



INDIAN RIVER STATE COLLEGE
School of Continuing Education

MEMORANDUM OF AGREEMENT (MOA)

between

Indian River State College, School of Continuing Education (IRSC-SCE)

and

The City of Port St. Lucie

I. PARTIES

This Memorandum of Agreement (hereinafter referred to as “MOA”) is made and entered into by and between Indian River State College School of Continuing Education (IRSC-SCE), whose address is 3209 Virginia Avenue, Fort Pierce, FL 34981, and the City of Port St. Lucie, whose address is 121 S.W. Port St. Lucie Blvd., Port St. Lucie FL 34984-5099 (collectively referred to as the “Signatory Parties”).

II. BACKGROUND

Indian River State College (IRSC) is an industry-driven leader focused on providing continuing education and training. The School of Continuing Education (SCE) was established by the joining of three IRSC training divisions: The National Preparedness Institute, The Corporate and Community Training Institute, and The Fielden Institute for Life Long Learning. This combination represents a combined 50 years of providing a diverse range of professional community training.

Under the School of Continuing Education umbrella, IRSC offers high-quality workforce trainings, certification programs, consulting, and personal enrichment courses to meet the needs of the workforce community, including corporations, government, non-profits, first responders, and life-long learners of all ages on a local, state, national and international level.

Through input from these dynamic partnerships SCE develops and coordinates educational and training resources to boost the knowledge, skills and abilities of our community’s workforce utilizing current and cutting-edge industry training and curricula customized to meet the client’s specific needs.

III. PURPOSE & SCOPE

The purpose of this MOA is to identify and formalize the roles, responsibilities and relationship between IRSC-SCE and the City of Port St. Lucie relating to the Fall 2024 and Spring 2025 Port Saint Lucie Business Accelerator Program.

IV. IRSC-SCE’S RESPONSIBILITIES UNDER THIS MOA

- a) Taking registrations through SCE’s registration platform.
- b) Ten separate 3-hour classes for a total of 30 training hours.
- c) Host grant presentation session
- d) At least 2 classes and student grant presentations will be in-person. Remaining classes will be held virtually.
- e) Record of attendance of program participants.
- f) Certificate for participants that complete the program.

V. THE CITY OF PORT ST LUCIE RESPONSIBILITIES UNDER THIS MOA

- a) Promoting the program through advertising, including but not limited to social media, flyers, and digital advertising.
- b) Recruit qualifying program participants
- c) Process a local business owner grant by determining qualifying recipients, managing judges, evaluation of possible grant recipients, and distribution of grant funds.
- d) Pay the amount outlined in Section VI within thirty (30) days of receiving the invoice.

VI. FEES/PAYMENTS

City of Port St Lucie will pay IRSC-SCE the amount outlined below for the responsibilities provided in Section IV. This payment must be made in full within thirty (30) days of receiving the invoice.

Item/Service	Fees
BAP Fall 2023	\$4,500.00
BAP Spring 2024	\$4,500.00
BAP Fall September 11 – November 20, 2024	\$4,500.00
BAP Spring 2025 dates TBD	\$4,500.00

VII. NOTICES

Whenever, under the terms of this MOA, written notice is required to be given, it shall be directed to the Signatory Party at the address specified in Article I, and to the attention of the persons indicated below with their respective titles, unless written notice of change of address or individual is provided by a Signatory Party. All notices and submissions, except as otherwise expressly provided herein, shall be sent with an acknowledging return receipt requested. Said notice may be delivered by overnight delivery. All required Notices under this MOA may be sent by regular mail.

Dr. Stephanie Etter
Director of the School of Continuing Education
Indian River State College
3209 Virginia Avenue

Fort Pierce, FL 34981
772-462-7967
Brante@irsc.edu

Elijah Wooten

Economic Development Administrator
City of Port St. Lucie
121 SW Port Saint Lucie Boulevard
Port Saint Lucie, Florida 34984-5099
Phone: 772.873.6374
Email: ewooten@cityofpsl.com

VIII. USE OF INTELLECTUAL PROPERTY

The Signatory Parties agree that any intellectual property, which is jointly developed through activities covered under this MOA, can be used by either party without obtaining consent from the other and without any need to account to the other.

All other intellectual property used in the implementation of the MOA will remain the property of the party that provided it. This property can be used by either party for purposes covered by the MOA but consent will be obtained from the owner of the property before using it for purposes not covered by the MOA.

IX. BEST EFFORTS

The Signatory Parties shall use their best efforts to timely and promptly satisfy their obligations under this MOA.

X. AMENDMENTS

This MOA may be amended by the written request of either Signatory Party. Any proposed amendment or modification shall be submitted by one Signatory Party to the other Signatory Party prior to formal discussion or the negotiation of the issue. Any amendment to this MOA must be set forth in writing and such amendment must be signed by both Signatory Parties to the MOA in order to become effective or to otherwise modify or change this MOA.

XI. TERMINATION OF AGREEMENT

This MOA shall terminate on September 30, 2025, unless a Renewal Amendment to this MOA or a new MOA is executed by the Signatory Parties, which also contains the effective and expiration date.

This MOA may be terminated by either Signatory Party upon fourteen (14) days prior written notice to the other Signatory Party.

XII. SOVEREIGN IMMUNITY

The Signatory Parties agree that the City's and IRSC-SCE's liability in all instances shall be limited to the monetary limits set forth in s.768.28, Florida Statutes. Nothing contained herein shall be deemed a waiver of the City's sovereign immunity, whether by contract or by law.

XIII. INSURANCE

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

The Signatory 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 MOA 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, and as may be amended from time to time, 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, and/or 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 MOA.

Workers' Compensation Insurance & Employer's Liability: IRSC-SCE shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time to time.

Commercial General Liability Insurance: IRSC-SCE shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

It shall be the responsibility of IRSC-SCE to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It shall be the responsibility of IRSC-SCE to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language "when required by written contract". If IRSC-SCE, independent contractor and/or subconsultant maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by IRSC-SCE/independent contractor/subcontractor.

The City by and through its Risk Management Department reserves the right, but is not obligated, 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 MOA. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of IRSC-SCE to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment and/or termination of the MOA.

XIV. HOLD HARMLESS/INDEMNIFICATION

Each Signatory Party agrees to indemnify, defend and hold harmless the other (and its affiliated companies, successors, permitted assigns, and the directors, officers, employees, agents, shareholders and representatives thereof and of the foregoing) from any damage, loss, liability, cost, penalty, or expense of any kind (including reasonable outside attorney's fees, collection costs, mediation, arbitration and litigation costs and expenses (hereinafter "Liability")) arising out of, resulting from, based upon or incurred through the use or occupancy of IRSC facilities, furniture, equipment or grounds in connection with the activities identified in this MOA.

XV. DISPUTE RESOLUTION

The Signatory Parties hereby agree that, in the event of any dispute between the Signatory Parties relating to this MOA, the Signatory Parties shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within thirty (30) calendar and consecutive days, the Signatory Parties agree that the dispute will be negotiated between the Signatory Parties through mediation, if Signatory Parties can agree on a mediator. The costs of mediation shall be shared equally by the Signatory Parties. Neither Signatory Party waives its legal rights to adjudicate this MOA in a legal forum.

XVI. LIMITATION OF MEMORANDUM

Nothing contained herein is intended to limit, modify or otherwise alter the respective rights and responsibilities of the Signatory Parties under this MOA.

XVII. GOVERNING LAW

This MOA and the legal relations among the Signatory Parties shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts between Florida parties made and performed in that State, without regard to conflict of laws principles.

XVIII. THIRD PARTIES

The Signatory Parties do not confer any rights or remedies upon any person other than the parties to this MOA and their respective successors and permitted assigns.

XIX. ENTIRE AGREEMENT

This MOA, including all Annexes, embodies the entire and complete understanding and agreement between the Signatory Parties.

XX. SEVERABILITY

If any provision of this MOA, or the application thereof, shall for any reason or to any extent be invalid or unenforceable, then the remainder of this MOA and application of such provision to other persons or circumstances shall continue in full force and effect and in no way be affected, impaired or invalidated; provided that the aggregate of all such provisions found to be invalid or unenforceable does not materially affect the benefits and obligations of the Signatory Parties of this MOA taken as a whole.

XXI. EFFECTIVE DATE

This MOA shall take effect upon signing by both Signatory Parties.

XXII. ASSIGNMENT

Neither Signatory Party may assign or transfer all or any portion of their obligations under this MOA without the prior written consent of the other party.

XXIII. COUNTERPARTS

This MOA may be executed in counterparts, each of which, when executed and delivered, shall be an original, and such counterparts together constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

XXIV. SIGNATORY AUTHORITY

By the signatures below, the Signatory Parties agree to the terms of this MOA.

Indian River State College

The City of Port St Lucie

Associate Vice Provost of
Academic Affairs

(Name, Title)

Date: _____

Date: _____

Provost/Vice President of Academic Affairs, CAO

Date: _____

President or Designee

Date: _____