

#### Partnership Agreement for Small Business Mentorship and Economic Development Between the City of Port St. Lucie and Florida Institute of Technology's weVENTURE Women's Business Center Program

This **PARTNERSHIP AGREEMENT** for Small Business Mentorship and Economic Development ("Agreement") dated this \_\_\_\_\_ day of \_\_\_\_\_\_, 2025, is made by and between the City of Port St. Lucie, a Florida municipal corporation (the "City") and Florida Institute of Technology, Inc. d/b/a weVENTURE Women's Business Center Program ("weVENTURE WBC").

#### WITNESSETH:

WHEREAS, gender disparities in entrepreneurial activities are well-established in academic research and women entrepreneurs face a wide range of challenges throughout the business lifecycle, from the pre-startup phase to navigating growth opportunities to reaching maturity; and

WHEREAS, these challenges include limited access to funding and financial resources, domestic and caregiving responsibilities, difficulties in achieving work-life balance, insufficient human capital (e.g., work experience and education), and limited social capital (e.g., professional networks); and

WHEREAS, women start new businesses at an unprecedented rate, especially in critical industries like healthcare and logistics; and

WHEREAS, according to the <u>National Women's Business Council</u>, from 2019 to 2023, the percentage of businesses owned by women has risen from about 25% to 39% and in Florida, women start new businesses at nearly double the rate of men-from 2022 to 2023, the rate of growth increased 4.5 times; and

WHEREAS, census data from the non-employer statistics and demographics data set indicates that women in the bottom income quartile, who are the heads of household with dependents, are the fastest growing segment of new non-employer firms; and

WHEREAS, this indicates more low income women are turning to entrepreneurship to achieve financial stability for their families, as either a primary or secondary source of income; and

WHEREAS, research has found that entrepreneurs of both genders who have access to coaching and mentorship are more likely to achieve financial stability and success, resulting in positive contribution to local economies.

WHEREAS, weVENTURE Women's Business Center ("WBC") has operated as a program of the Florida Institute of Technology Bisk College of Business since 2007 and has grown to be the leading voice and resource for professional women on the Space and Treasure Coasts, significantly contributing to economic development through its support of the small business community in Brevard, Indian River, St. Lucie, and Martin Counties; and

WHEREAS, the Florida Institute of Technology is funded in part by a cooperative agreement with the U.S. Small Business Administration (SBA), and the annual \$150,000 SBA grant serves as the foundation on which the weVENTURE WBC program was built; and

WHEREAS, weVENTURE WBC provides free business coaching, low and no cost business education, mentorship, and leadership development training to over 900 unique clients a year, cumulatively helping over 17,000 clients in the four (4) counties served; and

WHEREAS, weVENTURE WBC is committed to serving entrepreneurs in Port St. Lucie and, since 2020, an annual average of twenty-six (26) unique clients from Port St. Lucie have benefited from free business coaching and business education training events; and

WHEREAS, the City is a municipal corporation existing under the laws of the State of Florida, and in the conduct of its business, desires to obtain certain business education and business coaching services for program participants in Port St. Lucie;

WHEREAS, Port St. Lucie is the 6<sup>th</sup> largest city in Florida with over 250,000 residents, is currently the 3<sup>rd</sup> largest city in South Florida, and considered one of the fastest growing metropolitan areas in the state; and

WHEREAS, the population growth in Port St. Lucie brings a potential for increase in business, specifically more small and new business owners; and

WHEREAS, Port St. Lucie has a need for services to help foster successful small business ventures and vibrant economic development within Port St. Lucie; and

WHEREAS, the purpose of this Agreement is to set forth the services weVENTURE WBC will undertake in Port St. Lucie in exchange for partnership opportunities, marketing assistance, and event coordination by the City to weVENTURE WBC programs; and

**WHEREAS**, weVENTURE WBC is an active not-for-profit corporation, existing under the laws of the State of Florida, experienced in the foregoing and agrees to perform these services for the City under the terms and conditions set forth in this Agreement.

### NOW, THEREFORE, in consideration of the conditions contained in this Agreement, the parties agree as follows:

#### 1. Recitations; Authority

The recitations and findings set forth above are true and correct and are incorporated herein by reference.

#### 2. City Responsibilities

- a. The City will provide event space at a City-owned location, including but not limited to City Hall and the Community Center, for weVENTURE WBC to host events for Port St. Lucie's small business owners.
- b. The City shall permit at least three (3) weVENTURE WBC events per year, but may permit more events at the City's discretion and in collaboration with weVENTURE WBC.
- c. The City will assist with marketing any events hosted at a City-owned location including, but not limited to, advertising on the City's website, social media pages, and flyers posted in City-owned locations. The City shall assist with marketing these events at no fee to weVENTURE WBC.
- d. The City will include weVENTURE WBC in meetings and briefings related to economic development and support for the small business community.

- e. The City will recognize weVENTURE WBC as a community partner business service organization for the purposes of informing constituents of services available to them.
- f. The Economic Development Administrator will consider weVENTURE WBC when informed of any grants or funding opportunities relevant to the services provided by weVENTURE WBC.
- g. The City will consider weVENTURE WBC when hosting relevant events in which weVENTURE WBC may be able to network with the community and potential donor sources.
- h. The City will consider weVENTURE WBC when inviting local organizations or business to City events including, but not limited to, workshops, community events, or informational fairs.
- i. The City will assist weVENTURE WBC in seeking sponsorship for each event held at a City-owned location, for the purpose of defraying or eliminating costs for Port St. Lucie residents.

### 3. weVENTURE WBC Responsibilities

- a. weVENTURE WBC will provide free business coaching, low and no-cost business education training, and access to mentorship and leadership development programs to the Port St. Lucie's small business owners, regardless of gender.
- b. weVENTURE WBC will maintain staff of highly successful and seasoned business professionals as coaches and engage qualified subject matter experts as volunteers to work with the City's small business owners.
- c. weVENTURE WBC will host at least three (3) events per year, at a City-owned location, that are free or low cost to Port St. Lucie residents.
- d. weVENTURE WBC shall assist the City in preparing marketing materials to be used for advertising of each event hosted by weVENTURE WBC.
- e. weVENTURE WBC shall consider the City for any mentorship, workshop, or other educational opportunities which may benefit small business owners in Port St. Lucie.
- f. weVENTURE WBC shall organize and conduct outreach programs to the residents of Port St. Lucie with special focus on the underserved business owners, including woman-owned businesses and non-employer firms.
- g. weVENTURE WBC shall provide the City with a sponsorship packet which the City may use to help assist weVENTURE WBC in obtaining sponsorships and investments.

### 4. Insurance Obligations

weVENTURE WBC 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 weVENTURE WBC are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by weVENTURE WBC 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 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.



Workers' Compensation Insurance & Employers' Liability – weVENTURE WBC shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.

Commercial General Liability Insurance – The City recognizes that weVENTURE WBC is a qualified self-insurer in the State of Florida, subject to FSS 768.28. In the event weVENTURE WBC has or in the future purchases excess General Liability coverage, the City shall be entitled to additional insured status under that policy. Coverage to include contractual liability, to cover the hold harmless agreement set forth herein.

An Additional Insured endorsement **must** be attached to the certificate of insurance. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City 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.

Commercial Automobile Liability Insurance - The City recognizes that weVENTURE WBC is a qualified self-insurer in the State of Florida, subject to FSS 768.28. In the event weVENTURE WBC has or in the future purchases excess Commercial Automobile Liability insurance, the City shall be entitled to additional insured status under that policy. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary basis and non-contributory basis.

Except as to Workers' Compensation and Employers' Liability, Certificates of Insurance 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 for Commercial General Liability and Business Auto policies. The name for the Additional Insured endorsement issued by the insurer shall read **"Partnership Agreement for Small Business Mentorship and Economic Development Between the City of Port St. Lucie and Florida Institute of Technology's weVENTURE Women's Business Center Program."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies 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, the weVENTURE WBC 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.

It shall be the responsibility of weVENTURE WBC to ensure that all independent contractors and subcontractors comply with the same insurance requirements referenced herein. It will be the responsibility of weVENTURE WBC to obtain Certificates of Insurance from all contractors and subcontractors listing the City of Port St. Lucie as Additional Insured without the language, when required by written contract.

All deductible amounts shall be paid for and be the responsibility of weVENTURE WBC for any and all claims under this Agreement.

The City by and through its Risk Management Department reserves the right, but not the 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. When a self insured retention or deductible exceeds \$5,000, The City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

#### 5. Miscellaneous Provisions

- (a) <u>Term</u>. The term of this Agreement is for three (3) consecutive one-year periods, commencing on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_, 2025. The Agreement may be renewed for three additional (3) one-year periods by delivery of written request to the other party at least sixty (60) days prior to the termination of the Agreement. This contract may be extended upon mutual written agreement of the parties.
- (b) <u>Notices</u>. Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with a party shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when personally delivered and receipted for, or sent by registered United States mail, return receipt requested, addressed to the applicable party as follows:

<u>To the City</u>: **City Manager** City of Port St. Lucie 121 S.W. Port St. Lucie Boulevard Port St. Lucie, Florida 34984

#### **City Attorney**

City of Port St. Lucie 121 S.W. Port St. Lucie Boulevard Port St. Lucie, Florida 34984

#### City Clerk

City of Port St. Lucie 121 S.W. Port St. Lucie Boulevard Port St. Lucie, Florida 34984

<u>To weVENTURE WBC</u>: Florida Institute of Technology Kimberly Wiliams 150 W. UNIVERSITY BLVD. MELBOURNE, FL 32901-6988 contracts@fit.edu

### Executive Director, weVENTURE WBC program

Kathryn Rudloff 150 W. UNIVERSITY BLVD. MELBOURNE, FL 32901-6988 <u>krudloff@fit.edu</u> cc: weventure.contracts@fit.edu Either of the parties may, by notice sent to the other party, designate a different or additional address to which notices under this Agreement are to be sent.

- (c) Entire Agreement: Amendment. This Agreement contains the entire agreement of the parties on the subjects addressed; supersedes all prior and contemporaneous communications, agreements, representations, and understandings; and no representation, inducement, promise, or agreement, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect. No amendment to or waiver of the terms of this Agreement shall be binding unless in writing, executed by both parties. A complete, executed copy of this Agreement shall be enforceable as an original.
- (d) <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.
- (e) <u>Cooperation</u>. Whenever any review or approval is required from a party, such party agrees that the required review or approval will be promptly conducted and concluded. Moreover, each party agrees that it will act reasonably in exercising its review and approval functions under this Agreement and that no approval shall be unreasonably delayed or withheld.
- (f) Indemnification. Each Party (the 'Indemnifying Party') agrees to defend, indemnify and hold harmless the other Party (the 'Indemnified Party') and all of Indemnified Party's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs caused by the negligent act or omission of the Indemnifying Party, its officers, agents, and employees incurred by the Indemnified Party in the investigation and defense of any claim, demand or action arising out of the work performed under this Agreement; including breach of the Indemnifying Party of this Agreement. The Indemnifying Party shall not be liable for any claims, damages, or liabilities caused by the sole negligence of the Indemnified Party, its subcontractors, agents, or employees.
- (g) <u>Rights Cumulative</u>. All rights, powers, remedies, benefits, and privileges available to any party under this Agreement are in addition to and cumulative of any and all rights, powers, remedies, benefits, and privileges available to such party at law and in equity.
- (h) <u>Beneficiaries</u>. This Agreement has been entered into for the sole benefit and protection of the parties and no other person or entity shall have any right of action under or by reason of this Agreement.
- (i) <u>Severability</u>. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.
- (j) <u>Public Records.</u> Both parties understand that the City is a public entity whose records are available and open to the public for review and inspection. weVENTURE WBC agrees to comply with public records laws, specifically to:
  - 1. Keep and maintain public records required by the City to perform the services.
  - 2. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See http://dos.myflorida.com/library-archives/records-management/general-records-schedules)
  - 3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. weVENTURE WBC's records under this Agreement include but are not limited to, supplier/sub engineer invoices and Agreements, project documents, meeting notes, emails and all other documentation generated during this Agreement.

- 4. Provide the public with access to public records on the same terms and conditions that a public agency would provide the records, and at a cost that does not exceed the cost provided by law.
- 5. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term.

Upon termination of the Agreement, WeVENTURE shall transfer, at no cost to the City/Advertiser, all public records created, received, maintained, and/or directly related to the performance of this Agreement that are in the possession of weVENTURE WBC. All electronically stored records must be provided to the City in a format that is compatible with the information technology system of the City.

WeVENTURE WBC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

weVENTURE WBC's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement, and the City/Advertiser may, in its sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

## ANY QUESTIONS WEVENTURE WBC MAY HAVE REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ST. LUCIE METS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT SHOULD BE DIRECTED TO THE CUSTODIAN OF PUBLIC RECORDS AT:

## CITY CLERK 121 SW PORT ST. LUCIE BLVD. PORT ST. LUCIE, FL 34984 (772) 871-5157 msanchez@cityofpsl.com

If weVENTURE WBC fails to provide the public records to the City within a reasonable time, weVENTURE WBC may be subject to penalties under Section 119.10, Florida Statutes.

- (k) <u>Audit.</u> Right of Audit; Reimbursement. weVENTURE WBC gives the City the right, until the expiration of three (3) years after expenditure of City Funds under this Agreement, to audit the use of the City Funds. Upon reasonable demand pursuant to an audit, the City shall have access to and the right to examine any directly pertinent books, documents, papers, and records of weVENTURE WBC involving transactions related to these City Funds. All required records shall be maintained until an audit is completed and all questions arising there from are resolved, or until the expiration of three (3) years after the expenditure of the City Funds. In the event an audit determines that weVENTURE WBC used the City Funds in violation of this Agreement, weVENTURE WBC agrees to reimburse the City for the amount of the funds improperly used within 30 days of demand by the City.
- (1) <u>Assignment</u>. Neither weVENTURE WBC or the City may assign this Agreement or subcontract performance without written consent of the other.
- (m) <u>Venue and Choice of Law.</u> In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, for claims

under state law, and in the Southern District of Florida for claims justiciable in federal court. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. This paragraph shall survive the termination or expiration of this Agreement.

- (n) <u>Nondiscrimination</u>, weVENTURE WBC shall not discriminate on the basis of race, age, religion, color, gender, national original, marital status, disability or sexual orientation.
- (o) <u>Relationship Between the Parties</u>. Except as set forth herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations of any other party and nothing in this Agreement shall be deemed to constitute any party a partner, agent, or local representative of any other party or to create any type of fiduciary responsibility or relationship of any kind whatsoever between the parties.
- (p) <u>Exhibits.</u> The weVENTURE WBC Memorandum of Understanding with the City of Port St. Lucie is hereby attached as Exhibit A.

[Signature Pages to Follow]



**IN WITNESS WHEREOF**, the parties hereto have caused the execution of this Agreement by their duly authorized officials on the dates stated below.

CITY OF PORT ST. LUCIE WITNESSES a Florida municipal corporation By: \_\_\_\_\_ Signature of Witness Print Name:\_\_\_\_\_ Print Name: \_\_\_\_\_ Title: Signature of Witness Print Name: NOTARIZATION AS TO CITY OF PORT ST. LUCIE'S EXECUTION STATE OF FLORIDA ) ) \$\$ COUNTY OF ST. LUCIE ) The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ who is [ ] personally known to me, or who has [ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_ ] produced the following identification:

Signature of Notary Public

Print Name of Notary Public Notary Public, State of Florida My Commission expires \_\_\_\_\_

#### FLORIDA INSTITUTE OF TECHNOLOGY, INC.

WITNESSES Signature of Witness Print Name

Signature of Witness Print Name: 1)0nna

By: Kimberly D. Williams, JD

Print Name:

Title: VP for Administration & Finance / CFO

### NOTARIZATION AS TO FLORIDA INSTITUTE OF TECHNOLOGY'S WEVENTURE WOMEN'S BUSINESS CENTER PROGRAM

STATE OF FLORIDA ) ) ss COUNTY OF \_\_\_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of physical presence or [] online notarization, this \_\_\_\_\_\_\_ day of <u>June 5</u>, 2025 by <u>Kinbergy Williams</u> who is [personally known to me, or who has [] ] produced the following identification:

re of Notary Public Amanda  $\left( \right)$ 

Print Name of Notary Public Notary Public, State of Florida My Commission expires <u>11. (3.2027</u>



AMANDA K. OTT Notary Public State of Florida Comm# HH463819 Expires 11/13/2027

Exhibit A



February 23, 2025

Elijah Wooten Jr., MBA Economic Development Administrator City of Port St. Lucie

### Subject: Memorandum of Understanding (MOU) Between Florida Tech and the City of Port St. Lucie

Dear Mr. Wooten,

This Memorandum of Understanding (MOU) outlines the collaborative efforts between Florida Institute of Technology (Florida Tech) and the City of Port St. Lucie to support and strengthen the local small business community through educational resources, mentorship, and networking opportunities provided by weVENTURE Women's Business Center (WBC), a program of Florida Tech.

Since 2007, weVENTURE WBC has served as the leading voice and resource for female entrepreneurs on the Space and Treasure Coasts, providing FREE business coaching, low- and no-cost business education, training, mentorship, purposeful networking, and leadership development opportunities. Funded in part by a grant from the U.S. Small Business Administration, weVENTURE WBC is a trusted community resource partner providing services to all entrepreneurs, regardless of gender. weVENTURE WBC's outreach focuses on reaching female entrepreneurs, who are a significant minority of Florida firms, to ensure they have access to coaching and mentorship to support their business growth and success.

### City of Port St. Lucie's Commitment

To facilitate this partnership, the City agrees to:

- 1. Provide event space at City-owned locations, such as City Hall and the Community Center, for Florida Tech-hosted events supporting small business owners.
- 2. Permit at least three (3) Florida Tech-led events per year, with the possibility of additional events as mutually agreed upon.
- 3. Assist with event marketing efforts at no cost to Florida Tech, including promotion on the City's website, social media platforms, and in City-owned locations.
- 4. Include Florida Tech in economic development meetings and briefings relevant to small business growth.
- 5. Recognize Florida Tech as a community partner business service organization to inform constituents of available services.
- 6. Consider Florida Tech for relevant grant or funding opportunities that align with its business support initiatives.
- 7. Involve Florida Tech in community networking events and donor engagement opportunities.

- 8. Invite Florida Tech to City-hosted events that facilitate collaboration with local businesses and organizations.
- 9. Assist Florida Tech in securing sponsorships for its events held at City-owned locations, aiming to reduce or eliminate costs for City residents.

### Florida Tech's Commitment

In support of this partnership, Florida Tech agrees to:

- 1. Provide free business coaching, low and no-cost business education training, and leadership development opportunities to small business owners in Port St. Lucie, regardless of gender.
- 2. Maintain a team of experienced business professionals as coaches and engage qualified subject matter experts as volunteers.
- 3. Host at least three (3) events annually at City-owned locations that are free or low-cost to City residents.
- 4. Assist the City in creating marketing materials for events hosted by Florida Tech.
- 5. Consider the City for mentorship, workshops, or other educational programs benefiting small business owners.
- 6. Conduct outreach initiatives focused on underserved business owners, including women-owned businesses and non-employer firms.
- 7. Provide the City with a sponsorship packet to assist in securing sponsorships and investment opportunities.

This MOU reflects a shared commitment to fostering economic development and entrepreneurial success in the City of Port St. Lucie. We look forward to working together to create meaningful opportunities for local businesses and entrepreneurs.

Sincerely,

**Dr. Kathryn S. Rudloff** Executive Director, weVENTURE Women's Business Center Florida Tech Bisk College of Business 150 W. University Blvd. Melbourne, FL 32901