

MEMORANDUM

TO: MAYOR AND CITY COMMISSION

FROM: CITY ATTORNEY'S OFFICE

DATE: September 5, 2023

RE: **Agreement with MIDFLORIDA Credit Union for a Donation to Assist in Funding Equipment for an eSports Center at the Coleman-Bush Building**

Attached hereto for your consideration is a proposed Agreement with MIDFLORIDA Credit Union (MIDFLORIDA) for a donation of \$74,900 to the City to assist in funding equipment for an eSports Center at the Coleman-Bush Building located at 1104 Martin Luther King Jr. Avenue in Lakeland. The Parks, Recreation and Cultural Arts staff approached MIDFLORIDA about assisting in the sponsorship of PC gaming equipment to be used for STEM and gaming programs in a repurposed room located in the Coleman-Bush Building. That repurposed space will serve as an eSports Center for the City. Renovations for the eSports Center are anticipated to be completed in January 2024.

In consideration of MIDFLORIDA's donation, City staff is requesting approval from the City Commission to name the eSports center the "MIDFLORIDA Credit Union eSports Center". The term of this Agreement will be effective January 1, 2024, subject to approval by the City Commission, and continue for a period of five (5) years. During this five (5) year term MIDFLORIDA will be granted naming rights for the eSports Center in consideration for its \$74,900 donation. Upon expiration of the five (5) year term MIDFLORIDA will be given a first right of refusal for future naming rights subject to mutual written agreement of the parties. If MIDFLORIDA fails to exercise its first right of refusal for future naming rights, then the eSports Center will be renamed at the sole discretion of the City.

It is recommended that the City Commission approve this Agreement with MIDFLORIDA for the donation of \$74,900 to assist in funding equipment for the eSports Center, authorize the renaming of the eSports Center to the "MIDFLORIDA Credit Union eSports Center" upon receipt of the donation and authorize the appropriate City officials to approve all corresponding documents for the donation.

Attachment

Agreement for Donation of Funds for Coleman Bush Building eSports Center

THIS AGREEMENT, entered into on this 5th day of September 2023 (“Effective Date”), by and between the City of Lakeland (“City”), a Florida municipal corporation, whose address is 228 S. Massachusetts Avenue, Lakeland, Florida 33801 and MIDFLORIDA Credit Union (“Donor”), whose address is 129 South Kentucky Avenue Ste. 100, Lakeland, Florida 33801, collectively referred to as “Parties”.

WHEREAS, the City is seeking to renovate a room at the Coleman-Bush Building located at 1104 Martin Luther King Jr. Avenue, Lakeland, Florida designated for an eSports Center (hereinafter “Project”); and

WHEREAS, Donor has proposed and offered to financially assist with the purchase of specified equipment for such Project by donating funds toward the completion of the Project; and

WHEREAS, the parties seek to enter into this Agreement in order to memorialize their respective commitments to the Project as specifically provided herein.

NOW, THEREFORE, in consideration the mutual covenants expressed herein, the parties do hereby agree, as follows:

1. Recitals. The recitals set forth herein are hereby incorporated as if fully set forth herein.
2. Donor’s Responsibilities
 - a. Donor’s monetary contribution to provide equipment for the room in the Coleman-Bush Building that will be an eSports Center shall total Seventy-Four Thousand Nine Hundred Dollars and 00/100 (\$74,900.00). Donor has remitted its monetary contribution to the City for such Project as of the Effective Date of this Agreement.
 - b. Donor agrees that all contributions provided by Donor shall constitute a donation and shall be free of charge to the City.
 - c. Donor acknowledges that its owners, employees, agents, affiliates and/or representatives shall not receive any payment or benefit from the City of any kind, including advertising or services.
3. City’s Responsibilities
 - a. In consideration of Donor’s monetary contribution for equipment for the Project, the City agrees to name the renovated room in the Coleman-Bush building for the eSports Center the “**MIDFLORIDA Credit Union eSports Center**” upon completion of

the Project. City will install reasonable signage at the primary entrance to the eSports Center designating it as the “**MIDFLORIDA Credit Union eSports Center**” with Donor’s logo.

i. The City and the Donor shall mutually agree, in writing, as to the date and time for a ribbon cutting ceremony or news related activities, if applicable, upon completion of the Project.

ii. The Donor shall be granted naming rights for a period of five (5) years effective January 1, 2024. Upon expiration of the five (5) year term, Donor shall have a first right of refusal for future naming rights subject to mutual written agreement of the Parties. If the Donor fails to exercise its first right of refusal or the Parties fail to agree to terms of an agreement for future naming rights, then the “MIDFLORIDA eSports Center” will be renamed at the sole discretion of the City.

iii. In the event that the Coleman-Bush Building is demolished, destroyed or ceases to be used by the City, the City shall work with the Donor to determine another appropriate form of recognition for the support provided by Donor’s monetary contribution.

iv. In addition, naming recognition is subject to future change and reconsideration by the City, if at any time the City determines that the naming recognition of “MIDFLORIDA Credit Union eSports Center” becomes damaging to the City’s reputation, is contradictory to applicable local, state or federal law or Donor’s corporate entity is dissolved or ceases to exist.

b. The City is responsible for maintaining the facility operations of the eSports Center including staff, programming, cleanliness and computer maintenance.

c. In consideration of Donor’s monetary contribution toward the Project, the City may use the funds for other possible equipment needed for operations, including but not limited to, the purchase of new headsets, keyboards, computer mouse(s), and desk mats.

d. The City will provide the design, construction documents, set-up and oversee renovation/construction of the eSports Center. The following design elements shall be included in the City’s construction package:

i. Branding guidelines that both the City and Donor shall be required to follow.

ii. Along with the City’s own branding/logo, the Donor shall select branding/logo for the eSports Center, subject to written approval by the City, which shall not be unreasonably withheld.

iii. The City shall retain sole design control over the eSports Center in all respects, including product selection for the Project.

iv. The Donor will be permitted to have access to the "MIDFLORIDA Credit Union eSports Center" for meetings, subject to the programming schedule set by the City staff.

e. Any and all renovations related to the Project, including the purchase of materials, construction and maintenance shall be done in accordance with the City's Purchasing Policies and Procedures and any applicable state and federal statutes, regulations or laws. While Donor's contribution shall be used solely for the Project's renovations, City reserves the right to modify the above-specified renovations and purchases depending on Project scope, cost and other considerations.

f. Throughout the term of this Agreement, the City agrees that Donor shall be the exclusive credit union advertiser in or on the Coleman-Bush Building, and the exclusive financial institution advertiser within the MIDFLORIDA Credit Union eSports Center. The City shall take commercially reasonable actions to prevent any person from covering, replacing or otherwise obscuring Donor's name logo during any event or at any time. During the term of this Agreement, the City will not enter into any agreement which interferes with Donor's naming rights as described in this Agreement.

4. No Partnership. Nothing in this Agreement shall be construed to create or imply any partnership, joint venture or similar relationship between the Parties.

5. No Third-Party Beneficiaries. No person or entity shall be a third-party beneficiary to this Agreement.

6. Public Records. Donor shall comply with Florida Statute Chapter 119, the Florida Public Records Act as it relates to records kept and maintained by Donor in performance of any services pursuant to this Agreement.

7. Jurisdiction, Venue & Governing Law. The Parties irrevocably consent to jurisdiction and venue of the Courts of Polk County, Florida or the United States District Court in and for the Middle District of Florida, Tampa Division, in connection with any action or proceeding arising out of or relating to this Agreement. This Agreement shall be governed by the laws of the State of Florida.

8. Notices. Any notice or communication pursuant to this Agreement shall be in writing and made to the following:

For the City:

City of Lakeland Parks & Recreation Department
Attn: Bob Donahay, Director, Parks, Recreation and Cultural Arts
228 S. Massachusetts Ave., Lakeland, Florida 33801

For the Donor:

MIDFLORIDA Credit Union
Attn: Zelda Abram CFO
129 South Kentucky Avenue Ste. 100
Lakeland, Florida 33801

9. Termination or Cancellation. This Agreement may be terminated without cause by either Party with at least ten (10) days written notice and if no money from Donor was received by City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

CITY OF LAKELAND, FLORIDA

MIDFLORIDA Credit Union

By: _____
H William Mutz, Mayor

By: _____
(Authorized Signature)

Printed Name/Title

ATTEST:

WITNESS:

By: _____

By: _____

Kelly S. Koos, City Clerk

(Printed Name)

APPROVED AS TO FORM
AND CORRECTNESS

BY: _____
Palmer C. Davis, City Attorney