



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: Port St. Lucie Fall Festival – Co-Produced Agreement with the Port St. Lucie Downtown Lions Club

DATE: September 26, 2012

Attached please find the Co-Produced Agreement with Port St. Lucie Downtown Lions Club for our upcoming Port St. Lucie Fall Festival 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 next available City Council meeting.

The Agreement outlines each party's responsibilities for the event and the breakdown of revenue for 2012 Port St. Lucie Fall Festival, scheduled for October 25 – 28, 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 next available City Council agenda for their consideration and approval. Also, I have attached an email from the Legal Department stating that they have reviewed and approved the agreement.

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.

JL/pr

cc: Denise French, Office Manager, Legal Dept.

2195 SE Airoso 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 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 Port St. Lucie Fall Festival event; and

WHEREAS, the Port St. Lucie Fall Festival event will be held at The Martin Health System Village Square, 9221 SE Civic Center Place, as an outdoor event for the 2012 year; and

WHEREAS, the City would like to continue its sponsorship of the annual Port St. Lucie 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 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 Port St. Lucie Fall Festival Event, other operational issues and to address revenues and expenses.

NOW, THEREFORE, in consideration of the terms of this Agreement, dated _____, 2012, 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 hereto agree to the following:

1. The Co-producers shall provide the entertainment for the Port St. Lucie Fall Festival event and shall be responsible for all cost associated with providing the entertainment.
2. 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.
3. 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.
4. 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 (50) and the Event Partner (50).

5. If the event expenses exceed the gross proceeds, the City of Port St. Lucie and Event Partner will pay equally toward the balance of expenses due.
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 of Port St. Lucie.
7. Either party can terminate this agreement with or without cause by giving the other party a thirty (30) day written notice. In the event either party terminates the agreement, all fees collected by the Event Partners from vendors and sponsors for The Port St. Lucie Fall Festival beyond the thirty-day termination period will be refunded to the respective party at full value by the Event Partner.
8. It is agreed that this document contains the entire Agreement between the parties regarding the Port St. Lucie 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 _____, 2012

CITY OF PORT ST. LUCIE, a
 Florida Municipal Corporation

By: _____
 JoAnn M. Faiella, Mayor

ATTEST:

 Karen A. Phillips, City Clerk

Event Partner

By: _____
 (Event Partner)

Approved as to Form and Sufficiency

 Pam E. Booker
 Senior Assistant City Attorney

Tonya Taylor

From: Stefanie Beskovoyne
Sent: Saturday, September 08, 2012 3:00 PM
To: Tonya Taylor; Denise French
Subject: RE: Co-Produced Agreement - Fall Festival

Tonya,
That new section is OK with me!

Thanks,

Stefanie Beskovoyne
Assistant City Attorney
City of Port St. Lucie, FL
p-(772)873-6321
F-(772) 344-4298
sbeskovoyne@cityofpsl.com

From: Tonya Taylor
Sent: Thursday, September 06, 2012 5:49 PM
To: Stefanie Beskovoyne; Denise French
Subject: RE: Co-Produced Agreement - Fall Festival

I understand, I added a section that Pam gave me for the Green Market that addresses canceling the agreement. Take a look at this and feel free to undo or add any underlines etc... Then, does Pam need to review this. I want to send to Mr. Oravec next week so I can get it on the agenda for the next available council meeting. Thanks!

Tonya Taylor, CPRP
Civic Center Administrator
772-871-5092

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From: Stefanie Beskovoyne
Sent: Thursday, September 06, 2012 5:03 PM
To: Denise French
Cc: Tonya Taylor
Subject: RE: Co-Produced Agreement - Fall Festival

Hey Tonya,
Attached is the agreement with my suggestions. The only issue I didn't address was formatting with the underlined words. Somethings are underlined and some are not. Its not a legal issue, just me being nitpicky.

Stefanie Beskovoyne
Assistant City Attorney
City of Port St. Lucie, FL
p-(772)873-6321
F-(772) 344-4298
sbeskovoyne@cityofpsl.com

From: Denise French
Sent: Thursday, August 16, 2012 1:40 PM
To: Stefanie Beskovoyne
Cc: Tonya Taylor
Subject: FW: Co-Produced Agreement - Fall Festival

stef,

can you review please and get back to tonya on this?

thanks,
denise

From: Tonya Taylor
Sent: Thursday, August 16, 2012 11:50 AM
To: Denise French
Subject: Co-Produced Agreement - Fall Festival

I want to get this on the Aug, 27 agenda so could you have someone review and make any changes or corrections and send back?? Thanks so much.

Tonya Taylor, CPRP
Civic Center Administrator
772-871-5092

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