

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Seminole County Incubation Agreement

**DEPARTMENT:** Economic Development      **DIVISION:** Economic Development

**AUTHORIZED BY:** Sally Sherman *SS*      **CONTACT:** *wjh* William J. McDermott      **EXT.** 7132

Agenda Date 2/25/03    Regular     Consent     Work Session     Briefing   
Public Hearing – 1:30       Public Hearing – 7:00

**MOTION/RECOMMENDATION:**

Authorize Chairman to execute Agreement between Seminole County and Seminole Community College (SCC) and proceed with disbursing the 2002-03 payment to SCC in the amount of \$100,000 as stipulated in the Economic Development program budget for services provided through the Central Florida Business Incubation Center and the Seminole Technology Business Incubation Center.

**BACKGROUND:**

The contract between Seminole County and Seminole Community College for the operation and administration of the Small Business Incubation Program is due for renewal. The Board of County Commissioners (BCC) approved \$100,000 for the incubator program within the Economic Development Department's budget this past budget workshop cycle. The BCC authorized funds to go towards the Community Entrepreneurial Program (\$25,000); and, continued operational support for the existing incubator facilities (\$75,000).

The contract terms state that \$100,000 will be paid to SCC on or before March 1, 2003.

Attachment: 2002 Report on Incubator Activity  
SCC Agreement

Reviewed by:  
Co Atty: *ML*  
DFS: \_\_\_\_\_  
Other: \_\_\_\_\_  
DCM: *SS*  
CM: *WJ*  
  
File No. CED01

# Small Business Assistance Seminole County 2002

In 2002 under a grant from Seminole County (SC) to Seminole Community College (SCC) over **380 individual clients** were assisted. This assistance ran the gamut from "what business should I start" to the expansion of existing business. The grant funded the support and operation of the Seminole Technology Business Incubation Center (STBIC) and the Central Florida Business Incubation Center (CFBIC) and outside the walls outreach program.

The STBIC graduated its first company, Brown Technologies Inc., and assisted Brown's joint venture with Smart Biometrics Inc. The result of this assistance is covered in the success story section.

Market conditions were challenging for the real estate side of the STBIC in 2002. However the out look for 2003 seems strong. We have closed two new leases in the first part of January 2003 and will be undertaking a cooperative arrangement with the University of Central Florida to bring in additional companies (10-15 projected) to the STBIC in 2003.

Access to capital was the number one concern of the business assistance team in 2002. For a period of 3 months in 2002 there were no financial institutions within Seminole County providing loans to start up companies. The business assistance team has been active in lobbying for the resident financial institution's return to providing start up loans. In late 2002 some success was achieved in this effort with the return of Banco Popular to this market. In spite of these challenges **26 new businesses** were started with our assistance. The capital markets were in full retreat during 2002 and yet over **1 million** in capital was raised through the assistance effort.

The lack of any micro loan programs in Seminole County has restricted some business startups and expansions. But the SCC/SBDC in an effort to enhance access to capital has undertaken training for the **SOHO (Small Office, Home Office) SBA loan program**. Working with the Innovative Bank of CA. this program while too early for results to be reported (begun in the last quarter of 2002) promises some relief for small entrepreneurs.

Through the efforts of the small business assistance team **63 jobs** were created and **42 jobs** saved. Included in this number are **16** vital manufacturing jobs in downtown Sanford. For further information see success stories.

Challenges for the future include the reduction of what had been 2 fulltime Certified Business Analysts to one and one part-time beginning in 10/01/02 due to SC grant

reduction (125K to 100K). Previously mentioned problems with access to capital and softening of overall business climate in 2002 and it's carry over to 2003.

SCC is currently the fastest growing Community College in the state, yet it remains 27th out of 28th in state funding. Therefore it is vital to continue the relationship with Seminole County if **any** small business assistance program is to exist in the county at all. Currently **no other** program other than the SC/SCC small business assistance program helps entrepreneurs within the county borders. If this program is allowed to perish due to lack of funding from SCC and Seminole County, then Seminole County will be the only county in Central Florida without a business assistance effort.

## **SUCCESS STORIES**

### **Viking Coachworks**

We were approached by the management to assist in a buy-out and refinancing of this long time Sanford manufacturer. At risk were 16 manufacturing jobs and a four million dollar a year business located in the central core of the city of Sanford.

We helped the client prepare a business plan, cash flow projections and assemble required documentation to obtain needed financing. Because of the difficult capital market in 2002 in Seminole County this was a particularly arduous task. But after numerous meeting and availing the client of many of our banking and non banking resources we were successful in obtaining new financing to allow for retention and expansion of this business.

This four million dollar a year business has the potential to double or triple in size over the coming years.

### **Integrated Office Networks**

Owned by Patrick and Cynthia Talley, Integrated Office Networks has grown by leaps and bounds. From two service trucks to currently more than seven, from one location to two additional branch offices, from five employees to more than twenty.

The business assistance provided to this company has included financial counseling, marketing strategies and customer relationships.

### **Medical Reimbursement Advocates, Inc.**

Founded by Julie Graham to provide web-based services to the medical billing industry. In less than 2 years this startup has grown from one employee to seven and tripled it's office space. This firm is poised to grow at a phenomenal rate through its use of specialized software developed and owned by the company

This firm has sought out and used a full array of services from the business assistance office beginning with the development of a business plan and financial projections to the successful acquisition of an SBA 7(a) loan. The firm has utilized the services of the in house Certified Business Analysts to develop human relation manuals and policies and buy sell agreements. The SCC/SBDC has also been working on guiding this company into new marketing opportunities.

## **ATM Advanced Technology Manufacturing, Inc.**

Owned by Steve Buck this company has grown from 1,500 square feet to 4,500 square feet of space. Sales have skyrocketed and owner investment has doubled because of the success of the original concept of providing high quality cutting and shaping services to various industries without form altering heat. ATM has added new machines and services to round out its product mix.

The business assistance office has assisted ATM in this growth through bookkeeping and financial counseling.

## **Tropical Smoothie Café**

We assisted Tropical Smoothie with their business plan and marketing strategy development and we helped them through the process of obtaining financing (\$100,000).

We began working with John, by encouraging him to attend our Business Planning and Marketing seminars. From that point, he was like a sponge---absorbing all the entrepreneurial information available to him through the Small Business Development Center. John was insistent on adding more and more information and resources to his knowledge base. We talked weekly as he worked through his decision to purchase Tropical Smoothie.

Once his decision was made, John continued to use our resources. We reviewed his business plan and press releases and provided comments for updates. We discussed his marketing strategy and the location of his venture. John received an SBA loan for \$100,000, opened his venture on July 7, 2002 in Lake Mary, and is on his way to success.

## **Brown Technology, Inc. and Smart Biometrics**

BTI was a tenant in the Seminole Technology Business Incubation Center for 18 months using the SBDC services. Assisting with business plan development, marketing strategies, proposal writing, and the development of Small Business Innovation Research (SBIRs) proposals to the Department of Defense were many of the services provided to BTI. We introduced BTI to Smart Biometrics as a product development engineering company. They soon established a partnership for product development. They requested our support in locating a 30,000 square foot facility to move into. *At one point they were considering moving to Mexico for the development and manufacturing of their products with the many cost and credit opportunities being offered to them.* After many conversations and contacting the economic development department, we were able to convince them to locate in Sanford near the airport.

## **STUDIO 46**

Ms. Nicole Katz, Owner of Studio 46 Movies, opened her business in the winter of 2001. She first came to the SCC SBDC October 29, 2001 for help with marketing research; feasibility study and business plan development. She first attended our seminars and then decided that she wanted one-on-one counseling. She met with Certified Business Analyst, James E. Smith, to develop a feasibility plan prior to starting her business. Once the market research and feasibility study were completed, and the determination was there to continue, she began her business plan development.

In the beginning this new-video store needed lengthy market research and a good marketing strategy to introduce it to the business community of Sanford. At the time, Ms. Katz had lost her job in September, which left her without many options. Patiently and methodically Ms. Katz educated the market with numerous speaking engagements and educational calls to the local chamber, homeowners associations, and other organizations. Ms. Katz researched public documents, national and local statistics; the county's planning and zoning commission. There she was able to find how much residential and commercial development was pending in the area in order to open her business. A number of times, Nicole volunteered time with other video stores to learn the operational day-to-day management and purchasing process. As time went on she learned that patience pays. She was able to find a video store going out of business, and was able to purchase the stock at a discount. Her client list and resulting sales have grown over 100% in the first four months of this year.

Over the past eight months, the SBDC documented 10 counseling sessions and over 25 hours of time spent. In January 2002, Ms. Katz sought a home equity loan for her business. This savvy entrepreneur is looking at purchasing the building where her business is housed in the near future. To date she has been featured in the Central Florida Business section of the Orlando Sentinel.

## **Advanced Ecological Solutions, Inc. (AES, Inc.)**

We assisted AES, Inc. in their business plan development, marketing strategy and helped them obtain financing through the SBA (\$30,000). AES, Inc. opened their door on June 28, 2002 in Longwood. AES simplifies the regulatory development process for developers and landowners with the expertise through wetlands and protected species identification, regulation, permitting and management.

# Central Florida Business Incubation Center's

Port of Sanford, 1450 Kastner Place, Sanford, FL 32771

## Client List / Tenant Fact Sheet

CFBIC " Building One "

### ***Swaggerty Land Surveying, Inc***

Surveying

Contact: Steven Swaggerty

Phone (407) 322-4630 Fax (407) 322-8611

Suite #100, 102

### ***G.C. Contracting, LLC***

Contracting

Contact: Gary B. Rathbun, Tracie

Phone (407) 324-4087 Fax (407) 324-9219

Suite #104

### ***Laura Crull***

Caterpillar Franchise for Mfg Hydraulic Hoses

Contact: Laura Crull

Phone (407) Fax (407)

Suite #108

### ***Pools by Bradley, Inc***

Pool Builder

Contact: Bradley & Megan Eaves

Phone (407) 323-7946 Fax (407) 330-6599

Suite #112 & 116

### ***Lite Wire Electronics***

Technology

Contact: Dan Roper

Phone (407) 328-0882 Fax (407) 328-0852

Suite #120

### ***Just Details***

Motorcycle

Contact: Frank Santoro

Phone (407) 321-1040 Fax (407)

Suite #124 & 128

**CFBIC "1st Building" 12,000 sq. ft. 1450 Kastner Place, Port of Sanford, Sanford, FL 32771**

<b>Suite #</b>	<b>Tenant History &amp; Status</b>	<b>Beginning Date</b>	<b>Ending Date</b>	<b>Status</b>
100A 750 sq ft	Seminole Community College Incubator Support Offices	Dec-96	Jan-00	Moved to STBIC 3rd Bldg
100A 750 sq ft	C & S Network Construction, Inc. Network Construction	Mar-00	Aug-00	Moved
<b>100A/B</b> <b>1500 sp ft</b>	<b>Swaggerty Land Surveying, Inc.</b> <b>Surveying</b>	<b>Oct-00</b>	<b>Present</b>	<b>Current</b>
104 1500 sq ft	DanCo Services, Inc. Filters & Hydraulic Hoses	Feb-97	Sep-99	Moved
<b>104</b> <b>1500 sq ft</b>	<b>G C Contracting, LLC</b> <b>Contracting</b>	<b>Oct-99</b>	<b>Present</b>	<b>Current</b>
108 1500 sq ft	HESCO/RLS, Inc Lightening Protection Devices	Oct-96	Dec-97	Moved to CFBIC 2nd bldg
108 1500 sq ft	Water King, Inc (English Company) Computerized Water Treatment	Jan-98	Mar-99	Closed
108 1500 sq ft	Automated Gates & Access System Divison of Outdoor Etc. of Seminole, Inc. Computer Controlled Access	May-99	Oct-02	Moved
<b>108</b> <b>1500 sq ft</b>	<b>Laura Crull</b> <b>Caterpillar Franchise for Mfg Hydraulic Hoses</b>	<b>Jan-03</b>	<b>Present</b>	<b>Current</b>
112-116 3000 sq ft	Sunrise Marketing Services Mailing & Data Base Management	Apr-97	Jun-00	Closed
<b>112-116</b> <b>3000 sq ft</b>	<b>Pools By Bradley, Inc.</b> <b>Pool Builder</b>	<b>Aug-00</b>	<b>Present</b>	<b>Current</b>
120 1500 sq ft	Rainbow Distributors, Inc. Telecommunication Products Distribution	Mar-97	Feb-99	Moved to CFBIC 3rd bldg
120 1500 sq ft	Top Vend Vending	Mar-99	Aug-99	Moved
120 1500 sq ft	Land Technologies, Inc. Technology	Sep-99	Dec-00	Moved
<b>120</b> <b>1500 sq ft</b>	<b>Lite Wire Electronics, Inc.</b> <b>Technology</b>	<b>Feb-01</b>	<b>Present</b>	<b>Current</b>
124-128 3000 sq ft	LMT Technologies, Inc. Contracting	Nov-96	Mar-02	Moved
<b>124-128</b> <b>3000 sq ft</b>	<b>Just Details</b> <b>Motocycle</b>	<b>Dec-02</b>	<b>Present</b>	<b>Current</b>

# **Central Florida Business Incubation Center's**

Port of Sanford, 1470 Kastner Place, Sanford, FL 32771

## **Client List / Tenant Fact Sheet**

CFBIC " Building Two "

### ***Integrated Office Networks***

Computer and Telephone Networks

Contact: Patrick or Cynthia

Phone 328-9001 Fax (800) 578-9001

Suite #100-104

### ***Midian International (USA), Inc***

High Technology Manufacturer

Contact: Timothy Stewart

Phone (407) Fax (407)

Suite 108

### ***RLS Industries, Unlimited d/b/a HESCO/RLS Industries***

Lightening Protection Devices

Contact: Shane & Ray Hunt

Phone (407) 321-2344 Fax 321-6747

Suite #112-116

### ***Civil Reconstruction Services***

Reconstructive Services (manhole covers)

Contact: Marc McKenna

Phone (407) 323-3871 Fax (407) 323-3871

Suite #120

### ***ATM Advanced Technology Manufacturing Inc***

Laser & Waterjet Fabrication

Contact: Steve Buck

Phone (407) 322-8004 Fax (407) 324-0045

Suite # 124-132

**CFBIC "2nd Building" 13,500 sq. ft. 1470 Kastner Place, Port of Sanford, Sanford, FL 32771**

<b>Suite #</b>	<b>Tenant History &amp; Status</b>	<b>Beginning Date</b>	<b>Ending Date</b>	<b>Status</b>
<b>100-104</b> 3000 sp ft	<b>Integrated Office Networks, Inc.</b> <b>Computer and Telephone Networks</b>	<b>Jan-98</b>	<b>Present</b>	<b>Current</b>
108 1500 sq ft	Nordbeton (German Company) Wastewater Treatment Product	Jan-98	Aug-99	Closed
108 1500 sp ft	<b>Midian International (USA), Inc.</b> <b>High Technology Manufacturer</b>	<b>Sep-99</b>	<b>Present</b>	<b>Current</b>
<b>112-116</b> 3000 sp ft	<b>HESCO/RLS, Inc</b> <b>Lightening Protection Devices</b>	<b>Jan-98</b>	<b>Present</b>	<b>Current</b>
120 1500 sq ft	MAIL AMERICA, LLC Mailing and Database Management	Feb-98	May-99	Moved to CFBIC 3rd bldg
120 1500 sq ft	<b>Civil Reconstruction Services, Inc.</b> <b>Reconstructive Services</b>	<b>May-99</b>	<b>Present</b>	<b>Current</b>
<b>124-132</b> 4500 sq ft	<b>Advanced Technology Manufacturing, Inc.</b> <b>Laser &amp; Waterjet Fabrication</b>	<b>Jan-98</b>	<b>Present</b>	<b>Current</b>

# Central Florida Business Incubation Center's

Port of Sanford, 1460 Dolgner Place, Sanford, FL 32771

## Client List / Tenant Fact Sheet

STBIC " Building Three "

### ***Seven Plastics, Inc***

Mfg Plastic Parts (extruders)

Contact: Oswaldo Guzman

Address: 1409 Dolgner Place, Sanford, FL 32771

Phone (407) 321-5441 Fax (407) 321-7121

Suite # 1401-1409

### ***Prism Integrated Sanitation Mangement, Inc***

Wastewater Treatment Product

Contact: Ian Macilwraith or Ron Bunton

Address: 1413 Dolgner Place, Sanford, FL 32771

Phone (305) 592-6312

Suite # 1413

### ***Camtech Engineering Services***

Engineering

Contact: James Gamble

Address: 1417 Dolgner Place, Sanford, FL 32771

Phone (386) 788-2624 Fax (386) 788-7492

Suite # 1417

### ***Atel Communications Group***

Mailing and Database Management

Contact: June Kalish

Address: 1429 Dolgner Place, Sanford, FL 32771

Phone (407) 324-0787 Fax (407) 321-4160

Suite # 1421-1429

### ***Seminole Technology Business Incubation Center***

Small Business Support Services

Contact: Wayne Hardy or Renee Templeton

Address: 1445 Dolgner Place, Sanford, FL 32771

Phone (407) 321-3495 Fax (407) 321-4184

Suite # 1433-1453

**CFBIC "3rd Building" 12,000 sq. ft. 1445 Dolgner Place, Port of Sanford, Sanford, FL 32771**

<b>Suite #</b>	<b>Tenant History &amp; Status</b>	<b>Beginning Date</b>	<b>Ending Date</b>	<b>Status</b>
1401-1409 4500 sq ft	Rainbow Distributors, Inc. Computer and Telephone Networks	Mar-99	Feb-01	Moved
1401-1409 4500 sq ft	<b>Seven Plastics, Inc. Mfg Plastic Parts (extruders)</b>	<b>03/01/</b>	<b>Present</b>	<b>Current</b>
<b>1413 1500 sq ft</b>	<b>Prism Integrated Sanitation Mgmt Residential Wastewater Treatment Product</b>	<b>Dec-98</b>	<b>Present</b>	<b>Current</b>
1417 1500 sq ft	Midwood Industrial Supply, Inc. Industrial Supplies	Apr-99	Dec-99	Closed
1417 1500 sq ft	Diversified Product Inspections	Dec-00	Dec-01	Moved
<b>1417 1500 sq ft</b>	<b>Camtech Engineering Services Engineering</b>	<b>Jan-02</b>	<b>Present</b>	<b>Current</b>
1421-1429 4500 sq ft	MAIL AMERICA, LLC Mailing and Database Management	May-99	Jan-01	Bought Out
1421-1429 4500 sq ft	<b>ATEL Communications Group Mailing and Database Management</b>	<b>Jan-01</b>	<b>Present</b>	<b>Current</b>
1421-1429 10000 sq ft	<b>Seminole Technology Business Incubation Center Technology Incubator &amp; Small Business Support Offices</b>	<b>Feb-00</b>	<b>Present</b>	<b>Current</b>

# **Seminole Technology Business Incubation Center's**

Port of Sanford, 1460 Dolgner Place, Sanford, FL 32771

## **Client List / Tenant Fact Sheet**

STBIC " Building Three "

### ***AtelOnline.com***

Mailing and Database Management

Contact: June Kalish or Phil Barcelona

Address: 1445 Dolgner Place, Sanford, FL 32771

Phone (407) 324-0787 Fax (407) 321-4160

Suite # 23

### ***Business Logic Solutions***

ASP Company

Contact: Ricardo Becerra

Address: 1445 Dolgner Place, Sanford, FL 32771

Phone (407) 324-0787 Fax (407) 321-4160

Suite # 19

### ***Medical Reimbursement Advocates, Inc***

Medical Billing

Contact: Julie Graham or Janet Mortell

Address: 1445 Dolgner Place, Sanford, FL 32771

Phone (407) Fax (407) 324-3630

Suite # 13, 15, 17

### ***Seminole Technology Business Incubation Center & Small Business Development Center***

Small Business Support Services

Contact: Wayne Hardy or Renee Templeton

Address: 1445 Dolgner Place, Sanford, FL 32771

Phone (407) 321-3495 Fax (407) 321-4184

Suite # 2, 4, 6

### ***Video 365, Inc***

Live Video Surveillance

Contact: Darrell or Marjorie Guilbeau

Address: 1445 Dolgner Place, Sanford, FL 32771

Phone (407) 710-1056 Fax (407) 710-1066

Suite # 18

**STBIC "3rd Building" 10,000 sq. ft. 1445 Dolgner Place, Port of Sanford, Sanford, FL 32771**

<b>Suite #</b>	<b>Tenant History &amp; Status</b>	<b>Beginning Date</b>	<b>Ending Date</b>	<b>Status</b>
<b>2</b> 12' x 12'	<b>SCC/SBDC/CFBIC/STBIC Support Office</b> Renee Templeton, Adm Prgm Support Specialist	<b>Feb-00</b>	<b>Present</b>	<b>Current</b>
<b>4</b> 12' x 12'	<b>SCC/SBDC/CFBIC/STBIC Support Office</b> James E Smith, CBA, SBDC Director	<b>Feb-00</b>	<b>Sep-02</b>	<b>Resigned</b>
<b>4</b> 12' x 12'	<b>SCC/SBDC/CFBIC/STBIC Support Office</b> TBA, CBA, Counselor	<b>Feb-03</b>	<b>Pending</b>	<b>Pending</b>
<b>6</b> 12' x 12'	<b>SCC/SBDC/CFBIC/STBIC Support Office</b> Wayne T Hardy, CBA, SBDC Mgr, Dir of Sm Bus Dev	<b>Feb-00</b>	<b>Present</b>	<b>Current</b>
<b>8</b> 12' x 12'	<b>Galaxy Scientific Technology</b> Dervanna H A Troy-McKoy	<b>Mar-00</b>	<b>Apr-03</b>	<b>Moved</b>
<b>13</b>	<b>Medical Reimbursement Advocates, Inc.</b> Shannon Toomey, Jane Tantillo	<b>May-01</b>	<b>Present</b>	<b>Current</b>
<b>15</b> 12' x 12'	<b>Best Home Services</b> Scott Jenkins	<b>Dec-00</b>	<b>Nov-01</b>	<b>Moved</b>
<b>15</b> 12' x 12'	<b>Medical Reimbursement Advocates, Inc.</b> Janet Mortell	<b>May-01</b>	<b>Present</b>	<b>Current</b>
<b>17</b> 12' x 12'	<b>Medical Reimbursement Advocates, Inc.</b> Julie Graham	<b>May-01</b>	<b>Present</b>	<b>Current</b>

18 12' x 18'	Brown Technology, Inc Donald L Brown	Feb-00	Jul-01	Moved
<b>18</b> 12' x 18'	<b>Video 365, Inc</b> Darrell or Majorie Guilbeau	<b>Jan-03</b>	<b>Present</b>	<b>Current</b>
19 12' x 16'	Rhinoport.com Travis Lazenby, Steve Meinig	Mar-00	Feb-01	Closed
<b>19</b> 12' x 16'	<b>Business Logic Solutions, Inc</b> Ricardo Becerra	<b>Jan-03</b>	<b>Present</b>	<b>Current</b>
21 12' x 12'	Balboa Passage Designs, Inc Charmaine Henriques	Oct-01	Sep-02	Moved
23 12' x 12'	MD Construction Services USA, Inc Byron L Robinson	Feb-00	Feb-01	Moved
<b>23</b> 12' x 12'	<b>AtelOnline.com</b> Phil Barcelona	<b>Jan-01</b>	<b>Present</b>	<b>Current</b>

**Seminole Community College - December 31, 2002**

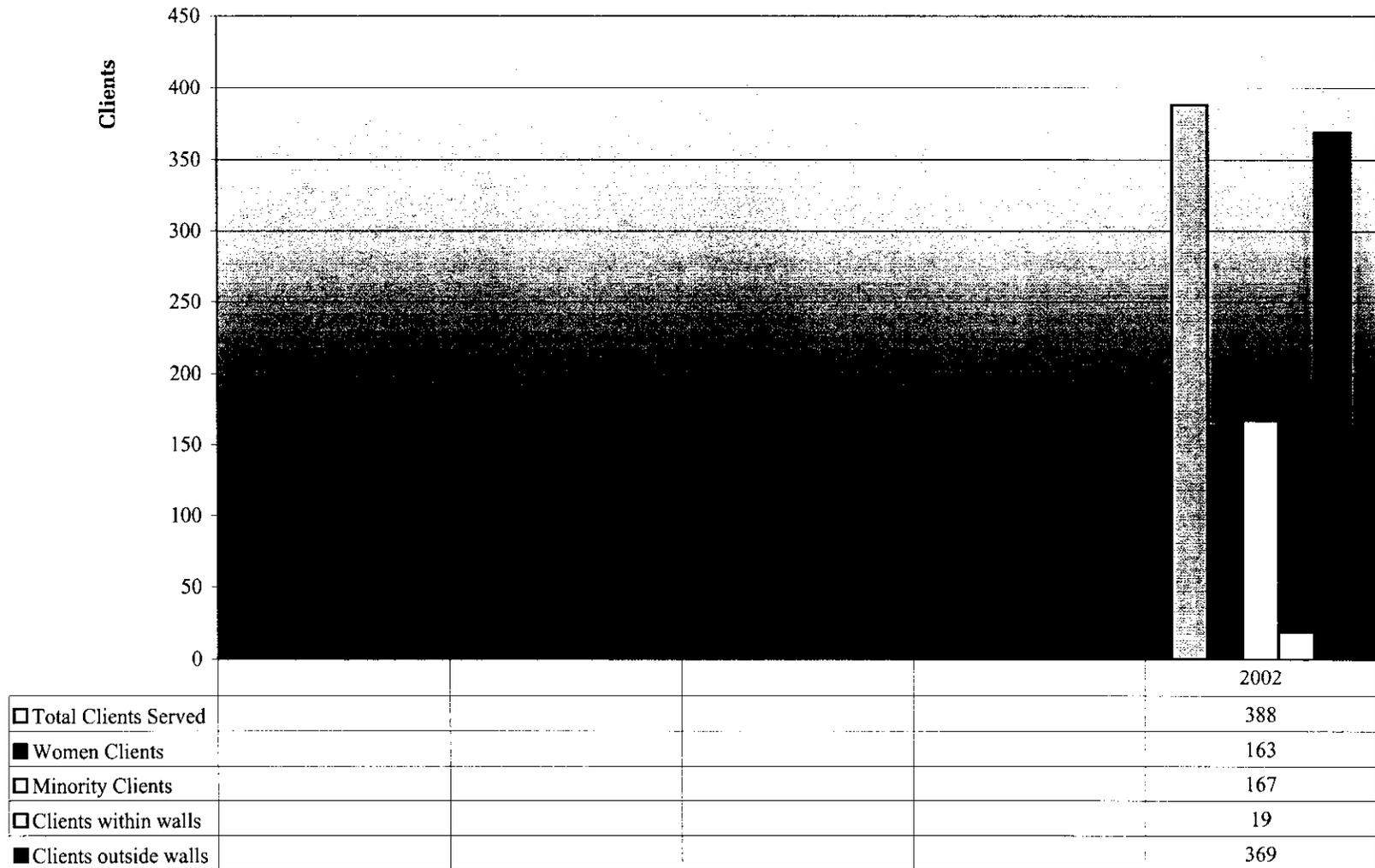
**Small Business Outreach Programs within Seminole County including:**

*\*Seminole Technology Business Incubation Center \*Central Florida Business Incubation Center \*Small Business Development Center*

	<b><u>2002</u></b>
Total Clients Served	388
Women Clients	163
Minority Clients	167
Clients within walls	19
Clients outside walls	369
<hr/>	
Capital raised by Clients	1.08
Number of SBA Loans	4
Number of Non SBA Loans	1
<hr/>	
Jobs created	63
Jobs saved	42
Sales by Incubator Clients	4
Businesses Started	26
<hr/>	

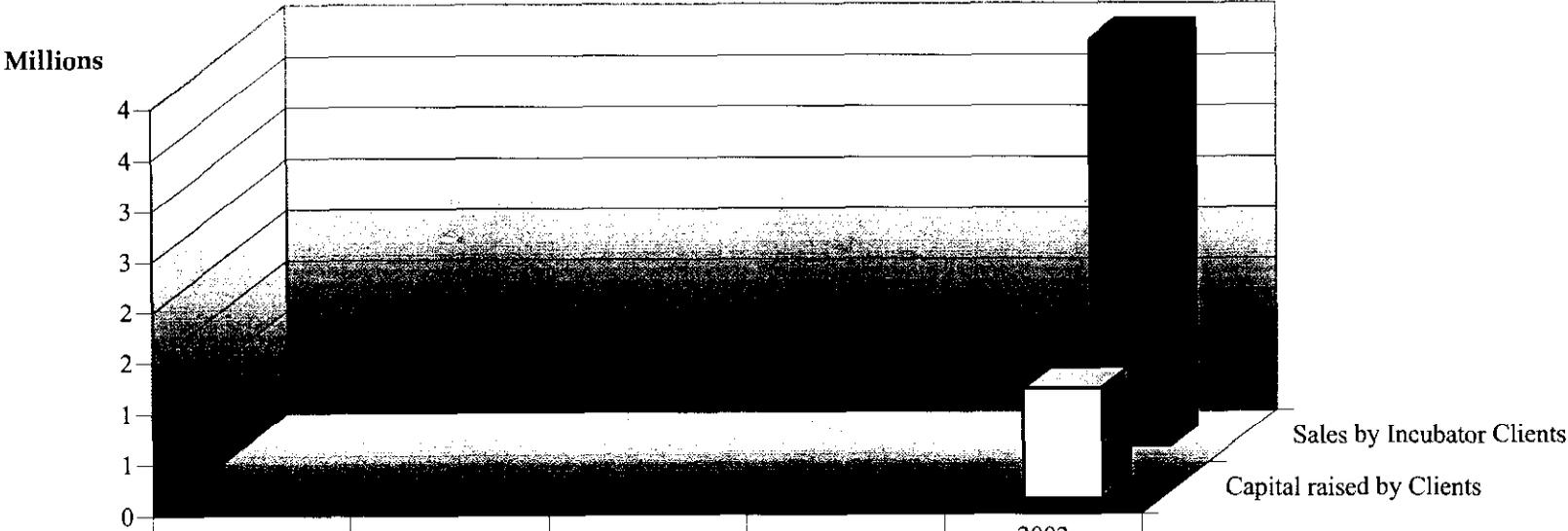
***In June of 2002 BTI graduated from STBIC and moved into 30,000 square feet of manufacturing space in Sanford.***

## Clients Served



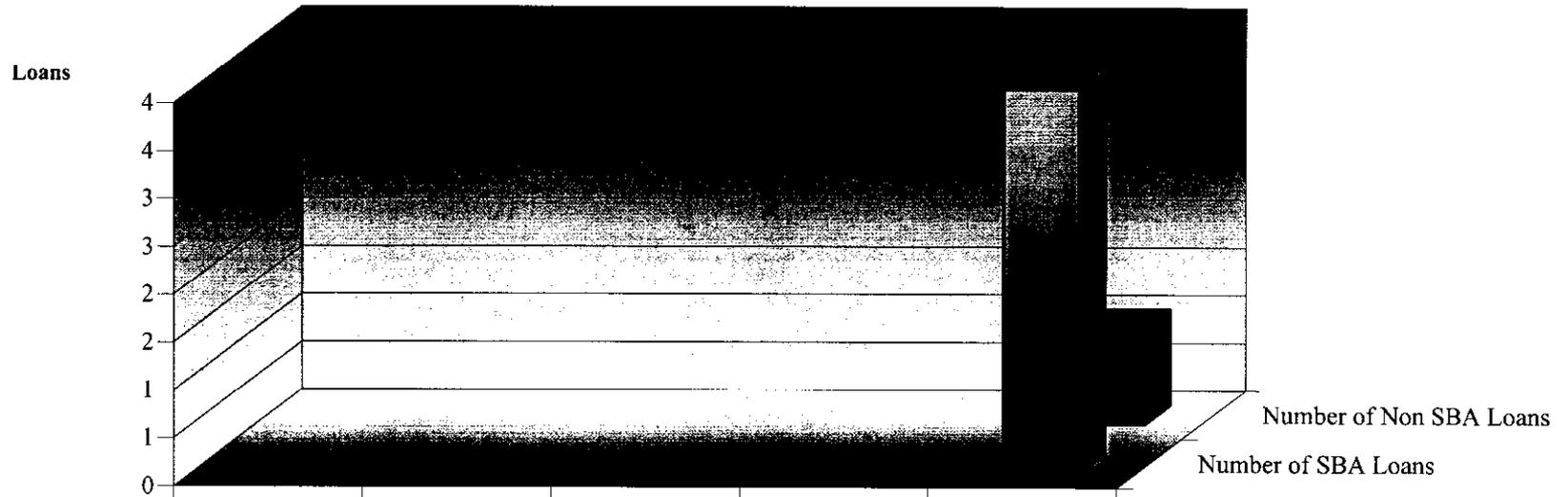
				2002
□ Total Clients Served				388
■ Women Clients				163
□ Minority Clients				167
□ Clients within walls				19
■ Clients outside walls				369

# Capital Raised / Sales Created



□ Capital raised by Clients	2002	1.08
■ Sales by Incubator Clients		4

# Loans Obtained

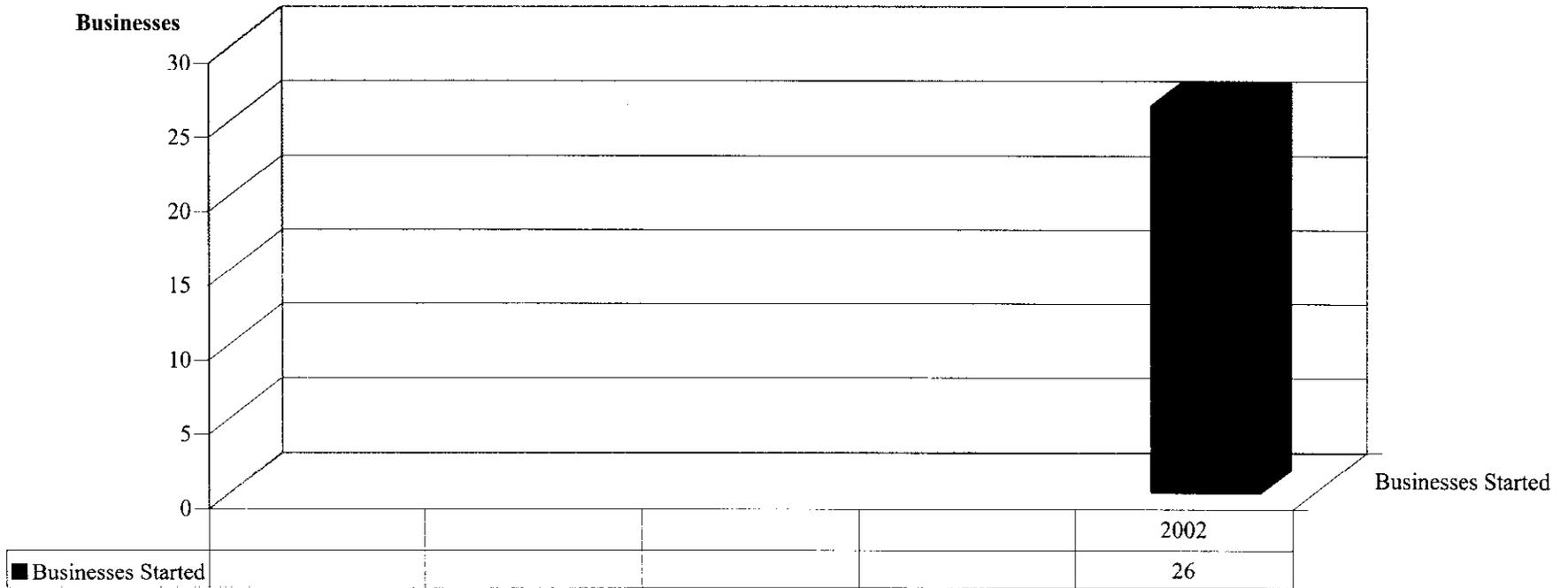


				2002
■ Number of SBA Loans				4
■ Number of Non SBA Loans				1

# Job Growth



# Businesses Started



**CFBIC/STBIC 2001-2002  
PROJECT IDENTIFICATION FORM**

**Section I**

**6. Identify project expenditure codes with estimated amounts.**

<b>GLCODE</b>	<b>DISCRIPTION</b>	<b>AMOUNTS</b>	
<b>REVENUE</b>			
41600	Seminole County Grant	(125,000)	
46400	Sub-Lease Income	(31,380)	
46600	Services Income	(1,000)	
	Total	(157,380)	
<b>EXPENSE</b>			
53000	Other Professional	46,701	
54100	Tec/Cler/Trade/Svc	1,284	
59101	Fica-Reg Contribution	2,976	
59102	Fica-Med Contribution	696	
59203	FL Retirement Cont	4,367	
59701	Health Insurance Contribution	3,430	
59702	Life Insurance Contribution	160	
59703	Dental Insurance Employee	277	
	Total	59,891	
60501	Travel - in district	1,200	
60502	Travel - out of district	2,000	\$1,384 FSBDC conf, \$500 Tall Expo
60503	Travel - out of state	2,000	ASBDC conference
61000	Freight & Postage	100	
61501	Local Telephone/Fax	3,000	
61502	Long Distance Telephone/Fax	500	
61504	Other Communications	15,500	T1 internet service
61506	Cellular	1,000	
62002	Printing	1400	
63001	Rentals - facilities	39,360	STBIC lease
63004	Rentals - copy machine	500	rent copy machine
63005	Rentals Other	750	dumpster & pager rental
64501	Other Services	16,532	janitorial, electric, security, pest co
64502	Institutional Membership	1,000	
65502	Office Materials/Supplies	2,123	
65702	Software	40	
66503	Food & Food Products	519	
69500	Other Expenses	200	
69900	Current Exp Continge	9,765	
	Total	97,489	
	500 Total	59,891	
	600 Total	97,489	
	<b>Total Exepnse</b>	<b>157,380</b>	

**SEMINOLE COMMUNITY COLLEGE CONTRIBUTION**  
Small Business Development Center

**July 2001 - June 2002**

**Cash**

<b>SBDC</b>	<b>\$60,000</b>
<b>Salary &amp; Fringe Benefits</b>	<b><u>\$33,509</u></b>

**Inkind Services**

<b>Web Hosting and Support</b>	<b>\$2,000</b>
<b>Media, Computer Support, Grant Management</b>	<b><u>\$1,500</u></b>

<b>TOTAL</b>	<b><u>\$97,009</u></b>
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**SEMINOLE COUNTY INCUBATION CENTER  
ECONOMIC DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** is effective as of the 1<sup>st</sup> day of October, 2002, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and **SEMINOLE COMMUNITY COLLEGE**, a public community college existing and operating under the laws of the State of Florida, whose address is 100 Weldon Boulevard, Sanford, Florida 32773-6199, hereinafter referred to as the "SCC".

**W I T N E S S E T H:**

**WHEREAS**, it is the policy of the COUNTY to aggressively stimulate economic growth in Seminole County by, among other things, either attracting new industries and businesses to Seminole County or by encouraging the expansion of existing industries and businesses within Seminole County; and

**WHEREAS**, the creation of new employment opportunities for residents of Seminole County and the increased tax revenues resulting from such industry or business expansion and relocation within Seminole County is beneficial to local economy; and

**WHEREAS**, the Board of County Commissioners has determined that offering a Jobs Growth Incentive Program encourages either existing industries and businesses to expand or new industries and businesses to enter Seminole County and thereby create diverse positive employment opportunities for the residents of Seminole County; and

**WHEREAS**, Seminole County, through its Board of County Commissioners, has enacted a Jobs Growth Incentive Ordinance and has

the fiscal capacity to conduct and accomplish the programs relating thereto; and

**WHEREAS**, the establishment of a jobs growth/economic development incubation center has been relocated to the Port of Sanford; and

**WHEREAS**, SCC has proposed and demonstrated to the COUNTY that SCC can fully and adequately provide administrative support, consistent with the terms of this Agreement, for the Seminole County Incubation Center; and

**WHEREAS**, SCC is skilled at providing administration and other support to jobs growth and economic development programs; and

**WHEREAS**, SCC and the COUNTY desire to enter into this Agreement for the purpose of encouraging job growth and economic development in Seminole County; and

**WHEREAS**, the COUNTY has determined that in order to enhance and preserve the economic well-being and health and welfare of the citizens of the COUNTY it is necessary, proper and desirable to enter into this Agreement with SCC in order to enhance the economic development of Seminole County; and

**NOW, THEREFORE**, in consideration of the premises and mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

**SECTION 1. RECITALS.** The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

**SECTION 2. PURPOSE.** The purpose of this Agreement is for SCC to provide the following services to the COUNTY in the manner hereinafter set forth:

(a) SCC will provide a minimum of fifty percent (50%) of a full-time administrator's time and one hundred percent (100%) of an administrative assistant's time to provide coordination and management assistance for the Seminole County Incubation Center.

(b) The services provided by SCC to the COUNTY shall by way of example include; provided however that the services enumerated in (3) (4) and (5) below shall be provided to businesses on a fee basis:

- (1) marketing efforts to recruit new businesses for the Incubation Center,
- (2) public relations effort for the Incubation Center
- (3) record keeping services,
- (4) fax, copying, Internet services,
- (5) documentation production/work processing services
- (6) financial management advisement services
- (7) marketing advisement services
- (8) coordination of efforts between the Seminole County Port Authority, the business owners and Seminole County Government regarding the Incubation Center(s),
- (9) consultation services for specialized areas, and
- (10) the providing of annual reports which shall include but not be limited to, recommendations relative to the continuing development and operation of the Incubator Center.

(11) specific activities to be accomplished per the County's Business Incubation Program: Community Entrepreneurial Program (\$25,000); and continued support for the STBIC at the Port of Sanford (\$75,000).

**SECTION 3. SERVICES.** The COUNTY agrees to purchase and SCC agrees to furnish, during the term of this Agreement, the services described in Section 2 of this Agreement.

**SECTION 4. BILLING AND PAYMENT.** The COUNTY hereby agrees to pay SCC the sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000) for all services provided hereunder by SCC during the initial term of this Agreement. Said sum is payable on or before March 1, 2003.

**SECTION 5. TERM.**

(a) This Agreement shall be effective from October 1, 2002 and shall remain effective until September 30, 2003, notwithstanding the date the parties execute this Agreement.

(b) This Agreement may be renewed on a year to year basis by written mutual agreement of the parties.

**SECTION 6. REPORTS.** SCC shall provide the COUNTY with an annual report regarding the activities pursuant to this Agreement at the time of each twelve (12) month period under this Agreement.

**SECTION 7. FORCE MAJEURE.** In the event any party hereunder fails to satisfy a requirement imposed in a timely manner, due to a hurricane, flood, tornado, or other act of God or force majeure, then said party shall not be in default hereunder; provided, however, that performance shall recommence upon such event ceasing its effect.

**SECTION 8. BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and designees of the parties.

**SECTION 9. ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written approval of the other.

**SECTION 10. PUBLIC RECORDS.** SCC shall allow public access to all documents, papers, letters or other materials which have been made or received by SCC in conjunction with this Agreement.

**SECTION 11. RECORDS AND AUDITS.**

(a) SCC shall maintain in its place of business all non-exempt books, documents, papers and other evidence pertaining to work performed under this Agreement. Such non-exempt public records shall be and remain available at SCC's main campus at all reasonable times during the term of this Agreement and for five (5) years after Agreement closure.

(b) SCC agrees that the COUNTY or its duly authorized representative shall, until the expiration of five (5) years after Agreement closure, have access to examine any of SCC's non-exempt books, documents, papers and records involving transactions related to this Agreement. SCC agrees that payments made under this Agreement shall be subject to reduction for amounts charged which are found on the basis of audit examination not to constitute allowable costs.

(c) All required records shall be maintained until an audit has been completed and all questions arising from it are resolved or until five (5) years after closure of the Agreement, in writing and submission of a final invoice, whichever is sooner. SCC will provide

proper facilities for access to and inspection of all required records.

(d) The phrase "non-exempt," as used herein, means that the record is not exempt under the public records law of the State of Florida.

**SECTION 12. NOTICES.**

(a) Whenever either party desires to give notice unto the other, notice may be sent to:

**For COUNTY:**

J. Kevin Grace, County Manager  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32771

**With copies to:**

William J. McDermott, Economic Development Director  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32771

**For SCC:**

Dr. E. Ann McGee, President  
Seminole Community College 100 Weldon Boulevard  
Sanford, Florida 32773-6199

(b) Either of the parties may change, by written notice as provided herein, the address or persons for receipt of notices or invoices. All notices shall be effective upon receipt.

**SECTION 13. INDEMNITY AND INSURANCE**

(a) Each party to the Agreement is responsible for all personal injury and property damage attributable to the negligent act or omissions of that party and officers, employees and agents thereof.

(b) To the extent allowed by law, each party to this Agreement shall indemnify, save and hold harmless the others party and all of its respective officers, employees and agents from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description whatsoever, including claims for property damage and claims for injury to or death of persons brought or recovered against the other party to this Agreement by reason of any act or omission of the responsible party, its respective officers, agents, subcontractors or employees, in the execution of the work relating to this Agreement.

(c) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of the COUNTY beyond the waiver provided for in Section 768.28, Florida Statutes.

(d) SCC shall provide necessary workers compensation coverage and unemployment compensation for its employees.

**SECTION 14. CONFLICT OF INTEREST.**

(a) SCC agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) SCC hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312, Florida Statutes) either directly or indirectly, in the business of

SCC to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, SCC hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or other State or Federal Agency.

**SECTION 15. EQUAL OPPORTUNITY EMPLOYMENT.**

(a) SCC agrees that it will not discriminate against any contractor, employee or applicant for employment or work under this Agreement because or on account of race, color, religion, sex/ age or national origin and will insure that applicants and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include but not be limited to, the following: retention, award of contracts, employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

(b) SCC agrees that it will comport all of its activities with the provisions of Chapter 760, Florida Statutes.

**SECTION 16. COMPLIANCE WITH LAWS AND REGULATIONS.** In performing under this Agreement, the parties shall abide by all laws, statutes, ordinances, rules and regulations pertaining to, or regulating the performance set forth herein, including those now in effect and hereinafter adopted. Any material violation of said laws, statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement, and shall entitle the non-violating party to terminate

this Agreement immediately upon delivery of written notice of termination to the violating party.

**SECTION 17. EMPLOYEE/SCC STATUS.**

(a) Persons employed or retained by SCC in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY.

(b) SCC assumes total responsibility for salaries, employment benefits, contractual rights and benefits, contract payments, and Federal, State and local employment taxes, if any, attributable to SCC personnel or contractors and agrees to indemnify and hold the COUNTY harmless from any responsibility for same.

(c) In performing this Agreement, planning, development, constructing, equipping and operating the project or carrying out any of the activities to be carried out by SCC, SCC will be acting independently, in the capacity of an independent entity and not as a joint venture, partner, associate, employee, agent or representative of the COUNTY.

**SECTION 18. NO THIRD PARTY BENEFICIARIES.** This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns, including any successor in interest to SCC's interest in the Project and is not intended to and shall not benefit a third party. No third party shall have any rights hereunder or as a result of this Agreement or any rights to enforce any provisions of this Agreement.

**SECTION 19. CONTINGENT FEES/CONFLICTING EMPLOYMENT.** SCC covenants that it has employed and retained only bona fide employees working for SCC and attorneys and consultants, to solicit or secure this Agreement. The COUNTY warrants that it has not paid or agreed to pay any personal company, corporation, individual or firm, other than a bona fide employee working for SCC any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making this Agreement.

**SECTION 20. GOVERNING LAW/ATTORNEY'S FEES.** This Agreement shall be construed and interpreted according to the laws of the State of Florida. In the event of litigation between the parties arising from or pertaining to this Agreement, the prevailing party shall be entitled to recover from the other, reasonable trials and appellate attorney's fees and costs.

**SECTION 21. CONSTRUCTION OF AGREEMENT.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, COUNTY and SCC have contributed substantially and materially to the preparation hereof.

**SECTION 22. CONSTITUTIONAL AND STATUTORY LIMITATION ON AUTHORITY OF THE COUNTY.** The terms and conditions of this Agreement placed upon the COUNTY are applicable only to the extent they are within and consistent with the constitutional and statutory limitation of the authority of the COUNTY. Specifically, the parties acknowledge that

the COUNTY is without authority to grant or pledge a security interest in any of the COUNTY's revenue.

**SECTION 23. COUNTERPARTS.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be original, but all counterparts shall together constitute one and the same instrument.

**SECTION 24. HEADINGS.** All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

**SECTION 25. SEVERABILITY.** If any provision, term or clause of this Agreement is determined to be invalid or unenforceable.

**IN WITNESS WHEREOF,** the parties have executed this Agreement on the dates indicated below.

ATTEST:

SEMINOLE COMMUNITY COLLEGE

\_\_\_\_\_

By: \_\_\_\_\_  
DR. E. ANN MCGEE, President

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency

As authorized for execution by  
the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney  
AC/lpk  
12/20/02  
scc-incubation