



TO: KIMBERLEE HENTON, COMMUNITY RESOURCE SPECIALIST, GRANTS ADMINISTRATION:  
FINANCE

FROM: ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: SLC PARTNERSHIP AGREEMENT-LAND USE HIGHWAYMEN FESTIVAL 2025

CAO RLS FILE: 25-09

RELATED RLS: 24-15 - SLC PARTNERSHIP AGREEMENT-LAND USE HIGHWAYMEN FESTIVAL 2024  
25-02 - SLC PARTNERSHIP AGREEMENT-LAND USE HIGHWAYMEN FESTIVAL 2025 (INITIAL  
SUBMITTAL, RESUBMITTAL REQUIRED)

DATE: JANUARY 25, 2025

This Request for Legal Services (RLS) asks the City Attorney's Office to review and approve a Partnership Agreement between the City and St. Lucie County allowing the City to use a portion of the County's property located at 435 N. 7th Street for the 8th Annual Highwaymen Heritage Trail Art Show and Festival. The Department advises this Office that the City hosts the annual event which is funded through Art in Public Places and organized by City staff.

I understand that the Agreement was prepared by the County, and it appears to be very nearly the same as the agreement executed last year. I made the following substantive revisions which the County will need to approve:

- Para. 6 – The last clause of this paragraph refers to Event times “indicated on Exhibit A.” The Department advises that Exhibit A will consist of the Property Card and will not include any event times. Accordingly, the last clause of paragraph 6 was deleted.

6. → City employees and staff shall remain at the Event until conclusion of the Event, including loading out of equipment and ~~exist exits~~ of all agents, employees, volunteers, exhibitors, independent contractors, vendors, patrons, guests or invitees, ~~regardless of the times indicated on Exhibit A.~~ ¶

- Para. 7 – I deleted a sentence from this paragraph in accordance with the City Attorney's memo in RLS 24-15. I believe the sentence was inserted in error because it was not in the Agreement that was presented to the City Commission for the 2024 Event.

7. → The County reserves the right to stop any noise or sound based on any violation of the County ordinance regarding maximum permissible sound level. This right includes, but is not limited to turning off the power, even if the act and/or show is still performing. ~~The City hereby waives any right and all claims for damages against the County.~~ The City hereby waives any right and all claims for damages against the County related to the stopping of sound or noise in violation of County ordinance. ¶

- Para. 10 – I deleted the last clause of this paragraph to protect the City from incurring unexpected clean-up expenses. The County may not agree to delete this clause, but it would be in the City’s best interest for the County to notify the City prior to incurring clean-up expenses that the County intends to pass along to the City.

10. City shall be responsible for cleanup and maintenance of the Premises, and shall leave and surrender the Premises in good order, condition and repair and shall remove all personal property, fixtures and decorations brought onto the Premises by City, its agents, employees, representatives, vendors, exhibitors, guests, patrons or invitees, and further agrees that if such property be not so removed, County may forthwith possess, remove, dispose of and/or store same ~~at City’s sole cost and expense.~~ ¶

- Paragraphs 14 and 15 – Somehow, Paragraph 14 from the 2024 Agreement was split into two paragraphs (paragraphs 14 and 15). I have merged the two paragraphs which does not change the substance or intent (but does affect the paragraph numbers that follow).
- Paragraph 23 – Because there are less than 30 days until the Festival, the Department may wish to revise this paragraph which requires the City to provide the County with security information at least 30 days before the event (unless the City has already complied with this contractual obligation).

~~24-23.~~ → The City shall determine the level of security protection needed, to the satisfaction of the County. The City shall procure and maintain, at its own expense, such security during the Event. The City shall provide the County at least ~~30 days~~ before the Event, with proof, in a method acceptable to the County, of having retained the level of security determined needed by the County. In the event that the County, in its sole discretion, determines that City’s security requirements are not adequate or being met in full, County may require City ¶ to employ additional security personnel for the Event, at City’s own cost and expense. ¶

- Paragraph 27 – Paragraph 27 related to Insurance Requirements was inadvertently deleted by the Department. I have pasted the paragraph back into the agreement as insurance is required by the County. I also confirmed that Risk has reviewed and approved the insurance requirements.
- Paragraph 37 **Public Records** – Pursuant to Florida Statutes section 119.0701, agreements between public agencies and “contractors” must include this paragraph. Because neither the City nor the County are “contractors” under the statute, this paragraph should be deleted from this Agreement.

If the County does not agree to delete Paragraph 37, it should be revised to state that the City and the County are both public agencies required to follow all public records laws pursuant to Chapter 119, Florida Statutes, and shall follow all applicable public records laws.

I have uploaded a Redline version of the Agreement in WORD so you can see the changes made and discuss them with the County (as this Office has not been asked to participate in negotiations and this Office has not participated in negotiations).

With the changes accepted, the Agreement is approved as to form and correctness. For your convenience, I also uploaded a “Changes Accepted” version in WORD.

\*\* NOTE Exhibit A must be attached to the Agreement when it is submitted to the City Commission and circulated for signatures.

/ahd