



Port St. Lucie
Civic Center
Open to the Spirit of All Citizens

Memo

To: Mr. Gregory J. Oravec, City Manager
From: Tonya Taylor, Civic Center Administrator (TT)
Through: Sherman Conrad, Director of Parks and Recreation SC
Date: 7/30/2012
Re: Pool Party - Co-Produced Agreement with Domenick's Catering

Attached please find the Co-Produced Agreement with Domenick's Catering for our upcoming Pool Party 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 August 13, 2012 meeting.

The agreement outlines each party's responsibilities for the event and the breakdown of revenue for the Pool Party scheduled for Saturday, August 18, 2012. This will be a family-type event with volleyball, bounce houses, live music, food vendors and more. This event will be held at the Martin Health System Village Square.

It should be noted that I have added a new section detailing each party's responsibility should the event expenses exceed gross profits. Once any revenue is exhausted, all remaining expenses will be split equally between both parties. It is our intention to run this event so that we can pay all expenses and, ultimately, to have funds remaining which will be applied toward our goal of recovering at least 50% of our expenses with revenue.

The Legal Department has reviewed and approved the agreement. Please advise if this meets with your approval as I will then move forward with placement on the August 13 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.

/tt

RECEIVED

JUL 31 2012

City Manager's Office

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 Domenick's Catering ("Event Partner"), collectively known as the "Co-producers".

WHEREAS, the Event Partner and the City will work together to co-produce and provide for the annual Pool Party; and

WHEREAS, the Pool Party will be held at the Port St. Lucie Civic Center's Martin Health System Village Square as an annual Saturday outdoor event; and

WHEREAS, the City would like to provide sponsorship of the Pool Party through staff support, marketing assistance, and providing the outdoor venue and other good and valuable consideration; and

WHEREAS, the City and the Event Partner have agreed to share in vendor and sponsorship proceeds as listed below; and

WHEREAS, the City and the Event Partner would like to enter into this Co-Produced Agreement in regards to the use of the Civic Center's Martin Health System Village Square, 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 Domenick's Catering, 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 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 Civic Center Pool Party 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. 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.
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 Civic Center Pool Party, 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: _____
Print Name _____
Title _____

Approved as to Form and Sufficiency

Pam E. Booker
Senior Assistant City Attorney

Civic Center

POOL PARTY

Saturday, August 18th

Noon - 8pm

Port St. Lucie Civic Center Martin Health Systems
Village Square (U.S. 1 & Walton Rd.)

LIVE MUSIC · VOLLEYBALL · CORN TOSS

- FULL BAR AVAILABLE
- FOOD
- PRIVATE POOLS FOR RENT \$50 A DAY
- DELUXE SPOTS FOR RENT \$75 A DAY

For more info: 772-897-4488 or NNeil@cityofpsl.com

