

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Seminole State College Small Business Services Agreement

DEPARTMENT: Economic Development

DIVISION: Operations

AUTHORIZED BY: William McDermott

CONTACT: Shani Beach

EXT: 7135

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute pledge commitment to the Seminole Community College Foundation in the amount of \$150,000.00 for services provided through the Small Business Development Center and the Seminole Technology Business Incubation Center located at the Port of Sanford.

County-wide

William McDermott

BACKGROUND:

The Seminole State College, Small Business Development Center (SBDC) is an integral part of the small business development efforts in Seminole County. So far this calendar year the SBDC has served more than 241 clients, created 16 jobs, retained 11 jobs, assisted 11 business start-ups, and conducted 44 training seminars. In addition, the Seminole Advisory Board Council program is currently working with 13 client companies. The funding request from Seminole State is \$150,000. Funds are available in the Economic Development budget to cover the request.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute pledge commitment to the Seminole Community College Foundation in the amount of \$150,000.00.

ATTACHMENTS:

- 1. Agreement

Additionally Reviewed By:	
<input checked="" type="checkbox"/>	Budget Review (Lisa Spriggs, Ryan Switzer)
<input checked="" type="checkbox"/>	County Attorney Review (Ann Colby)

GIFT COMMITMENT

I/We hereby pledge a total of \$150,000 to support Seminole State College of Florida (SEMINOLE STATE COLLEGE) payable to **Seminole Community College Foundation, Inc.** This gift is to be used for:

SEMINOLE COUNTY/SEMINOLE STATE COLLEGE SMALL BUSINESS SERVICES

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

WHEREAS, SEMINOLE STATE COLLEGE has successfully demonstrated to the COUNTY that SEMINOLE STATE COLLEGE can fully and adequately provide administrative support, and

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

WHEREAS, SEMINOLE STATE COLLEGE will attempt to enhance this County grant by solicitation of additional monies from others; i.e. State, Federal and private sector gifts, grants or contracts; and

WHEREAS, the COUNTY desires to enhance this effort 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 support SEMINOLE STATE COLLEGE in order to enhance the economic development of Seminole County; and

It is the County's desire to support the Seminole State College Small Business Services Department and to see no diminution of service which it currently provides as follows:

(a) 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 State College Small Business Services Department.

(b) The services currently provided by SEMINOLE STATE COLLEGE to the COUNTY include;

- (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 Seminole State College Small Business Services Department.

SECTION 1. BILLING AND PAYMENT OF GIFT. The COUNTY hereby agrees to pay SEMINOLE STATE COLLEGE the sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000) to assist with the goals provided hereunder by SEMINOLE STATE COLLEGE during the term of this Grant. Said sum is payable on or before January 1, 2010.

SECTION 2. TERM.

(a) The term shall be effective from October 1, 2009 and shall remain effective until September 30, 2010.

(b) The funding for this gift may be withdrawn or limited at any time by the Board of County Commissioners.

SECTION 3. REPORTS. SEMINOLE STATE COLLEGE shall provide the COUNTY with an annual report regarding the activities pursuant to this grant at the time of each twelve (12) month period under this grant.

SECTION 4. 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.

SECTION 5. ASSIGNMENT. This grant shall not be assigned by either party without the prior written approval of the other.

SECTION 6. PUBLIC RECORDS. SEMINOLE STATE COLLEGE shall allow public access to all documents, papers, letters or other materials which have been made or received by SEMINOLE STATE COLLEGE in conjunction with this grant.

SECTION 7. RECORDS AND AUDITS.

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

(b) SEMINOLE STATE COLLEGE agrees that the COUNTY or its duly authorized representative shall, until the expiration of five (5) years after grant closure, have access to examine any of SEMINOLE STATE COLLEGE's non-exempt books, documents, papers and records involving transactions related to this Grant. SEMINOLE STATE COLLEGE 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.

(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 Grant, in writing and submission of a final invoice, whichever is sooner. SEMINOLE STATE COLLEGE 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 8. NOTICES.

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

For COUNTY:

Joseph A. Forte, Acting 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
1055 AAA Drive
Suite 145
Heathrow, Florida 32746

For SEMINOLE STATE COLLEGE:

Matthew M. Hodge, Ph.D.
Executive Director
SCC Foundation, Inc.
100 Weldon Boulevard
Sanford, Fl 32773-6199

MEMORANDUM OF UNDERSTANDING

- 1) The SCC Foundation, Inc. (SCC Foundation) and the Seminole State College of Florida Small Business Services Department (Seminole State College SBS) acknowledge that the economic development of Seminole County on behalf of its residents is a clear part of their institutional goals. The SCC Foundation is the recipient of a program enhancement grant (\$150,000) from Seminole County to support existing Seminole State College SBS programs.
- 2) SCC Foundation will transmit the subject amount less the imposed SCC Foundation management fees (2%) to Seminole State College SBS upon receipt from Seminole County.
- 3) Seminole State College SBS will utilize these funds to enhance current and future planned programs and according to the grant's objectives.
- 4) SCC Foundation will seek to further enhance these Seminole County Funds by applying to the State of Florida for matching grants, which will be forwarded to Seminole State College SBS upon receipt less SCC Foundation management fees.
- 5) It is acknowledged by both parties that these enhancement funds are to be utilized as needed without any time restrictions.
- 6) It is further acknowledged that said enhancement grants will be sought by Seminole State College SBS on a reoccurring basis.
- 7) Both parties have the right to request financial records pertaining to this program.

Both institutions reserve the right to cancel this memorandum of understanding with appropriate notice.

APPROVED BY: _____

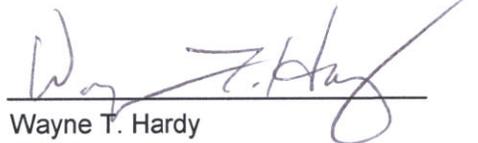


Matthew M. Hodge, Ph.D.
Executive Director
SCC Foundation, Inc.
100 Weldon Boulevard
Sanford, FL 32773-6199

DATE: _____

11.5.09

APPROVED BY: _____



Wayne T. Hardy
Director
Seminole State College of Florida Small Business Services
1445 Dolgner Place
Sanford, FL 32771

DATE: _____

11/4/09