



# Strategic Alliance Memorandum

*with the*

**United States Small Business Administration**

*and the*

**City of Key West, Florida**

## **I. PURPOSE**

The United States Small Business Administration (SBA) and the **City of Key West (The City)** (each a “Party” or, collectively the “Parties”) are joined by a common mission: **helping to start, maintain, and expand small businesses**. The Parties will work together in the spirit of cooperation and open communications, consistent with law, with the primary goal of meeting the needs of the small business community.

The City recognizes the value of its business community comprised of an estimated 4,200 businesses. The City will strive to facilitate the growth of its small business community by making available the tools necessary for their success through collaboration with the SBA and other strategic partners. Outreach efforts will be coordinated through The City’s resources in an effort to identify potential clients and to promote to them key programs designed for their benefit.

The mission of the SBA is to aid, counsel, assist and protect the interests of small businesses by providing financial, contractual and business development assistance as well as by advocating on their behalf within the federal government. SBA district offices deliver SBA programs and services to the public. Each Party has separate services and resources which, when delivered in coordination with each other, will provide maximum benefits to the small business communities served.

The purpose of this Strategic Alliance Memorandum (SAM) is to develop and foster mutual understanding and a working relationship between the SBA and **The City** in order to strengthen and expand small business development in the local area. The Parties acknowledge that specific joint training and outreach activities contemplated under this SAM require further negotiations and a separate signed agreement developed pursuant to SBA’s co-sponsorship authority. Nothing in this SAM permits **The City** to use the SBA logo or seal. The “U.S. Small Business Administration” name shall be used only in a factual manner, consistent with applicable law, and shall not promote or endorse any products or services of any entity including, but not limited to, **The City**.

In order to further their common goals, the Parties agree to the following:

## **II. SCOPE AND RESPONSIBILITIES**

### **SBA Undertakings:**

Within the limits of its available and/or appropriated resources, the SBA through its **South Florida District Office** will:

- Provide The City with up-to-date information about SBA’s programs and services.
- Make available, upon request, information regarding SBA’s resource partners, including but not limited to, the Small Business Development Centers (SBDCs), SCORE, and the Women’s Business Centers (WBCs) (collectively, “SBA’s Resource Partners”).

- Make available, upon request and subject to their availability, SBA pamphlets, brochures, and other publications.
- Advise **The City** of events that may impact its mission.
- Provide speakers, consistent with SBA rules and policy, to participate in **The City** workshops, conferences, seminars and other activities to discuss SBA financing, government contracting and other business topics.
- Invite **The City's** clients/members to attend local SBA-sponsored events and offer SBA-sponsored training at **The City's** locations when appropriate.
- Provide a text-only hyperlink from SBA's website to **The City's** website pursuant to SBA's linking policies.
- Provide information to **The City's** staff on SBA programs and services available to local small businesses.
- Assign a point of contact to serve as liaison between SBA and **The City**.

**City of Key West, Florida Undertakings:**

Within the limits of its available resources, **The City** will:

- Cooperate with SBA's Resource Partners to provide information to its clients/members about business development services to small businesses when appropriate.
- Keep abreast of and disseminate up-to-date information provided by SBA when appropriate.
- Make available to its clients/members SBA pamphlets, brochures, and other publications.
- Inform **The City's** small business clients/members of SBA's programs and services including referrals to SBA's Resource Partners when appropriate.
- Upon request, provide speakers for SBA-sponsored events when appropriate.
- Provide a text-only hyperlink from **The City's** website to SBA's website.
- Assign a local point of contact to serve as liaison between **The City** and SBA.

**III. TERM**

Cooperation under this SAM will commence upon signing by both Parties and will continue for a period of two years from date of signature unless otherwise terminated by one or both Parties as per paragraph V below.

**IV. AMENDMENT**

The Parties agree to consult each other on any amendment, modification or clarification to the provisions of this SAM. This SAM may only be amended or modified in writing and shall be consistent with applicable laws, regulations and SBA policy.

**V. NON-RELIANCE BY NON-PARTIES**

No person or entity shall be entitled to rely upon the terms of this SAM to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and The City and the SBA agree that neither The City nor the SBA or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this SAM separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this SAM.

**VI. TERMINATION**

Either Party may discontinue its participation under this SAM at any time, with or without cause, upon thirty (30) days written notice to the other Party.

**VII. RELATIONSHIP**

This SAM does not authorize the expenditure of any funds. Accordingly, this SAM shall not be interpreted as creating any binding legal obligations between the Parties nor shall it limit either Party from participating in similar activities or arrangements with other entities. Nothing contained herein shall be construed to create any association, partnership, joint venture or relation of principal or agent or employer and employee with respect to **The City** and SBA.

**VIII. RESPONSIBLE OFFICIALS**

The responsible officials and points of contact for administrative matters pertaining to this SAM are:

**City of Key West, Florida:**

Bogdan Vitas, Jr.  
City Manager  
P.O. Box 1409  
Key West, FL 33041-1409  
(305) 809-3840  
[bvitas@keywestcity.com](mailto:bvitas@keywestcity.com)

**U.S. Small Business Administration:**

Althea Harris  
Assistant District Director, Marketing Area 1  
100 S. Biscayne Boulevard, 7<sup>th</sup> Floor  
Miami, FL 33131  
(305) 536-5521, Ext. 152  
[althea.harris@sba.gov](mailto:althea.harris@sba.gov)

**IX. SIGNATURES**

The signatories below represent that they have the authority to make such commitments on behalf of their respective organizations:

**U.S. Small Business Administration:**

\_\_\_\_\_  
Mina A. Wales  
Associate Administrator, OSA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Francisco A. Marrero  
South Florida District Office

\_\_\_\_\_  
Date

**City of Key West, Florida:**

\_\_\_\_\_  
Craig Cates  
Mayor

\_\_\_\_\_  
Date