



Introduced: 8/16/2021

Revised: 9/20/2021

Adopted:

Effective:

CITY OF PATASKALA

RESOLUTION 2021-038

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO EXECUTE A DONATION AGREEMENT WITH TECHR2 REGARDING THE DONATION OF COMPUTER EQUIPMENT FOR USE IN THE CITY OF PATASKALA'S UPCOMING ESPORTS PROGRAM

WHEREAS, the City of Pataskala, through its Parks and Recreation Department, is in the process of implementing technology-driven programs that will provide education, recreation, and community development services for youth and young adults throughout the City; and

WHEREAS, as part of this programming, the City plans to establish and host a recreational "Esports" league as an outlet for youth, holding all in-person events and equipment within the City Hall Lab; and

WHEREAS, TechR2 is a locally-headquartered technology company that wishes to partner with the City in creating the Esports program through, in part, a donation of computer equipment currently owned and maintained by TechR2 to the City; and

WHEREAS, TechR2 would like to initially donate twelve (12) personal computers and three (3) laptop computers to the City for use in the Esports program, and continue to serve as a community partner with the Esports program by maintaining and updating equipment as necessary and training certified interns to help administer the program each summer; and

WHEREAS, Council for the City of Pataskala appreciates this generous donation of computer equipment and resources and wants to accept it; and

WHEREAS, in order to further memorialize the responsibilities, terms and conditions for this donation and partnership, the parties desire to enter into a donation agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF PATASKALA, COUNTY OF LICKING, STATE OF OHIO, A MAJORITY OF ALL MEMBERS PRESENT CONCURRING THAT:

Section 1: Council for the City of Pataskala hereby authorizes and directs the City Administrator to execute a donation agreement, in substantially the same form and content as the Donation Agreement attached hereto as Exhibit A and incorporated herein by reference, with TechR2.

Section 2: Council for the City of Pataskala hereby accepts TechR2's donation of twelve (12) personal computers and three (3) laptop computers identified on the equipment inventory included in Exhibit A.

Section 3: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of Council and that all deliberations of the Council and any of the decision making bodies of the City of Pataskala which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the State of Ohio.

Section 4: This Resolution shall become effective from and after the earliest period allowed by the Charter of the City of Pataskala.

ATTEST:

Kathy M. Hoskinson, Clerk of Council

Michael W. Compton, Mayor

Approved as to form:

Brian M. Zets, Law Director

**TECHR2 DONATION AGREEMENT FOR
CITY OF PATASKALA ESPORTS PROGRAM**

This Donation Agreement (“Agreement”) is entered into and effective on the last date signed below (the “Effective Date”) by and between the City of Pataskala, Ohio (the “City”) and TechR2, a global limited liability company with headquarters located at 12477 Broad St. SW, Pataskala, Ohio 43062, its affiliates, successors, nominees and/or assigns (collectively, “TechR2”).

WITNESSETH:

WHEREAS, the City of Pataskala’s Parks and Recreation Department is in the process of implementing technology-driven programs that will provide education, recreation, and community development services for youth and young adults throughout the City; and

WHEREAS, as part of this anticipated programming, the City will establish and host a recreational “Esports” league as an outlet for youth to engage in healthy Esports competition, involving organized video gaming activities to be hosted at the City Hall Lab; and

WHEREAS, TechR2 is a locally-headquartered technology company that wishes to partner with the City in creating the Esports program through a donation of computer equipment, providing ongoing maintenance, necessary software updates and replacements to said equipment, and training personnel to operate the equipment in administering the program; and

WHEREAS, specifically, TechR2 would like to initially donate twelve (12) personal computers and three (3) laptop computers to the City for use in the Esports program, and continue to serve as a community partner with the Esports program through equipment maintenance and training certified interns to help administer the program each summer; and

WHEREAS, pursuant to Resolution No. 2021-038, Council for the City of Pataskala has accepted this initial donation of computer equipment; and

WHEREAS, in connection with this donation and anticipated future donations of additional computer equipment from TechR2 to the City, and in order to memorialize the responsibilities, terms, and conditions for this donation and partnership with the Esports program, the parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants contained herein and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

1. DONATION AND ACCEPTANCE OF COMPUTER EQUIPMENT.

TechR2 will donate, convey, and transfer to the City, and the City agrees to receive from TechR2, all of TechR2’s right, title and interest in and to the computer equipment to be used for the City’s Esports program (the “Equipment”) subject to the terms, conditions, and provisions

hereof. The Equipment shall be comprised of the following inventory, inclusive of all related hardware and accessories such as monitors, keyboards, mouse, and cables:

- 6 gaming computers {CLX SET GAMING PC's,}
- 6 personal computers {Dell Optiflex PC's}
- Three (3) laptop computers {Lenovo Think Pads}

The Equipment is being donated by TechR2 as a charitable gift. The parties reserve the right to amend the above inventory of Equipment from time to time as necessary, anticipating future expansion of the Esports program and allowing for the donation of additional computers subject to legislative approval by Council for the City of Pataskala.

Upon donation, the Equipment will be pre-loaded by TechR2 with appropriate operating systems and software for use in the Esports program. The Equipment will also be set up by TechR2 to prevent unauthorized software downloads from users.

2. CITY RESPONSIBILITIES.

Upon donation of the Equipment, the City shall be responsible for installing and storing the Equipment within the City Hall Lab and monitoring all user access to the Equipment. Internet access for the Equipment, including but not limited to Wi-Fi and/or network connections, shall be maintained and regulated by the City. The City will work with its IT partner to asset-tag and track the Equipment once installed on site, maintaining a master list of the Equipment housed in the City Hall Lab. The City shall register all donated Equipment on appropriate education websites in order to allow for education software being made available to student users.

The City shall accept exclusive responsibility and/or liability for protecting the Equipment within the City Hall Lab and monitoring user access. The City shall be responsible for replacement of any stolen Equipment following donation by TechR2. The City further agrees to be responsible for any and all loss, liability, damage, and expense from injuries to person or property arising or resulting from any tortious or negligent act or default of the City, or the City's employees, agents or invitees, sustained or alleged to have been sustained directly or indirectly in connection with, or to have arisen out of, use of the Equipment following donation by TechR2.

3. MAINTENANCE AND SOFTWARE UPDATES.

In continued support of the City's Esports program, TechR2 agrees to update the operating systems and software provided with the donated Equipment annually during each year of this Agreement. In consultation with the City, TechR2 further agrees to replace any of the Equipment throughout the term of this Agreement if needed as a more effective alternative to system and software upgrades. TechR2 further agrees to regularly communicate and coordinate with the City and the City's IT partner to ensure that the Equipment is properly tracked and maintained once installed on site.

4. INTERN TRAINING AND CERTIFICATION.

The parties shall work together to train and certify summer interns working with the City’s Esports program during each year of this Agreement. Such training shall be directed toward use and operation of the Equipment to host Esports programming. The TechR2 training program for interns will be on the TechR2 Litmos training platform.

5. SIGNAGE.

The parties agree that the City shall cause to have signage posted at the City Hall Lab. The signage shall contain the following language: “This computer equipment was donated as the result of a joint community partnership between the City of Pataskala and TechR2.”

6. TERM.

This Agreement shall commence on the Effective Date and shall continue for a period of three (3) years until July 31, 2024. This Agreement may be terminated, with or without cause by either party, before the expiration thereof, by providing thirty (30) days’ prior written notice to the other party. The parties may execute renewals and/or amendments of this Agreement separately in writing as mutually agreed to between the parties.

7. NOTICES.

All Notices and other communications required under this Agreement shall be in writing and will be deemed to have been given if delivered by hand, or on the next business day if delivered by a recognized overnight courier, or when actually delivered if mailed by certified mail, return receipt requested at the following addresses:

If to the City of Pataskala:

Lenier Crawford, Parks and Recreation Manager
City of Pataskala
621 W. Broad Street
Pataskala, Ohio 43062

If to TechR2:

8. MODIFICATIONS, AMENDMENTS, AND ASSIGNMENT.

This Agreement may be modified or amended only by a written agreement duly executed by the parties. This Agreement may not be assigned by any party.

9. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the Parties. The terms and conditions of this Agreement shall supersede the terms and conditions of any other agreement, whether oral or written, between the parties and relating to the subject matter of this Agreement.

10. SEVERABILITY.

If a term or provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or illegal, said term or provision shall be severed and the remaining terms and provisions of this Agreement shall remain valid and enforceable.

11. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without reference to the selection of the forum or the principles of conflicts of law. Venue and jurisdiction for any dispute arising out of this Agreement shall be filed only in the Court of Common Pleas of Licking County, Ohio.

12. AUTHORITY.

The undersigned individuals below represent that they are duly authorized to execute this Agreement on behalf of the parties.

CITY OF PATASKALA

TECHR2

TIMOTHY O. HICKIN
CITY ADMINISTRATOR
DATE: _____

By: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

Brian M. Zets, Esq.
Law Director, City of Pataskala

Computer specs donated by Tchr2.

CLX SET GAMING PC's: Total of 6 computers were donated

Serial Number:

1. 162207002900794
2. 162207002900520
3. 162207002900465
4. 162207002900770
5. 162207002900521
6. 162207002900773

Dell OptiFlex PC's

7. PID: 3758864
8. PID: 3758863
9. PID: 3758872
10. PID: 3758866
11. PID: 3703948
12. PID: 3758865

Laptops Donated (3)

Lenovo Think Pads