

MEMORANDUM OF UNDERSTANDING
Between the
**CITY OF FORT LAUDERDALE ECONOMIC AND COMMUNITY
INVESTMENT DIVISION and the UNIVERSITY OF WEST FLORIDA**

A. Purpose / Term

1. This Memorandum of Understanding (MOU) is to describe the roles and relationship between the City of Fort Lauderdale (City) Economic and Community Investment Division (ECI) and University of West Florida, Small Business Development Center (SBDC) to develop a “Business Development Pilot Program” (Program) to enhance the capacity of businesses in the City.
2. This MOU supports activities, which aim to assist in creating and implementing the Program. This MOU will outline specific expectations of the City and SBDC.
3. This MOU represents a non-binding expression of intent between the parties to work together to provide the Program for the City of Fort Lauderdale, its residents, and its businesses.
4. This MOU shall run for six months. It will commence June 15, 2017 and terminate on December 14, 2017.

B. Background

In response to the City’s Economic Development Advisory Board and the business community, the City and SBDC are collaborating to address the expressed need of business owners in the city to have access to high value opportunities for engagement and learning to grow their businesses.

SBDC is designated by the State of Florida as the principal provider of small business assistance. SBDC has more than 40 partner centers providing business development services to all 67 counties in the State of Florida. The SBDC provides in-depth, substantive, long-term outcome-oriented business development assistance to emerging and established businesses in order to promote growth, expansion, innovation, increased productivity, and management improvement.

C. Collaborative Objectives and Acknowledgments

1. The City and SBDC agree their alignment of objectives and the expertise of each party facilitates an opportunity for cohesive and collaborative efforts to deliver a valuable economic development service to the community by educating the City’s small businesses in best business practices.
2. The City and SBDC collaboration is critical to the creation and delivery of the Program and jointly agree that through shared talent and resources, service may be delivered smarter, faster, and cheaper and there will be greater opportunity for achieving the objectives set forth by this MOU.

3. Therefore, it is prudent to establish a concrete and broad understanding of the non-binding of the relationship between the City and SBDC.

D. Working Agreement

This MOU establishes a working collaboration between the City and SBDC to collaborate on the development and delivery of the Program. To facilitate this collaboration, the parties agree to share experiences, community/business needs assessments, training strategies, and other relevant expertise.

1. The Parties agree to use their best efforts to reach the desired outcomes of this MOU;
2. The Parties acknowledge the MOU and agree to jointly and separately promote their participation in this initiative. The City and SBDC will be recognized as collaborative agencies, by description and through the use of logos, in providing the workshops and services included in the Program. Parties will provide a link to the other party on their website and provide coordination and cooperation in promoting specific Program events;
3. The Parties agree to collaborate on the design and content of Program materials;
4. The Parties agree to provide a referral to the other party when applicable;
5. The Parties agree to support the implementation of the Program in a manner that is in the best interest of economic development and the City's businesses;
6. The City and SBDC will each be responsible for its cost and staffing needed to provide the workshops and services included in the Pilot Program;
7. The involvement, participation, and contributions of City and SBDC are acknowledged as being without prejudice to any statutory or non-statutory functions, duties, or responsibilities;
8. The City and SBDC ensure that workshops and services provided in the Program will be conducted in compliance with all applicable Federal and State laws, rules, and regulations;
9. Neither the City nor SBDC shall share confidential information, including names of clients or workshop attendees without the clients written consent; Notwithstanding the City must comply with its Public Records laws and must disclosed documents or information which are not exempt or confidential; and,
10. Neither the City nor SBDC shall share proprietary or organizational information.

The primary activities of the collaboration will be:

1. **Targeted Education:** The establishment and presentation of business workshops that collectively will be the basis for a certificate of completion and recognition from the City.
 - Certification “A” will provide a solid foundation on which new and start-up businesses can grow. This certification will be a combination of programs presented by SBDC, with potential topics that may include: Creating a Business Plan; Developing a Budget and Financial Plan; Effective Employee Selection; Customer Service; and Developing a Sales Strategy.
 - Certification “B” is a series of executive level workshops for established businesses (roughly defined as a company in business for 2+ years, with gross revenue of +\$250,000). These sessions presented by SBDC, will be a combination of programs that are targeted to provide the knowledge and techniques necessary for businesses to grow. Potential topics will include: Strategic Outlook; Introduction to Sales/Marketing; Relating to the Customer; and Financial Management/Capital Expansion.
2. **Targeted Outreach:** Joint tactical one-on-one business outreach visits with established businesses in the City. The purpose of these visits is to create meaningful face to face, main street styled contact with business leaders and to:
 - Introduce owners to the City and educate them regarding economic and community investment program and strategies of the City to advocate for the business community.
 - Learn of the owner’s aspirations for growth and the challenges they face in achieving those aspirations.
 - Introduce owners to SBDC and make them aware of SBDC Consulting services and resources for the business.
 - Targeted Engagement: Offer opportunities for City businesses to engage with SBDC for professional, in depth consulting to enhance the business’ growth and prosperity.
 - The Program will be offered exclusively to businesses located in the City.

E. General

1. This MOU is strictly for internal management purposes for each of the parties.
2. This MOU is not legally enforceable and shall not be construed to create any legal obligation on the part of either party.
3. This MOU shall not be construed to provide a private right or cause of action for or by any person or entity.

4. SBDC agrees that the activities it undertakes herein are not intended to provide services to the city government and that it will not seek compensation from the City in connection with its participation hereunder.
5. This MOU can be terminated by either party at any time by providing notice in writing to the other party.
6. This MOU in no way restricts either of the parties from participating in any activity with other public or private agencies, organizations, or individuals.
7. This MOU is neither a fiscal nor a funds obligation document.
8. Nothing in this MOU authorizes or is intended to obligate the parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value.
9. SBDC will not undertake any effort that could result in SBDC being considered a City contractor.

F. Points of Contact

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Fort Lauderdale, Florida 33311

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By: _____
Lee Feldman, City Manager

By: _____
Print Name: _____
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