



Memorandum

TO: JERRY A. BENTROTT, CITY MANAGER

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

DATE: OCTOBER 19, 2011

SUBJECT: CO-PRODUCED AGREEMENT FOR 2012 SEAFOOD FESTIVAL

As you may recall, in 2011, the City Parks and Recreation Department worked with Domenick's Catering (the Civic Center's caterer) and a third-party promoter to produce a successful seafood festival at the Village Square. Thousands of people attended a very fun event which generated a net profit of \$8,191.69. Staff would like to begin working with Domenick's Catering on a similar 2012 event planned for February 18. Accordingly, this memorandum serves to request approval of the attached Co-Produced Agreement (the "Agreement").

As you will note in your review of the Agreement, it is very similar to the agreements we have for Oktoberfest, St. Patrick's Day and other special events. Highlights include:

- The expenses of the event will be deducted from the event's gross revenue.
- Expenses include city services, most notably event security through the Police Department, but do not include a rental fee for the use of the Village Square.
- Any revenue remaining after the payment of all expenses will be split between the co-producers 50/50.

Based upon the results of last year's event and similar special events at the Village Square, barring inclement weather, we expect this event to generate a profit greater than the rental fee for the Village Square while providing an enjoyable experience to our citizens and visitors.

Staff recommends approval.

If you have any questions or would like to discuss this matter further, please do not hesitate to let me know.

Thank you.

Attach.

c: Sherman Conrad, Parks and Recreation Director

CO-PRODUCED AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2011, by and between the CITY OF PORT ST. LUCIE, a municipal corporation of the State of Florida ("City"), and Domenick's Catering ("Event Partner"), collectively known as the "Co-producers".

WHEREAS, the Event Partner and the City have worked together to co-produce and provide for a Treasure Coast Seafood Festival event; and

WHEREAS, 2012 Treasure Coast Seafood Festival event will be held at the Port St. Lucie Civic Center as an outdoor event for the 2011 – 2012 fiscal year; and

WHEREAS, the City would like to continue its sponsorship of the annual Treasure Coast Seafood Festival through staff support and 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 regard 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 _____, 2011, between the City and Event Partner, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Event Partner agree to the following:

1. The Event Partner shall be responsible for the costs of providing event security exclusively through the Port St. Lucie Police Department.
2. The Event Partner shall provide the entertainment for the Treasure Coast Seafood Festival event and shall be responsible for all costs 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 City shall be responsible for providing the venue, staffing and set up. There will be no rental charge assessed for the venue.

5. 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.
6. 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.
7. The City shall be responsible for accounting of all event revenue and expenses, and shall make all such accounting available to the Event Partner.
8. It is agreed that this document contains the entire Agreement between the parties regarding the Treasure Coast Seafood 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 September, 2011.

CITY OF PORT ST. LUCIE, a
Florida municipal corporation

By: _____
JoAnn Faiella, Mayor

ATTEST:

Karen Phillips, City Clerk

Event Organizer

By: _____
Domenick Collura, Domenick's Catering

Approved as to Form and Sufficiency

Pam E. Booker Hakim
Senior Assistant City Attorney