

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

**ANNUAL 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 _____, 2025, 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":

W I T N E S S E T H:

WHEREAS, the Chamber is a private organization originally created in 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

WHEREAS, the City previously entered into a service agreement with the Chamber on September 13, 2021, for a term period of October 1, 2021, through September 30, 2022; and

WHEREAS, the City disbursed the Business Beginnings Program Grant ("Grant Monies") during the term periods of October 1, 2022, through September 30, 2023, and October 1, 2023, through September 30, 2024, and October 1, 2024, through September 30, 2025, with sufficient audits having been delivered to the City, confirming Chamber's appropriate use of grant funds; and

WHEREAS, the City entered into a service agreement with the Chamber on September 23, 2024, for a term period of October 1, 2024, through September 30, 2025, which also served to ratify the disbursement of funds from October 1, 2022, through September 30, 2024, pursuant to the same terms and conditions of the agreement executed on September 23, 2024; and

WHEREAS, this agreement shall also serve to ratify the disbursement of funds from October 1, 2025, through September 30, 2026, pursuant to the terms and conditions of this agreement; and

WHEREAS, the City will continue to use its own resources to facilitate and encourage small business development in the City; and

WHEREAS, nothing in this Agreement is intended to delegate any of the City's authority to encourage small business development to the Chamber; and

WHEREAS, 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; and

WHEREAS, 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.

NOW THEREFORE, in consideration of the mutual benefits received by each party, the parties mutually agree as follows:

1. **Term:** The Term is for period of October 1, 2025, through and including September 30, 2026 ("Term").
2. **Grant Funding:** City shall disburse Grant Monies in the amount of fifty thousand (\$50,000) dollars to the Chamber. Payment shall be made within thirty (30) days of the City's receipt and acceptance of the Chamber's Interim Reports, as outlined in Section 3, showing that the goals and objectives of the grant are being met.
3. **Scope:** 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 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. Individual marketing campaigns shall include a listing of respective date(s) and business(es) and be included in the Interim Report.
 - b. The Chamber will outreach to realtors and local business owners, which includes annual mailings to all City businesses in commercial locations. A full listing of businesses as identified in this section shall be included in the Interim Report.
 - c. The Chamber shall deliver to the City interim reports on or before March 31, 2026, and September 30, 2026. 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, 2026, 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 Monies.

- 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 agreement, any money not so used shall be reimbursed to the City.
 - f. On or before April 30, 2027, the Chamber shall provide an audit for the Agreement 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 therefrom are resolved, or until the expiration of three (3) years after the expenditure of the funds. Such terms do not absolve Chamber of its audit requirements in section 11 of this agreement.
 - h. 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.
4. **Contractual Relationship; Indemnification:** 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.
5. **Compliance with Laws:** The Chamber agrees to comply with all local, state, and federal laws, rules, and regulations.
6. **Termination:** Either party may terminate this agreement with cause upon thirty (30) days written notice to the other provided that the party allegedly violating the agreement 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. The City, in its sole discretion, may terminate this Agreement at any time without cause by providing at least thirty (30) days prior written notice to the Chamber. Following termination for convenience, 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.

Chamber acknowledges that the City's performance under this Agreement is contingent upon an annual appropriation by City Council. Chamber agrees, in the event such appropriation is not forthcoming, this Agreement may be terminated by the City effective the last date for which funding was appropriated and that no charges, penalties, or other costs shall be assessed.

7. **Notice:** 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:
Chamber President
St. Lucie County Chamber of Commerce, Inc.
2580 Rhode Island Avenue
Fort Pierce, FL 34947

8. **Sovereign Immunity:** 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.
9. **Insurance:** The Consultant 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 Agreement, 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 Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under the Agreement.

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

Agreement 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 Agreement.

Workers' Compensation Insurance & Employer's Liability: The Consultant 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. 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 Consultant 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

Additional Insured: An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. 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 consultants 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.

Except as to Workers' Compensation and Employers' Liability, and Professional Liability Insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Agreement 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 shall be listed as additional insured and shall include Agreement [ANNUAL SERVICE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE AND THE ST LUCIE COUNTY CHAMBER OF COMMERCE, INC.]." Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days 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 Agreement to exceed the above limits, the Consultant 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.

Professional Liability Insurance: Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but is not obligated, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Consultant warrants the retroactive date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, Consultant shall agree to purchase a SERP with a minimum reporting period not less than four (4) years.

Waiver of Subrogation: By entering into this Agreement, Consultant agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss Agreement to waive subrogation without an endorsement, then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Agreement. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but is not obligated, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Consultant to ensure that all independent consultants and sub-consultants comply with the same insurance requirements referenced herein. It will be the responsibility of the consultant to obtain Certificates of Insurance from all independent consultants and subconsultants listing the City as an Additional Insured without the language "when required by written agreement." If consultant, independent consultant 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 consultant/independent consultant/subconsultant.

The Consultant may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

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 Agreement. 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 is not obligated, to review and request a copy of bidder's most recent annual report or audited financial statement.

A failure on the part of the Consultant to execute the Agreement and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

10. **Public Records:** Consultants and any subcontractor shall comply with section 119.0701, Florida Statutes. Chamber and any subcontractor are to allow public access to all documents, papers, letters, or other material made or received by Chamber in conjunction with the Agreement, unless the records are exempt from Article I, section 24(a), Florida Constitution and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

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. 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 as follows:

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 agreement, the Chamber shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this agreement. 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 Agreement 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 agreement.
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 Ch. 119, Florida Statutes, 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 agreement term and following completion of the agreement 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 agreement, 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 agreement, 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 agreement, 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

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

11. **Amendments:** 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 or subsequently provides any forms for agreement modification, Chamber agrees to use said forms.
12. **Audit:** The Chamber shall establish and maintain a reasonable accounting system that enables the City to readily identify the Chamber's assets, expenses, costs of goods, and use of funds throughout the term of the Agreement for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; agreement amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Chamber shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and

created records, or other records relating or pertaining to this Agreement kept by or under the control of the Chamber, including, but not limited to, those kept by the Chamber, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Chamber's office or place of business. The Chamber shall not impose a charge for audit or examination of the Chamber's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Chamber for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Chamber's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Chamber. Evidence of criminal conduct will be turned over to the proper authorities.

The Chamber shall also ensure the City has these rights with Chamber's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Chamber and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Chamber's obligations to the City.

13. **Law and Venue:** In the event it is necessary for either party to initiate legal action regarding 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.
14. **Assignment:** Chamber shall not delegate, assign, or subcontract any part of the work under this Agreement or assign any monies due him hereunder without first obtaining the written consent of the City. If an entity purchases all or substantially all of Chamber's assets, Consultant merges, or Consultant's parent company merges, with another entity, then it shall immediately notify the City of such action.
15. **Non-exclusivity:** Chamber acknowledges and agrees that this Agreement is non-exclusive.
16. **Entire Agreement:** 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, wither verbal or written, between the parties hereto. Except as otherwise provided, this agreement shall be binding upon and shall inure to the benefit of the parties.

CITY OF PORT ST. LUCIE

Witness

Print Name: _____

Address: _____

By: _____

Jesus Merejo

City Manager

Witness

Print Name: _____

Address: _____

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 _____, 2025, by Jesus Merejo,
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

Richard Berrios
City Attorney

ST. LUCIE COUNTY CHAMBER OF
COMMERCIE, INC.

[Signature]
Witness

By: [Signature]
Terissa Aronson, Chamber President

Print Name: megan franklin
Address:
5430 NW Arrowhead Ter
Port St. Lucie, FL 34986

Bianey Gamez [Signature]
Witness

Print Name: Bianey Gamez
Address:
1014 Gatewood Ave.
Fort Pierce, FL 34982

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me **by means of ☒ physical presence**
or ☐ online notarization, on this 2nd day of December, 2025, by
Terissa Aronson as CEO/President 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.

[Signature]
Notary Public

April R. Nelson
Typed printed or stamped name of Notary Public

