2019 FISCAL YEAR SERVICE AGREEMENT
FOR STUART MAIN STREET

THIS AGREEMENT is made by and between the **CITY OF STUART, FLORIDA ("CITY"),** a Florida municipal corporation, the **COMMUNITY REDEVELOPMENT AGENCY** ("**AGENCY**"), and **STUART MAIN STREET ASSOCIATION, INC. ("SMS"),** a Florida non-profit corporation, for the purpose of promoting the economic, physical and aesthetic redevelopment and maintenance of the Stuart Main Street district, inconsideration of the terms and conditions described as follows.

1. **Recitals.** The recitals described above are incorporated herein by reference and are part of this Agreement.

2. **Public Purpose**. The allocation and expenditure of public funds herein provided are intended to serve clearly identifiable and concrete public purposes as the primary objective of this agreement, has a reasonable expectation that such public purposes will be substantially and effectively accomplished, and that the public funds provided herein are not to be used for the purpose of engaging in commercial enterprises for profit. The parties determine that the use of the public funds is intended to satisfy the "public purpose" principles established in O'Neil v. Burns, 198 So.2d 1 (Fla. 1967) and Florida Attorney General Opinion 75-221 (July 24, 1975)."

3. **Term.** This Agreement shall be effective on the date it is last signed by the undersigned parties and shall continue in effect through and including September 30, 2020. Thereafter, this Agreement may be renewed for two additional one (1) year periods based upon the fiscal calendar of the **CITY/AGENCY**, which fiscal year begins on October 1st of a given year and ends on September 30th of the following year. It is the intention of the parties that this agreement sunset on September 30, 2023.

4. **Responsibilities of the Respective Parties. Stuart Main Street** shall be responsible for the following:

    a. Provide the City an annual survey of all property owners and businesses that reside in the Main Street designated district. Including an inventory and data base repository of vacant properties in the Stuart Main Street District.
    b. Provide a copy of the SMS budget to the City Manager.
    c. Maintain “Main Street” State and National accreditation.
    d. Advertising the Stuart Main Street District, its brand, businesses, events and opportunities via all traditional media avenues, as well as social media and internet sites;
    e. Identify and apply for grants which support the historic downtown redevelopment district;
    f. Act as a liaison between the City, Downtown businesses and residents;
    g. Maintain an informational website, downtown social media and email contact lists.
    h. Collecting and disseminating data, providing assistance to various **SMS** and **CITY/AGENCY** committees and workshop groups, and attending various meetings relative to such tasks.

5. **Promotional Activities**. SMS shall be responsible for the following promotional activities:
    a. Manage and coordinate Rock'n Riverwalk on Sundays from 1-4 including hiring talent, coordinating equipment, permitting and alcohol sales if applicable.
    b. Manage and coordinate the Arts and Crafts show.
    c. Manage and coordinate a tree lighting ceremony and family festival per the city agreement with the Visiting Nurses Association.
    d. Manage and coordinate safe Halloween Trick or Treat alternative family event.
    e. Provide the City with an annual report of promotional activities, including a schedule of activities.

6. **Economic Vitality –** SMS shall provide an annual "Economic Vitality Report" which shall include an update of the information available regarding the "Main street district" which includes:
    a. Historic designations.
    b. Total floor space within the district and its usage.
    c. Property Tax analysis from year 2000 until the present.
    d. Vacancy rates and Market Rental Rate for Retail, office and hotel. Additionally housing costs for residential housing in the district.
    e. Number of current businesses with supporting data regarding closed and open business for prior years.
    f. Maintain a downtown directory of businesses within the SMS district boundary.

7. **Downtown Design and Improvement.** SMS shall identify a minimum of one key downtown improvement project per contract year. It shall provide a summary of the project and identify the following:

    a. How will the project enhance the quality of the urban fabric?
    b. How will the project improve the streetscape of the downtown?
    c. How does the project support the aims of the Community Redevelopment Plan?
    d. Identify key elements of the project which reflect the character of the City of Stuart.

8. **Miscellaneous. SMS shall:**

    a. Obtain and maintain at its sole expense, all applicable licenses, permits and certificates which are necessary to discharge **SMS**'s duties under this Agreement.
    b. Be solely responsible for paying all costs relative to the discharge of its duties under this Agreement, except as otherwise indicated herein.
    c. Comply with all applicable federal, state, and local laws, rules, and regulations.
    d. Submit to the City Manager or designee, a Semi-Annual report on April 15th and a year-end report on October 15th, in each year that this Agreement is in effect, which shall contain:
        i. A financial report detailing revenues and expenditures for both the quarter and year to date, and a balance sheet detailing assets and liabilities as of the last day of the reporting period.
        ii. A status report on the progress of each item described in *Responsibilities of the Respective Parties*.
        iii. A membership report detailing the current membership of **SMS**.

9. For the services rendered above, the **CITY/AGENCY** shall pay to SMS, Seventy Thousand ($70,000.00) dollars. Such payments shall be considered a fee for service and are not to be intended to create a Joint Venture or Partnership between the agencies. Stuart Main Street is solely responsible to provide for its administrative duties required to maintain a Main Street presence including staffing, an office, and operating costs.

10. **Board Appointment.** The City Manager shall be entitled to appoint one (1) member to the Board of Directors of Stuart Main Street.

11. **Termination of Agreement.** Either party may terminate this Agreement without cause upon giving the other party at least sixty (60) days prior written notice of the intention to terminate this Agreement.

12. **Relationship of Parties.** Neither the **CITY/AGENCY** (including any of its elected or appointed officers, employees, agents or other representatives) nor Stuart Main Street (including any of its directors, officers, employees, agents or other representatives) are the employee, agent, or other representative of the other party; and all activity performed by either party pursuant to and in furtherance of this Agreement, whether directly or indirectly related to this Agreement, shall constitute the separate and independent act of the respective party performing said act.

13. **Liability and Indemnification.** Stuart Main Street shall fully defend, indemnify, save, and hold the **CITY/AGENCY** (including its elected and appointed officers, employees, agents, and other representatives) harmless from and against all suits, action, claims, proceedings, demands, or liability of any nature whatsoever (including attorney's fees through and including all appeals), arising from injury, loss, or damage to any person or property, which is directly or indirectly caused by or results from any act or negligence of Stuart Main Street (including its directors, officers, employees, agents and other representatives).

14. **Relationship.** This agreement shall not construe any rights or obligations between or onto the parties that are not expressly authorized herein. This agreement shall not create an agency relationship. This agreement does not authorize Stuart Main Street to act on behalf of the City of Stuart or the Community Redevelopment Agency without express written authority. Stuart Main Street shall act solely as an independent contractor, and as such, shall control in all matters its mission, hiring practices, marketing or any other ventures undertaken. Nothing herein contained shall be construed to create the relationship of employer and employee between the City of Stuart and Stuart Main Street or any of its agents, members, employees or designees.

15. **Assignment.** Neither this Agreement nor any part thereof may be assigned to any other person or entity without the prior written consent of the City Commission.

16. **Sovereign Immunity.** The **CITY/AGENCY** expressly retains all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the **CITY/AGENCY**.

17. **Complete Agreement.** This Agreement constitutes the entire and complete agreement by and between the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

18. **Amendments.** This Agreement may not be amended unless such changes are reduced to writing, which amendments must be approved by the City Commission, and signed by both parties.

IN WITNESS WHEREOF, on the date first written above, Stuart Main Street and the City/Agency have executed this Service Agreement by the duly authorized undersigned officers.

ATTEST:

STUART MAIN STREET ASSOCIATION, INC.

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_____
NIK SCHROTH, President

ATTEST:

CITY OF STUART, FLORIDA

_____
MARY R. KINDEL, CITY CLERK

_____
REBECCA S. BRUNER, MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, CITY ATTORNEY