

TAC
Add-on 2/27

Nordelo, Sonia

From: Wayne T Hardy [hardyw@seminolestate.edu]
Sent: Tuesday, February 25, 2014 10:19 AM
To: Nordelo, Sonia
Subject: CRA Project
Attachments: CRA Commitment letter 2.docx

Sonia,

Here is the commitment letter we had discussed. The signature and payment terms were changed along with adding the Ebusiness component.

Wayne T. Hardy CBA
Director, Center for Economic Development
Seminole State College
www.Seminoleinc.com
www.SeminoleSBDC.org
www.Seminoleadvisoryboard.com

Please Note:

Due to Florida's very broad public records law, most written communications to or from College employees regarding College business are public records, available to the public and media upon request. Therefore, this e-mail communication may be subject to public disclosure.

MEMORANDUM OF UNDERSTANDING

I. INTRODUCTION

WHEREAS, it is the policy of the SEMINOLE COUNTY 17-92 COMMUNITY REDEVELOPMENT AREA (CRA) 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 the local economy; and

WHEREAS, SEMINOLE STATE COLLEGE OF FLORIDA (SEMINOLE STATE) has successfully demonstrated to the CRA that SEMINOLE STATE can fully and adequately provide administrative support, and

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

WHEREAS, the CRA desires to enhance this effort for the purpose of encouraging job growth and economic development in Seminole County; and

WHEREAS, the CRA has determined that in order to enhance and preserve the economic well-being and health and welfare of the citizens of Seminole County it is necessary, proper and desirable to support SEMINOLE STATE in order to enhance the economic development of Seminole County.

II. PARTIES TO AND PURPOSE OF THE MEMORANDUM

This MOU is intended to outline the awarding of a grant to THE FOUNDATION FOR SEMINOLE STATE COLLEGE, INC. (THE FOUNDATION) from THE SEMINOLE COUNTY 17-92 COMMUNITY REDEVELOPMENT AREA (CRA) in support of the specific performance of a Database Research Project and a Marketing and E-business Project by the SEMINOLE STATE CENTER FOR ECONOMIC DEVELOPMENT DEPARTMENT (CED).

III. SCOPE OF WORK

It is the desire of CRA to secure the services of the CED at SEMINOLE STATE, and to see no diminution of service which it currently provides, as follows:

- (1) Create an Access database containing:
 - a. Inventory of all property owners within the CRA including:
 - i. All commercial space, rental rates, current occupants, square footage, ceiling heights and current vacancies;
 - ii. Photograph all spaces and parcels;

- iii. Collect from current owners and occupants all contact information including phone/fax, email, website, SIC/NAICS Code and physical address.
- (2) The CED will be the department at SEMINOLE STATE responsible for project coordination. An administrator will supervise the project and host the office that will be the work area for participating SEMINOLE STATE students. The CED will provide the CRA with regular updates as to progress and turnover work product as it becomes available. It is anticipated that the project will encompass three (3) academic terms (Fall 2014, Spring 2015, and Fall 2015). The CED will purchase required workstations/database, mailing lists, postage, and printing, and reimburse any travel expenses and miscellaneous costs.
- (3) The SEMINOLE STATE students who will participate in performing services will be declared Business Information Management majors who are enrolled in their last semester of study as a requirement to graduate. The professor, in conjunction with CED, will design the student work group projects to coincide with CRA project requirements in order for the students to receive a grade but to experience a real world project.

In addition, it is the desire of CRA to secure additional services of the CED at SEMINOLE STATE, and to see no diminution of service which it currently provides, to enhance marketing and e-business within the CRA as follows:

- (1) Provide to CRA a list of hot links to be added to CRA website, including developing an index of hot links that will take web site visitors to various CRA business websites.
- (2) Market to CRA property owners and commercial businesses four (4) seminars that would focus on website design best practices, how to do e-business, and provide attendees with a shell website template that could be converted by the business into a website reflecting those best practices at no cost to CRA attendees. The seminars will emphasize best practices in online marketing and website construction. The CED will not host any websites and does not include that service in this scope of work.
- (3) Provide for businesses that currently have a viable e-business platform a written evaluation of their platform. After the report is delivered to the owner, an appointment will be set up in which the CED will have a Small Business Development Certified Business Analyst provide up to four (4) hours of private and confidential one-on-one consulting with emphasis on functionality and marketing.

CRA may elect to decline the Marketing and E-business Project under the terms in Section XII, Modification.

IV. FINANCIAL TERMS AND PAYMENT FOR SCOPE OF WORK

The CRA hereby agrees to pay THE FOUNDATION the sum of FORTY EIGHT THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$48,500.00) to cover expenses incurred in support of the Database Research Project to be performed by SEMINOLE STATE as described herein, and to pay THE FOUNDATION the sum of TWENTY THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$20,500.00) to cover expenses incurred in support of the Marketing and E-business Project to be performed by SEMINOLE STATE as described

herein. The first payment of \$20,000 is payable on or before June 1, 2014, with the balance to be paid on October 1, 2014. Any additional work beyond the proposed services will be payable at the rate of \$65 per hour.

Funding may be withdrawn or limited at any time by the 17-92 CRA Board, however CRA will reimburse THE FOUNDATION any outstanding funds due to SEMINOLE STATE for deliverables. Termination by CRA shall constitute grounds for immediate termination of this MOU.

V. CONTACTS:

FOR THE FOUNDATION FOR
SEMINOLE STATE COLLEGE:

Dr. John Gyllin
Executive Director
Foundation for Seminole State College of
Florida, Inc.
1055 AAA Drive
Heathrow, Florida 32746

With copies to:
Dr. Joseph A. Sarnovsky
Executive Vice President and Chief
Financial Officer
Seminole State College of Florida
100 Weldon Boulevard
Sanford, FL 32773

Ms. Toni DeMaglio
Coordinator, Grants Support and
Effectiveness
Seminole State College of Florida
100 Weldon Boulevard
Sanford, FL 32773

FOR THE COUNTY:

Sonia Nordelo, 17-92 CRA Manager
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

With copies to:
Tom Tomerlin, Economic Development
Director
Seminole County Government
1055 AAA Drive
Suite 145
Heathrow, Florida 32746

VI. INTENT

The intent is that this MOU shall be effective from June 1, 2014 and shall remain effective until Dec 31, 2015.

VII. BINDING EFFECT

This grant shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and designees of the parties.

VIII. ASSIGNMENT

This grant shall not be assigned by either party without the prior written approval of the other.

IX. INDEMNIFICATION

Subject to sovereign immunity limitations as described in Section 768.28 of the Florida Statutes, SEMINOLE STATE and THE FOUNDATION shall indemnify and hold CRA, and its officers, directors, trustees, and employees harmless from and against any and all claims, liabilities, actions, judgments, losses, damages, costs and expenses (including, without limitation reasonable attorney's fees) asserted against or incurred by any of the parties to be indemnified arising out of or in any way connected with the negligence, acts or omissions of SEMINOLE STATE and THE FOUNDATION, its officers, directors, trustees, and employees pertaining to this MOU. SEMINOLE STATE and THE FOUNDATION's obligations under this Article shall survive the expiration or earlier termination of this MOU.

CRA shall indemnify, defend and hold SEMINOLE STATE and THE FOUNDATION, and its officers, directors, trustees, and employees harmless from and against any and all claims, liabilities, actions, judgments, losses, damages, costs and expenses (including, without limitation reasonable attorney's fees) asserted against or incurred by any of the parties to be indemnified arising out of or in any way connected with the negligence, acts or omissions of CRA, its officers, directors, trustees, and employees pertaining to this MOU. CRA's obligations under this Article shall survive the expiration or earlier termination of this MOU.

X. REPORTING

THE FOUNDATION shall provide CRA with a report regarding the activities pursuant to this grant at the time of each four (4) month period under this grant.

XI. AUDIT AND RECORDKEEPING

THE FOUNDATION will maintain all records, including records of all payments made in connection with this MOU, and make such records and financial statements available as necessary. Records shall include documents and other evidence, including but not limited to vouchers, bills, invoices, requests for payment and other supporting documentation, which according to generally accepted governmental accounting principles, procedures, and practices, sufficiently and properly reflect all program costs expended in the performance of this MOU.

All non-exempt records shall be subject at all times to inspection, review, or audit by CRA, or its duly authorized representative, until the expiration of five (5) years after grant closure, including THE FOUNDATION's non-exempt books, documents, papers and records involving transactions related to this Grant. THE FOUNDATION agrees that payments made

under this Grant shall be subject to reduction for amounts charged which are found on the basis of audit examination not to constitute allowable costs.

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

XII. MODIFICATION

This MOU may be modified through the mutual consent of the parties involved by any party providing 30 days written notice to the other parties of the intent to modify. This notice must include a complete description of the portion or portions of the MOU to be modified and the proposed effective date of the modification. Said modification notice shall be signed by an authorized official of the requesting party, and delivered in writing to the other parties by certified mail, return receipt requested, or in person with proof of delivery. No modification, addition, or deletion of this MOU shall be valid unless in writing and signed by the parties hereto.

XIII. ACCEPTANCE BY:

THE FOUNDATION FOR SEMINOLE STATE COLLEGE, INC.

By: _____ Date _____
Dr. John Gyllin, Executive Director

17-92 COMMUNITY REDEVELOPMENT AREA

By: _____ Date _____
Nicole Guillet, Deputy County Manager