

SEMINOLE COUNTY/SEMINOLE STATE COLLEGE

CENTER FOR BUSINESS DEVELOPMENT

AGREEMENT

THIS AGREEMENT, hereinafter "Agreement" is entered into this day of _____, 20____, by and between SEMINOLE COUNTY, hereinafter "COUNTY", a political subdivision of the State of Florida, whose address is Seminole County Services, 1101 East First Street, Sanford, Florida 32771, and the FOUNDATION FOR SEMINOLE STATE COLLEGE OF FLORIDA, INC., hereinafter "SEMINOLE STATE COLLEGE", a Florida Not for Profit Corporation, whose address is 1055 AAA Drive, Heathrow, Florida 32746, being collectively referred to as the "Parties".

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;

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;

WHEREAS, SEMINOLE STATE COLLEGE's Center for Business Development ("CBD") has been dedicated to helping small businesses in Seminole County for over 20 years with resources and programming all at no cost;

WHEREAS, SEMINOLE STATE COLLEGE has successfully demonstrated to the COUNTY its ability to provide services and resources to assist small businesses;

WHEREAS, SEMINOLE STATE COLLEGE has successfully demonstrated to the COUNTY that it can fully and adequately provide administrative support for the Seminole State College Center for Business Development Department;

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

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

WHEREAS, the Parties enter 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 support SEMINOLE STATE COLLEGE in order to enhance the economic development of Seminole County.

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

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

SECTION 2. PURPOSE AND SERVICES TO BE PROVIDED. The purpose of this Agreement is for SEMINOLE STATE COLLEGE to provide the Services to COUNTY in the manner hereinafter set forth.

(a) The Parties agree that payments from the County shall be utilized to fund a minimum of fifty percent (50%) of one (1) full-time administrator's time and one hundred percent (100%) of one (1) administrative assistant's time to provide coordination and management assistance for the Seminole State College Center for Business Development Department.

(b) SEMINOLE STATE COLLEGE shall provide the following services ("Services") to the COUNTY:

(1) One full-time administrator and one administrative assistant to provide coordination and management assistance for the Seminole State College Center for Business Development (CBD) Department;

(2) Marketing and public relations efforts to recruit new businesses for the Center for Business Development Program, the Small Business Development Center (SBDC), and the ELLE Collective;

(3) Consultation services for start-up and existing small businesses in areas including but not limited to access to capital, financial management, marketing, government contracting, and human resources matters;

(4) Coordination of efforts between the Seminole County Port Authority, the business owners and Seminole County Government regarding the Center for Business Development;

(5) 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 Center for Business Development Department, and, the following Key Performance Indicators ("KPI's"): number of clients; number of consulting hours; number of training events; number of attendees at training events; government contracts secured; capital formation; number of business start-ups; jobs created/retained; and

(6) Upon request by the COUNTY, provide COUNTY Board of County Commissioners an annual verbal report as coordinated by COUNTY's Economic Development Office.

(7) SEMINOLE STATE COLLEGE agrees to abide by the provisions of the Memorandum of Understanding attached hereto as Exhibit A.

SECTION 3. SERVICES. COUNTY agrees to contribute to, and SEMINOLE STATE COLLEGE agrees to furnish, during the term of this Agreement, the services described in Section 2 of this Agreement.

SECTION 4. BILLING AND PAYMENT. The Parties agree as follows:

(a) COUNTY hereby agrees to pay SEMINOLE STATE COLLEGE the sum of ONE HUNDRED AND SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00) for the COUNTY's October 1, 2024, to September 30, 2025, fiscal year ("FY 25"). Said sum shall be paid upon execution of this Agreement.

(b) Subject to budget approval by the Board of County Commissioners for the COUNTY's October 1, 2025, to September 30, 2026, fiscal year ("FY 26"), COUNTY hereby agrees to pay SEMINOLE STATE COLLEGE the sum of ONE HUNDRED AND SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00) for FY 26. Said sum shall be paid on or before December 1, 2025.

(c) Subject to budget approval by the Board of County Commissioners for the COUNTY's October 1, 2026, to September 30, 2027, fiscal year ("FY 27"), COUNTY hereby agrees to pay SEMINOLE STATE COLLEGE the sum of ONE HUNDRED AND SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00) for FY 27. Said sum shall be paid on or before December 1, 2026.

(d) If approved by the Board of County Commissioners for all fiscal years referenced in this section, the total compensation to SEMINOLE STATE COLLEGE for this Agreement shall be limited to FIVE HUNDRED and TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$525,000.00). The funding for this Agreement may be withdrawn or limited at any time by the Board of County Commissioners.

SECTION 5. TERM. The term shall be effective from October 1, 2024, and shall remain in effect until September 30, 2027.

SECTION 6. APPROPRIATIONS. This Agreement is subject to the appropriation of fiscal year funding by the Seminole County Board of County Commissioners. SEMINOLE STATE COLLEGE acknowledges and understands that the Seminole County Board of County Commissioners has not yet adopted either the COUNTY's FY 26 budget or the COUNTY's FY 27 budget, and that the annual funding allocations for both the COUNTY's FY 26 and FY 27 budgets as provided for herein are subject to approval by the Seminole County Board of County Commissioners. Seminole County's performance and obligation to perform under this Agreement is wholly contingent upon the appropriation of funds by the Seminole County Board of County Commissioners, and is, consequently, subject to any modification, including the withholding all or part of Seminole County's intended performance or obligation to perform, in Seminole County's sole discretion. Seminole County has the right to

terminate this Agreement for non-appropriation at no cost or liability to County.

SECTION 7. REPORTS. SEMINOLE STATE COLLEGE 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 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 LAW.

(a) SEMINOLE STATE COLLEGE acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, to release public records to members of the public upon request. SEMINOLE STATE COLLEGE acknowledges that the COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, in the handling of the public records created under this Agreement and that this statute controls over the terms of this Agreement. Upon COUNTY's request, SEMINOLE STATE COLLEGE will provide COUNTY with all requested public records in SEMINOLE STATE COLLEGE 's possession, or will allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs provided under Chapter 119, Florida Statutes, as amended.

(b) SEMINOLE STATE COLLEGE specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, as amended, with regard to public records and must:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

(4) Upon termination of this Agreement, SEMINOLE STATE COLLEGE will transfer, at no cost to COUNTY, all public records in possession of SEMINOLE STATE COLLEGE, or keep and maintain public records required by COUNTY under this Agreement. If SEMINOLE STATE COLLEGE transfers all public records to COUNTY upon completion of this Agreement, SEMINOLE STATE COLLEGE must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SEMINOLE STATE COLLEGE keeps and

maintains the public records upon completion of this Agreement, SEMINOLE STATE COLLEGE must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(c) COUNTY or any of its authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the SEMINOLE STATE COLLEGE which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to SEMINOLE STATE COLLEGE 's personnel for the purpose of interview and discussion related to such documents. For purposes of this Section, the term "SEMINOLE STATE COLLEGE" includes employees to be paid from Funds provided under this Agreement.

(d) IF SEMINOLE STATE COLLEGE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES AND IT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SEMINOLE COUNTY PUBLIC RECORDS COORDINATOR AT: (407) 665-7410, PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, OR 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.

(e) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching Party may terminate this Agreement immediately upon written notice to the breaching Party.

(f) Both SEMINOLE STATE COLLEGE and COUNTY are entities subject to Article XI, Section 24 of the Florida Constitution and Chapter 119, Florida Statutes, including but not limited to Florida Statute 119.0701. Each entity shall be responsible for its own compliance with Florida's public records laws.

SECTION 11. 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 Agreement. Such non- exempt public records shall be and remain available at SEMINOLE STATE COLLEGE 's main offices at all reasonable times during the term of this Agreement and for five (5) years after closure of this Agreement.

(b) SEMINOLE STATE COLLEGE agrees that COUNTY or its duly authorized representative shall, until the expiration of five (5) years after Agreement closure, have access to examine any of SEMINOLE STATE COLLEGE 's non-exempt books, documents, papers, and records involving transactions related to this Agreement. SEMINOLE STATE COLLEGE 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 non-exempt public 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 this Agreement, 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 12. NOTICES.

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

For COUNTY:

County Manager
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

With copies to:

Director
Office of Economic Development and Tourism
Seminole County Government
1055 AAA Drive
Suite 148
Heathrow, Florida 32746

For SEMINOLE STATE COLLEGE:

John Gyllin
Vice President, Resource and Economic Development
Division of Inst Advancement
1055 AAA Drive
Sanford, Florida 32746

(b) Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) five (5) business days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the Party as set forth in subsection (a) above.

(c) 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. GOVERNING LAW, JURISDICTION, AND VENUE. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division.

SECTION 14. INDEMNITY.

(a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and officers, employees, and agents thereof while acting within the scope of their employment.

(b) SEMINOLE STATE COLLEGE shall indemnify and hold Seminole County harmless from any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorney's fees, arising from or related to the communication, action, or inaction of any persons or businesses contracted by SEMINOLE STATE COLLEGE to furnish services in Seminole County or to Seminole County businesses. Seminole County shall not be responsible for any liability resulting from the actions of entities contracted by SEMINOLE STATE COLLEGE, and SEMINOLE STATE COLLEGE assumes full responsibility for the conduct and performance of its contracted entities for the services provided in Section 2 of this Agreement.

(c) Any and all obligations of SEMINOLE STATE COLLEGE to indemnify, hold harmless, or otherwise defend any Party to this Agreement are explicitly made subject to the procedures and limitations of section 768.28, Florida Statutes. Nothing herein is intended to nor shall it be construed to be a waiver of sovereign immunity by SEMINOLE STATE COLLEGE nor COUNTY as adopted in Florida Statute 768.28, nor shall it be construed as consent by SEMINOLE STATE COLLEGE or the COUNTY to be sued by third parties in any matter arising out of this agreement. 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 for COUNTY beyond the waiver provided for in Section 768.28, Florida Statutes.

SECTION 15. INSURANCE.

(a) SEMINOLE STATE COLLEGE, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. SEMINOLE STATE COLLEGE shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. SEMINOLE STATE COLLEGE must adhere to and be advised of the following:

(1) SEMINOLE STATE COLLEGE shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by SEMINOLE STATE COLLEGE will relieve SEMINOLE STATE COLLEGE of its full responsibility for liability, damages, and accidents that may occur during the term of this Agreement.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by

SEMINOLE STATE COLLEGE in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of SEMINOLE STATE COLLEGE.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then SEMINOLE STATE COLLEGE shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and SEMINOLE STATE COLLEGE shall remedy any deficiencies in the insurance policies coverage within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of SEMINOLE STATE COLLEGE or any other party.

(b) General Requirements.

(1) Before commencing work, SEMINOLE STATE COLLEGE shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit B, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, SEMINOLE STATE COLLEGE shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, SEMINOLE STATE COLLEGE shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by SEMINOLE STATE COLLEGE.

(4) Any cost of defense exceeding policy limits, including attorney's fees and attorney's fees on appeal, remain the responsibility of SEMINOLE STATE COLLEGE for all General Liability, Auto Liability, and Employers' Liability coverage.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and SEMINOLE STATE COLLEGE as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, and Business Auto Liability. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by SEMINOLE STATE COLLEGE pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by SEMINOLE STATE COLLEGE.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then SEMINOLE STATE COLLEGE shall immediately notify COUNTY as soon as SEMINOLE STATE COLLEGE has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance

company with a different insurance company meeting the requirements of this Agreement. Until such time as SEMINOLE STATE COLLEGE has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, SEMINOLE STATE COLLEGE will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of SEMINOLE STATE COLLEGE, SEMINOLE STATE COLLEGE, at SEMINOLE STATE COLLEGE 's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit B. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by SEMINOLE STATE COLLEGE and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) SEMINOLE STATE COLLEGE 's insurance must cover SEMINOLE STATE COLLEGE and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by SEMINOLE STATE COLLEGE are as specified in Exhibit B.

(D) If SEMINOLE STATE COLLEGE asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2023), as this statute may be amended from time to time, SEMINOLE STATE COLLEGE shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including SEMINOLE STATE COLLEGE, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) SEMINOLE STATE COLLEGE 's insurance must cover SEMINOLE STATE COLLEGE for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If SEMINOLE STATE COLLEGE 's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by SEMINOLE STATE COLLEGE are as specified in Exhibit B.

(3) Business Auto Liability.

(A) SEMINOLE STATE COLLEGE's insurance must cover SEMINOLE STATE COLLEGE for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event SEMINOLE STATE COLLEGE does not own automobiles, SEMINOLE STATE COLLEGE shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by SEMINOLE STATE COLLEGE are as specified in Exhibit B.

SECTION 16. EVENT OF DEFAULT/REMEDIES.

(a) For purposes of this Agreement, "Event of Default" shall mean any of the following:

(1) SEMINOLE STATE COLLEGE shall misapply or cause the misapplication of COUNTY funds or credits pursuant to this Agreement.

(2) Any representation or warranty made by SEMINOLE STATE COLLEGE herein or in any statement, invoice, or certificate furnished to COUNTY in connection with the performance of this Agreement proves to be untrue in a material respect as of the date of issuance or making thereof and shall not be corrected or brought into compliance within thirty (30) days after written notice thereof to SEMINOLE STATE COLLEGE by COUNTY.

(3) SEMINOLE STATE COLLEGE shall materially breach any covenant contained in this Agreement and such breach shall not be corrected or cured within thirty (30) days after written notice thereof to SEMINOLE STATE COLLEGE by COUNTY; provided, however, that COUNTY may

declare a lesser time period in the event that it finds, in its sole and absolute discretion, that such lesser period is necessary to protect the public health, safety, or welfare.

(4) SEMINOLE STATE COLLEGE fails to provide to COUNTY the written verification, satisfactory to COUNTY, of its performance obligations herein.

(5) SEMINOLE STATE COLLEGE fails to expend funds in accordance with this Agreement.

(b) Remedies. If an Event of Default occurs, then COUNTY may, after thirty (30) days written notice to SEMINOLE STATE COLLEGE and upon SEMINOLE STATE COLLEGE's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

(1) Terminate this Agreement in accordance with Section 12, Notice;

(2) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(3) Withhold or suspend allocation of all or any part of the Payment under section 4, Billing and Payment; or

(4) Require that SEMINOLE STATE COLLEGE refund to COUNTY any Payments used for ineligible purposes under the laws, rules, regulations, or guidance governing the use of these Payments, including this Agreement;

(5) The COUNTY may exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not prevent COUNTY from pursuing any other remedies in this Agreement or provided at law or in equity. If COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by SEMINOLE STATE COLLEGE, it will not affect, extend or waive any other right or remedy of COUNTY, or affect the later exercise of the same right or remedy by COUNTY for any other default by SEMINOLE STATE COLLEGE.

SECTION 17. TERMINATION. COUNTY may, by written notice to SEMINOLE STATE COLLEGE, terminate this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of SEMINOLE STATE COLLEGE to fulfill the Agreement obligations. Upon receipt of such notice, SEMINOLE STATE COLLEGE shall:

(a) Immediately discontinue all services affected unless the notice directs otherwise.

(b) Deliver to COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials which do not have an exemption from the definition of "public record" pursuant to Section 119.011(12), Florida Statutes, as may have been accumulated by SEMINOLE STATE COLLEGE in performing this Agreement, whether completed or in process. In no event shall such delivery include SEMINOLE STATE COLLEGE's background intellectual property, or any intellectual property developed solely by SEMINOLE STATE COLLEGE during the performance of this project.

(c) If the termination is for the convenience of COUNTY, SEMINOLE STATE COLLEGE shall be paid compensation for costs and uncancellable obligations properly incurred through the effective date of termination. If the termination is due to an "Event of Default", SEMINOLE STATE COLLEGE shall be paid compensation for costs and uncancellable obligations properly incurred through the effective date of termination.

(d) If the termination is due to the failure of SEMINOLE STATE COLLEGE to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by agreement or otherwise. SEMINOLE STATE COLLEGE shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of SEMINOLE STATE COLLEGE. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of SEMINOLE STATE COLLEGE.

(e) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that SEMINOLE STATE COLLEGE had not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the payments, as per Section 4, shall be made as provided in subsection (c) of this Section.

(f) The rights and remedies of the parties provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 18. CONFLICT OF INTEREST.

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

(b) SEMINOLE STATE COLLEGE hereby certifies that no officer, agent or employee of COUNTY has any material interest, as defined in Section 112.312, Florida Statutes, either directly or indirectly, in the business of SEMINOLE STATE COLLEGE 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, SEMINOLE STATE COLLEGE hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or other State or Federal agency.

SECTION 19. EMPLOYEE STATUS.

(a) Persons employed or retained by SEMINOLE STATE COLLEGE 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 COUNTY's officers and employees either by operation of law or by COUNTY.

(b) SEMINOLE STATE COLLEGE assumes total responsibility for salaries, employment benefits, contractual rights and benefits, contract payments, and Federal, State and local employment taxes, if any, attributable to SEMINOLE STATE COLLEGE personnel or contractors working on behalf of SEMINOLE STATE COLLEGE's obligations under this Agreement and agree, to the extent required in Section 768.28, Florida Statutes, to indemnify and hold COUNTY harmless from any responsibility for same.

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

SECTION 20. 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 SEMINOLE STATE COLLEGE, and is not intended to nor shall 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 21. SEVERABILITY. If any provision, term, or clause of this Agreement is determined to be invalid or unenforceable, then such provision, term, or clause shall be null and void and shall be deemed separable from the remaining covenants of this Agreement, and shall in no way affect the validity of the remaining covenants and provisions of this Agreement.

Section 22. FOREIGN COUNTRIES OF CONCERN. Pursuant to Section 288.0071, F.S., COUNTY may not knowingly enter into an agreement for economic incentive with a "foreign country of concern". COUNTY is required to obtain an affidavit from SEMINOLE STATE COLLEGE attesting that it is not a "foreign country of concern" as defined by statute. SEMINOLE STATE COLLEGE has completed the required affidavit and it is attached hereto as Exhibit C.

[Remainder of page intentionally blank. Signature page follows]

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

FOUNDATION FOR SEMINOLE STATE COLLEGE OF FLORIDA, INC.

Witness

Print Name

By: _____

John Gyllin, Vice President,
Resource and Economic Development

Date: _____

Witness

Print Name

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____

JAY ZEMBOWER, Chairman

Date: _____

For the use and reliance
of Seminole County, Florida.

As authorized for execution by the
Board of County Commissioners at
its _____, 20____,
regular meeting

Approved as to form and
legal sufficiency.

County Attorney

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

- 1) The Foundation for Seminole State College of Florida, Inc. (Foundation, Inc.) and the Seminole State College of Florida Center for Business Development Department (Seminole State College CBD) acknowledge that the economic development of Seminole County on behalf of its residents is a clear part of their institutional goals. The Foundation, Inc. is the recipient of a program enhancement grant (\$175,000 annually) from Seminole County to support existing Seminole State College CBD programs.
- 2) Foundation, Inc. will transmit the subject amount less the imposed Foundation, Inc. management fees (2%) to Seminole State College CBD upon receipt from Seminole County.
- 3) Seminole State College CBD will utilize these funds to enhance current and future planned programs and according to the grant's objectives.
- 4) Foundation, Inc. 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 CBD upon receipt less Foundation, Inc. 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 CBD 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: _____ DATE: _____
John Gyllin
Vice President, Resource and Economic Development Division of Institutional Advancement
1055 AAA Drive
Heathrow, FL 32746-6199

APPROVED BY: _____ DATE: _____
Amy Kirkland
Associate Vice President, Resource and Economic Development
1055 AAA Drive
Heathrow, FL 32746-6199

EXHIBIT B

INSURANCE REQUIREMENTS

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation: Statutory

Employers' Liability: \$1,000,000 Each Accident
\$1,000,000 Disease Aggregate
\$1,000,000 Disease Each Employee

B. Commercial General Liability Insurance:

\$1,000,000 Per Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury

C. Business Automobile Liability Insurance:

\$1,000,000 Combined Single Limit
(Any Auto or Owned,
Hired, and Non-Owned
Autos)

~~ End Exhibit B ~~

EXHIBIT C

FOREIGN COUNTRY OF CONCERN AFFIDAVIT

Before me, a notary public, in and for the State of Florida – at large, personally appeared, _____, and having first made due oath or affirmation, states:
(Write Name)

1. My name is _____.
(Write Name)
2. I am the _____ of _____.
(Write Title) (Insert Company Name)
3. The Company was formed in _____ and is a _____.
(Country and State) (List Entity, ex. LLC, INC., etc.)
4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.
5. I affirm that the Company is not:
 - a. Owned or controlled by the government of the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a “Foreign Country of Concern”), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where ‘controlled by’ means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; or*
 - b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

(Signature of Affiant)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____.
(Insert Name of Affiant)

Print, Type or Stamp Name of Notary

Personally known _____
OR Produced Identification _____
Type of Identification _____