GRANT AWARD
TO THE
BUSINESS DEVELOPMENT BOARD OF MARTIN COUNTY, INC.
BY THE CITY OF STUART

THIS GRANT AWARD is made and entered into this 11TH day of March, 2019, to the **BUSINESS DEVELOPMENT BOARD OF MARTIN COUNTY, INC.**, (hereinafter referred to as "Board") a Florida not-for-profit organization, doing business at 1002 SE Monterey Commons Boulevard, Suite 203, Stuart, Florida 34996, by the **CITY OF STUART**, (hereinafter referred to as the "City"), a Florida municipal corporation, with offices at 121 SW Flagler Avenue, Stuart, Florida 34994.

WHEREAS, the Business Development Board, is recognized by the State of Florida as the official Economic Development organization for Martin County; and

WHEREAS, the City recognizes the Board as an organization which promotes economic development and prosperity in Martin County; and

WHEREAS, the Board is responsible in providing assistance to existing businesses, while attracting new businesses to the City; and

WHEREAS, the Board is funded through proceeds generated by the filing of business tax licenses; and

WHEREAS, businesses within the City of Stuart generate a majority of the business tax licenses purchased from the County, and those businesses already pay an attributable share of the funding for the Business Development Board; and

WHEREAS, the City Commission desires to provide an additional incentive to promote and generate new business within the City limits, and has therefore allocated $25,000 for special projects and programs within the City.

NOW THEREFORE, in consideration of the promises and mutual agreements contained herein, the parties agree as follows:

1. **Grant Award.** City agrees to provide a reimbursement grant to the Business Development Board of Martin County in an amount not to exceed $25,000, as provided herein.

2. **Joint Review of Projects in the City.** The parties shall meet and review economic development project(s) as proposed by the Board or by the City, as provided herein:

a. **Technical Assistance.** Funds may be paid by the City to the Board for technical assistance services, including but not limited to data gathering and analysis, recruitment for targeted and non-targeted businesses (particularly small and medium size businesses, hostility and retail), economic forecasting, the Small Business Development Center, identifying market

opportunities, access to Economic Development funding through Industrial Revenue Bonds, Enterprise Florida programs and similar funding sources, Workforce Training, inventory of vacant commercial space, mapping, site ready development, community branding, and any other mutually agreeable technical assistance; and

b. **Projects.** Funds may be paid by the City to the Board for discrete projects, including those designed to bring about the location of a new or expanded business within the City of Stuart; which may include site evaluation, environmental analysis, appraisals, surveys, and other site specific engineering or design work; or which provides and analysis of job or educational attributes needed to locate such businesses.

3. **Business Terms.** Funds paid by the City to the Board shall be subject to prior executed scopes of work and not-to-exceed estimates of cost, and identification and receipt of measurable economic development outcomes within the City of Stuart. The City Manager is authorized to approve expenditures for the purposes described in this Grant award. The Board, through its staff shall prepare and submit an annual written report of all activities performed as a part of this Grant. Such report shall be submitted to the City Manager within thirty (30) days of the end of any Grant year, or upon termination of the Grant.

4. **Grant Term and Termination.** This Grant award shall be in effect upon its execution, and prior to disbursement; must be associated with a scope of work, projects, programs, and/or activities approved by the City for the 2019 fiscal year. The City reserves the right to terminate this agreement and withhold any amount or entirety of this award for any or no reason given, provided that all approved and executed scopes of work have been reimbursed in accordance with the recitals provided herein.

5. **Effective Law, Jurisdiction, and Venue.** This Grant has been awarded, executed and delivered in Martin County, Florida, and shall be construed in accordance with the laws of the State of Florida, and jurisdiction and venue shall lie only in the state courts in and for Martin County, Florida.

6. **Amendment of Grant.** This Grant award shall not be amended, waived, or altered except by a written instrument properly executed by both parties.

7. **Binding Grant Award Agreement; No Third Parties.** This Grant and each of its agreements, covenants, contractual provisions, pledges, and deliverables shall be binding upon execution and shall inure only to the benefit of the public, and the parties hereto, and shall not be construed as benefitting any private third party, whatsoever.

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IN WITNESS WHEREOF, on the date first written above, the Board and the City have executed this Grant Award by the duly authorized undersigned officers.

ATTEST:

BUSINESS DEVELOPMENT BOARD OF MARTIN COUNTY, INC.

_____
EXECUTIVE DIRECTOR

_____
DAVID POWERS, CHAIRMAN

ATTEST:

CITY OF STUART, FLORIDA

_____
MARY KINDEL, CITY CLERK

_____
REBECCA S. BRUNER, MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
MICHAEL J. MORTELL, CITY ATTORNEY