

Interlocal Agreement for Small Business Consulting Services between the City of Port St. Lucie and the District Board of Trustees of Indian River State College

This INTERLOCAL AGREEMENT for Small Business Consulting Services (“Agreement”) dated this __ day of ____, 2023, is made by and between the City of Port St. Lucie, a Florida municipal corporation (the “City”) and the District Board of Trustees of Indian River State College, a political subdivision of the State of Florida (“IRSC”).

WITNESSETH:

WHEREAS, the Florida Small Business Development Center (“SBDC”) at IRSC has provided entrepreneurial training, business technical assistance, and access to professional resources to potential and existing Port St. Lucie business owners for more than 15 years; and

WHEREAS, the City is the 7th largest city in Florida with over 224,000 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 purpose of this Agreement is to set forth the services IRSC will undertake in the City in exchange for funding provided by the City of Port St. Lucie to IRSC; and

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities.

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

1. **Recitations; Authority.**
 - a. The recitations and findings set forth above are true and correct and are incorporated herein by reference.
 - b. This Interlocal Agreement for Consulting Services is entered into pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes.

2. **City Responsibilities.**
 - a. The City of Port St. Lucie will contribute a maximum of \$35,000 per year to reimburse IRSC for costs associated with providing full-time and \$36,000 per year for a part-time consultant that provides the services to the City set forth in Section 3 of this Agreement. The payment shall be made to IRSC on (October 1st) of each year this Agreement is effective. IRSC shall provide documentation

to the City sufficient to demonstrate the costs incurred by IRSC 45 days prior to (October 1st). If the annual costs are less than \$35,000 for the full-time consultant and \$36,000 per year for the part-time consultant, the City shall only pay IRSC for the actual annual costs incurred.

3. **IRSC Responsibilities.**

- a. IRSC will provide both one (1) full-time professionally certified consultant and one (1) part-time professionally certified consultant, whose services are dedicated to small businesses located within the City of Port St. Lucie. Both consultants are expected to:
 - i. Individually counsel small business owners and would-be entrepreneurs. Present group training programs on a variety of business topics specifically tailored to the needs of City businesses.
 - ii. Conduct a variety of outreach activities including participating in appropriate trade shows, making public presentations on business topics, and serving on appropriate boards and committees. Engage in a variety of professional development programs to enhance business management skills and to keep current on small business development resources and tools.
 - iii. Perform all required administrative functions including those reporting requirements prescribed by IRSC and the City.
- b. IRSC will employ both appropriately qualified consultants who will be employed on a 12-month contract basis and paid by IRSC.
- c. Both consultants will be supervised by the Regional Director of the SBDC at IRSC, who is responsible for the SBDC at IRSC operations along the Treasure Coast.
- d. Both consultants will be housed in the City of Port St. Lucie on the Pruitt Campus of Indian River State College in St. Lucie West.
- e. Programmatic oversight of the consultants shall be provided by IRSC based on standards provided by the Florida Small Business Development Center Network, the Association of Florida Small Business Development Centers and the U.S. Small Business Administration.
- f. IRSC will provide records and metrics on a quarterly basis to the City, or any third party the City designates. The records and metrics shall include: the number of clients consulted, hours of consulting, and number of workshop & attendees, to client jobs created and retained, capital investment made, and sales increased.
- g. IRSC will collaborate, cooperate, and liaise with all entities and organizations involved in economic development, or supporting small businesses to create synergies that will benefit the businesses, government, and taxpayers of the City of Port St. Lucie.
- h. To the extent permitted by law, IRSC shall indemnify, defend, save, and hold harmless the City, its elected officers, agents, servants, representatives, and employees, from and against any and all claims, demands, suits, losses, and liabilities of any nature whatsoever, including but not limited to reasonable

attorney's fees and other litigation expenses, arising out of, because of, or due to any misconduct, negligent act, error, or omission of IRSC, its elected officers, agents, servants, representatives, consultants, or employees, in the performance of this Agreement. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, or of any defense available to any agency. Nothing herein shall be construed as consent by any party to be sued by third parties in any matter, whether arising out of this agreement or any other contract. This paragraph shall survive the termination or expiration of this Agreement.

- i. Additional consulting services and support delineated in **Addendum "A"**, which is attached hereto and incorporated herein by reference, shall be provided.
- j. Insurance Obligations.

IRSC 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 IRSC are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by IRSC 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 - IRSC 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 IRSC is a qualified self-insurer in the State of Florida, subject to FSS 768.28. In the event IRSC 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.

Commercial Automobile Liability Insurance - The City recognizes that IRSC is a qualified self-insurer in the State of Florida, subject to FSS 768.28. In the event IRSC 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 IRSC 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 IRSC to ensure that all independent contractors and subcontractors comply with the same insurance requirements referenced herein. It will be the responsibility of IRSC 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 IRSC 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.**

- a. **Term.** The term of this Agreement is for three (3) consecutive one-year periods, 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. **Resolution of Disputes.** Prior to initiating litigation regarding any dispute arising under this Agreement, the parties shall submit the dispute to the conflict resolution procedures provided by the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes.
- c. **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 IRSC:
Grants Department
Indian River State College
3209 Virginia Ave.
Fort Pierce, Florida 34981-5541

Florida SBDC at IRSC
Regional Director
Indian River State College
3209 Virginia Ave.
Fort Pierce, Florida 34981-5541

Regional Director Florida SBDC at IRSC

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.

- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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.

- j. 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. IRSC 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. IRSC'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.
 - 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 IRSC. 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. IRSC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
 - h. IRSC'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 IRSC 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 IRSC fails to provide the public records to the City within a reasonable time, IRSC may be subject to penalties under Section 119.10, Florida Statutes.
- k. Audit. Right of Audit; Reimbursement. IRSC 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 IRSC 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 IRSC used the City Funds in violation of this Agreement, IRSC agrees to reimburse the City for the amount of the funds improperly used within 30 days of demand by the City.
- l. Filing. This Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, Florida, for recording in the public records of the County.
- m. 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.
- n. Assignment. Neither IRSC or the City may assign this Agreement or subcontract performance without written consent of the other.
- o. 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.
- p. Nondiscrimination. IRSC shall not discriminate on the basis of race, age, religion, color, gender, national original, marital status, disability or sexual orientation
- q. 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.

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 of Witness
Print Name: _____

Signature of Witness
Print Name: _____

CITY OF PORT ST. LUCIE
a Florida municipal corporation

By: _____

Print Name: _____

Title: _____

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 _____ day of _____, 20____, by _____ who is [] personally known to me, or who has [] produced the following identification:

_____.

Signature of Notary Public

Print Name of Notary Public
Notary Public, State of Florida
My Commission expires _____

NOTARY SEAL/STAMP

Signed, sealed and delivered
in the presence of:

DISTRICT BOARD OF TRUSTEES
OF INDIAN RIVER STATE
COLLEGE
For the Florida SBDC at
Indian River State College

WITNESSES

Cynthia Bruin
Signature of Witness
Print Name: Cynthia Bruin

Ashley Days
Signature of Witness
Print Name: Ashley Days

By: [Signature]
Print Name: Anthony D. George, Jr.
Title: Chair, Bd. of Trustees

NOTARIZATION AS TO DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE'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 10th day of June, 2023, by Anthony D. George Jr.
who is personally known to me, or who has produced the following identification:



Suzanne Parsons
Signature of Notary Public
Suzanne Parsons
Print Name of Notary Public
Notary Public, State of Florida
My Commission expires 10-14-23

Addendum A.

Beyond access to a full-time business consultant, Port St. Lucie small business owners and operators will have access to additional resources provided by the Florida SBDC at IRSC, including:

- **Entire consulting staff of the Florida SBDC at IRSC specializing in:**
 - **Government Contracting** – through a partnership with the Florida PTAC (Procurement Technical Assistance Center) the SBDC at IRSC specialist can help a Port St. Lucie small business –
 - Understand the basics of contracting
 - Connect with customized bid opportunities
 - Apply for specialty business certifications – Veteran Owned, Minority Owned, Women Owned, etc.
 - Review solicitations and proposal documents
 - **Growth Acceleration** – SBDC at IRSC specialist can assist a Port St. Lucie based small business with –
 - Understand current and new markets
 - Assess cost structures, budgets and financial situation to uncover hidden profits
 - Recognize the issues necessary to create sustainable growth and access capital
 - Evaluate and implement detailed parts of the business plan
 - **Capital Access** – SBDC at IRSC capital access specialists will assist a City of Port St. Lucie small business in locating, preparing, and obtaining financing by –
 - Identifying appropriate sources
 - Reviewing a business plan from a lender’s perspective
 - Conducting a financial analysis
 - Assisting to develop or refine a professional loan package
 - Providing options of business valuations and more
 - **International Trade** – Florida SBDC at IRSC international trade specialist can assist a Port St. Lucie small business with –
 - Determining licenses
 - Compiling market research
 - Understanding requirements
 - Preparing an export marketing plan – This nationally-recognized scholarship program, provided in partnership with Enterprise Florida and

the U.S. Commercial Service, offers target market recommendations, overseas trade opportunities and an action plan for market entry. Business must qualify for EMP program.

Industrial and Market Research Data Bases –

- **City of Port St. Lucie small businesses will have access to all SBDC at IRSC industry & market research databases including:**
 - **ReferenceUSA** – is a market research database with detailed information on 14 million+ U.S. businesses, 262 million U.S. consumers and their lifestyles, and international companies. Map-based geography searches and neighborhood data make this a useful tool in researching target markets and the competition.
 - **IBISWorld** – is a comprehensive collection of economic, demographic, and government data reports to help identify business operating risks and opportunities across 1,300+ industries. Industry reports include detailed performance data and analysis on the market; procurement analysis; supply chain information; forecasts; operating strengths and weaknesses; analysis of external drivers; major-player market strategies; and industry profit and costs benchmarks.
 - **Bid Match** – government contracting consultants can offer free access to this resource to identify business opportunities, access solicitations and win more contracts. Qualified clients receive e-mail notifications of bid opportunities for specific products and services from over 800 federal, state and local bid-posting sites.
 - **BizMiner** – provides industry reports that track 9,000 lines of business at local and national levels. This tool also provides access to industry financial ratios and industry market statistics, offering industry financial analysis benchmarks for over 5,000 lines of business and industry market trends on thousands more to help clients establish business goals and benchmarks.