

Prepared By:
City of Port St. Lucie
City Attorney's Office
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984

**SERVICE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE AND
THE ST LUCIE COUNTY CHAMBER OF COMMERCE, INC.**

THIS SERVICE AGREEMENT, made this ____ day of _____, 2021, between the City of Port St Lucie, a political subdivision of the State of Florida, hereinafter called the "City", and the St Lucie County Chamber of Commerce, Inc. or its successor, executors, administrators, and assigns hereinafter called the "Chamber":

WITNESSETH:

WHEREAS, the City and the Chamber have made the following determinations:

1. The Chamber is a private organization originally created 1906 as the local Board of Trade and later merged the Fort-Pierce-St Lucie County Chamber and the Greater Port St Lucie Chamber to become the St Lucie County Chamber of Commerce, Inc. to better serve the needs of the business community in St Lucie County; and
2. The City will continue to use its own resources to facilitate and encourage small business development in the City; and
3. Nothing in this Agreement is intended to delegate any of the City's authority to encourage small business development to the Chamber. In addition, nothing in this Agreement is intended to provide the Chamber with an integral part in the City's decision-making process concerning small business development in the City. The parties do not intend that the Chamber will act on behalf of the City in facilitating and encouraging small business development in the City.

IN CONSIDERATION of the mutual benefits received by each part, the parties mutually agree as follows:

1. The City shall disburse a grant in the amount of fifty thousand (\$50,000) for period October 1, 2021 through and including September 30, 2022 which may be considered annually by the City. The annual payment shall be made within thirty (30) days of the City's receipt and acceptance of the Chamber's interim report showing that the goals and objectives of the grant are being met.

2. The grant monies shall be used toward the Chamber's costs in its efforts to facilitate small business development in Port St Lucie. The goals and objectives for the Chamber's small business development efforts in connection with the grant shall include the following:
 - a. The Chamber will manage the Small Business Beginnings Program to assist businesses through the start-up process. To accomplish this goal, the Chamber will conduct a full marketing campaign consisting of paid advertisements on Facebook, television and all Chamber airing shows and local radio.
 - b. The Chamber will outreach to realtors and local business owners, which includes annual mailings to all business in commercial locations.
 - c. The Chamber shall deliver to the City interim reports on or before March 31, 2022 and September 30, 2022. Such reports shall analyze the Chamber's activities or how such goals and objectives; indicate how City funds were spent, and detail the results of the Chamber's efforts on behalf of the City during the preceding quarter. On or before December 1, 2022, the Chamber shall deliver to the City an annual report with the above information for the entire grant period.
 - d. The Chamber shall have internal controls adequate to safeguard the grant.
 - e. If the grant cannot be used or a subsequent audit reveals the grant was not used according to the terms and conditions of this contract, any money not so used shall be reimbursed to the City.
 - f. On or before April 30, 2022, the Chamber shall provide an audit for the Contract term, by a certified or duly licensed public accountant, of the expenditure of the grant. In the alternative and subject to the prior written approval of the City Manager and Budget Director, the Chamber may submit qualifying paid invoices in lieu of a certified audit.
 - g. The Chamber gives the City the right, until the expiration of three (3) years after expenditure of funds under this agreement, to audit the use of the grant monies. Upon demand, the City shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the Chamber involving transactions related to these grant monies. 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 funds.
 - h. The Chamber is and shall be an independent contractor, responsible to all parties for all its acts or omissions and the City shall in no way be responsible for such acts or omissions. The Chamber shall and will indemnify and hold harmless the City from and against any and all liability, claims, damages, expenses, fees, fines, penalties, suits, proceedings, and actions and costs of actions, including reasonable attorney's fees, of any kind and nature arising or

growing out or in any way connected with the use, occupations, administration or control of above services by the Chamber or its agents, employees, customers, patrons or invitees, or resulting from any injury to person or property, or a loss of life or property of any kind or nature whatsoever sustained during the term of this Agreement. The Chamber hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification provided herein.

- i. The Chamber agrees to comply with all local, state, and federal laws, rules, and regulations.
- j. All publications, media productions and exhibit graphics produced by the Chamber to facilitate small business development in the City of Port St Lucie shall include the following statement: Sponsored in part by the City of Port St. Lucie.
- k. Either party may terminate this contract with cause upon thirty (30) days written notice to the other provided that the party allegedly violating the contract shall have a reasonable opportunity to cure the alleged violation, provided however the Chamber shall reimburse the City for all unencumbered funds or funds expended or encumbered in conflict with Chamber's application, as of the date of termination notice.
- l. Any notice shall be in writing and sent registered or certificated mail, postage, and charges prepaid, and addressed to the parties at the following address.

To the City:
City Manager
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984
(772) 873-5163

With a Copy to:
City Attorney
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871-5294

To the Chamber:
St Lucie County Chamber of Commerce, Inc.
2937 W Midway Road
Fort Pierce, FL 34981

3. The parties agree that the City's liability in all instances shall be limited to the monetary limits set forth in Sec. 768.28, Florida Statutes. Nothing contained in this agreement or related documents shall be deemed a waiver of the City's sovereign immunity, whether by contract or by law.
4. The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Chamber shall comply with Florida's Public Records Law for this grant.

CHAMBER'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119,
FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Chamber agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. 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](#).
2. During the term of the contract, the Chamber shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
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. Chamber's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
4. The Chamber agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. The Chamber may also be subject to penalties under Section 119.10, Florida Statutes should it fail to provide the public records to the City within a reasonable time.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public 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 contract term and following completion of the contract if the Chamber does not transfer the records to the City. Data, programs, or supporting documentation that is a trade secret as defined in s. 812.081, F.S., that is held by an agency, and that resides or exists internal or external to a computer, computer system, computer network or electronic device is confidential and exempt from s. 119.07(1), F.S.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Chamber, or keep and maintain public records required by the City to perform the service. If the Chamber transfers all public records to the City upon completion of the contract, the Chamber shall destroy any duplicate public records that are exempt or confidential and exempt from public

records disclosure requirements. If the Chamber keeps and maintains public records upon completion of the contract, the Chamber shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

IF THE CHAMBER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CHAMBER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
pr@cityofpsl.com**

5. No amendment, modification or waiver of this Contract shall be valid or effective unless in writing and signed by both parties and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other conditions or subsequently provides any forms for contract modification, Chamber agrees to use said forms.
6. Except as otherwise provided, this agreement shall be binding upon and shall inure to the benefit of the parties.
7. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be in the Nineteenth Judicial Circuit for St Lucie County, Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

This contract embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations or agreements, wither verbal or written, between the parties hereto.

[SIGNATURES ON FOLLOWING PAGES]

CITY OF PORT ST. LUCIE

Witness
Print Name: _____

By: _____
Russ Blackburn
City Manager

Witness
Print Name: _____

STATE OF FLORIDA)
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me **by means of** **physical presence**
or **online notarization**, on this ____ day of _____, 2021, by Russ
Blackburn, the City Manager of the City of Port St. Lucie, a Florida municipality. He is personally
known to me.

Notary Public

Typed printed or stamped name of Notary Public

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

James Stokes
City Attorney

CHAMBER:
St Lucie County Chamber of Commerce, Inc.

By: _____
Terrisa Aronson, Chamber President

Witness
Print Name: _____

Witness
Print Name: _____

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me **by means of** **physical presence**
or **online notarization**, on this ____ day of _____, 2021, by
_____ as _____ for the St Lucie County
Chamber of Commerce, Inc., a Florida corporation who is either personally known to me [] or
has produced his driver's license as identification.

Notary Public

Typed printed or stamped name of Notary Public