

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

Meeting Date: September 19, 2011

Public Hearing _____ Ordinance _____ Resolution _____ Motion X

Item: **Contract #20110124 – PSL PARTNERS PROGRAM AGREEMENT** – A three year agreement with Martin Memorial Health Systems, hereinafter called “PSL Pillar Partner”, for sponsorship opportunities throughout the Parks and Recreation Department, including the naming rights of the Civic Center Village Square Stage in consideration of \$25,000 per year.

Recommended Action:

Approval to enter into a three year agreement with Martin Memorial Health Systems, hereinafter called “PSL Pillar Partner”, for sponsorship opportunities throughout the Parks and Recreation Department, including the naming rights of the Civic Center Village Square Stage in consideration of \$25,000 per year. Agreement may be renewed for an additional three (3) year term, upon mutual agreement of the parties.

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

Summary Explanation/Background Information:

A Sealed Bid was previously issued for the Naming Rights at the Civic Center. One response was received from Domenick Catering, LLC and Peter Busch. A contract was never finalized and Domenick Catering, LLC and Peter Busch have withdrawn its bid.

Staff has gone out to the open market and has received this proposal from “PSL Pillar Partner”, a not-for-profit community based healthcare organization. Negotiations have resulted in a three year agreement for sponsorship opportunities throughout the Parks and Recreation Department, including the naming rights of the Village Square Stage in consideration of \$25,000 per year. Prior to the expiration of the three year term PSL Pillar Partner will have the option to renew the Agreement for an additional three year term.

Staff is requesting to present a brief (5-7 minute) PowerPoint presentation which will highlight and summarize the PSL Pillar Program.

Director of OMB concurs with award: CL

City Manager concurs with award: JAB

Submitted by: Sherman Conrad

Sherman Conrad

Department of Parks and Recreation

Date Submitted: September 12, 2011

SEP 12 2011

City Manager's Office



INTER-OFFICE MEMO

TO: David Pollard, Director, Office of Management & Budget

FROM: Sherman Conrad, Director, Parks & Recreation

Re: MARTIN MEMORIAL HEALTH SYSTEMS
PSL PILLAR PARTNER PROGRAM

DATE: September 6, 2011

Please allow this correspondence to serve as my recommendation to pursue the execution of the Martin Memorial Health Systems PSL Pillar Partner Program contract. The financial gains recognized by completing this partnership program are significant and can only benefit Parks & Recreation.

By way of background, the contract with Martin Memorial Health Systems (hereafter referred to as "MMHS") is the first of what we anticipate will be many partnerships garnered through the PSL Pillar Partner Program. This contract, executed in October, 2011, will continue for a period of three years, ending thereafter on October 2, 2014. Total revenue received during the life of this contract is \$75,000, payable in three installments of \$25,000 per year.

While the highlights of the program with MMHS include the naming rights of the Port St. Lucie Civic Center Village Square, the contract also states that MMHS will have industry category exclusivity, specifically, that no competing hospitals will be associated with the Civic Center's city-sponsored programs/activities as outlined in Attachment "A" of the contract. This exclusivity does not preclude competing hospitals from sponsorship of non-city events held as rentals in Village Square or any amenity of the Civic Center. Furthermore, MMHS as the PSL Pillar Partner, will be designated as the Official Healthcare Partner of the Port St. Lucie Civic Center for the life of the contract.

It is important to note that while MMHS, the first of our PSL Pillar Partners, has chosen the naming rights of the Civic Center Village Square, thereby claiming one of seven naming rights opportunities available, there are six other naming rights opportunities available:

- | | |
|--------------------------|--------------------|
| - Ruby Conference Center | - Emerald Ballroom |
| - Gymnasium | - Front Plaza |
| - Lobby/Terrace | - Parking Garage |

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

Page Two
Memo to Mr. Pollard
September 6, 2001

In addition to naming rights, industry category exclusivity and designated as Official Healthcare Partner, this contract also includes the following tangible benefits to MMHS:

- Sponsorship of Bonfire & Hayride event, St. Patrick's Day Festival & Parade, Youth Basketball, Hole Sponsorship @ the Saints at Port St. Lucie Golf Course, and Sandhill Crane Park. Opportunities in this sponsorship for MMHS will include signage, media releases, banners, web page acknowledgements, logos on tee markers and more.
- On-site marketing rights
- Media & advertising
- Print & marketing collateral (including logo on all promotional flyers and posters which promote City sponsored events held in the Village Square, specifically: St. Patrick's Day Festival, Freedomfest, Oktoberfest, Festival of Lights and monthly City Fest).
- Internet and e-mail
- Civic Center Room Rentals
- Special Event Parking Passes

MMHS, through execution of this contract, will also receive the following intangible benefits:

- Category exclusivity
- Right of First Refusal
- Option to renew sponsorship agreement for naming rights
- Ability to showcase of product or service
- Prestige of property
- (B2B) Business-to-business opportunities between sponsors and vendors
- Use of City's Wordmark and Logos
- Brand linkage

If you have any questions regarding my recommendation to move forward with the execution of the Martin Memorial Health Systems PSL Pillar Partner Program contract, please feel free to contact me. Thank you in advance for your courtesy and time in this regard.

SC/pr

cc: Greg Oravec, Assistant City Manager
Patty Lipp, Administrative Assistant, Assistant City Manager
Jay Liss, Recreation Administrator, Parks & Recreation
Helen Quintana, Contract Specialist, OMB

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

This CONTRACT, executed this _____ day of _____, 2011, 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 MARTIN MEMORIAL HEALTH SYSTEMS, INC., a Florida Non Profit Corporation, whose principal address is 200 Hospital Ave, Stuart, FL 34994, *with notices and correspondence to carry out the purposes of this Contract to be sent to*, P.O. Box 9010, Stuart FL, 34995, Telephone No. (772) 287-5200 Fax No. (772) 223-5946, hereinafter called "PSL Pillar 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 Pillar Partner is a not-for-profit community based healthcare organization; and

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

WHEREAS, PSL Pillar Partner wishes to put its name on the Village Square Stage and; 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 **September 30, 2011**, and continue for a period of three years, ending thereafter on **September 29, 2014**, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

PSL Pillar Partner will have the Option to Renew the Contract for one (1) additional three-year term. PSL Pillar Partner's offer to renew this contract shall be submitted in writing to the City no later than three (3) months prior to the termination date of this Contract.

SECTION II EXCLUSIVITY

PSL Pillar Partner will have industry category exclusivity throughout the term of the Contract. No other hospital will be associated with City of Port St. Lucie Civic Center to include the following: PSL Pillar 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 Village Square (Outdoor Stage & Concert Green).

SECTION III FINANCIAL CONSIDERATIONS

On or before the first day of this contract, and on or before the yearly anniversary date of this contract, PSL Pillar Partner shall pay to the City of Port St. Lucie a sum of \$25,000. 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 #20100124.

SECTION IV PSL PILLAR PARTNER RIGHTS AND BENEFITS

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

PSL PILLAR PARTNER:

A. NAMING RIGHTS. The Village Square Stage will be known as the Martin Health System Village Square Stage. The City shall refer to Village Square Stage by the selected name in all City publications and communications. PSL Pillar Partner will also be designated as the Official Healthcare Partner of the Port St. Lucie Civic Center.

NOTE: The PSL Partners program (Pillar Level) is limited to a total of seven partners that will be associated with the Naming Rights for the following areas of the Civic Center:

- Village Square (Outdoor Stage & Concert Green)

- Ruby Conference Center
- Emerald Ballroom
- Gymnasium
- Front Plaza
- Lobby/Terrace
- Parking Garage

B. SPONSORSHIP. PSL Pillar Partners will be designated as the Official Healthcare Partner of the Port St. Lucie Civic Center for the life of the contract. Additional sponsorships for the life of this contract include the following:

Bonfire and Hayride

Title Sponsorship of the annual Bonfire and Hayride held at Digital Domain Park. Event dates and times to be determined by Special Events Supervisor.

St. Patrick's Day Festival and Parade

Presenting Sponsorship of the St. Patrick's Day Festival and Parade held at the Port St. Lucie Civic Center.

Youth Basketball

- Designation as League Division Sponsor of the Jr. Basketball League (Civic Center & Minsky Gym). Sponsorship benefits include the following:
- Logo included in Leisure Time ad recognizing Jr. Basketball League Partners and Sponsors.
- Inclusion in Media Releases as League Division Sponsor of Port St. Lucie Jr. Basketball League.
- Inclusion in web site as League Division Sponsor of Port St. Lucie Youth Basketball Program.
- One single-sided full color hanging banner at Minsky Gym (size of panel: 4' x 6').
- One single-sided full color sign at Civic Center Gymnasium (size of panel: 2' x 4').
- Logo included on Partnership Recognition Banner/Signage as League Division Sponsor of the Port St. Lucie Jr. Basketball League at each location (Minsky Gym & Civic Center Gymnasium).
- One countertop display at each location: (max. size 8 ½" x 11"). Minsky Gym & Civic Center.

- One framed ad (11" x 17") at each location. (Minsky Gym & Civic Center).
- Coupon and/or advertisement in registration packet.
- Company name on uniform (1 team only for each season).
- On-site marketing rights for registration, one regular season game day (Saturday) and End-of-Season Awards Ceremony.
- Commemorative Plaque awarded to Sponsor at End-of-Season Awards Ceremony.

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).
- Framed ad space on "Pro's Pointer" pedestal signage.
- On-site promotions (for advertising, couponing and sampling).
- Logo on static golf cart display (5 ¼" x 8"). Static display will rotate equally among active sponsors for a minimum of three weeks annually on all available golf carts.
- Recognition on banners for Saints-sponsored events
- 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 Pillar 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, of all copy and proposed usage of the City's name and logo.

D. MARKETING COLLATERAL. The Civic Center shall include the PSL Pillar Partner's logo on all promotional flyers and posters which promote City sponsored events held in the Village Square as outlined in Attachment "A". PSL Pillar 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 for a total of 45,000 flyers and 900 posters.

NOTE: City Fest promotion will be 5,000 flyers and 100 posters per quarter. PSL Pillar Partner's logo will also be included as the Title Sponsor of the Bonfire and Hayride at Digital Domain Park.

E. SIGNAGE. PSL Pillar 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 as outlined in Attachment "A".
- Light pole banners. Total of 12 double-sided spaces throughout Civic Center grounds, including Village Square.
- Signage on stage to be determined and agreed upon by mutual consent of the City and PSL Pillar Partner. Budget for stage signage is \$3,000 and cost to be covered by sponsorship fee. PSL Pillar 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 Pillar Partner's logo will be included in stage banner.
- City will provide four 3' x 5' coroplast signs to be placed throughout the event grounds.

PSL Pillar Partner will have the following signage rights at the Port St. Lucie Community Center (Martin Memorial Fitness Center).

- Improved directional signage. Signage costs to be absorbed by Martin Memorial Health Systems. Signage concept must meet City standards and obtain necessary approvals.
- Entrance signage at S.E. Airoso Boulevard entrance. Signage costs to be absorbed by Martin Memorial Health Systems. Signage concept must meet City standards and obtain necessary approvals.

F. WEB, INTERNET AND E-MAIL. The City shall provide a link from the City website, www.cityofpsl.com to PSL Pillar 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 Pillar Partner as the Official Healthcare Partner of the Port St. Lucie Civic Center. PSL Pillar 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. CIVIC CENTER ROOM RENTALS. Pre-specified rentals listed below will be paid from the sponsorship fee for each year of the Contract.

- Annual Christmas Party December 17, 2011
PSL Civic Center (Emerald Ballroom)
Dates for 2012 and 2013 are to be determined. PSL Pillar Partner must reserve the room no later than six months in advance of the date of their annual party, understanding that dates reserved prior to that time by others may already be unavailable to PSL Pillar Partner.

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 Pillar 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 table and two 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 Pillar Partner will be included in all available media where applicable to include TV, radio and print. Additionally, PSL Pillar partner will be recognized in event press-releases recognizing Martin Memorial Health Systems as a PSL Pillar Partner and/or Official Health Care Partner of the Port St. Lucie Civic Center.

K. ADDITIONAL VALUE. Collaboration with City of Port St. Lucie to host an annual special event at the Martin Memorial Fitness Center (PSL Community Center location) promoting health and fitness to the community. Date and time is to be determined upon mutual consent. Activities may include, but are not limited to, the following:

- Press Conference
- Health Fair

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 Pillar 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 Pillar 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 Pillar Partner in these specifications.
- B. The City shall be responsible for maintaining the Civic Center and Village Square. 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 Pillar 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 Pillar Partner employees, if, at any time during this contract, the Civic Center charges for parking. PSL Pillar 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 Pillar 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 Pillar Partner shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of PSL Pillar 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 Pillar Partner of PSL Pillar Partner's obligation to perform all other obligations to be performed by PSL Pillar Partner hereunder for the term of this Contract.

SECTION VI ALTERATIONS

PSL Pillar 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 Pillar Partner (except unattached trade fixtures and equipment owned by PSL Pillar Partner) shall not be removed by PSL Pillar 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 Pillar Partner or vendors approved by the City, and shall be at PSL Pillar 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 Pillar Partner, shall be discharged, bonded over, or otherwise satisfied by PSL Pillar 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 Pillar Partner fails to discharge, bond over, or otherwise satisfy any such lien, the City may do so at PSL Pillar Partner's expense, and the amount expended by the City, including reasonable attorney's fees, shall be paid by PSL Pillar Partner within 10 days following PSL Pillar Partner's receipt of a bill for the City.

SECTION VII INDEMNIFICATION/INSURANCE

Indemnification: The PSL Pillar Partner shall indemnify and hold harmless the City, and its Officers and their employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the PSL Pillar Partner and all persons employed or utilized by the PSL Pillar Partner in the performance of the Contract. As consideration for this indemnity provision the PSL Pillar Partner shall be paid the sum of \$10.00 before execution of this Contract.

The City of Port St. Lucie, by entering into this Contract, does not make a recommendation to any person about the quality of care given by the hospital or in any way endorse the physicians, nurses, or any other hospital personnel by virtue of this Contract, and the Hospital agrees to indemnify, hold harmless, and defend the City in any lawsuit in which the City is named as a result of allegations of negligence, or of intentional action or inaction by the Hospital or its employees, agents, privileged or contract personnel; and in no case does the City waive its sovereign immunity protection pursuant to s.768.28, Florida Statutes.

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

Workers Compensation - PSL Pillar 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 Pillar 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.

Business Auto Policy - PSL Pillar Partner shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for any auto, owned, non-owned and hired automobiles. In the event, the PSL Pillar Partner does not own any automobiles; the Business Auto Liability requirement shall be amended allowing PSL Pillar 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 list the City as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

Commercial General Liability - 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 aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense person	\$10,000 any 1

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 for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. 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 interests provision as provided under the standard ISO form separation of insurers clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire. Such coverage

required from PSL Pillar Partner may be provided by a self-insurance program established and operating under the laws of the State of Florida.

Additional Insured Requirements - Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policy 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 for Contract #20110124 for the PSL Pillar Partners Program Agreement**". The Certificate of Insurance and policy shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. 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, PSL Pillar Partner shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

Waiver of Subrogation - PSL Pillar 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 agreement to waive subrogation without an endorsement then PSL Pillar 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 bidder enter into such an agreement on a pre-loss basis.

Subcontractors - It shall be the responsibility of the PSL Pillar Partner to insure that all subcontractors comply with the same insurance requirements referenced above.

Product Liability - PSL Pillar Partner will be required to carry and show proof of Product Liability insurance with limits of \$1,000,000 per occurrence, \$2,000,000 aggregate.

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

Certificate(s) of Insurance - Immediately following notification of the award of this Contract, PSL Pillar Partner shall agree to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance and policy shall unequivocally provide a minimum thirty (30) day written notice to the City prior to cancellation,

non-renewal or adverse change of coverage. In the "Description of Operations ..." Certificate shall list **Contract #20110124 for the PSL Partners Program Agreement**.

Umbrella or Excess Liability - PSL Pillar Partner may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or 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 either 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."

The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

SECTION VIII DAMAGE OR DESTRUCTION

If the premises are damaged by fire or other casualty (collective "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 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 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 Pillar Partner within 30 days after the occurrence of the damage.

If the City does not so elect to make such repairs that cannot be made within 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.

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 Pillar Partner to make any payment required to be made by PSL Pillar Partner hereunder, when due.
2. A failure by PSL Pillar Partner to observe any other provision of this Contract.
3. The making by PSL Pillar Partner of any general assignment for the benefit of creditors; the filing by or against the PSL Pillar Partner of a petition to have the PSL Pillar 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 Pillar Partner, the same is dismissed within 60 days); the appointment of a trustee or receiver to take possession of substantially all of PSL Pillar Partner's assets located at the premises or of PSL Pillar Partner's interest in this Contract, where possession is not restored to PSL Pillar Partner within 30 days; or the attachment, execution or other judicial seizure of substantially all of PSL Pillar Partner's assets located at the premises or of PSL Pillar 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 Pillar 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 Pillar 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 Pillar Partner.

SECTION XI COMPLIANCE WITH LAWS

PSL Pillar 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 Pillar 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 Pillar Partner may make various references to the activities and may display the Marks of the City and PSL Pillar 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 Pillar 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, and if materials or items before they may be sold or distributed for sale.

SECTION XIII GENERAL PROVISIONS

As additional consideration, PSL Pillar Partner agrees as follows:

1. PSL Pillar 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 Pillar 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 Pillar Partner representative shall meet as frequently as needed to implement the terms and conditions of this Contract, however both City and PSL Pillar 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 reasonable 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 Pillar Partner is the breaching party, PSL Pillar 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 Pillar Partner, upon the happening of the following or any other comparable event: (1) PSL Pillar Partner, or any of its officers, is charged with a criminal offense.

**SECTION XVII
APPROPRIATION APPROVAL**

The PSL Pillar Partner acknowledges that the City of Port St. Lucie's performance and obligation to operate the Civic Center under this Contract is contingent upon an annual appropriation by the City Council. The PSL Pillar Partner agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

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 MARTIN MEMORIAL HEALTH SYSTEMS, 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 _____, 2011.

Notary Signature

Notary Public-State of _____ at Large

My Commission Expires _____ (seal)



Attachment "A"
City Sponsored Events at the Port St. Lucie Civic Center

NOTE: Event dates for 2012 and 2013 are TBD.

Events Include:

Freedom Fest

Monday, July 4 5:00 to 9:00 p.m.
Estimated Attendance: 20,000

Oktoberfest

Friday, September 30 5:00 to 10:00 p.m.
Saturday, October 1 12:00 p.m. to 10:00 p.m.
Estimated Attendance: 25,000

Festival of Lights

Saturday, December (TBD) 2:00 to 8:00 p.m.
Estimated Attendance: 20,000

St. Patrick's Day Festival

March 2012
Friday 5:00 to 9:00 p.m.
Saturday 10:00 a.m. to 8:00 p.m.
Estimated Attendance: 20,000 +

City Fest

Monthly (Different theme each month)
2nd Friday of each month 5:00 to 9:00 p.m.
Estimated Attendance: 2,000 + (average each month)
25,000 for the entire series

