

**INTERLOCAL AGREEMENT
FOR GTEC INCUBATOR MANAGEMENT SERVICES**

This Interlocal Agreement (“Agreement”) is entered into by and between the CITY OF GAINESVILLE, a Florida municipal corporation (“CITY”), and THE DISTRICT BOARD OF TRUSTEES OF SANTA FE COLLEGE, FLORIDA, a body corporate organized under the laws of the State of Florida (“COLLEGE”), who collectively may be referred to as the “parties” to this Agreement.

WITNESSETH:

WHEREAS, the CITY entered into two Agreements and Mortgages with the United States Department of Commerce, Economic Development Administration (EDA) to develop and operate a technology incubator at 2153 SE Hawthorne Road, Gainesville, Florida, 32641, and which is now known as the Gainesville Technology Entrepreneurship Center (GTEC); see map of GTEC and surrounding property attached as **Exhibit A**; and

WHEREAS, one Agreement and Mortgage between the CITY and EDA (\$1,440,000 for EDA project number 04-11-04392) was entered into on 10/12/1999 and will terminate and be of no further force and effect 20 years from that date, or 10/12/2019; and the other Agreement and Mortgage between the CITY and EDA (\$270,000 for EDA project number 04-01-04729) was entered into on 12/07/2000 and will terminate and be of no further force and effect 20 years from that date, or 12/07/2020; and

WHEREAS, upon the commencement of the operation of GTEC, the CITY contracted with the Gainesville Chamber of Commerce to staff and operate the programs at GTEC. Funding for the Chamber’s management services included payment for GTEC staff, operational expenses and a management fee to the Chamber; and

WHEREAS, in early 2011 the Chamber terminated its agreement for management services and the Gainesville Community Redevelopment Agency, a dependent special district public body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes (“CRA”), took over the operation while the GTEC program was evaluated; and

WHEREAS, the CRA contracted with the Georgia Institute of Technology’s Enterprise Innovation Institute to conduct an assessment of GTEC. Recommendations provided by Georgia Tech included additional focus on selecting a facility manager with exceptional skills and abilities, and enhanced programming. Georgia Tech also recommended physical improvements to the facility; and

WHEREAS, to effectuate an interlocal agreement regarding community development dated April 9, 2019, between the CITY and Alachua County, a charter county and political subdivision of the State of Florida, the CITY is in the process of drafting an ordinance to convert the CRA from a dependent special district to a department of the CITY; and

WHEREAS, until the CITY ordinance just described takes effect, any rights or responsibilities of the CITY under this Agreement may be assumed by the CRA at the sole discretion of CITY; and

WHEREAS, community stakeholders and representatives met with the CITY Mayor and identified several management options for GTEC including the Chamber of Commerce, the Community Redevelopment Agency, the University of Florida, Santa Fe College, and the private sector; and

WHEREAS, CITY heard presentations regarding these options as well as a presentation by representatives from COLLEGE; and

WHEREAS, COLLEGE is a public college located in Gainesville, Florida, and is a member institution of the Florida College System, statutorily authorized and accredited by the Southern Association of Colleges and Schools; and

WHEREAS, COLLEGE currently operates the Center for Innovation and Economic Development in Gainesville and manages the Bradford County Incubator in Starke, both of which are business incubator programs. COLLEGE operates the Perry Center for Emerging Technologies which provides training and support to the Progress Corporate Park in Alachua. As such, COLLEGE has demonstrated exceptional skills and abilities to develop and grow businesses; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969 (Section 163.01, Florida Statutes) authorizes governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, COLLEGE is willing to use its expertise to assist CITY by providing the staffing for incubation management at the GTEC facility to help grow and develop businesses with the purpose of locating those businesses in the Gainesville community; and

WHEREAS, this Agreement captures the intent of the parties to grow and develop businesses which will find permanent homes in the Gainesville community.

NOW, THEREFORE, the parties agree as follows:

1. Definitions

EDA Agreements and Mortgages – means the two Agreements and Mortgages entered into between CITY and the United States Department of Commerce, Economic Development Administration dated October 12, 1999 and December 7, 2000, each recorded in the Alachua County public records. Copies of the EDA Agreements and Mortgages are attached as **Exhibits B and C**.

Incubator – a program designed to support the successful development of start-up and early-stage companies through an array of business support resources and services, developed and orchestrated by incubator management and offered both in the incubator and through the incubator management’s network of contacts.

Incubator Program Fee – CITY will pay COLLEGE an annual fee of \$150,000, subject to legally available funds pursuant to budget and appropriations, to provide incubation management services for the Incubator and as full consideration for the services and obligations of COLLEGE under this Agreement. COLLEGE shall annually submit an invoice prior to the close of its fiscal year and CITY shall pay COLLEGE full amount within 10 business days of receipt of the approved invoice. CITY shall pay COLLEGE a prorated amount of \$150,000 for any term of this Agreement that is not a full year.

Program participant – COLLEGE may offer seminars, classes, and short-term programs to the public in addition to the incubator management services offered to the tenants. Program participants are those non-tenants who take advantage of the seminars, classes, and short-term programs offered by COLLEGE.

Tenant – service, light manufacturing, or technology businesses, firms, or individuals who are being incubated in the GTEC facility. Any non-incubating companies that provide direct services to Tenants may be a Tenant if approved by the CITY via the City Manager or designee’s signature on the lease agreement.

Year – For purposes of this Agreement, when the term “year” is used, unless it is otherwise stated, it is the fiscal year of July 1 to June 30.

2. Agreement Goal

The goal of CITY and COLLEGE under the terms of this Agreement is to increase the number of service, technology and light manufacturing firms established in Gainesville’s city limits in accordance with the placement priority set forth in paragraph 8 of this Agreement.

To achieve the stated goal, COLLEGE will continue to provide a comprehensive program of incubation, education, networking and mentoring at GTEC. COLLEGE will recruit potential tenants, develop tenants, provide business assistance to tenants, provide business support resources and services, and provide a network of contacts within the city. COLLEGE will manage the GTEC incubator program. CITY and COLLEGE will work together to place program graduates in building spaces within the Gainesville City limits. CITY and COLLEGE will work together to provide contacts and available resources for graduating tenants.

The parties acknowledge that pursuant to the EDA Agreements and Mortgages (**Exhibits B and C**), GTEC could only be used as a technology incubator unless the EDA granted permission for additional uses. The CITY requested permission from EDA to expand the use of GTEC to adapt the mission to serve a more broad incubation base, including service and light manufacturing; the EDA provided email confirmation in response to the request, and the email response is attached as **Exhibit D**. COLLEGE acknowledges that, as manager of the Incubator program at GTEC and under the oversight of CITY, it must comply with the terms and conditions of the EDA Agreements and Mortgages, as expanded by **Exhibit D**.

3. Term, Amendment and Notices

This Agreement shall govern the relationship between CITY and COLLEGE with regard to the Incubator program of GTEC for the period from July 1, 2019, through December 31, 2020 . This Agreement shall renew automatically for one-year terms up to five times unless either party submits a cancelation notice in writing to the other party by a date no later than ninety (90) days prior to expiration of the Agreement.

No change, modification, or amendment of this Agreement shall be valid unless the same shall be in writing and signed by both parties hereto.

All notifications shall be sent in writing as follows:

Notice to the CITY shall be sent to:

City of Gainesville
Attn: City Manager
200 E. University Avenue, Suite 402
Gainesville, Florida 32601

Notice to COLLEGE shall be sent to:

Santa Fe College
Attn: President
3000 NW 83rd Street
Gainesville, Florida 32606

4. Incubator Program and GTEC

COLLEGE agrees to provide an incubation program at GTEC with the focus of increasing the number of service, technology and light manufacturing businesses in Gainesville's city limits. COLLEGE will provide a comprehensive incubation program of recruitment, incubation, education, networking and mentoring of Tenant businesses with the ultimate goal of graduating businesses into the Gainesville community. The Incubator program should provide metrics for success, including graduation of a Tenant into the Gainesville business community. As Tenants near graduation, COLLEGE will begin recruiting new Tenants while working with CITY to place graduating tenants into spaces within the CITY limits.

In performing the incubation program, the COLLEGE will offer services that add value and enhance Tenants' chances for growth. In providing incubation programming, COLLEGE will:

1. Provide experienced staff to mentor and assist Tenants in developing Tenants' business
2. Provide educational programs and workshops for Tenants
3. Introduce Tenants to service providers
4. Provide information regarding various potential sources of capital resource and assist Tenants in learning about accessing those resources
5. Connect Tenants to external resources
6. Advise, consult, and support the activities of Tenants
7. Assist CITY in ensuring that the Agreement goal is met
8. Provide a COLLEGE employee or independent contractor to, throughout the term of this Agreement, provide customer service during regular working hours to communicate with and assist the public with all operations taking place at GTEC, which may include but is not limited to the Incubator Program, CITY or CRA offices or operations located at GTEC, or other operations of either COLLEGE or the CITY taking place at GTEC.

CITY and COLLEGE agree that COLLEGE may offer the above programs and services to outside participants in addition to the Tenants of GTEC, provided Tenants are given the first opportunity to participate.

5. GTEC Tenants

As part of the incubation program, COLLEGE will recruit, interview, and screen potential tenants who will qualify and meet the program criteria. COLLEGE will recommend to CITY specific Tenants for space at GTEC. CITY will manage Tenant space so that as Tenants develop and need additional space, it can be provided. CITY will manage Tenants' use and access to common areas and meeting spaces.

COLLEGE will:

1. Provide ancillary services, such as certain audio-visual services at additional fees as applicable;
2. Provide a schedule of fees for ancillary services;
3. Recruit, interview, and screen potential Tenants;
4. Collect rents and fees from Tenants;
5. Co-manage Tenant space placement, Tenant facility use, and Tenant relations with CITY.

CITY will:

1. Adequately staff GTEC with experienced and qualified personnel to manage the maintenance and leasing of the GTEC building facility;
2. Establish rental amounts that address the market and attract certain prospective Tenants;
3. Negotiate lease agreements with Tenants;
4. Monitor and enforce compliance with the lease agreements;
5. Co-manage Tenant space placement, Tenant facility use, and Tenant relations with COLLEGE;
6. Designate an emergency contact person and phone tree for facility-related emergencies.

6. COLLEGE Responsibility to Graduate Tenants

CITY and COLLEGE agree that the goal of this Agreement is to increase the number of service, technology and light manufacturing businesses in Gainesville's city limits in accordance with the placement priority established in paragraph 8 of this Agreement. Accordingly, graduation of Tenants who can successfully do business in Gainesville is the primary focus of the incubation program. COLLEGE commits to encouraging Tenant graduation and will not incentivize Tenants to remain in GTEC if Tenant is ready for graduation. This commitment notwithstanding, the COLLEGE shall solely determine with the Tenants which, if any, Tenants are to be graduated.

Both CITY and COLLEGE will work together to place the graduating businesses within the Gainesville city limits. COLLEGE's responsibilities under this paragraph are:

1. Annually identify each Tenant's anticipated graduation date

2. Facilitate interaction between graduating Tenants and the CRA and CITY's Economic Development Director

COLLEGE acknowledges that its responsibility under this paragraph to graduate Tenants is part of the incubation program.

7. Incubation Program and Management of GTEC

CITY currently owns the GTEC facility. There are thirty-two incubating Tenants and one non-incubating company (Small Business Development Center) that are current GTEC Tenants. CITY may use the GTEC facility for offices or otherwise, in the sole discretion of CITY, provided such use is consistent with the goals of this Agreement and the Agreements and Mortgages with EDA.

A. Use of GTEC Facility

During the term of this Agreement, CITY grants COLLEGE the right to use the GTEC building to operate the incubation program, including the use of office space and incubator work space as specifically depicted in **Exhibit E**, attached to and incorporated in this Agreement, and including any other areas of the GTEC facility that may be mutually agreed upon by the parties. Under no circumstances will COLLEGE be deemed to be a Tenant. CITY and COLLEGE may also make GTEC meeting space available to community groups, organizations, businesses and other non-Tenant program participants with the goal of increasing activity within GTEC or earning revenue to offset operating costs at GTEC. When scheduling GTEC meeting space for non-Tenant use, CITY and COLLEGE will coordinate with Tenants to make certain Tenants are not unduly inconvenienced. CITY shall provide parking for COLLEGE representatives .

B. Leasing and Incubator Program Fee

Upon execution of this Agreement, CITY will maintain and enter into leases with Tenants in accordance with this Agreement, subject to EDA's ultimate approval of a lease. As the fee for the incubation program at GTEC, CITY shall pay COLLEGE an annual Incubator Program Fee as defined in this Agreement. CITY shall collect and retain all rents and fees paid by the program participants and Tenants of GTEC.

8. CITY's and COLLEGE'S Responsibilities Regarding Graduating Tenants

The CITY and COLLEGE have a significant interest in placing graduating tenants within the CITY limits. The COLLEGE AND CITY, or its agents, will assist graduating tenants with locating commercial space in the Gainesville area as follows:

1. The CITY and COLLEGE, or its agents, will hold an initial meeting with a graduating tenant to gain an understanding of the type of facility graduating tenant is seeking.
2. The CITY and COLLEGE, or its agents, will assist the graduating tenant with making contact with owners of available facilities.
3. The CITY and COLLEGE, or its agents, may provide graduating tenant with such other assistance as may be available.

In seeking commercial space for graduating tenants, the CITY, or its agent, will prioritize as follows:

1. The property surrounding GTEC, as depicted in **Exhibit A**.
2. Eastside Community Redevelopment Area.
3. Other Gainesville Community Redevelopment Areas.
4. Gainesville City limits.
5. Alachua County.

9. Mitigation of Liabilities Through Meeting and Reporting

A. Semi-annual Review Meetings

While both parties to this Agreement are public entities and as such are protected by sovereign immunity, failure to comply with the terms and conditions of this Agreement may result in financial damages or loss to the non-breaching party. To mitigate potential financial or property loss to either CITY or COLLEGE, both parties agree to meet semi-annually as scheduled by the CITY to review the terms of the Agreement, to discuss and confirm compliance with the Agreement, to review the success of the program, to identify any potential breach or default of the Agreement, and to work to resolve any potential default.

In the event a breach or default is identified, the parties will take the following steps:

1. Non-breaching party will give written notice of breach/default and give a reasonable amount of time to cure or respond (based on nature of the breach).
2. Party receiving notice of breach/default shall respond in 10 days or cure the default within an agreed-upon amount of time.
3. If the breaching party refuses or fails to cure the default within an agreed-upon time period, the non-breaching party may terminate this Agreement as provided in paragraph 18.

As long as these procedures are followed, financial liability will be minimized and the breaching party will bear only the cost of curing the breach. Notwithstanding the above, each party shall be solely responsible for the negligent or wrongful acts or omissions of its officers, agents, and employees.

B. Reporting Requirements

The parties acknowledge that the construction of the GTEC building was accomplished through grant funding by the EDA. As such there are reporting requirements for which the CITY is responsible to demonstrate that GTEC continues to be used as required by EDA.

Furthermore, it is important for both parties that the goal established by this Agreement is met in accordance with the terms and conditions of the Agreement. Therefore, to measure the success of this Agreement and to satisfy the requirements of the EDA Agreements and Grants, COLLEGE will provide to CITY the following reports or records:

1. Annual budget for the incubation program at GTEC.
2. Annual financial report for the incubation program at GTEC.

3. Semi-annual performance report to be discussed at semi-annual meetings.

10. CITY's Responsibilities Regarding the Maintenance of the GTEC structure and Surrounding Premises

The CITY owns the GTEC building, the ingress and egress to the property, on-site parking, utilities and surrounding vacant property as more specifically described in **Exhibit A**. During the term of this Agreement the CITY will maintain GTEC and the surrounding premises as follows:

A. Building Maintenance

The CITY is wholly responsible for building maintenance and COLLEGE has no duties with regard to building maintenance.

B. The Premises

The CITY is wholly responsible for maintaining the premises and repairs to the GTEC facility and COLLEGE shall have no duties related to maintenance of the premises.

13. Insurance

Each party assumes any and all risks of personal injury and property damage with respect to the willful or negligent acts or omissions of its officers, employees, and agents while acting within the scope of their respective employment. The COLLEGE as an instrumentality of the state warrants and represents that it is self-funded for liability insurance, both private and public, with said protection being applicable to officers, employees, servants and agents while acting within the scope of their employment with a liability limit of \$200,000 for the claims or judgments of any one person and a liability limit of \$300,000 for all claims or judgments arising out of the same incident or occurrence which is the result of any negligent act or omission of COLLEGE, its officers, employees and agents in connection with and pursuant to this agreement in accordance with Section 768.28, Florida Statutes. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the CITY, the State of Florida or its agents, instrumentalities, political subdivisions and agencies to be sued; or (3) waiver of sovereign immunity of the State of Florida beyond the waiver provided in section 768.28 Florida Statutes.

Title to the property remains at all times with the CITY, which shall maintain all hazard insurance required by the Agreements and Mortgages. CITY's property insurance does not cover any item in the building or on the premises that is not the property of the CITY. COLLEGE is not responsible for any damage to the GTEC and its premises by Tenants, program participants, and/or visitors of any kind. The CITY assumes no responsibility and no liability whatsoever for the loss of or damage to property of the COLLEGE, its agents, clients, employees, guests, invitees, and/or visitors except to the extent such liability, loss or damage arises out of the acts or omissions of CITY or CITY's governing body or its employees.

14. Fire Code Enforcement

Hallways and aisles shall be used only for passage, shall not be used for storage of furniture or equipment of any kind, and shall be kept unobstructed at all times, in accordance with fire codes. In operating the incubation program, the COLLEGE shall not transact, nor allow the transaction of any business on the premises, nor keep thereon anything that will increase the rate of the fire insurance on the building, nor conflict with the provisions of the insurance policies on the building or any part thereof. CITY has the duty to promptly notify COLLEGE of any applicable provisions of the insurance policies.

15. Hazardous Substances/Environmental Indemnity

The parties acknowledge that the nature of incubating Tenants' businesses may require the use and storage of hazardous substances. The parties acknowledge that it is Tenants' responsibility to properly use, store, and dispose of all hazardous substances in accordance with Occupational Health and Safety Administration (OSHA) standards.

16. Damage or Destruction of GTEC

In the event the building or any part thereof is destroyed or so damaged by fire or other casualty as to make the GTEC totally or partially unfit for use, the CITY shall have the option either to repair such damage or to terminate this AGREEMENT.

17. Termination of Agreement

- a. Failure of the CITY or COLLEGE to comply with any of the terms and conditions of this Agreement shall be considered a breach of the Agreement. Each party agrees to give the other party notice of any such breach. If the breach is not cured within 10 days from the date notice is sent, the breaching party shall be considered in default, and the Agreement may be terminated.
- b. The parties acknowledge that each is a public entity, subject to the Public Records law. As such, each party shall have the right to terminate this Agreement at any time for refusal by the other party to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by either party in conjunction with this Agreement.
- c. Notwithstanding anything to the contrary herein, either the CITY or COLLEGE may terminate this Agreement by providing no less than forty-five days' advance written notice to do so, unless the parties agree otherwise.
- d. Neither CITY nor COLLEGE shall assign this Agreement in whole or part to any person without the other party's written consent. The consent to one assignment shall not be deemed to be consent to another assignment. In the event the Agreement is assigned without prior written consent, this Agreement may be terminated.

Upon the expiration or termination of this Agreement, the COLLEGE will surrender its rights and obligations to GTEC, to the CITY.

18. General Terms

- a. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. The parties mutually agree that this is a Florida Agreement to be performed in the State of Florida, and any litigation arising hereunder shall be brought and completed in Alachua County, Florida, and other pertinent Florida courts.
- b. The terms set forth in this Agreement constitute all the terms and conditions agreed upon by the parties and no other terms or conditions in the future shall be valid and binding on either party unless reduced to writing and executed by both parties.
- c. No waiver of any breach of this AGREEMENT or delay in the enforcement of the agreement shall constitute a waiver of any preceding or succeeding breach of the right to enforce any other provision hereof. The CITY and COLLEGE are committed to the concept of a long-standing agreement. This Agreement may be modified, but only in writing, as the parties deem fit over the course of time in order to deal with new and changing situations and other issues that may arise. This Agreement will be amended when terms are added, deleted, or modified. Amendments will be by formal written amendments signed by duly authorized representatives of the CITY and COLLEGE.
- d. The CITY and COLLEGE shall not discriminate against any individual because of that individual's ethnicity, race, creed, color, religion, sex, national origin, age, disability, marital status, genetic information, political opinions or affiliations, veteran status, sexual orientation, gender or gender identity with respect to any activity related to the GTEC operations.
- e. The COLLEGE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of the CITY including, but not limited to, mortgages or construction liens against the real property of the CITY or against any interest of CITY.
- f. COLLEGE agrees to permit CITY's officers, authorized employees and agents, and auditors to audit, examine, inspect and have access to the books, records, papers, equipment and facilities of the COLLEGE with respect to this Agreement.
- g. CITY shall be responsible for collecting and remitting to the State sales and use taxes, if any, from the Tenants. In the event the GTEC property becomes subject to ad valorem taxes by the property appraiser, Tenant shall be responsible for the pro rata share of ad valorem taxes.

IN WITNESS WHEREOF, the COLLEGE and CITY have caused this Agreement to be executed for the uses and purposes herein expressed on the day and year first above written.

**The District Board of Trustees of
SANTA FE COLLEGE, FLORIDA:**

Chair Date

Witness Date

Witness Date

CITY:

City Manager or Designee Date

Witness Date

Witness Date

Santa Fe College

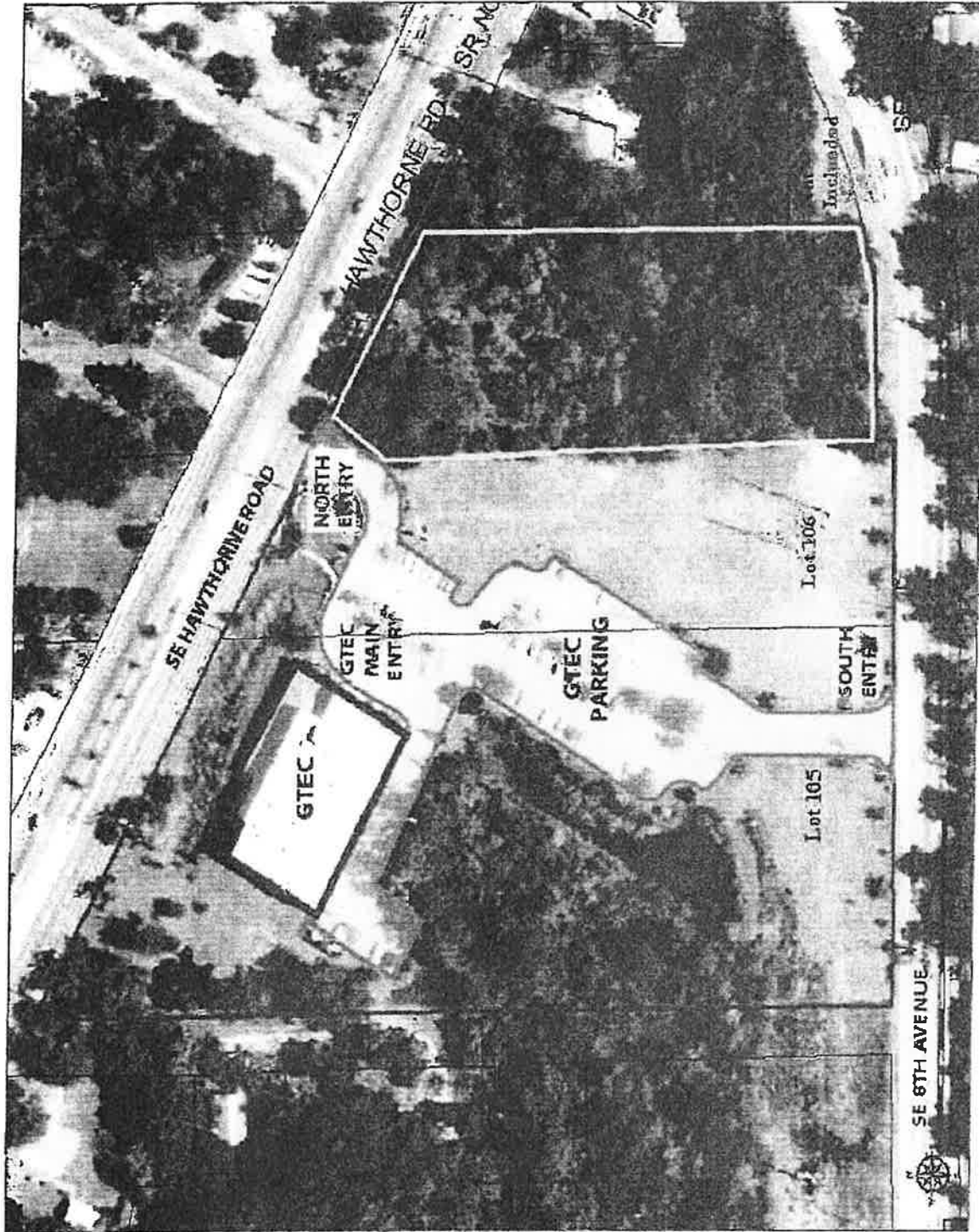
Approved by Vice President

Approved as to Form

Approved as to Funds

Approved as to Insurance

EXHIBIT A
AERIAL OF GTEC BUILDING



City of Gainesville
Community Development

1. Area bordered in red is encumbered by two mortgages with the EDA, contained in OR Book 2254, page 1302 & Book 2326, page 2399.
2. Area in yellow portrays the area release from encumbrances by OR Book 2678, page 619.
3. The triangle segment to the east was not included in the encumbrance.

Legend

- City Limits
- Lot Split
- OR Cluster Subdivisions
- Aerial Image-2010
- RGB
- Red: Band 1
- Green: Band 2
- Blue: Band 3

THE CITY OF GAINESVILLE, FLORIDA, IS THE OFFICIAL ENDORSER OF THE INFORMATION CONTAINED HEREIN. THE CITY OF GAINESVILLE, FLORIDA, IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.



City of Gainesville
Dept. of Planning
and Dev. Services

Exhibit "A"

EXHIBIT B

**AGREEMENT AND MORTGAGE
CITY OF GAINESVILLE AND UNITED STATES DEPARTMENT OF COMMERCE,
ECONOMIC DEVELOPMENT ADMINISTRATION
OCTOBER 12, 1999**

Please return to:
City Attorney's Office
P. O. Box 1110
Gainesville, FL 32602

CIRCUIT COURT CLERK
J.K. "Buddy" Irby
ALACHUA COUNTY, FL
Date 10/13/1999 15:13
Document ID 1639912
Book/Page 2256/ 1302

AGREEMENT AND MORTGAGE

WHEREAS, the City of Gainesville, Florida (hereinafter called "Mortgagor") has applied to, received and accepted from the United States Department of Commerce, Economic Development Administration (EDA) a grant in the amount of One Million Four Hundred Forty Thousand Dollars (\$1,440,000 Grant Amount) pursuant to a Financial Assistance Award dated February 8, 1999, and bearing EDA Project No. 04-11-04392 (the Project); and

WHEREAS, the total project is estimated to cost \$1,800,000; and

WHEREAS, pursuant to the application filed by Mortgagor requesting said grant and pursuant to the Financial Assistance Award, the Grant Amount is to be used for the purpose of making improvements consisting of construction of a building for use as a technology incubator on the real property described in Exhibit "A", attached hereto and made a part hereof (the Property); and

WHEREAS, any transfer or conveyance of a project by an EDA Recipient must have the prior written approval of EDA. However, EDA, under authority of the Public Works and Economic Development Act of 1965, as amended, 42 U.S.C. Section 5121, is not authorized to permit transfer or conveyance of a project to parties which are not eligible to receive EDA grants unless EDA is repaid its share of the fair market value of the project or unless the authorized purpose of the EDA grant is to develop land in order to lease it for a specific use, in which case EDA may authorize a lease of the project if certain conditions are met; and

WHEREAS, the aforesaid grant from EDA provides that the authorized purpose for which the Grant Amount may be used is to develop and improve the Property in order to lease it for a specific use while further providing, inter alia, that Mortgagor will not sell, mortgage, or otherwise use or alienate any right to, or interest in the Property, (other than by a lease which has been previously approved by EDA), or use the Property for purposes other than and different from those purposes set forth in the Financial Assistance Award and the application made by Mortgagor therefor, such alienation or use being prohibited by 13 CFR Part 314, 15 CFR Part 24 or by Office of Management and Budget Circular A-110, Attachment N, (the OMB Circular); and

WHEREAS, at this time, Mortgagor and EDA desire to establish a value for EDA's share of the Project in the event that the Property is used, transferred or alienated in violation of the Financial Assistance Award, applicable OMB Circular, 13 CFR Part 314 or 15 CFR Part 24;

NOW THEREFORE, Mortgagor does hereby grant and convey unto EDA, its successors and assigns, a mortgage on said Property to secure a debt that shall become due and payable by Mortgagor to EDA upon the use, transfer or alienation of the Property in violation of the Financial Assistance Award or in violation of the regulations set forth in 13 CFR Part 314, 15 CFR Part 24 or the applicable OMB Circular, as such Financial Assistance Award, regulations or Circular may be amended from time to time; provided, however, that the lien and encumbrance of this AGREEMENT AND MORTGAGE shall terminate and be of no further force and effect 20 years from the date hereof, which period of years has been established as the useful life of the improvements to the Property. The amount of the lien, encumbrance and debt created by this Agreement shall be the Grant Amount or the amount actually disbursed on

THIS INSTRUMENT PREPARED BY:
JERRY C. FOSTER, REGIONAL COUNSEL, EDA
401 W. PEACHTREE STREET, N. W., SUITE 1820
ATLANTA, GEORGIA 30308-3510

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an amount determined pursuant to 13 CFR Part 314. Mortgagor does hereby acknowledge that said debt shall accrue and be due and payable upon any use, transfer, or alienation prohibited by the Financial Assistance Award, applicable OMB Circular, 13 CFR Part 314 or 15 CFR Part 24, and does, moreover, agree that such debt shall be extinguished only through the full payment thereof to the United States.

The Mortgage and the underlying debt, and any interest thereon, if any, shall not be deemed to constitute a general debt, liability or obligation of the Mortgagor, or a pledge of the faith and credit of the Mortgagor, but shall be payable solely from the Property, and the Mortgagor is not obligated to pay the debt or any interest thereon except from the revenues and proceeds from the Property and neither the faith and credit nor the taxing power of the Mortgagor is pledged to the payment of the debt or any interest thereon.

Mortgagor further covenants and agrees as follows:

1. Lease of Property:

If the Grant Application and Financial Assistance Award authorizes Mortgagor to lease the Property, each lease arrangement shall be subject to the prior written approval of EDA. Prior to EDA granting said approval, it must be satisfied inter alia, that said lease arrangement is consistent with the authorized general and special purpose of the grant; that said lease arrangement will provide adequate employment and economic benefits for the area in which the Property is located; that said lease arrangement is consistent with EDA policies concerning, but not limited to, non-discrimination, nonrelocation and excessive profits and that the proposed Lessee is providing adequate compensation to Mortgagor for said lease. Any Lease Agreement entered into by Mortgagor of the Property shall be subordinate, junior and inferior to this AGREEMENT AND MORTGAGE.

2. Charges; Liens:

Mortgagor shall protect the title and possession of the Property, pay when due all taxes, assessments, and other charges, fines and impositions now existing or hereafter levied or assessed upon the Property and preserve and maintain the priority of the lien hereby created on the Property including any improvements hereafter made a part of the realty.

3. Hazard Insurance:

Mortgagor shall insure and keep insured all improvements now or hereafter created upon the Property against loss or damage by fire and windstorm and any other hazard or hazards included within the term "extended coverage". The amount of insurance shall be the full insurable value of said improvements. Any insurance proceeds received by Mortgagor due to loss shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, Mortgagor shall use said insurance proceeds to compensate EDA for its fair share. EDA's fair share shall be a percentage of said insurance proceeds equal to its grant percentage in the total cost of the grant program for which the damaged or destroyed real property was acquired or improved.

4. Preservation and Maintenance of the Property:

Mortgagor shall keep the Property in good condition and repair and shall not permit or commit any waste, impairment, or deterioration of the Property.

5. Inspection:

EDA may make or cause to be made reasonable entries upon and inspection of the Property.

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6. Condemnation:

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for any conveyance in lieu of condemnation shall be used by Mortgagor to compensate EDA for its fair share. EDA's fair share shall be a percentage of said condemnation proceeds equal to its grant percentage in the total cost of the grant program for which the condemned property was acquired or improved.

7. Forbearance by EDA Not a Waiver:

Any forbearance by EDA in exercising any right or remedy hereunder, or otherwise affordable by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder.

8. Recording of Mortgage - Mortgagor's Copy:

Mortgagor shall record this AGREEMENT AND MORTGAGE in the County where the Property is located, thereby securing to EDA an estate in the Property. Mortgagor shall be furnished a conformed copy of this Mortgage at the time of execution or after recordation thereof.

9. Remedies Cumulative:

All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

10. Notice:

Any Notice from EDA to Mortgagor provided for in this Mortgage shall be mailed by certified mail to Mortgagor's last known address or at such address as Mortgagor may designate to EDA by certified mail to EDA's address, except for any Notice given to Mortgagor in the manner as may be prescribed by applicable law as provided hereafter in this Mortgage.

11. Remedies:

Upon Mortgagor's breach of any covenant or agreement of Mortgagor in this AGREEMENT AND MORTGAGE, EDA, its designees, successors or assigns may declare the entire indebtedness secured hereby immediately due, payable and collectible. This AGREEMENT AND MORTGAGE may be enforced by the Secretary of Commerce of the United States of America, the Assistant Secretary of Commerce for Economic Development or their designees, successors or assigns, by and through a foreclosure action brought either in a United States District Court, or in any State Court having jurisdiction, but such action shall not be deemed to be a waiver of the aforesaid debt or of any possible further or additional action to recover repayment thereof.

After any breach on the part of Mortgagor, EDA, its designees, successors or assigns shall, upon bill filed or the proper legal proceedings being commenced for the foreclosure of this Mortgage, be entitled, as a matter of right, to the appointment by any competent court, without notice to any party, of a receiver of the rents, issues and profits of the Property, with power to lease and control the Property, and with such other powers as may be deemed necessary.

12. Governing Law; Severability:

This AGREEMENT AND MORTGAGE shall be governed by applicable Federal law and nothing contained herein shall be construed to limit the rights the EDA, its designees, successors or assigns is entitled to under applicable Federal law. In the event that any provision or clause of this instrument conflicts with applicable law, such conflict shall not affect other provisions of this instrument which can be given effect without the conflicting provision, and to this end the provisions of this instrument are declared to be severable.

OR Book 2258 Page 1305

- 4 -

IN WITNESS WHEREOF, Mortgagor has hereunto set its hand and seal on this the 12th day of October, 1999.

ATTEST:

By: [Signature]
Kurt Lannes

City of Gainesville, Florida
Mortgagor

By: [Signature]
Paula M. DeLaney

Title: Clerk of the Commission Its: Mayor

Approved as to
form and legality:

[Signature] 10/18/99
Attorney for Mortgagor

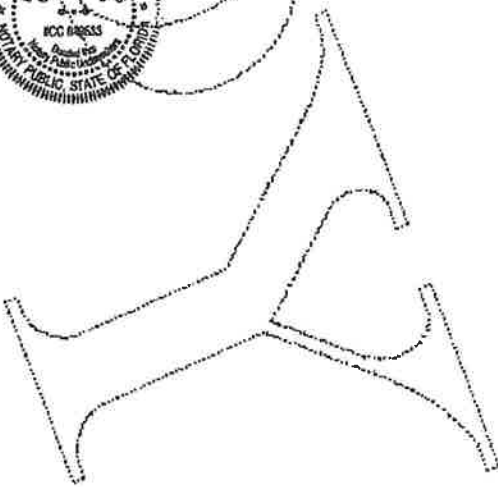
STATE OF FLORIDA
COUNTY OF ALACHUA

I hereby certify that on this day before me Sharon D. Watson, a Notary Public authorized in the State and County aforesaid to take acknowledgments, personally appeared Paula M. DeLaney, to me known to be the person described in and who executed the foregoing instrument as Mayor of City of Gainesville and acknowledged before me that he executed the same as such officer in the name of and on behalf of said City of Gainesville

Witness my hand and official seal in the County and State last aforesaid this 12th day of October, 1999.

[Signature]
Notary Public

My Commission Expires



OR Book 2258 Page 1306

"EXHIBIT A"

LOT 105 NEW GAINESVILLE PLAT BOOK "A", PAGE 66 TAX PARCEL NO. 1340-000-000. LOT 105 LESS WEST 20 FEET FOR RIGHT OF WAY, NEW GAINESVILLE, A SUBDIVISION AS PER PLAT BOOK "A", PAGE 66, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

LOT 106 NEW GAINESVILLE PLAT BOOK "A" PAGE 66 TAX PARCEL NO. 11341-000-000. THAT PORTION OF LOT 106, NEW GAINESVILLE, AS PER THEREOF RECORDED IN PLAT BOOK "A", PAGE 66, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, LYING SOUTH AND WEST OF STATE ROAD NO. 20; LESS THAT PART CONVEYED TO THE CITY OF GAINESVILLE IN O.R. BOOK 2084, PAGE 2793.

EXHIBIT C

**AGREEMENT AND MORTGAGE
CITY OF GAINESVILLE AND UNITED STATES DEPARTMENT OF COMMERCE,
ECONOMIC DEVELOPMENT ADMINISTRATION
NOVEMBER 29, 2000**

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1723409 5 PGS
2000 DEC 11 03:53 PM BK 2326 PG 2398
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK2 Receipt#036607

Please return to:
City Attorney's Office
P.O. Box 1110
Gainesville, FL 32602

Pick up
↑

AGREEMENT AND MORTGAGE

WHEREAS, the City of Gainesville (hereinafter called "Mortgagor") has applied to, received and accepted from the United States Department of Commerce, Economic Development Administration (EDA) a grant in the amount of Two Hundred Seventy Thousand Dollars (\$270,000 Grant Amount) pursuant to a Financial Assistance Award dated September 11, 2000, and bearing EDA Project No. 04-01-04729 (the Project); and

WHEREAS, the total project is estimated to cost \$811,800; and

WHEREAS, pursuant to the application filed by Mortgagor requesting said grant and pursuant to the Financial Assistance Award, the Grant Amount is to be used for the purpose of funding an overrun on EDA Project No. 04-11-04392 which will construct a building for use as a technology incubator on the real property described in Exhibit "A", attached hereto and made a part hereof (the Property); and

WHEREAS, any transfer or conveyance of a project by an EDA Recipient must have the prior written approval of EDA. However, EDA, under authority of the Public Works and Economic Development Act of 1965, as amended, 42 U.S.C. Section 3121, is not authorized to permit transfer or conveyance of a project to parties which are not eligible to receive EDA grants unless EDA is repaid its share of the fair market value of the project or unless the authorized purpose of the EDA grant is to develop land in order to lease it for a specific use, in which case EDA may authorize a lease of the project if certain conditions are met; and

WHEREAS, the aforesaid grant from EDA provides that the authorized purpose for which the Grant Amount may be used is to develop and improve the Property in order to lease it for a specific use while further providing, inter alia, that Mortgagor will not sell, mortgage, or otherwise use or alienate any right to, or interest in the Property, (other than by a lease which has been previously approved by EDA), or use the Property for purposes other than and different from those purposes set forth in the Financial Assistance Award and the application made by Mortgagor therefor, such alienation or use being prohibited by 13 CFR Part 314, 15 CFR Part 24 or by Office of Management and Budget Circular A-110, Attachment N, (the OMB Circular); and

WHEREAS, at this time, Mortgagor and EDA desire to establish a value for EDA's share of the Project in the event that the Property is used, transferred or alienated in violation of the Financial Assistance Award, applicable OMB Circular, 13 CFR Part 314 or 15 CFR Part 24;

NOW THEREFORE, Mortgagor does hereby grant and convey unto EDA, its successors and assigns, a mortgage on said Property to secure a debt that shall become due and payable by Mortgagor to EDA upon the use, transfer or alienation of the Property in violation of the Financial Assistance Award or in violation of the regulations set forth in 13 CFR Part 314, 15 CFR Part 24 or the

THIS INSTRUMENT PREPARED BY:
JERRY C. FOSTER, REGIONAL COUNSEL, EDA
401 W. PEACHTREE STREET, N. W., SUITE 1820
ATLANTA, GEORGIA 30308-3510

OFFICIAL RECORDS INSTRUMENT # 0001723409 5 PGS

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applicable OMB Circular, as such Financial Assistance Award, regulations or Circular may be amended from time to time; provided, however, that the lien and encumbrance of this AGREEMENT AND MORTGAGE shall terminate and be of no further force and effect 20 years from the date hereof, which period of years has been established as the useful life of the improvements to the Property. The amount of the lien, encumbrance and debt created by this Agreement shall be the Grant Amount or the amount actually disbursed or an amount determined pursuant to 13 CFR Part 314. Mortgagor does hereby acknowledge that said debt shall accrue and be due and payable upon any use, transfer, or alienation prohibited by the Financial Assistance Award, applicable OMB Circular, 13 CFR Part 314 or 15 CFR Part 24, and does, moreover, agree that such debt shall be extinguished only through the full payment thereof to the United States.

The Mortgage and the underlying debt, and any interest thereon, if any, shall not be deemed to constitute a general debt, liability or obligation of the Mortgagor, or a pledge of the faith and credit of the Mortgagor, but shall be payable solely from the Property, and the Mortgagor is not obligated to pay the debt or any interest thereon except from the revenues and proceeds from the Property and neither the faith and credit nor the taxing power of the Mortgagor is pledged to the payment of the debt or any interest thereon.

Mortgagor further covenants and agrees as follows:

1. Lease of Property:

If the Grant Application and Financial Assistance Award authorizes Mortgagor to lease the Property, each lease arrangement shall be subject to the prior written approval of EDA. Prior to EDA granting said approval, it must be satisfied inter alia, that said lease arrangement is consistent with the authorized general and special purpose of the grant; that said lease arrangement will provide adequate employment and economic benefits for the area in which the Property is located; that said lease arrangement is consistent with EDA policies concerning, but not limited to, non-discrimination, nonrelocation and excessive profits and that the proposed lessee is providing adequate compensation to Mortgagor for said lease. Any Lease Agreement entered into by Mortgagor of the Property shall be subordinate, junior and inferior to this AGREEMENT AND MORTGAGE.

2. Charges; Liens:

Mortgagor shall protect the title and possession of the Property, pay when due all taxes, assessments, and other charges, fines and impositions now existing or hereafter levied or assessed upon the Property and preserve and maintain the priority of the lien hereby created on the Property including any improvements hereafter made a part of the realty.

3. Hazard Insurance:

Mortgagor shall insure and keep insured all improvements now or hereafter created upon the Property against loss or damage by fire and windstorm and any other hazard or hazards included within the term "extended coverage". The amount of insurance shall be the full insurable value of said improvements. Any insurance proceeds received by Mortgagor due to loss shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, Mortgagor shall use said insurance proceeds to compensate EDA for its

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fair share. EDA's fair share shall be a percentage of said insurance proceeds equal to its grant percentage in the total cost of the grant program for which the damaged or destroyed real property was acquired or improved.

4. Preservation and Maintenance of the Property:

Mortgagor shall keep the Property in good condition and repair and shall not permit or commit any waste, impairment, or deterioration of the Property.

5. Inspection:

EDA may make or cause to be made reasonable entries upon and inspection of the Property.

6. Condemnation:

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for any conveyance in lieu of condemnation shall be used by Mortgagor to compensate EDA for its fair share. EDA's fair share shall be a percentage of said condemnation proceeds equal to its grant percentage in the total cost of the grant program for which the condemned property was acquired or improved.

7. Forbearance by EDA Not a Waiver:

Any forbearance by EDA in exercising any right or remedy hereunder, or otherwise affordable by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder.

8. Recording of Mortgage - Mortgagor's Copy:

Mortgagor shall record this AGREEMENT AND MORTGAGE in the County where the Property is located, thereby securing to EDA an estate in the Property. Mortgagor shall be furnished a conformed copy of this Mortgage at the time of execution or after recordation thereof.

9. Remedies Cumulative:

All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

10. Notice:

Any Notice from EDA to Mortgagor provided for in this Mortgage shall be mailed by certified mail to Mortgagor's last known address or at such address as Mortgagor may designate to EDA by certified mail to EDA's address, except for any Notice given to Mortgagor in the manner as may be prescribed by applicable law as provided hereafter in this Mortgage.

11. Remedies:

Upon Mortgagor's breach of any covenant or agreement of Mortgagor in this AGREEMENT AND MORTGAGE, EDA, its designees, successors or assigns may declare the entire indebtedness secured hereby immediately due, payable and collectible. This AGREEMENT AND MORTGAGE may be enforced by the Secretary of Commerce of the United States of America, the Assistant Secretary of Commerce for Economic Development or their designees, successors or assigns, by and through a foreclosure action brought either in a United States District Court, or in any State Court having jurisdiction, but such action shall not be deemed to be a waiver of the aforesaid debt or of any possible further or additional action to recover repayment thereof.

OFFICIAL RECORDS INSTRUMENT # 0001723409 5 PGS

- 4 -

After any breach on the part of Mortgagor, EDA, its designees, successors or assigns shall, upon bill filed or the proper legal proceedings being commenced for the foreclosure of this Mortgage, be entitled, as a matter of right, to the appointment by any competent court, without notice to any party, of a receiver of the rents, issues and profits of the Property, with power to lease and control the Property, and with such other powers as may be deemed necessary.

12. Governing Law; Severability:

This AGREEMENT AND MORTGAGE shall be governed by applicable Federal law and nothing contained herein shall be construed to limit the rights the EDA, its designees, successors or assigns is entitled to under applicable Federal law. In the event that any provision or clause of this instrument conflicts with applicable law, such conflict shall not affect other provisions of this instrument which can be given effect without the conflicting provision, and to this end the provisions of this instrument are declared to be severable.

IN WITNESS WHEREOF, Mortgagor has hereunto set its hand and seal on this the _____ day of _____, 20_____.

ATTEST: _____
By: [Signature] Title: Clerk of the Commission
City of Gainesville, Florida
Mortgagor
By: Paula M. DeZanay Its: Mayor

Approved: [Signature]
Attorney for Mortgagor
NOV 28 2000

STATE OF FLORIDA
COUNTY OF ALACHUA

I hereby certify that on this day before me Paula M. DeZanay Notary Public authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ to me known to be the person described in and who executed the foregoing instrument as Mayor of City of Gainesville and acknowledged before me that he executed the same as such officer in the name of and on behalf of said _____

Witness my hand and official seal in the County and State last aforesaid this 7th day of December, 2000



Davonia L. Harris
MY COMMISSION # CC281464 EXPIRES
September 17, 2001
ISSUED BY THE STATE OF FLORIDA, INC.

My Commission Expires 9/17/01

Davonia L. Harris
Notary Public

OFFICIAL RECORDS INSTRUMENT # 0001723409 5 PGS

"EXHIBIT A"

LOT 105 NEW GAINESVILLE PLAT BOOK "A", PAGE 66 TAX
PARCEL NO. 1340-000-000, LOT 105 LESS WEST 20 FEET FOR
RIGHT OF WAY, NEW GAINESVILLE, A SUBDIVISION AS PER
PLAT BOOK "A", PAGE 66, OF THE PUBLIC RECORDS OF
ALACHUA COUNTY, FLORIDA.

LOT 106 NEW GAINESVILLE PLAT BOOK "A" PAGE 66 TAX
PARCEL NO. 11341-000-000. THAT PORTION OF LOT 106, NEW
GAINESVILLE, AS PER THEREOF RECORDED IN PLAT BOOK
"A", PAGE 66, OF THE PUBLIC RECORDS OF ALACHUA
COUNTY, FLORIDA, LYING SOUTH AND WEST OF STATE
ROAD NO. 20; LESS THAT PART CONVEYED TO THE CITY OF
GAINESVILLE IN O.R. BOOK 2084, PAGE 2793.

TO
TA

EXHIBIT D

AUTHORIZATION TO BROADEN MISSION

Filters Used:
1 Tagged Record

Email Report

Form Format

Date Printed: 11/20/2013

Time Printed: 7:54AM

Printed By: BENNETTLC

Date	8/28/2013	Time	2:23PM	2:23PM	Duration	0.00 (hours)	Code	Email						
Subject	Authorization to Allow GTEC to Broaden its Mission						Staff	Lisa C Bennett						
Client	CRA	MatterRef	CRA - GTEC			MatterNo	6510.00033							
From	AWilliams@eda.gov													
To	Janoski, Lynn													
CC To	Mertins, Lee; Bennett, Lisa C.													
BCC To														
Reminders	(days before)	Follow	N	Done	N	Notify	N	Hide	N	Trigger	N	Private	N	Status
Custom1						Custom3								
Custom2						Custom4								

Ms. Lynn,

Thank you for being patient as we reviewed your request to adapt the mission of the GTEC from a purely tech focus to serving a more broad business incubation base. EDA will allow this mission change to take place and we also agree that Santa Fe College will operate and provide management services for the GTEC incubator. We are confident that the original objective of creating jobs in the Gainesville area will be continued through this enhanced mission. Please contact me should you have any further questions. Thanks,

Asa R. Williams
 Civil Engineer/Project Manager
 UNITED STATES DEPARTMENT OF COMMERCE
 Economic Development Administration
 ATLANTA REGIONAL OFFICE
 401 W. Peachtree Street, N.W., Suite 1820
 Atlanta, Georgia 30308-3510
 (404) 730-3821 FAX (404) 730-3025
 (404) 809-8419 Cell

awilliams@eda.gov