

## VENUE NAMING RIGHTS AGREEMENT

This NAMING RIGHTS AGREEMENT (the "Agreement") is made as of December 5, 2019 by and between MIDFLORIDA Credit Union, a Florida corporation ("MIDFLORIDA"), and the City of Port St. Lucie (the CITY) (collectively, the "Parties").

In consideration of their mutual promises, the Parties agree as follows:

### RECITALS

WHEREAS, CITY owns and operates the Port St. Lucie Civic Center facility located at 9221 SE Civic Center Place, Port St. Lucie, FL (the "Venue"); and

WHEREAS, CITY has the power and authority to grant naming rights of the Venue, subject to the CITY's absolute approval; and

WHEREAS, CITY desires to grant to MIDFLORIDA the exclusive naming rights of the Venue and related ancillary benefits in consideration for MIDFLORIDA's agreement to pay the Naming Rights Fee as set forth herein; and

NOW, THEREFORE, in consideration of these Recitals, hereby incorporated into this Agreement, the following mutual promises, and for all other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

### AGREEMENT

**1. DEFINITIONS.** As used in this Agreement, the following terms will have the following meanings:

**A. "Branding and Collateral Materials"** means the inventory provided and/or used by CITY related to the Naming Rights granted under this Agreement to support the brand exposure of the Venue Marks, as specifically set forth in **Section 2(D)(i)** of this Agreement and any subsequent substitutions, additions or modifications thereto as mutually agreed upon by the Parties.

**B. "CITY"** means the municipal government of the City of Port St. Lucie, Florida, including, without limitation the City Council and City Manager.

**C. "Event"** means concerts, meetings, consumer shows, theatrical productions, public or private gatherings, or any other scheduled happening taking place at the Venue.

**D. "Name"** the official word, term or phrase by which the Venue will be called as of the Effective Date or as amended or changed in accordance with this Agreement

**E. "Naming Rights"** means the exclusive right to name the Venue pursuant to the terms of this Agreement.

**F. "Venue"** means the event facility located at 9221 SE Civic Center Place, Port St. Lucie, Florida, owned and operated by the City of Port St. Lucie (the "City");

**G. "Venue Mark(s)"** means the Name, Logos, and/or any stylized form or combination thereof granted by this Agreement.

**H. "Year"** means the fiscal year of CITY, beginning on October 1st of each calendar year and ending on September 30th in the subsequent calendar year.

**I. "Effective Date"** means the date the Agreement is fully executed by both parties with the understanding that CITY will be allowed a reasonable transition period to implement the name change as set forth herein, including the name change on printed materials, signage, logos, media, exposure, promotions and publicity.

## **2. NAMING RIGHTS AND ANCILLARY BENEFITS**

**A. Venue Name.** During the Term of this Agreement, CITY hereby grants to MIDFLORIDA the exclusive right to name the Venue pursuant to the terms hereunder (the "Naming Rights"). As of the Effective Date, the Official Name of the Venue will be "MIDFLORIDA Credit Union Event Center", at Port St. Lucie. (the "Official Name"), unless amended or changed in accordance with this Agreement, or, "MIDFLORIDA Event Center at Port St. Lucie." (the "Short Name") where reference by the Official Name is not reasonably practical (collectively, the "Name"). The Parties will establish a written protocol guiding appropriate usage of the Official Name and Short Name.

**B. Venue Logos.** During the Term of this Agreement, the Parties agree that MIDFLORIDA will develop, at MIDFLORIDA's expense, a graphic design incorporating the Name to be used as the primary logo associated with the Venue (the "Primary Logo"). MIDFLORIDA may develop, at MIDFLORIDA's expense, derivative graphic designs related to the Primary Logo to be used periodically for ancillary marketing and promotional purposes pursuant this Agreement (the "Secondary Logos") (collectively, the "Logos"). The Logos will be mutually agreed upon by the Parties. CITY will not unreasonably withhold approval of MIDFLORIDA's logos.

**C. Signage and Exposure.** In connection to the Naming Rights granted to MIDFLORIDA hereunder, MIDFLORIDA will be entitled to have certain signage or other forms of exposure of the Venue Marks placed in, on and around the Venue (the "Signage"); provided such Signage shall consist of the Venue Marks and, along with ancillary areas, be consistent with MIDFLORIDA Trademark Guidelines, color palette, and nomenclature. The appearance and location of all Signage will be mutually agreed upon by MIDFLORIDA and CITY. CITY will not unreasonably withhold approval of MIDFLORIDA's signage.

### Building Signs.

a. *Exterior Signage.* Signs located on the Venue exterior, including, various fixed signage location on the main entrances, digital signage marquee and parking garage, will display the Venue Marks as more fully described in **Exhibit 1**, attached.

b. *Interior Signage.* Signs located within the Venue, including, various fixed signage located in the Venue lobby and ballroom hallway will display the Venue



Marks as more fully described in **Exhibit 1**, attached.

c. *Cost of building signs.* The Parties agree that MIDFLORIDA, at MIDFLORIDA's expense, will design, prepare, produce, mount, install, maintain, repair and replace Building Signs. Building Signs Venue mark designs will be mutually agreed upon by the Parties. CITY will not unreasonably withhold approval of MIDFLORIDA's signs.

d. Throughout the term of this agreement, MIDFLORIDA's permanent signage shall dominate all other permanent advertising signage, including, at a minimum (1) be at least 20% larger than other permanent advertising signage within the same view range; (2) be illuminated at least as brightly as other permanent advertising signage in the same view range; (3) in any new permanent signage added after the Effective Date, the Venue Marks shall comprise not less than 20% of the advertising area of the new permanent signage. MIDFLORIDA agrees that the City of Port St. Lucie logo or seal, Venue public safety signage, or any other Venue operational signage incorporated in the Venue shall not apply to this provision.

Municipal Signs.

e. *CITY Signs.* As of the Effective Date, CITY will cause any existing public roadway signs, as allowed by law, referencing the Venue and controlled by the CITY (the "CITY Street Signs") to identify the Venue by the Venue Marks, as described in **Exhibit 1**, attached. CITY shall be responsible for the initial cost of purchasing the replacement CITY Street Signs under this Agreement. Thereafter, the CITY will be responsible for the cost, maintenance, repair and replacement of the CITY Street Signs installed hereunder in the same manner the CITY maintains, repairs and replaces CITY Street Signs in its normal course of business. Notwithstanding anything herein to the contrary, the Parties understand and acknowledge that, prior to the Effective Date of this Agreement, a minimal number of signs referring to the City of Port St. Lucie with a logo or seal may have been physically incorporated in various sidewalks and/or building structures and cannot be modified or changed except at considerable cost and expense to CITY, and the Parties agree that the CITY and the CITY's failure to modify such signs will not constitute a breach of this Agreement.

f. *Highway and Public Transportation Signs.* As of the Effective Date, CITY will use reasonable efforts to cause any existing federal, state and/or local public roadway and/or public transportation signs referencing the Venue and controlled by the county, state and/or federal government or related government agency (the "Highway and Public Transportation Signs") to identify the Venue by the Venue Marks, as described in **Exhibit 1**, attached. To the extent the cost to purchase and/or replace the Highway Signs in accordance with this provision is not borne by the controlling body thereof, the initial cost of purchasing the replacement Highway Signs under this Agreement will be paid for by both parties on an equal 50/50 cost split.

**D. Venue Branding, Promotion and Publicity**

i. Branding and Collateral Materials. In connection to the Naming Rights granted to MIDFLORIDA hereunder, CITY agrees to support the brand exposure of the Venue Marks through the following branding channels (the "Branding and Collateral

Materials"): CITY will cause the CITY's Communications Department to update any Venue references in any CITY-owned Branding and Collateral Materials.

a. *Website and Digital Media.* As of the Effective Date, CITY will use commercially reasonable efforts to register and establish a new domain name and other associated usernames and handles, as mutually agreed upon by MIDFLORIDA and CITY, for the official promotional website (the "Website"), Venue Facebook page, Venue Twitter account, and other social media outlets for the promotion of the Venue (the "Digital Media Outlets"). CITY will maintain all Digital Media Outlets during the Term of this Agreement, and the content of such Digital Media Outlets will display the Venue Marks and include Venue-specific web pages providing relevant Venue information, as determined by CITY and subject to the reasonable approval of MIDFLORIDA.

b. *Printed Materials.* As of the Effective Date, CITY, at CITY's cost, will cause the Venue Marks to be incorporated and used in the printed business, marketing, promotional and press materials of the Venue, including, without limitation, letterhead, event tickets, directories, staff credentials, and other forms of identification.

c. *Guest Services.* As of the Effective Date, CITY will cause the Venue Marks to be incorporated and used in the following:

i. Clothing, apparel and/or accessories worn by various Venue staff during Events, including, but not limited to, name tags and uniforms worn by ushers, ticket takers, guest relations personnel, maintenance personnel and general food service vendors and concessionaires.

ii. Concessions materials, including, without limitation, beverage cups, napkins and menus distributed at the Venue.

iii. Phone and correspondence greetings used by Venue operators and support staff.

d. *Internet Visibility.* CITY will use commercially reasonable efforts to cause the Venue to be identified by the Venue Name, including registering and/or changing the Name on all major search related and mapping sites (e.g., Google, Yahoo, Bing) and internet CITY guides (e.g., Yelp, CITY Search).

ii. Publicity and Promotion.

a. *Event Promotion.* The Parties agree that each will make reasonable efforts during the Term to: (i) identify the Venue by the Venue Marks in all written and oral references to the Venue and with respect to any Event scheduled to take place at the Venue, including, without limitation, all official documents, press releases and other public announcements.

b. *Third Party Media and Broadcasters.* The Parties agree that each will make reasonable efforts during the Term to cause the media, broadcasters, and other third parties, including, without limitation, news outlets, web, radio and television broadcasters of Events, service providers, advertisers, promoters and sponsors, to identify the Venue by the Venue Marks; provided that any failure of such third parties to refer to the Venue by the Venue Marks will not be considered a breach of this



Agreement by the Parties. In any contract with third parties entered into by CITY after the Effective Date related to the Venue, CITY will require third parties to use only the Venue Marks when referring to the Venue and prohibit use of previous name. CITY irrevocably assigns to MIDFLORIDA the non-exclusive right to bring legal and equitable actions against third parties to enforce the use of Venue Marks, provided MIDFLORIDA furnishes ten (10) days written notice to the City Manager of any such action.

c. *Promotional Campaign.* CITY and MIDFLORIDA will cooperate in jointly planning a mutually agreeable and mutually executed public relations campaign to announce the Name and Logo of the Venue as of the Effective Date.

#### **E. Exclusivity.**

i. Exclusive Rights. In addition to the exclusive Naming Rights granted hereunder, CITY agrees not to offer, grant, or sell the right to name any subordinate portion of the Venue (the "Subordinate Naming Rights") to any third party whose: i) primary business falls within the exclusive MIDFLORIDA Business Category; ii) engages in business activities or offers products or services that are competitive with one or more of MIDFLORIDA's Exclusive Products; or iii), who otherwise could be reasonably identified by MIDFLORIDA to be a direct competitor of MIDFLORIDA. MIDFLORIDA and CITY acknowledge and agree that the sale of any such Subordinate Naming Rights is at all times subject to the absolute approval of the CITY.

ii. Business Category and Exclusive Products. For purposes of this Naming Rights Agreement, MIDFLORIDA shall be considered to be engaged in the "Banking and Financial Services" business category (the "Business Category"), and MIDFLORIDA's Exclusive Products shall consist of the following products and services:

- Personal Banking: Savings, Checking, Youth Accounts, Credit Cards, Debit Cards, Online & Mobile Banking, Bill Pay
- Business Banking: Business Checking, Business Savings, Business Lending, Business Credit Cards, Payroll Services, Merchant Services,
- Investments: Savings Accounts, IRA, Certificates, Financial Planning, Retirement Planning, Education Planning
- Loans and Mortgages: Auto Loans, RV & Boat Loans, Motorcycle Loans, Personal Loans, Credit Cards, Home Mortgages, Home Refinance, Home Equity & Improvement Loans

City shall prohibit the distribution at the Venue of items advertising services in the Business Category bearing the name or logo of other sponsors with the exception of third-party rental events as set forth in Exceptions: 2 (E) (iii) below.

CITY and MIDFLORIDA acknowledge that the preceding list of functional categories may evolve during the Term, subject to the mutual agreement of the Parties, not to be unreasonably withheld, and the limitations set forth in **Section 2(E)**.

iii. Exceptions. Notwithstanding anything herein to the contrary, any right of exclusivity provided to MIDFLORIDA under this Naming Rights Agreement will be limited in the following instances:

a. Third-Party Rental Event Sponsors. To the extent that any one or more of the events presented at the Venue are third-party rental events, pursuant to which the rental events hold a preemptive right to advertising at the Venue during the event, CITY may permit any other party which is a promoter or named sponsor of an Event in the Venue to display temporary signage at the Venue and make any public announcements or Event advertising prior to and during the presence of such Event at the Venue. At no time shall MIDFLORIDA building signs be hidden, covered, obscured or limited in any way.

b. Existing Partners and Vendors. To the extent Venue has contractual obligations to any third party as of the Effective Date that would otherwise violate MIDFLORIDA's Exclusive Rights hereunder, CITY will not be required to terminate any such agreement and may continue its obligations thereunder. Other than Third Party Rental event sponsors, the Venue, at time of Effective Date, has no contractual obligations to any third party that would otherwise violate MIDFLORIDA's Exclusive Rights hereunder.

3. **TERM**. The term of this Naming Rights Agreement will begin on December 5, 2019, the "Effective Date" and continue through December 31, 2024 (the "Expiration Date"), unless extended or terminated in accordance with the terms hereof (wholly, the "Term").

**A. Option to Extend**. If MIDFLORIDA is not in default of this Agreement, then MIDFLORIDA will have the option to extend the term of this Agreement (the "Option") for an additional five (5) year period through December 31, 2029 (the "Extension Term"). CITY will provide MIDFLORIDA with written notice of its Option as of January 1, 2024, and MIDFLORIDA will have until February 1, 2024 to give notice to CITY of its decision to exercise its Option hereunder (the "Option Period"). In the event MIDFLORIDA does not give notice to CITY of its decision to exercise its Option within the Option Period, MIDFLORIDA will be deemed to have conclusively declined its Option to extend the Term hereof, and CITY will be free to enter into negotiations with third parties regarding the purchase of the Venue naming rights following the Expiration Date of this Agreement, provided that MIDFLORIDA shall have the right of first refusal to meet any subsequent offer deemed acceptable by CITY.

**B. Termination**. Upon termination of this Agreement for any reason, MIDFLORIDA agrees to pay up to \$25,000 associated with the cost and expense of removing, destroying and/or discarding building signage reflecting the Venue Marks, and CITY shall remove, destroy and/or discard branding materials, merchandise, equipment or other collateral materials related to the Venue branding, promotion and publicity displaying the Venue Marks.



**4. FEES AND COSTS.**

**A. Naming Rights Fee.** In consideration of the Naming Rights and Ancillary Benefits granted by CITY hereunder, MIDFLORIDA agrees to pay an annual Naming Rights Fee in the manner and amounts set forth in **Section 4(A)(i)** below (the "Naming Rights Fee").

i. Naming Rights Fee Schedule

<b>Calendar Year</b>	<b>Naming Rights Fee</b>
2020	\$195,000
2021	\$195,000
2022	\$195,000
2023	\$195,000
2024	\$195,000

**5-Year Extension Term (Option)**

2025	\$195,000
2026	\$195,000
2027	\$195,000
2028	\$195,000
2029	\$195,000

ii. Venue Marks. MIDFLORIDA will be responsible for all costs and expenses associated with development of the Venue Marks, including costs for any third-party designer services used in the development of the Venue Marks and any related artwork and/or style manuals for the approved forms of the Venue Marks.

iii. Building Signage Costs

a. *Production and Installation.* MIDFLORIDA will be responsible for paying all costs and expenses associated with the preparation, production, mounting and/or installation of all Building Signage provided hereunder.

b. The CITY will be responsible, at its sole cost and expense, for providing the necessary power to any building signage.

c. *Maintenance and Replacement.* MIDFLORIDA agrees to pay for the cost and expense specifically attributable to the routine and preventative repair and maintenance of the Signage related to the use of MIDFLORIDA Venue marks, as mutually determined by the Parties.

d. *Licenses and Permits.* CITY will be responsible for obtaining, at its sole cost and expense, any and all licenses and permits required in connection with providing the Signage under this Agreement.

iv. Branding and Collateral Materials. Except as specifically provided in this Agreement, CITY will be responsible for all costs and expenses associated with the initial design, production and/or purchase of Branding and Collateral Materials

reflecting the implementation of the Name and Logo(s).

v. Subsequent Name Change. In the event MIDFLORIDA or its successor or assignee changes or causes a change of the Name, Logo and/or Venue Marks in accordance with the terms hereof, MIDFLORIDA agrees to pay, or cause its successor or assignee to pay, all costs and expenses associated therewith, including, without limitation, the cost and expense of: (i) removing, destroying and/or discarding signage reflecting the prior Venue Marks, (ii) preparing, producing, replacing, mounting and/or installing new or altered signage to reflect the name change, (iii) removing, destroying and/or discarding merchandise, equipment or other collateral materials related to the Venue branding, promotion and publicity displaying the prior Venue Marks, and (iii) preparing, producing, replacing and/or distributing merchandise, equipment or other collateral materials related to the Venue branding, promotion and publicity reflecting the name change.

#### **B. Payment.**

i. Payment Due Date. All payments shall be due thirty (30) days after MIDFLORIDA's receipt of invoice submitted by CITY in accordance with the Invoice Date pursuant to the Payment Invoice Schedules and the following invoice instructions below;

ii. Invoicing Instructions. All invoices shall be sent in PDF format to MIDFLORIDA by email to [accountspayable@MIDFLORIDA.com](mailto:accountspayable@MIDFLORIDA.com), or, if an electronic invoice cannot be sent, the paper-based original invoice shall be mailed to MIDFLORIDA Credit Union, P.O. Box 8008, Lakeland, FL 33802-8008, Attention: Accounts Payable.

iii. Naming Rights Payment Invoice Schedule. MIDFLORIDA will pay the Naming Rights Fee in accordance with the schedule set forth in **Exhibit 1**, attached.

iv. Additional Payments. CITY will submit invoices in accordance with this section to MIDFLORIDA for any other amounts due under this Agreement as such amounts are incurred by CITY and/or otherwise become due by MIDFLORIDA hereunder. MIDFLORIDA will pay in accordance with this section.

### **5. INTELLECTUAL PROPERTY AND OWNERSHIP.**

#### **A. Venue Marks**

i. Ownership of Venue Marks. The Parties agree that MIDFLORIDA shall own all right, title and interest in the Venue Marks, including, without limitation, the trademarks and copyrights associated therewith. MIDFLORIDA will license or acquire from the creator(s) of the Logos "artist's design" sufficient rights, including but not limited to rights in any copyright, to permit unrestricted use of the trademarks associated with the Venue Marks.

ii. License to Use Venue Marks. MIDFLORIDA hereby grants to CITY a non-exclusive, royalty free, personal, non-transferable license (with right to sublicense as permitted herein) to use the Venue Marks and as hereafter changed, amended, or



created hereunder and as agreed upon the Usage Guide, as described herein, solely for purposes related to performance under this Agreement. CITY may sublicense the Venue Marks set forth in this Agreement to its subsidiaries, companies affiliated with Events, CITY affiliates, CITY departments, vendors, service providers, promoters, event planners, corporate partners and other entities providing services or those doing business with CITY related to the ownership, management and operation of the Venue ("Approved Sublicenses")

**B. Independent Marks.** Except as to the Venue Marks or as expressly provided in this Agreement, MIDFLORIDA and CITY will retain all ownership, right and title in their respective trademarks, service marks, trade names, insignia, symbols, logos, decorative designs or the like (collectively, the "Independent Marks," and individually, a "Mark"), and neither party shall use any Mark which is owned by, or licensed or sublicensed to, the other party without the other party's prior written consent. Each party agrees that any use of the other party's Marks under this Agreement will inure to the benefit of and be on behalf of the owning party and will terminate upon the expiration or prior termination of this Agreement. Except as expressly provided herein, the Parties will not have any rights or interest in any other party's Independent Marks without prior written consent.

### **C. Approvals**

#### **i. Venue Marks**

a. *Usage Guide:* CITY and MIDFLORIDA shall jointly develop in good faith a Usage Guide setting forth the form and usage (the "Use") of the Venue Marks (the "Usage Guide") approved by CITY and MIDFLORIDA. Any Use by CITY of the Venue Marks in compliance with the Usage Guide shall be deemed approved by MIDFLORIDA for purposes of this Agreement and shall constitute a non-exclusive license. CITY agrees to strictly abide by the Usage Guide and shall use all commercially reasonable efforts to ensure the Use of the Venue Marks by City or approved sublicensees will be in accordance with the Usage Guide. Any Use of the Venue Marks by CITY or an approved sublicensee departing in any material respect from the Usage Guide shall be submitted to the other party for its prior written approval, which approval will not be unreasonably withheld, conditioned or delayed. MIDFLORIDA shall respond within five (5) business days from the date it receives the request and proposed Use for such approval. Failure to respond or otherwise act within five (5) business days from receipt thereof shall be deemed an approval of such Use. A Use which has been previously approved in accordance with this provision may be used without subsequent approval. Notwithstanding the foregoing, until a Usage Guide is established by CITY and MIDFLORIDA, or in the event CITY and MIDFLORIDA fail to establish such Usage Guide despite compliance with the terms of this Agreement, CITY will continue to obtain approval of the Venue Marks use pursuant to this agreement.

b. *Subsequent Changes.* In the event the Venue Marks are changed, MIDFLORIDA agrees to grant to the CITY the same or substantially similar license to use the Venue Marks as granted herein. Upon the implementation of such changed Venue Marks, CITY and MIDFLORIDA shall jointly and in good faith update and

amend the Usage Guide to establish the approved Use of the changed Venue Marks. CITY agrees to thereafter continue abiding by the Usage Guide provision of this Agreement with respect to such changed Venue Marks through the remainder of the Term hereof.

c. *Unauthorized Use.* In the event either CITY or MIDFLORIDA becomes aware of any unauthorized use of the Venue Marks, they agree to promptly notify each other of such unauthorized Use of the Venue Marks of which the notifying party has actual knowledge. Both CITY and MIDFLORIDA agree to cooperate in making commercially reasonable efforts to prevent and/or correct any unauthorized use of the Venue Marks.

## 6. COMMUNICATIONS

**A. Public Statements.** Each party agrees that it will not directly or indirectly make or encourage the making of any defamatory or disparaging statements about the other, or any statements that could reasonably be expected to impact negatively on the name, business or reputation of either party. The parties agree to consult and cooperate with each other with respect to the timing, content, and form of any media statements, press releases or other public disclosures (the "Public Statements") made by either party related to performance under this Naming Rights Agreement. Each party further agrees that any such Public Statement will be made in furtherance of the good faith performance of this Naming Rights Agreement and the contractual relationship of the Parties.

**B. Public Records Act.** The Parties acknowledge that any documents retained by the CITY in the course of CITY business may be subject to disclosure under the Florida Public Records Act, Chapter 119 of Florida Statutes. The CITY will notify MIDFLORIDA promptly upon receipt of any such request for documents related to this Agreement. If MIDFLORIDA or CITY have any objections to the release of any documents subject to a Public Records Request, they shall notify CITY immediately of such objection and the Parties will cooperate in determining how to handle the request within the parameters of the law.

If MIDFLORIDA has questions regarding the application of Chapter 119, Florida Statutes, to MIDFLORIDA's duty to provide public records related to this Agreement, contact the CITY's custodian of public records at:

City Clerk  
City of Port St. Lucie  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984  
Telephone: (772) 871-7325  
Email: [pr@cityofpsl.com](mailto:pr@cityofpsl.com)



**7. REPRESENTATIONS AND WARRANTIES.**

**A. Compliance.**

i. Laws and Regulations. This Agreement is subject to the terms of, and each Party hereby warrants and certifies that it will comply with, all applicable laws, statutes, rules, regulations, decisions and orders in the performance of this Agreement, including regulations and actions of applicable governmental administrative agencies and commissions. Provided, however, that CITY will not make any laws, ordinances, rules, regulations, decisions or orders which interfere with the rights of MIDFLORIDA under this Agreement.

**B. Cooperation.** The Parties agree to cooperate in the performance of each of their obligations under this Agreement, including, but not limited to, obtaining, agreeing to, distributing and/or enforcing any waivers, rules and regulations, licenses and permits, and other required certifications related to the benefits granted hereunder.

**C. Non-Infringement.** Each party hereby warrants that, in the course of performance under this Agreement, it will not violate or infringe upon any proprietary rights of any third party, including, without limitation, confidential relationship, trade secrets, patent, trademark or copyright rights.

**D. CITY Representations.** The CITY acknowledges, represents and warrants the following:

i. The CITY owns the right to name the Venue, and the naming of the Venue as contemplated by this Agreement is in accord with all applicable laws, regulations and ordinances of the CITY;

ii. This Agreement and all documents delivered pursuant hereto have been duly authorized, and when executed and delivered by the Parties, will be a legal, valid, binding and enforceable obligation of the CITY; do not violate any provision of any agreement or judicial order to which the CITY is a party or subject; and no other consents or actions of any third parties, entities or governmental bodies or agencies is required to effectuate this Agreement or the actions of the CITY and MIDFLORIDA taken hereunder;

iii. CITY represents that MIDFLORIDA has the right to enforce the terms of this Agreement in a court of law, and pursuant to Article I, Section 10 of the Florida Constitution, no bill of attainder, ex post facto law or law impairing the obligations of the CITY under this Agreement shall be made by CITY.

**E. Additional Representations and Warranties.** MIDFLORIDA hereby acknowledge, represent and warrant the following:

i. MIDFLORIDA is a Florida Corporation, duly formed and existing and in good standing under the laws of the State of Florida, and has the full right and authority from all necessary sources to enter into and fully perform this Agreement in accordance with its terms;

ii. MIDFLORIDA hereby represents and warrants that it has the full right and authority from all necessary sources to enter into and fully perform this Agreement in accordance with its terms.

**F. Authority.** Each party hereby represents and warrants that it has the full right and authority from all necessary sources to enter into and fully perform this Agreement in accordance with its terms. In addition, each individual representing the Parties in signing this Agreement (the "Undersigned") is duly authorized to bind his or her respective party to the terms contained herein, all Parties are entitled to rely on the representations of the Undersigned without any duty of investigation, and this Agreement will be binding and enforceable upon the execution by the Undersigned.

## **8. INDEMNIFICATION AND INSURANCE**

**Indemnity:** To the extent permitted by Florida Law, each party shall indemnify and hold harmless the other, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney' s fees, to the extent caused by negligence, recklessness, or omission of that party and individual(s) and/or entity(s) employed or utilized by that party in the performance of this Agreement. Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the CITY's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, if applicable.

**Payment for Claims:** MIDFLORIDA guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against MIDFLORIDA or any subcontractor, in connection with the Agreement.

MIDFLORIDA shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by MIDFLORIDA are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by MIDFLORIDA under the Agreement.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Agreement will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Agreement.



**Commercial General Liability Insurance:** MIDFLORIDA shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis. Coverage shall include Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
General aggregate	\$2,000,000

**Additional Insured:** An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage shall extend to independent Contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers clause.

Certificate(s) and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy, and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additionally insured**". The Policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Agreement to exceed the above limits, MIDFLORIDA shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance.

All independent Contractors and Sub-Contractors utilized in this Agreement shall be required to comply with the same requirements set forth herein and list the City of Port St. Lucie as an additional insured, *without the language* "when required by written contract".

**Waiver of Subrogation:** MIDFLORIDA shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement, then MIDFLORIDA shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should MIDFLORIDA enter into such an Agreement on a pre-loss basis.

**Deductibles:** All deductible amounts shall be paid for and be the responsibility of the MIDFLORIDA for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the Proposer's most recent annual report or audited financial statement.

MIDFLORIDA may satisfy the minimum limits required above for either Commercial General Liability and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A: VII or better.

## **9. DEFAULT AND TERMINATION.**

**A. Default.** The occurrence of any one or more of the following events or actions will constitute a breach of this Agreement (the "Default") by the acting or relevant party (the "Defaulting Party").

i. Corporate Cessation. Cessation of either MIDFLORIDA or CITY to conduct business, or if MIDFLORIDA or CITY is subject to any attachment, execution or other judicial seizure or sale of any substantial portion of its assets, which is not discharged or revoked within ten (10) days thereof;

ii. Bankruptcy or Insolvency. The failure of MIDFLORIDA or CITY to pay its debts as they come due; filing, or having filed against it, a petition or other request for relief under federal or state bankruptcy or insolvency laws which is not discharged, dismissed or withdrawn within sixty (60) days of filing; or applying for or consenting to the appointment of a receiver for all or a substantial portion of its assets;

iii. Misrepresentation. The making of any representation or warranty by any party in this Agreement that it knows or should have known was materially false as of the Effective Date.

iv. Other Material Breach. The breach of any other material covenant, agreement, representation or warranty made under this Agreement, if such breach has not been waived in writing and has not been cured by breaching party within thirty (30) days following receipt of written notice specifying the nature of such breach, or, as agreed by the Parties, is not capable of being cured within such thirty (30) day period.

**B. Right to Terminate.** In the event of a Default as set forth herein, the party not in Default (the "Non-Defaulting Party") will have the right to terminate this Agreement upon written notice to the Defaulting Party. Upon termination of this Agreement in accordance with this provision, the Parties agree that both parties will immediately cease to use or display the Venue Marks and the Defaulting Party will be liable to the Non-Defaulting Party for the payment of all costs and expenses incurred by the Non-Defaulting Party in removing, destroying, discarding and/or replacing all signs,



materials or other uses of the Venue Marks under this Agreement.

**C. Force Majeure.** Unless otherwise provided in this Agreement, if performance under this Agreement is prevented, restricted or interfered with by reason of any event beyond the reasonable control of the Parties, including but not limited to, fire, flood, epidemic, earthquake, explosion, act of God or public enemy, riot or civil disturbance, strike, labor dispute, war, terrorist threat or activity, any government law, order, or regulation, or order of any court or jurisdiction (a "Force Majeure"), the restricted party will not be in breach hereof and the performance or obligation of such party will be excused for a period of time equal to the period during which the Force Majeure prevents such performance. In such event, the Parties will make reasonable efforts to determine sufficient "make goods" allowing the restricted Party to satisfy its obligations hereunder. The financial condition, default, breach, or intentional or negligent act or omission of this Agreement by the Party seeking excuse from performance will not constitute a Force Majeure.

i. Venue Damage. If a Force Majeure results in the damage or destruction of the Venue to the extent that Events at the Venue must be cancelled or rescheduled, and repair or reconstruction of the Venue will take longer than ninety (90) days from the time CITY becomes or should have become aware of the such destruction (the "Discovery Date"), then: (a) if CITY gives MIDFLORIDA notice no more than ninety (90) days following the Discovery Date that the Venue will be repaired and restored within one (1) year of the Discovery Date (the "Repair Assurance"), MIDFLORIDA will have no right to terminate this Agreement, provided MIDFLORIDA will not be required to make any payments of the Naming Rights Fee due hereunder from the date of any damage or destruction until the first date an Event is presented in the Venue upon the repair and restoration of the Venue following such damage or destruction.

## 10. GENERAL TERMS.

**A. Relationship of the Parties.** The Parties are independent contractors, and nothing contained herein will be interpreted, construed or applied in practice, in any way, as creating or establishing a partnership, agency, joint venture or employment relationship among the Parties. Each party is solely responsible for the payment of all state, federal and local taxes and complying with all laws, regulations and/or requirements related to its business, and each party reserves the sole and exclusive right and authority to handle, decide, supervise, manage and control the financial and other policies related to its business and purpose.

**B. Right to Manage.** Each party reserves the sole and exclusive right and authority to handle, decide, supervise, manage and control the financial and other policies of its business, including, without limitation, conducting its business operations, hiring and firing personnel, and performing any other administrative matters.

### **C. Dispute Resolution.**

i. MIDFLORIDA and CITY. MIDFLORIDA and CITY agree that any dispute, claim, question or controversy between MIDFLORIDA and CITY arising from or relating to this the Agreement, its construction, operation or effect, or a breach thereof (the "Dispute(s)") that cannot be resolved through consultation and negotiation of MIDFLORIDA and CITY shall be submitted to mediation, the cost of mediation will be shared by MIDFLORIDA and CITY equally. After good faith efforts to resolve the controversy, claim or dispute and upon the notice of either party to initiate mediation, MIDFLORIDA and CITY shall select a mutually-agreeable mediator. If MIDFLORIDA and CITY cannot agree on a mediator within five (5) business days of the notice to initiate mediation, MIDFLORIDA and CITY shall each select a mediator. The two mediators shall then select the mediator who will be responsible for the mediation. Within ten (10) business days of selection of the mediator, each party shall submit to the mediator a written statement detailing the facts and law pertaining to the dispute and the party's position. Mediation shall begin no later than thirty (30) days after the submission of the written statements by MIDFLORIDA and CITY or as soon thereafter as possible. A representative of each party with settlement authority must personally attend the mediation. If MIDFLORIDA and CITY fail to resolve their dispute through mediation within five (5) days following the conclusion of mediation, MIDFLORIDA and CITY agree that any such unresolved Dispute shall be finally resolved exclusively by binding arbitration administered by a single arbitrator of the International Centre for Dispute Resolution in accordance with its International Arbitration Rules (the "Rules") and taking place in Port St. Lucie, Florida. Any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Except as required by law, neither party nor the arbitrator may disclose the existence, content, results or award of any arbitration without the prior written consent of all parties. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages. Each party shall bear its own costs and expenses, including attorneys' fees, and an equal share of the arbitrators' and administrative fees of arbitration. MIDFLORIDA and CITY expressly waive the right to resolve any Dispute through any other means, including by a jury trial. This dispute resolution provision shall survive the expiration or termination of the Agreement and cannot be modified except in a written agreement signed by both parties with specific reference this arbitration provision and the intent to modify or amend it. MIDFLORIDA AND CITY UNDERSTAND AND AGREE THAT THEY ARE ELECTING TO RESOLVE ANY DISPUTE UNDER THIS AGREEMENT THROUGH ARBITRATION AND ARE WAIVING THEIR RIGHT TO A JURY TRIAL.

**D. Right to Equitable Relief.** MIDFLORIDA and CITY agree that they shall not have and hereby waive the right to seek equitable relief related to the performance or breach of this Agreement by the other party; provided, however, either party shall have the right to enjoin the other party by appropriate injunctive proceedings, without 'first exhausting any other remedy which may be available to it, from engaging in any breach of the terms and conditions contained in **Sections 5 and 6** of this Agreement.



**E. Governing Law.** This Agreement will be governed and construed in accordance with the laws of the State of Florida without regard to conflict of law principles. Subject to the dispute resolution provision herein, any dispute arising under or in connection with this Agreement, or related to any matter thereof, will be subject to the court of proper jurisdiction in the County of St. Lucie, Florida.

**F. Notices.** Any notice, request, approval or consent under this Agreement will be sufficiently given if in writing and delivered in person, mailed (certified or first class), or electronically transmitted (with receipt of transmission) to the address set forth herein, or to such other address as the recipient may furnish in writing to the sender. Notice will be deemed effective upon the earlier of actual delivery or three (3) days following mailing.

**G. Waiver and Amendment.** No modification, amendment or waiver of any provision of this Agreement will be binding or valid unless in writing and executed by all Parties. No failure to enforce any provision of this Agreement will be construed as a waiver or thereafter prevent any party from enforcing the same or any other provision of this Agreement.

**H. Equal Bargaining Power.** The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, there will be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

**I. Severability.** If any portion of this Agreement is judged to be illegal, invalid or unenforceable, such portion will be given effect to the maximum extent possible by narrowing, or enforcing in part, such portion to the minimum extent necessary to make it enforceable. Any such invalidity or unenforceability will not in any way affect the validity or enforceability of the remainder of this Agreement which will continue in full force and effect.

**J. Captions.** The captions used in this Agreement are for convenience only and will not define, limit, or otherwise be used in the construction of this Agreement.

**K. Assignment.** Except in the normal course of performance under this Agreement involving the Parties' engagement of subcontractors or sublicensees to provide specific services related hereto, the Parties shall not assign or otherwise transfer any of their respective rights and obligations under this Agreement without the prior written consent of the other parties which consent shall not be unreasonably withheld; provided, however, that the Parties shall not be required to provide such consent unless and until the assignee or transferee shall agree in writing to be bound by each and every term, covenant and obligation of the assigning party hereunder.

**L. Counterparts.** This Agreement may be executed by one or more counterparts, all of which will be considered one and the same agreement and will be binding when one or more counterparts have been signed by each of the Parties and delivered, either manually or electronically, to the other party, it being understood that all Parties need not sign the same counterpart.

**M. Entire Understanding.** This Agreement, including all Exhibits referred to herein, constitutes the entire understanding between the Parties and supersedes all prior or contemporaneous negotiations, discussions, understandings and agreements, whether written or oral.

IN WITNESS WHEREOF, the parties execute this Agreement as of the first date written below.

CITY

CITY OF PORT ST. LUCIE

By: 

Russ Blackburn, City Manager

Date 12-10-19

MIDFLORIDA

MIDFLORIDA Credit Union

By: 

Print JULIE DAVIS

Date 12/6/19



## EXHIBIT 1

Refer to attached Usage Protocol for additional details

### **Title Signage - Exterior Principal Title & Identification Signs.**

(5) title signs on the exterior of the MIDFLORIDA Credit Union Event Center as follows:

- One exterior sign shall be located above the main entrance
- One exterior sign shall be located at the top of the Village Square concert stage.
- One exterior sign shall be located on the parking garage facing US Hwy 1.
- One exterior sign shall be located at the Southwest entrance.
- One exterior sign shall be located at the Southeast entrance.
- One exterior sign shall be located on the outdoor marquee.

### **Title Interior - Main Lobby and Hallway Signs.**

(3) title signs on the interior of the MIDFLORIDA Credit Union Event Center as follows:

- Two interior signs in the main lobby/art gallery areas
- One interior sign in the main hallway/ballroom entrance area.

### **CITY Street Signage.**

CITY shall identify signage, owned by the CITY, by placing the Venue Mark on signage which gives directions to the MIDFLORIDA Credit Union Event Center on buildings, facilities, streets, and rights of way.

CITY shall request that the appropriate governmental authorities rename the address, 9221 SE Civic Center Place, to 9221 SE MIDFLORIDA Event Center Place.

CITY shall request that the appropriate governmental authorities use the name "MIDFLORIDA Credit Union Event Center" on road and highway signs, if applicable.

CITY shall identify MIDFLORIDA Credit Union Event Center by placing the Venue Mark on major directional signs on the interior of the MIDFLORIDA Credit Union Event Center and related parking facilities including building directories, elevators, and the like.

### **Weather Camera.**

CITY shall request mentions of MIDFLORIDA Credit Union Event Center location/Venue Mark when broadcasting any live weathercast from the venue.

### **Exterior Doors.**

CITY shall cause the Venue Mark to appear on the exterior doors at all public entrances to the MIDFLORIDA Credit Union Event Center.

### **Marquee.**

The CITY shall cause the Venue Mark to appear on the US 1/Walton Road "City Center" marquee at least one time every hour and shall appear for at least :10 dwell time any time messaging is displayed.

### **Light Pole Banners & Flag Poles.**

The Venue Mark shall be placed on light pole banners on the plaza and sidewalk. Light pole banners shall be reviewed or updated quarterly with a mutually agreed upon design. MIDFLORIDA shall also be entitled to have a flag displaying the Venue Mark hung on flag poles below the flags of the United States of America, POW MIA, State of Florida, and City of Port St. Lucie

**Postal Address.**

CITY shall use its best efforts to have the official postal address of the MIDFLORIDA Credit Union Event Center renamed MIDFLORIDA Credit Union Event Center Place.

**ATM Machine.**

MIDFLORIDA shall have the right to provide an ATM in the MIDFLORIDA Credit Union Event Center lobby. If MIDFLORIDA refuses the right to provide the ATM, VENUE may elect to have another financial institution to provide machine; said machine shall be devoid of exterior facing graphics or messaging for another financial institution, including wraps and on-screen graphics.

**Lobby Kiosks.**

MIDFLORIDA shall have the right to install self-contained kiosks advertising MIDFLORIDA and its services in the lobby. MIDFLORIDA may have the Kiosks staffed by MIDFLORIDA personnel during all events held at the MIDFLORIDA Credit Union Event Center.

**Interior TV monitors.**

MIDFLORIDA will have exposure, evenly distributed, on all television monitors during times the MIDFLORIDA Credit Union Event Center is open. MIDFLORIDA'S exposure on these devices can include product and promotional offers, as well as community involvement news.

**Floor Mats.**

The Venue Mark shall be placed on all floor mats which are used inside and outside the MIDFLORIDA Credit Union Event Center at all public entrances and at all doorways leading from the MIDFLORIDA Credit Union Event Center lobbies and hallways.

**Website.**

References to "Port St. Lucie Civic Center" shall be removed and replaced with the name/Venue Mark. The website shall also include a link to the MIDFLORIDA website.

**Website URL.**

CITY shall secure the domain name MIDFLORIDACreditUnionEventCenter.com and other variations, if available.

**Facebook Posts and other Social Media.**

MIDFLORIDA Credit Union Event Center name will be included in all appropriate CITY Facebook posts and any social media whether currently existing or hereafter developed. At least one time per month, VENUE/CITY agrees to post a promotional post/tweets/photo provided by MIDFLORIDA'S social media manager.

**Venue Marketing Materials and Press Releases.**

These materials prepared and/or used by the CITY for public distribution shall display the name "MIDFLORIDA Credit Union Event Center" or the Venue Mark.

**Reserved Parking.**

CITY shall provide MIDFLORIDA 6 prominent, reserved parking spaces in the MIDFLORIDA Credit Union Event Center garage for MIDFLORIDA team members or customers at a location to be mutually agreed upon. Each space will be appropriately signed as "*Reserved for MIDFLORIDA Guest*".

**Room Use.**

MIDFLORIDA may use the MIDFLORIDA Credit Union Event Center for four (4) event days per calendar year on dates that are reasonably agreeable to CITY and MIDFLORIDA and when no other event is scheduled. Excludes catering costs.



**Public Address Announcements.**

MIDFLORIDA shall receive public address announcements for which the public address system is used and controlled by the CITY. The announcements may include welcome announcements, thank-you announcements, or promotional announcements.

**Uniforms.**

The uniforms of uniformed employees engaged in the operation of the MIDFLORIDA Credit Union Event Center shall bear the Venue Mark.

**Telephone Receptionists.**

All receptionists for the MIDFLORIDA Credit Union Event Center shall answer the telephone with "MIDFLORIDA Credit Union Event Center."

**Box Office Tickets.**

Ticketed events, online and through the box office will include the name "MIDFLORIDA Credit Union Event Center" on the face of the ticket.

**Online Printed Tickets.** MIDFLORIDA will receive headline billing promotional space on all online printed tickets. MIDFLORIDA art can be changed monthly.

**Complimentary/Ticket Giveaway Promotions.** CITY shall provide MIDFLORIDA with sixteen (16) complimentary tickets to all public ticketed events for use in point of sale "register to win" promotions or for MIDFLORIDA customers.

**Marketing Materials.** Venue Mark shall be on all event schedules, newsletters, event posters, business cards, e-mail signatures, facility letterhead, envelopes, and fax cover sheets used or distributed by the CITY when promoting events at the MIDFLORIDA Credit Union Event Center.

**Naming Rights Fee Schedule.**

Calendar Year	Naming Rights Payment	Payment Due By
2020	\$195,000	December 31, 2019
2021	\$195,000	December 31, 2020
2022	\$195,000	December 31, 2021
2023	\$195,000	December 31, 2022
2024	\$195,000	December 31, 2023
5 - Year Extension Term (Option)		
2025	\$195,000	December 31, 2024
2026	\$195,000	December 31, 2025
2027	\$195,000	December 31, 2026
2028	\$195,000	December 31, 2027
2029	\$195,000	December 31, 2028

**MIDFLORIDA Credit Union  
Events Center at Port St. Lucie  
Usage Protocol**



**Written Format**

When the venue name is referenced in a written format such as press releases, social posts or letters, invitations, complimentary giveaways or the like, the name should be written as MIDFLORIDA Credit Union Event Center at Port St. Lucie, Florida. On occasion, and with permission, the name can be shortened to read MIDFLORIDA Event Center at Port St. Lucie.

If the written information already includes the venue location, the location can be removed from the name to appear at MIDFLORIDA Credit Union Event Center or with permission, MIDFLORIDA Event Center.

*Please note that MIDFLORIDA should be in all caps and represented as one word.*

**Verbal Format**

When the venue is mentioned in media announcements, public interviews or for announcers on site for live events, video feeds, complimentary giveaways or the like, the venue should be stated as MIDFLORIDA Credit Union Event Center at Port St. Lucie. On occasion, and with permission, the name may be shortened to MIDFLORIDA Event Center at Port St. Lucie.

If the announcement, interview or live feed already outlines the venue location, the location can be removed from the name to appear at MIDFLORIDA Credit Union Event Center or with permission, MIDFLORIDA Event Center.



**Print Advertising, Business Papers, Web Pages and Social Media Site** *(where possible)*

The logo should never be altered, stretched, distorted or have any material added to it or any part of the logo deleted.

The logo should always have at least .25 inches of white space around all sides. Logo must be reproduced in a size or format that allows "Port St. Lucie Florida" to be legible.

Logos can be accessed with permission by emailing your request to the MIDFLORIDA Credit Union Event Center at Port St. Lucie at <email address>.

**Vertical Format**



*Will need to provide a full color, black and white, one color option with color specified, and a reversed logo.*

**Horizontal Format**



**Employee Attire, Venue Badges, Printed Tickets, Floor Mat, Flag (if created), Light Pole Signs and Reserved Parking Signs**  
The following logo should appear on all employee attire, name tags, venue badges and the like. Logo should be reproduced large enough for the “credit union” lettering to be legible.

**Vertical Format**



**Horizontal Format**





### Interior Signage – Three Locations

In all three instances, the sign is anticipated to be made of cut metal lettering and affixed to the wall – no lighting. Metal color preference is a brushed bronze to tie in with other interior elements and coloring.

#### Main Lobby

Sign to be installed on the south wall, above the entrance to the recreation area. Sign shall be approximately 20' wide by the necessary height.



#### Art Gallery

Sign to be installed over entrance to Emerald Ballroom from Art Gallery. Sign shall be approximately 18" tall by the necessary width.



#### Main Hallway

Sign to be installed on hallway to Emerald Ballroom from main lobby. Sign is anticipated to be approximately 12' wide by necessary height.



### **Main Entrance – Above Doors**

Pending site visit from the sign company – the channel letter sign is to be installed above the entrance doors and is anticipated to be 4' tall by the necessary width and will be reproduced in color.





### Village Square Concert Stage

Pending site visit from the sign company – signs will be installed into existing box and are anticipated to be 12' wide by necessary height and will be reproduced in color. One sign inserts and faces venue, the other inserts and faces US Hwy. 1.



### **Parking Garage**

Pending site visit from the sign company – sign is anticipated to install on the top deck, on the west side of the parking garage so the signage faces U.S.Hwy. 1. The channel letter sign will utilize an existing MIDFLORIDA sign that is 58" x 31' 6" . The words "Event Center" will be added to the right of the MIDFLORIDA name. At a finished size, the sign will be approximately 6' tall by the necessary width.





**Entrance Signs - PENDING FINAL APPROVAL FROM CITY PLANNING AND ZONING DEPARTMENT**

Pending site visit from the sign company – signs will need to be modified as outlined below. Marquee will require removing decorative columns, adding a backlit box and then creating full color faces for both sides of the marquee. Other sign will require adding height to sign to accommodate backlit box and creating full color face insert for street facing side of the sign.

Existing state



Existing state





# CITY OF PORT ST. LUCIE MEETING AGENDAS



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### Details

**File #:** 2019-698    **Version:** 1    **Name:**

**Type:** New Business    **Status:** Passed

**File created:** 7/8/2019    **In control:** [City Council](#)

**On agenda:** 7/22/2019    **Final action:** 7/22/2019

**Title:** Authorize the City Manager to negotiate and execute, upon review by the City Attorney, a contract with MIDFLORIDA Credit Union for Naming Rights to the Port St. Lucie Civic Center

**Attachments:** 1. [MIDFLORIDA PACKAGE FINAL](#), 2. [Civic Center Naming PPT](#)

History: [Text](#)

Placement: New Business

Action Requested: Motion / Vote

Authorize the City Manager to negotiate and execute, upon review by the City Attorney, a contract with MIDFLORIDA Credit Union for Naming Rights to the Port St. Lucie Civic Center

Submitted By: David Graham, Assistant City Manager

Strategic Plan Link: The City's Goal of a high-performing city government organization.

Executive Summary (General Business): In response to naming rights outreach efforts placed on the City's website, representatives of MIDFLORIDA Credit Union contacted Port St. Lucie Civic Center management expressing interest in obtaining Naming Rights of the Civic Center. The Credit Union has made an offer of \$195,000 annually for a five-year contract with an option to renew for an additional five years.

Presentation Information: A short visual presentation providing background will be provided with staff available to respond to questions.

Staff Recommendation: Move that the Council authorize the City Manager to negotiate and execute a Naming Rights contract, upon review by the City Attorney, with MIDFLORIDA Credit Union.

#### Alternate Recommendations:

1. Move that the Council amend the recommendation and authorize the City Manager to negotiate and execute a Naming Rights contract, upon review by the City Attorney, with MIDFLORIDA Credit Union.
2. Move that the Council provide staff direction.

#### Background:

For many years the Civic Center has sponsored a "Naming Rights & Benefactor Program." Begun early in the Center's operations, the Benefactor Program was designed for people who want to contribute to the Civic Center with a one-time donation to honor or memorialize an individual or organization. Donors' names are listed on a prominent display in the lobby of the Center. To date, 53 donors have contributed from \$50 to over \$5,000 each in participation.

Partnering at the Civic Center location, the Parks and Recreation Department is in a continuing series of contracts with Humana Medical Plan, Inc. which began in 2010 to sponsor the Humana Fitness and Wellness Center. To date, the value of these contracts amounts to \$185,000.

To stimulate interest in Naming Rights consideration of the Port St. Lucie Civic Center complex by potential entities, staff updated the longstanding website Naming & Benefactor Program listing, issued a press release through the Communications Department to increase public awareness of the Program, published a Public Notice through TCPalm for seven days, and listed the opportunity through an email-blast to the membership of the St. Lucie County Chamber of Commerce.

MIDFLORIDA Credit Union responded by contacting the Civic Center Director with the request to present an offer for City Council consideration.

#### Issues/Analysis:

If approved, MIDFLORIDA Credit Union would cover all costs for signage as authorized through the five -year contract in addition to annual payments of \$195,000 annually for a total of \$975,000.

There are no anticipated direct costs borne by the Civic Center regarding the contract. However, modest expense to update staff uniforms, collateral materials, and related incidentals to reflect the new brand is expected.

Financial Information: N/A

Special Consideration: N/A

Location of Project: N/A

#### Attachments:

1. PowerPoint presentation.



2. Naming Rights Partnership package.

*NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.*

LEGAL SUFFICIENCY REVIEW: Approved as to Legal form and sufficiency by James D. Stokes, City Attorney.

File #: 2019-698 Version: 1

Type: New Business

Title: Authorize the City Manager to negotiate and execute, upon review by the City Attorney, a contract with MIDFLORIDA Credit Union for Naming Rights to the Port St. Lucie Civic Center

Mover: John Carvelli Seconderc: Stephanie Morgan

Result: Pass

Agenda note:

Minutes note:

ACTION: Motion passed unanimously by voice vote to approve Item 13 a).

Action: approved

Action text: (Clerk’s Note: This item was heard after 13b.) Assistant City Manager Graham showed a list of other cities in the state that participate in naming rights of their centers, and that the City used the Naming Rights and Benefactor Program that already existed. He added that the City followed procurement protocol and placed an ad in the newspaper, along with issuing a press release on the City’s website. The Civic Center Director informed the City Council that they received an offer of \$195,000/year for a 5-year contract with an additional 5-year renewal from MIDFLORIDA Credit Union. She stated that the name is being negotiated, but insisted that the City would not lose its identity. Councilwoman Caraballo inquired what the profitability goal was for the Civic Center, to which the Civic Center Director replied that they reached 34% of expenses for the new Fiscal Year and were on the right track. Councilwoman Caraballo inquired if the goal wasn’t met who, essentially, paid for the Civic Center, to which the Civic Center Director replied that the funds came from the General Fund and centers such as this do not pay for themselves, but changes like naming rights would help the taxpayers. Mayor Oravec asked for clarification on Councilwoman Caraballo questions, to which Councilwoman Caraballo replied that there had been citizen discussions and she wanted to make sure that the citizens understood that this was a great move forward. Mayor Oravec replied that it was pure revenue, since the sign installation was at the expense of MIDFLORIDA. Vice Mayor Martin voiced that MIDFLORIDA was a great fit and complimented them for their Public Art on Gatlin Boulevard. Councilman Carvelli agreed with the Civic Center Director’s opinion on the rebranding and congratulated her on her accomplishments thus far. Councilwoman Morgan stated that MIDFLORIDA was very involved in the community and felt that they were a great fit. Mayor Oravec agreed with the Council’s comments and hoped that the City could be incorporated in the logo. There being no further discussion, Councilwoman Caraballo moved to approve agenda item 2019-698. Councilwoman Morgan seconded the motion. The motion passed unanimously by voice vote.

Votes (5:0)

5 records GroupExport

Person Name	Vote
Gregory J. Oravec	Aye
Shannon M. Martin	Aye
John Carvelli	Aye
Jolien Caraballo	Aye
Stephanie Morgan	Aye