

Partnership Agreement for Small Business Owner Mentorship and Partnership between the City of Port St. Lucie and The SCORE Association, Inc.

This **PARTNERSHIP AGREEMENT** for Small Business Mentorship and Partnership (“Agreement”) dated this 14th day of February, 2024, is made by and between the City of Port St. Lucie, a Florida municipal corporation (the “City”) and the SCORE Association, Inc., a non-profit organization (“SCORE”).

WITNESSETH:

WHEREAS, SCORE has provided free business mentorship opportunities and small business workshops to Treasure Coast business owners for over fifty (50) years; and

WHEREAS, SCORE Treasure Coast serves Martin, Saint Lucie, Indian River, Okeechobee, and Glades County; and

WHEREAS, small business owners’ who utilize SCORE services within the first two to three years of starting a business increase their likelihood of success to eighty-eight (88) percent; and

WHEREAS, over sixty (60) percent of the SCORE Treasure Coast services are with residents of Port St. Lucie; and

WHEREAS, the City is the 6th largest city in Florida with over 240,000 residents, and is currently the 3rd largest city in South Florida, and one of the fastest growing metropolitan areas in the county; and

WHEREAS, the City’s growth in population brings a potential for an increase in business within the City, specifically more small and new business owners; and

WHEREAS, the City has need for services for small business owners to help foster successful businesses and economic development within the City; and

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

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 SCORE to host events for the City of Port St. Lucie's small business owners.
- b. The City shall permit at least four (4) SCORE events per year but may permit more events at the City's discretion and with collaboration with SCORE.
- 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 SCORE.
- d. The Economic Development Administrator will consider Treasure Coast SCORE when informed of any grants or funding opportunities relevant to the services provided by SCORE.
- e. The City will consider SCORE when hosting relevant events in which SCORE may be able to network with the community and potential donor sources.
- f. The City will consider SCORE when inviting local organizations or business to City events, including but not limited to workshops, community events, or informational fairs.
- g. The City will assist SCORE in seeking sponsorship for each event held at a City-owned location, for the purposes of defraying or eliminating costs for City residents.

3. SCORE Responsibilities.

- a. SCORE will provide free mentorship opportunities to the City of Port St. Lucie's small business owners.
- b. SCORE will match Port St. Lucie small business owners with a mentor specifically matched to their needs.
- c. SCORE will maintain highly successful and seasoned business professionals and entrepreneurs as volunteers who are available to assist and mentor the City's small business owners.
- d. SCORE will host at least four (4) events per year, at a City-owned location, that are free or low cost to City's residents.
- e. SCORE shall assist the City in preparing marketing materials to be advertised leading up to each event hosted by SCORE.
- f. SCORE shall consider the City for any mentorship, workshop, or other educational opportunities which may benefit small business owners in Port St. Lucie.
- g. SCORE shall organize and conduct outreach programs to the residents of Port St. Lucie with special focus on the underserved business owners in the City.
- h. SCORE shall provide the City with a sponsorship packet which the City may use to help assist SCORE in obtaining sponsorships.

i. Insurance Obligations.

Exhibit A.

SCORE 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 Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by SCORE are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by SCORE under the Contract.

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 Contract 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 Contract.

Workers' Compensation Insurance & Employers' Liability - SCORE 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 SCORE is a qualified self-insurer in the State of Florida, subject to FSS 768.28. In the event SCORE 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. 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.

Exhibit A.

Commercial Automobile Liability Insurance - The City recognizes that SCORE is a qualified self-insurer in the State of Florida, subject to FSS 768.28. In the event SCORE 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 Contract 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 "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents the contract name and number shall listed as additional insured.**" 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 Contract to exceed the above limits, the SCORE 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 SCORE to ensure that all independent contractors and subcontractors comply with the same insurance requirements referenced herein. It will be the responsibility of SCORE 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 SCORE for any and all claims under this Contract.

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.

4. Miscellaneous Provisions.

Exhibit A.

- a. Term. The term of this Agreement is for one (1) consecutive one-year period, commencing on this ____ day of ____, 2023. The term may be extended upon written agreement by the parties. However, either party shall have the right to terminate this Agreement, with or without cause, by written notice provided not less than 30 days prior to such termination.
- b. Notices. 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:

To the City:

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

To SCORE:

Grants Department

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, and filed with the Clerk of the Circuit Court of St. Lucie County, Florida, for recording as provided in Section 4.k. A complete, executed copy of this Agreement shall be enforceable as an original.

Exhibit A.

- d. Counterparts. 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. Cooperation. 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. Rights Cumulative. 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.
- g. Beneficiaries. 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.
- h. Severability. 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.
- i. Public Records. Both parties understands that the City is a public entity whose records are available and open to the public for review and inspection. SCORE agrees to comply with public records laws, specifically to:
 - a. Keep and maintain public records required by the City to perform the services.
 - b. 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>)
 - c. 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. SCORE'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.
 - d. 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.

Exhibit A.

- e. 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.
- f. Upon termination of the Agreement, St. Lucie Mets 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 SCORE. All electronically stored records must be provided to the City in a format that is compatible with the information technology system of the City.
- g. SCORE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- h. SCORE'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 SCORE 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

- i. If SCORE fails to provide the public records to the City within a reasonable time, SCORE may be subject to penalties under Section 119.10, Florida Statutes.
- j. Audit. Right of Audit; Reimbursement. SCORE 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, the City shall have access to and the right to examine any directly pertinent books, documents, papers, and records of SCORE 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 SCORE used the City Funds in violation of this

Exhibit A.

Agreement, SCORE agrees to reimburse the City for the amount of the funds improperly used within 30 days of demand by the City.

- k. Effective Date. This Agreement shall be deemed effective as of the date of filing with the Clerk of the Circuit Court as provided in Section 4.k.
- l. Assignment. Neither SCORE or the City may assign this Agreement or subcontract performance without written consent of the other.
- m. Venue and Choice of Law. 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 PART 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. Nondiscrimination. SCORE shall not discriminate on the basis of race, age, religion, color, gender, national original, marital status, disability or sexual orientation.
- o. Relationship Between the Parties. 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. Exhibits.

Exhibit A: SCORE Memorandum of Understanding

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

Signature Pages Follow

Signed, sealed and delivered
in the presence of:

WITNESSES

[Signature]
 Signature of Witness
 Print Name: Salome Angrand
 121 SW Port St Lucie Blvd, Port St Lucie, FL 34984

[Signature]
 Signature of Witness
 Print Name: Jasmin Padava
 121 SW Port St Lucie Blvd, Port St Lucie, FL 34984

CITY OF PORT ST. LUCIE
a Florida municipal corporation

By: [Signature]
 Print Name: Jesus Merojo
 Title: City Manager
 121 SW Port St. Lucie Blvd
 Port St Lucie, FL 34984

NOTARIZATION AS TO CITY OF PORT ST. LUCIE'S EXECUTION

STATE OF FLORIDA)
) ss
 COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 28th day of February, 2024, by Jesus Merojo who is [] personally known to me, or who has [] produced the following identification:



SALOME ANGRAND
Commission # HH 372649
Expires March 13, 2027

[Signature]
 Signature of Notary Public
Salome Angrand
 Print Name of Notary Public
 Notary Public, State of Florida
 My Commission expires 3/13/2027

Signed, sealed and delivered
in the presence of:

SCORE ASSOCIATION, INC.

WITNESSES

Maria Lorenz
Signature of Witness
Print Name: Maria Lorenz

Catherine Gaddell
Signature of Witness
Print Name: CATHERINE GADDELL

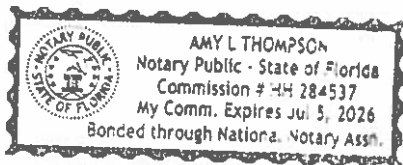
By: [Signature]
Print Name: ROGER URBIDA

Title: TREASURER COAST CHAPTER
CHAIR

NOTARIZATION AS TO SCORE ASSOCIATION, INC.

STATE OF FLORIDA)
COUNTY OF Indian River) ss

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online
notarization, this 26th day of February, 2024, by Roger Urbida
who is [] personally known to me, or who has [] produced the following identification:
Florida Drivers License



Amy L Thompson
Signature of Notary Public

Amy L Thompson
Print Name of Notary Public
Notary Public, State of Florida
My Commission expires July 05, 2026



Treasure Coast

Memorandum of Understanding

May 15, 2023

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

Dear Elijah,

Founded in 1974, Treasure Coast SCORE (SCORE) is a non-profit 501(c)(3) with over 35 volunteer mentors, workshop presenters, and business support personnel. The chapter offers a diverse program of business support services throughout the year to start-ups, existing businesses, or those who are thinking of going into business.

This Memo of Understanding confirms our intent to Initially provide primarily business coaching programs and mentoring services for the Office of Economic Development, City of Port St. Lucie ("City"). Our intent is to provide these programs and services as outlined below either virtually or in person at the discretion of the "City". In exchange, the "City" will provide leadership, marketing, funding of certain activities and overall support in the areas mentioned below.

Treasure Coast SCORE will provide:

Individual Mentoring Services:

1. SCORE will maintain highly skilled and trained Individual mentoring volunteers and make them available to PSL business owners and potential entrepreneurs will special focus on the underserved of the community. SCORE will provide these services at "\$0" cost to neither the City nor participants.

Business Coaching and Counseling programs/events:

1. Present short programs teaching mentoring concepts followed by group mentoring sessions designed to match each participant with a mentor specifically matched to their needs. The first one, already developed, will look like this;
"Fix This Next"- an event and mentoring opportunity that will share the tools and process for focusing in on the most important elements of their business to fix next. The concept is to find their lowest level in the Hierarchy of Business Needs. Then be

Exhibit A.

counseled on finding a mentor that can best lead them through the steps and processes.

Brief Agenda

1. A Certified "Fix This Next" Advisor will introduce concepts.
 2. The class will be presented with the Questionnaire which will help them discover where they are in the Business Hierarchy of Needs.
 3. Participants break out to a team of SCORE mentors who will discuss their finding and work to find them the best Mentor for their needs going forward.
2. Present a series of short programs on specific aspects of business management followed by panel discussion on mentoring one or more topics. Some of these could include Subject Matter Experts. The goal will be to help entrepreneurs implement the strategies and plans they learn at training events presented with other partners of the City.
For example, implementing strategies for; Business Planning, Digital Marketing, New business development, Recruiting and hiring, Funding, Productivity and Adding product/service lines.
3. Create, present and participate in additional events that are centered around providing business advice forums for discussion and sharing.
 4. Other programs and services as agreed upon between parties to further serve the City of Port St. Lucie community.

The "City" will provide:

- The ability for SCORE to provide the programs and services mentioned above, is dependent upon the City playing a large and active role in finding Partners to fund the efforts. They can do this by actively working with Treasure Coast SCORE to solicit local businesses and other organizations to sponsor the events. The City will solicit their funding sources, provide marketing access to their database, etc.
- The City will support activities by way of collaboration of activities development, aggressive marketing of same, workshops and other activities offered to their community through Treasure Coast SCORE. Social media and other forms of marketing will be provided by the City.
- Support for each activity in the form of participation, guidance, coordination of activities and other types of involvement on the day of the events.

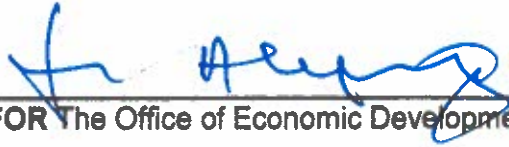
We are very excited about our potential partnership with the Office of Economic Development, City of Port St. Lucie and look forward to assisting the community in their professional growth.

Rob Cosentino ROGER USBIDA

Community Outreach Representative

Exhibit A.

**Mentor & Instructor
SCORE Treasure Coast**

A handwritten signature in blue ink, appearing to read "for [unclear]", written over a horizontal line.

ACCEPTED FOR The Office of Economic Development, City of Port St. Lucie