

32620

March 5, 2013

TO: Board of Acquisition and Contract

FROM: Kathleen M. O'Connor, Commissioner
Parks, Recreation and Conservation

RE: **AUTHORITY TO ENTER INTO A LICENSE AGREEMENT WITH
BIG BAR ENTERTAINMENT, LLC AND SLP CONCERTS, LLC
FOR THE USE OF PLAYLAND TO HOLD CONCERTS DURING
THE 2013 OPERATING SEASON FOR THE PERIOD MAY 19, 2013
THROUGH SEPTEMBER 2, 2013 WITH NET ADDITIONAL
REVENUE TO THE COUNTY OF APPROXIMATELY \$179,500**

Authority is requested for the County of Westchester to enter into a license agreement with Big Bar Entertainment, LLC ("Big Bar"), 583 City Island Avenue, Bronx, New York 10464 and SLP Concerts, LLC, 132 Kings Highway E, Suite 201, Haddonfield, NJ 08033 ("SLP") for the use of Playland Park, Playland Parkway, Rye, New York 10580 to hold concerts for the period May 19, 2013 through September 2, 2013 (the "License"). The net additional revenue to the County from this concert series is estimated to be \$179,500. The exact number of concerts is being determined, as Big Bar and SLP cannot book the talent until the proposed License agreement has been executed.

Big Bar and SLP have extensive experience in the entertainment business and in concert production including work done for the World Wildlife Fund, the Smithsonian, Live Nation and the Bamboozle Festival. This concert series is expected to generate substantial press coverage in the Tri-State area and should help to increase attendance, revenue and interest in Playland. The estimated media value for this concert series is approximately \$200,000.

Pursuant to the proposed License, Big Bar and SLP will promote and produce approximately 6 revenue share concerts on mutually agreed upon dates during the 2013 Playland Season. All concerts will take place on dates that Playland is scheduled to be open for business. Big Bar and SLP will also produce approximately two sponsor promoted concerts on other mutually agreed upon dates that Playland is scheduled to be open. The sponsor promoted concerts will be financed by sponsors obtained by Big Bar and SLP. Sponsors will be subject to prior approval by Playland.

For each revenue share concert held, Playland will provide all of the required staff to operate the park, the stage, all existing sound and light equipment, backstage area and dressing rooms, portable seating and a house stage manager. Big Bar and SLP will provide

the acts, a sound engineer, stage security, stage personnel, stage manager, and any additional sound, lighting equipment, backline, labor and material incidentals that are required per the acts rider agreement.

For each revenue share concert held, the County will retain all admission and parking revenue for the first three hours the park is open. All admission and parking revenue collected after the first three hours the park is open will be split with fifty percent (50%) being retained by the County, twenty five percent (25%) going to Big Bar and twenty five percent (25%) going to SLP.

For each sponsor-promoted concert held, Playland will provide the stage, all existing sound and light equipment, backstage area and dressing rooms. Big Bar and SLP will provide the acts and any additional sound, lighting equipment, backline, labor and material incidentals that are required per the acts rider agreement. Playland will retain all admission and parking revenue for sponsor promoted concert events.

Since this proposed agreement does not include food, patrons of this concert series will be purchasing food from Playland's food concession on the day of the shows. Playland will therefore, in addition to the above license fee, receive 24.1% of the revenue generated from food and beverage sales based upon an agreement with CulinArt, Inc., the County's food concessionaire for Playland Park.

This concert series will promote Playland in a variety of ways and will result in an increase in attendance and revenue during the 2013 season. The projected revenue produced by this agreement based on six concerts and two sponsor promoted free concerts is Nine Hundred Fifty Two Thousand Nine Hundred (\$952,900) Dollars. The projected revenue share to Big Bar and SLP is Four Hundred Forty Seven Thousand (\$447,000) Dollars. Playland will also contribute an amount estimated at Forty Four Thousand Four Hundred (\$44,400) Dollars to provide additional staff and to pay other operational and contractual costs associated with the concert series. Revenue retained by the County would be Four Hundred Sixty One Thousand Five Hundred (\$461,500) Dollars. The normal operating revenues for the projected dates would produce an estimated Two Hundred Eighty Two Thousand (\$282,000) Dollars. The concert series will therefore provide the County with net additional revenues of approximately One Hundred Seventy Nine Thousand Five Hundred (\$179,500) Dollars.

The goal and objective of this agreement is to increase attendance, revenue and exposure of Playland while providing entertainment for patrons. This agreement promotes fiscal responsibility as the media value and additional revenue generated will exceed the expenses associated with the concert series. The goal and objective of this agreement will be monitored using attendance and revenue reports.

This agreement is exempt from the County's Procurement Policy pursuant to Section 3 (b) thereof.

A resolution is attached for your favorable consideration.

RESOLUTION

Upon a communication from the Commissioner of the Department of Parks, Recreation and Conservation, be it hereby

RESOLVED, that the County of Westchester is authorized to enter into a license agreement for use of Playland Park, Playland Parkway, Rye, New York 10580 with Big Bar Entertainment, LLC ("Big Bar"), 583 City Island Avenue, Bronx, New York 10464 and SLP Concerts, LLC, 132 Kings Highway E, Suite 201 Haddonfield, NJ 08033 ("SLP") to hold approximately six revenue share concerts on normal Playland operating days and approximately two sponsor promoted concerts for the period May 19, 2013 through September 2, 2013 (the "License") with net revenues to the County of approximately \$179,500; and be it further

RESOLVED, that for each revenue share concert, Playland will provide all of the required staff to operate the park, the stage, all existing sound and light equipment, backstage area and dressing rooms, portable seating, and a house stage manager while Big Bar and SLP will provide the acts, a sound engineer, stage security, stage personnel, stage manager, and any additional sound, lighting equipment, backline, labor and material incidentals that are required per the acts rider agreement; and be it further

RESOLVED, that for each revenue share concert, the County will retain all admission and parking revenue for the first three hours the park is open. All admission and parking revenue collected after the first three hours the park is open will be split with fifty percent (50%) being retained by the County, twenty five percent (25%) going to Big Bar and twenty five percent (25%) going to SLP; and be it further

RESOLVED, that for each sponsor promoted concert, Playland will provide the stage, all existing sound and light equipment, backstage area and dressing rooms while Big Bar and SLP will provide the acts and any additional sound, lighting equipment, backline, labor and material incidentals that are required per the acts rider agreement; and be it further

RESOLVED, that for each sponsor promoted concert, the County will retain all admission and parking revenue; and be it further

RESOLVED, that the projected revenue produced by this agreement based on six concerts and two sponsor promoted free concerts is Nine Hundred Fifty Two Thousand Nine Hundred (\$952,900) Dollars. The projected revenue share to Big Bar and SLP is Four Hundred Forty Seven Thousand (\$447,000) Dollars. Playland will also contribute an amount estimated at Forty Four Thousand Four Hundred (\$44,400) Dollars to provide additional staff and to pay other operational and contractual costs associated with the concert series. Revenue retained by the County would be Four Hundred Sixty One Thousand Five Hundred (\$461,500) Dollars. The normal operating revenues for the projected dates would produce an estimated Two Hundred Eighty Two Thousand (\$282,000) Dollars. The concert series will therefore provide the County with net additional revenues of approximately One Hundred Seventy Nine Thousand Five Hundred (\$179,500) Dollars; and be it further

RESOLVED, that the County Executive or his authorized designee is hereby empowered to execute any and all instruments and take such other actions as may reasonably be necessary to effectuate the purposes thereof.

Original Agreement \$179,500
This Amendment
TOTAL \$179,500

Agreement #

Account to be
Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
165	42	5520	9201		\$195,300 * est.
165	42	5520	9080		\$10,000 * est.
165	42	5520	9205		\$18,600 * est.
165	42	5520	1200		(\$21,000) * est.
165	42	5520	1400		(\$8,400) * est.
165	42	5520	4620		(\$2,400) * est.
165	42	5520	5390		(\$12,600) * est.

Budget Funding Year(s) 2013 Start Date 5/19/2013 End Date 9/2/2013
(Must match resolution)

Funding Source Tax Dollars _____

State Aid _____

\$179,500 Federal Aid _____

(must match resolution)

Other _____ REVENUE _____

APPROVED BOARD OF ACQUISITION & CONTRACTS 03/14/2013 - JOMARY VIEIRA, SECRETARY