

39143

April 2, 2014

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 UP TO FIVE CONCERTS
AND ONE CHARACTER THEMED SHOW DAY DURING THE 2014
OPERATING SEASON FOR THE PERIOD MAY 10, 2014
THROUGH SEPTEMBER 1, 2014 WITH NET ADDITIONAL
REVENUE TO THE COUNTY OF APPROXIMATELY \$146,297.**

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 up to five concerts and one character themed show day for the period May 10, 2014 through September 1, 2014 (the "License"). The net additional revenue to the County from this concert series is estimated to be \$146,297. 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 up to five revenue share concerts on mutually agreed upon dates during the 2014 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 one character themed show day, consisting of multiple performances, on the same date as a scheduled concert or another mutually agreed upon date that Playland is scheduled to be open.

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, fixed 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 on a Friday, Saturday or Sunday, 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 sixty five percent (65%) being retained by the County, seventeen and a half percent (17.5%) going to Big Bar and seventeen and a half percent (17.5%) going to SLP. All reserved seating and advanced general admission sales 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 revenue share concert held on a Tuesday, Wednesday or Thursday, 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. All reserved seating and advanced general admission sales will also 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 the character themed show day, the County will retain all admission and parking revenue for sales up to two hours before the first scheduled show time. All admission and parking revenue collected from two hours before the start of the first show time through one hour past the start of the last show time will be split with seventy five percent (75%) being retained by the County, twelve and a half percent (12.5%) going to Big Bar and twelve and a half percent (12.5%) going to SLP. All reserved seating and advanced general admission sales will also 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. The start time for the character shows may only be between 4pm and 7pm. If the character show day is scheduled on the same date as a concert, the concert revenue share terms would apply.

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 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 2014 season. The projected revenue produced by this agreement based on five concerts and one character themed show day is Nine Hundred Sixty-Two Thousand Five Hundred Ninety-Seven (\$962,597) Dollars. The projected revenue share to Big Bar and SLP is Four Hundred Eight Thousand Five Hundred (\$408,500) Dollars. Playland will also contribute an amount estimated at Thirty-Seven Thousand Eight Hundred (\$37,800) 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 Five Hundred Sixteen Thousand Two Hundred Ninety-Seven (\$516,297) Dollars. The normal operating revenues for the projected dates would produce an estimated Three Hundred Seventy Thousand (\$370,000) Dollars. The concert series will therefore provide the County with net additional revenues of approximately One Hundred Forty-Six Thousand Two Hundred Ninety-Seven (\$146,297) 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.

APPROVED BOARD OF ACQUISITION & CONTRACT - 04/24/2014 JIMMY VIEIRA, SECRETARY

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 five revenue share concerts and one character themed show day on normal Playland operating days for the period May 10, 2014 through September 1, 2014 (the “License”) with net revenues to the County of approximately \$146,297; 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, fixed 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 held on a Friday, Saturday or Sunday, 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 sixty five percent (65%) being retained by the County, seventeen and a half percent (17.5%) going to Big Bar and seventeen and a half percent (17.5%) going to SLP. All reserved seating and advanced general admission sales 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 revenue share concert held on a Tuesday, Wednesday or Thursday, 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. All reserved seating and advanced general admission sales will also 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 the character themed show day, the County will retain all admission and parking revenue for sales up to two hours before the first scheduled show time. All admission and parking revenue collected from two hours before the first show time through one hour past the last show time will be split with seventy five percent (75%) being retained by the County, twelve and a half percent (12.5%) going to Big Bar and twelve and a half percent (12.5%) going to SLP. All reserved seating and advanced general admission sales will also 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. The start time for the character shows may only be between 4pm and 7pm; and be it further

RESOLVED, that if the character themed show day is scheduled on the same date as a concert, the concert revenue share terms shall apply; and be it further

RESOLVED, that the projected revenue produced by this agreement based on five concerts and one character themed show day is Nine Hundred Sixty-Two Thousand Five Hundred Ninety-Seven (\$962,597) Dollars. The projected revenue share to Big Bar and SLP is Four Hundred Eight Thousand Five Hundred (\$408,500) Dollars. Playland will also contribute an amount estimated at Thirty-Seven Thousand Eight Hundred (\$37,800) 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 Five Hundred Sixteen Thousand Two Hundred Ninety-Seven (\$516,297) Dollars. The normal operating revenues for the projected dates would produce an estimated Three Hundred Seventy Thousand (\$370,000) Dollars. The concert series will therefore provide the County with net additional revenues of approximately One Hundred Forty-Six Thousand Two Hundred Ninety-Seven (\$146,297) 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	\$146,297
This Amendment	<u> </u>
TOTAL	\$146,297

Agreement #PRC-928

Account to be
Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
165	42	5520	9201		\$145,572 * est.
165	42	5520	9080		\$22,225 * est.
165	42	5520	9205		\$16,300 * est.
165	42	5520	1200		(\$18,000) * est.
165	42	5520	1400		(\$7,200) * est.
165	42	5520	4620		(\$1,800) * est.
165	42	5520	5390		(\$10,800) * est.

Budget Funding Year(s) 2014 Start Date 5/10/2014 End Date 9/1/2014
(Must match resolution)

Funding Source Tax Dollars _____

State Aid _____

\$146,297
(must match resolution) Federal Aid _____

Other _____ REVENUE _____