

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** SCC/Small Business Development Center Agreement

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

**AUTHORIZED BY:** Don Fisher **CONTACT:** William J. McDermott **EXT.** 7132

**Agenda Date:** 12/14/04 **Regular**  **Consent**  **Work Session**  **Briefing**   
**Public Hearing – 1:30**  **Public Hearing – 7:00**

**MOTION/RECOMMENDATION:**

Staff requests the Board of County Commissioners to approve and authorize the Chairman to execute the agreement between the County and Seminole Community College (SCC) and proceed with disbursing the 2004-05 payment to SCC in the amount of \$100,000 as stipulated in the economic development program budget for services provided through the Small Business Development Center and the Seminole Technology Business Incubation Center located at the Port of Sanford.

**BACKGROUND:**

The Economic Development Agreement between Seminole County and SCC for the operation and administration of the Small Business Development Center Program is due for renewal. The BCC approved \$100,000 for the services within the Economic Development Department's budget this past budget workshop cycle. The Small Business Development Center (SBDC) is an integral part of the small business development efforts in Seminole County. Year to date for 2004, the SBDC has created 94 jobs, assisted 19 business start-ups, assisted in the loan application process and obtained 7 loans for clients, and conducted 11 training seminars. The Seminole Technology Business Incubation Center currently has 12 clients in residence with 63% of the office suites filled.

The contract terms state that \$100,000 will be paid to SCC on or before March 1, 2005.

Attachment: Small Business Development Center 3<sup>rd</sup> Quarter Report  
SCC/SBDC Agreement

**Reviewed by:**  
**Co Atty:** [Signature]  
**DFS:** LS  
**Other:** \_\_\_\_\_  
**DCM:** [Signature]  
**CM:** [Signature]  
**File No.** CED01

SEMINOLE COUNTY/SCC SMALL BUSINESS SERVICES ECONOMIC DEVELOPMENT  
AGREEMENT

**THIS AGREEMENT** is effective as of the 14th day of December, 2004, 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) and specific activities to be accomplished per the County's Business Incubation Program: Community Entrepreneurial Program; and continued support for the STBIC at the Port of Sanford.

**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 term of this Agreement. Said sum is payable on or before March 1, 2005.

**SECTION 5. TERM.**

(a) This Agreement shall be effective from October 1, 2004 and shall remain effective until September 30, 2005.

(b) This Agreement may be renewed on a year to year basis by 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 Government  
1301 East Second 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) 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.

(c) 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.**

(a) 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 enti-

tled to recover from the other, reasonable fees and costs as allowable by law.

**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:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
Carlton D. Henley, 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 Commission-  
ers at their December 14,  
2004, regular meeting.

ATTEST:

SEMINOLE COMMUNITY COLLEGE

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

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