

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

**AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE AND
THE ECONOMIC DEVELOPMENT COUNCIL OF ST LUCIE COUNTY, INC.**

THIS AGREEMENT, made this ____ day of _____, 2021, between the City of Port St Lucie, a Florida municipal corporation, hereinafter called the "City", and the Economic Development Council of St Lucie County, Inc., a Florida not-for-profit corporation, and its successors, executors, officials, administrators, and assigns hereinafter called the "Council":

WITNESSETH:

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

1. The Council is a private organization originally created by the St. Lucie County Chamber of Commerce to encourage economic development in St. Lucie County; and
2. The City will continue to use its own resources to facilitate and encourage economic development in the City; and
3. Nothing in this Agreement is intended to delegate any of the City's authority to encourage economic development to the Council. In addition, nothing in this Agreement is intended to provide the Council with an integral part in the City's decision-making process concerning approval of economic development initiatives in the City. The parties do not intend that the Council will act on behalf of the City in facilitating and encouraging economic 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 annually to the Council a grant in the amount of ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$150,000.00) per fiscal year (hereinafter, the "City Grant"). The term of this Agreement during which the annual City Grant shall be paid to the Council shall be for a total of three (3) years (the "Agreement Term"). The Agreement Term shall commence on October 1, 2021 and terminate on October 1, 2024, unless otherwise extended by written mutual agreement of the parties hereto. The annual payment of the City Grant shall be made within thirty (30) days of the City's receipt and acceptance of the Council's interim

report showing that the Council is meeting the goals and objectives of the City, as set forth in Paragraph 2, which justify the issuance of the City Grant.

2. The funds from the City Grant shall be used toward the Council's costs in its efforts to facilitate economic development in the City of Port St. Lucie (hereinafter "PSL"). The goals and objectives for the Council's economic development efforts in connection with the City Grant shall include the following:
 - a. The Council shall aggressively market relocation opportunities in PSL to target businesses. To accomplish this goal, the Council shall establish a marketing program in conjunction with the City to seek these targeted businesses.
 - b. The Council shall aggressively market the retention and expansion of existing businesses located in the City.
 - c. During the Agreement Term, the Council shall deliver to the City interim reports bi-annually with the first interim report delivered to the City on or before June 30th of each year, and the second bi-annual interim report being due to the City on or before January 31st of each year. Such bi-annual reports shall analyze the Council's activities relative to the City's goals and objectives of promoting economic development within PSL, indicate how City funds were spent, and detail the results of the Council's efforts on behalf of the City during the preceding quarter. On or before December 1, 2024, the Council shall deliver to the City a final report with the above information for the entire grant period.
 - d. The Council 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 30th of each year during the Agreement Term, the Council shall provide an audit for the preceding year of the expenditures of the City Grant and said audit shall be prepared by a certified or duly licensed public accountant. In the alternative, and subject to the prior written approval of the City Manager and Budget Director, the Council may submit qualifying paid invoices in lieu of a certified audit.
 - g. The Council 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 Council 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. This Agreement and documents related to performance of this agreement may be subject to disclosure under Chapter 119, Florida Statutes.

- h. The Council 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 Council 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 Council 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 Council hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification provided herein.
- i. The Council agrees to comply with all local, state, and federal laws, rules, and regulations.
- j. All publications, media productions and exhibit graphics produced by the Council to facilitate economic development in PSL 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 terms of the Agreement shall have a reasonable opportunity to cure the alleged violation, provided however the Council shall reimburse the City for all unencumbered funds or funds expended or encumbered in conflict with Council's application, as of the date of termination notice. Additionally, the parties understand that in the event of a Force Majeure Event, as defined herein, the City's failure to deliver any payment of the City Grant shall not be deemed a default or violation of this Agreement and the City may elect to terminate this Agreement following delivery of 30-written notice and the Council shall not be responsible for reimbursing the City for any or all funds paid prior to the date of the termination notice. As used herein, a "Force Majeure Event" shall be defined as an event, through no fault of the City, whereby the City has formally adopted a resolution requiring the redirection of funds for the City Grant that were intended and obligated to be monies to be paid to the Council under this Agreement.
- l. Any notice shall be in writing and sent by registered or certified mail, postage, and charges prepaid, and addressed to the parties at the following addresses.

To the City:
City Manager
121 SW Port St. Lucie Blvd

With a Copy to:
City Attorney
121 SW Port St. Lucie Blvd.

Port St. Lucie, FL 34984
(772) 873-5163

Port St. Lucie, FL 34984
(772) 871-5294

To the Council:
Economic Development Council of St Lucie County, Inc.
P.O. Box 881358
Port St Lucie, FL 34988

3. No amendment, modification or waiver of this Agreement shall be valid or effective unless in writing and signed by both parties and no waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other conditions.
4. Except as otherwise provided, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto.
5. In the event it is necessary for either party to initiate legal action regarding a breach or default under this Agreement, 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.
6. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, whether verbal or written, between the parties hereto.

[SIGNATURES ON FOLLOWING PAGES]

[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

COUNCIL:
Economic Development Council of St Lucie County, Inc.

By: _____

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 Economic
Development Council of St Lucie County, 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