$ 1,175.00	CITY
Vendors - Non Taxable	\$ 285.00	CITY
Food, Ice, Token Sales	\$ 5,835.04	CITY
Beer and Wine Sales	\$ 15,973.00	CITY
Event Revenue Total:	\$ 23,268.04	
2012 Revenue:	\$ 25,018.04	

Expenses		Receiver/ Payer
Posters	\$ 285.00	CITY
Towable Light Tower	\$ 203.79	CITY
PSL Volunteer Ambulance	\$ 695.00	CITY
Tent Permit	\$ 192.75	CITY
Tents, Lights, Chandelier	\$ 932.15	CITY
* Police Department Staffing	\$ 1,974.61	CITY
P&R Staffing	\$ 785.91	CITY
Sales Commission	\$ 340.00	CITY
Wine	\$ 320.69	GAC
Wine Cups	\$ 12.87	GAC
Water	\$ 16.68	GAC
Picnic Pack	\$ 17.42	GAC
Gloves	\$ 4.98	GAC
BIC Lighter	\$ 8.98	GAC
Temporary Alcohol Permit	\$ 25.00	GAC
Table Cloth	\$ 291.41	GAC
Alcohol Permit	\$ 145.00	GAC
R.V Howard	\$ 795.00	GAC
DJ	\$ 375.00	GAC
Bob Houston Entertainment	\$ 1,100.00	GAC
Manni Daum Entertainment	\$ 800.00	GAC
The Bavarians	\$ 570.00	GAC
The Community Band	\$ 1,000.00	
Beer	\$ 3,992.60	GAC

Beer Sales Tax	\$ 974.88	GAC
2012 Expenses	\$ 15,859.72	

Profit/(Loss)	\$ 9,158.32
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TOTAL REVENUES	
GAC Revenue	\$ -
City Revenue	\$ 25,018.04
Check Total Revenue	\$ 25,018.04

Total Revenue	50/50 split	pay/owed
\$25,018.04	\$12,509.02	\$ (12,509.02)
	\$12,509.02	\$ 12,509.02

TOTAL EXPENSES	
GAC Expense	\$ 10,450.51
City Expenses	\$ 5,409.21
Check Total Expenses	\$ 15,859.72

Total Expenses	50/50 split	pay/owed
\$15,859.72	\$7,929.86	\$ (2,520.65)
	\$7,929.86	\$2,520.65

Check Cut to GAC = \$15,029.67

Profit/Loss Statement	Initial Profit/Loss	Plus/Less Check	Actual Profit/Loss
GAC Net Profit/(Loss)	\$ (10,450.51)	\$15,029.67	\$ 4,579.16
City Net Profit / (Loss)	\$ 19,608.83	-\$15,029.67	\$ 4,579.16
Overall Profit / Loss Check	\$ 9,158.32		\$ 9,158.32

*We are still waiting for the final number for police with the parks officers included

*Working on Kids Zone Sponsors with Roger Dean for \$2500