

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF PORT ST LUCIE AND THE TREASURE COAST SPORTS COMMISSION**

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into this _____, 2020, by and between the City of Port St. Lucie, a Florida municipal corporation (hereinafter referred to as “City”), and the Treasure Coast Sports Commission (hereinafter referred to as “Commission”), a 501(c) (3) not-for-profit Florida corporation.

RECITALS

WHEREAS, the Florida Sports Hall of Fame (referred to hereinafter as “FSHOF”) is relocating to the MIDFLORIDA Event Center in Port St. Lucie, FL; and

WHEREAS, the FSHOF will support sports tourism and will add to the quality of life for the people of the City and Treasure Coast; and

WHEREAS, the City of Port St. Lucie and the Treasure Coast Sports Commission have been instrumental in the relocation of the Florida Sports Hall of Fame; and

WHEREAS, the City and Commission desire to jointly raise awareness of the FSHOF, and jointly provide funding for marketing and operational services in support of the FSHOF.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows.

1. **Term of MOU.** This MOU is effective from _____ through _____ unless this MOU is otherwise terminated pursuant to the termination provision contained within this MOU.
2. **Co-Marketing Relationship.** The parties agree to work cooperatively to promote the FSHOF to visitors and citizens of Port St. Lucie, St. Lucie County, and the Treasure Coast through the following efforts:
 - (a) Both parties agree to generate print and electronic media publicity that raises the awareness of the FSHOF
 - (b) Both parties agree to share content) for Social Media and Website engagement for their shared mission.
 - (c) Both parties agree to the Use of each other’s Logos in their promotions
 - (d) The parties will explore possibilities for mutual cooperation projects and events, in connection with FSHOF

(e) The parties agree to explore ways of cooperation in order to sustain and further develop the FSHOF

(f) The parties agree to include the other party's logo on their website(s) and where appropriate in social media posts, articles, and stories, when referencing the FSHOF.

3. Relocation and Opening Expenses: The parties agree to jointly and equally (50/50) pay expenses for services and equipment required for the FSHOF relocation and opening at the MIDFLORIDA Event Center. Said expenses shall include, but are not limited to; moving costs, storage costs, memorabilia display costs such as display cases, picture frames, mannequin stands, and any professional services or equipment required for the design and installation of memorabilia. Each party shall obtain the other party's prior written authorization before incurring any expense.

4. Joint Funding of Projects

In implementing activities and initiatives for the FSHOF, the Parties agree to be jointly and equally responsible for expenses incurred for such activities or initiatives. Each party shall obtain the other party's prior written authorization before incurring any expense.

5. General Provisions

A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Florida, St. Lucie County.

C. **Entirety of Agreement.** This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. **Termination.** This MOU may be terminated, without cause, by either party upon Ninety (90) days' written notice to the other party.

E. **Indemnification.** Each party to this agreement shall assume the risk of liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

F. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

G. **Sovereign Immunity**. The City does not waive its sovereign immunity by entering into this MOU, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

IN WITNESS WHEREOF, the City of Port St. Lucie has caused this MOU to be signed and executed in its behalf by its City Manager, and Treasure Coast Sports Commission through their duly authorized representative has signed and executed this MOU, the day and year first written above.

CITY OF PORT ST LUCIE:

By: _____
City Manager, Russ Blackburn

Date: _____

TRESURE COAST SPORTS COMMISSION:

By: _____
Rick Hatcher, Executive Director

Date: _____