



Resolution 25-R74

Non-Relocation Agreement between the City of Port St. Lucie, Port St. Lucie
Community Redevelopment Agency, and Ebenezer Partnership, LLC

Jennifer Davis, CRA Director
November 4, 2025

Recommended Action

Consider entering into a Non-Relocation Agreement with the Port St. Lucie Community Redevelopment Agency and Ebenezer Partnership, LLC, for the continued team operations in Port St. Lucie.

Non-Relocation Agreement

Parties:

- City of Port St. Lucie (“City”)
- Port St. Lucie Community Redevelopment Agency (“Agency”)
- Ebenezer Partnership, LLC (“TeamCo”)

The **Effective Date** will be immediately upon execution of the Agreement

The **Term** of the Agreement will terminate on the earlier of:

- The date specified in a written agreement of the City, Agency and TeamCo, which is subject to approval by City Council
- The expiration or termination of the Stadium Operating Agreement
- The expiration or termination of the Franchise Agreement between TeamCo and the United Soccer League (“USL”)
- The Development Agreement terminating prior to the Project Completion Date, such that the Stadium Operating Agreement also terminates

Non-Relocation Agreement (cont'd)

Maintenance of the Franchise / City Ties

- At all times during the Term, TeamCo must maintain its existence as an entity organized under the laws of the State of Florida
- At all times during the Term, TeamCo must maintain membership of the Team as a USL Franchise Team
- At all times after the Stadium Substantial Completion Date, TeamCo must locate and maintain Team headquarters, and Team and TeamCo office, at the Stadium or elsewhere in Port St. Lucie

Covenant to Play

- TeamCo covenants and agrees that the Team will play all Team Home Games in the Stadium from and after the Substantial Completion Date, except for any international friendly matches that would require a larger venue dictated by the visiting international team

If an **Alternate Site Condition** exists

Non-Relocation Agreement (cont'd)

Alternate Site Conditions means the existence of the following:

- USL determines that USL Rules and Regulations prohibits the playing of Team Home Games at the Stadium
- A Governmental Authority determines the use or occupancy to a portion or all of the Stadium, or access thereto, is unsafe for ordinary and customary usage, such that the playing of Team Home Games would be prohibited
- TeamCo determines that circumstances at the Stadium render the Stadium unusable or unsafe for playing Team Home Games for a period of time

If an Alternate Site Condition exists, TeamCo will be entitled to make arrangements for, and the Team will be entitled to temporarily play Team Home Games at an alternate site in compliance with specific terms and conditions outlined in the Agreement.

Non-Relocation Agreement (cont'd)

Except for the Team's temporary right to play Team Home Games at an Alternate Site, TeamCo must not

- Relocate the Team outside the boundaries of Port St. Lucie
- Request a change to the home television territory of the Team as established under USL Rules and Regulations in any manner that would exclude Port St. Lucie
- Apply or seek USL Approval to relocate, or solicit or participate in negotiations with third parties concerning a transaction or arrangement that could result in a relocation of the Team outside the boundaries of Port St. Lucie

However, during the last five (5) years prior to the end of the Term, or if the City revokes, suspends or materially restricts the license granted to the Operator under the Stadium Operating Agreement, TeamCo shall have the unrestricted right to solicit, negotiate, or enter into agreements for the playing of Team Home Games after the expiration of the Term.

Staff Recommendation

Staff recommends the City Council approve Resolution 25-R74.



Questions?

Jennifer Davis, CRA Director
November 4, 2025