

First Amendment To

MEMORANDUM OF UNDERSTANDING

Clearwater Business ~~SPARK~~SPARK

THIS MEMORANDUM OF UNDERSTANDING (MOU) IS INTENDED SOLELY AS AN EXPRESSION OF THE GENERAL INTENTIONS OF THE PARTIES. THE PARTIES INTEND THAT NONE OF THE PARTIES SHALL HAVE ANY CONTRACTUAL OBLIGATIONS TO THE OTHERS WITH RESPECT TO THE MATTERS REFERRED TO HEREIN.

Parties, herein referred to together as “Partners” or “Consortium”, or individually as “Partner” or “Member”:

- (a) City of Clearwater – Economic Development & Housing Department
- (b) City of Clearwater Library System
- (c) City of Clearwater Community Redevelopment Agency (CRA)
- (d) Clearwater Regional Chamber of Commerce
- ~~(e) Technical Arts Facility for Innovation and Entrepreneurship (TAFFIE)~~
- (e) Florida Business Incubator, Inc.
- (f) Florida Small Business Development Center (FSBDC) of Pinellas County
Economic Development
- (g) Pinellas County SCORE
- (h) Prospera (fka Hispanic Business Initiative Fund)
- (i) Tampa Bay Black Business Investment Corporation

WHEREAS, Goal 4 of the City of Clearwater Economic Development Strategic Plan, adopted in November 2011, supports and encourages an entrepreneurship and innovation ecosystem and collaboration with regional partners to market Clearwater to target industries; and

WHEREAS, the Urban Land Institute Advisory Services Panel Report issued in September 2014 recommended 1) more active uses of the Clearwater Main Library, and 2) support to new entrepreneurial small businesses by investing in a technology innovation center or business incubator; and

WHEREAS, the Partners have joined together to provide a range of programs, services and facilities to support entrepreneurship, innovation and small business development within the City of Clearwater; and

WHEREAS, “Clearwater Business ~~SPARK~~SPARK” is the name given to this consortium as a means to link together Partners for purposes of marketing and promotion of each Partner’s programs, services, and facilities; and

NOW THEREFORE, -in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties agree as follows:

Section 1. Spirit and Intent

- (a) There is strong interest in the greater Clearwater community for new, small business and entrepreneurial development programs. The Partners recognize the strength and areas of expertise each Partner provides toward achieving the shared goal of business vitality in Clearwater.
- (b) There is a desire to work collaboratively and continuously to provide entrepreneurs, innovators, creators and small business owners with a wide variety of programs, services, education, networking opportunities, and flexible workplaces and spaces. ~~(b) By~~ way of example, and not limitation, attached hereto and incorporated herein as EXHIBIT “A” .:}
- (c) Comprehensive, integrated, and coordinated approaches to the delivery of services to targeted clients are supported by policy, plan, and third party consultants’ studies of the City of Clearwater and the mission and vision of Partner organizations.

Section 2. Roles and Responsibilities

- (a) The Partners will work together to enhance and strengthen entrepreneurship and to support needs of small businesses in Clearwater. The Partners will collectively and individually:
 - i. Provide ~~networking~~ opportunities throughout the greater Clearwater area to build a strong network of experts and mentors to engage and support business development and incubation throughout the region.
 - ii. Host and/or participate in Clearwater Business SPARK events and meet-ups in public spaces to encourage ~~casual~~ dialogue and to promote the culture of innovation and entrepreneurship.
 - iii. Work together to develop a comprehensive mix of services and facility offerings to support a broad range of pre-venture, startup and small/medium size enterprises (SMEs) ~~targeting technology innovation and creative enterprises.~~

- iv. Promote the availability of ~~Partner~~ programs and services ~~provided by the Partners under the single branded name of "Clearwater Business SPARK!"~~ by adding event, date and location to the Clearwater Business SPARK website calendar of events. while retaining the individual and unique identity of each Partner's facilities, programs, and organizational identity.
- v. Provide on a quarterly basis relevant topics, success stories, or photos to Clearwater Business SPARK program coordinator for use in social media/email communications, publications, reports, presentations and other forms of communication to promote the services and impacts of Clearwater Business SPARK and its Partners.
- vi. Provide to Program Coordinator such relevant data and information which may include but is not limited to:
 - a) Number of attendees per event
 - b) Programs provided
 - c) Number of referrals made
 - d) Number of referrals received
 - e) Outcomes of referrals
 - f) Services provided

~~iv.~~ _____

~~v.~~vii. Strive to adopt and adapt programs and services to meet the changing needs of those seeking services.

viii. Jointly establish protocols, common intake processes, performance goals and measures, and make appropriate referrals to program Partners, facilities, or services.

ix. Provide appropriate training of staff who may from time to time engage individuals who seek ~~or need~~ services provided by one or more of the Partners.

x. Provide referrals to Clearwater Business SPARK Partners, as appropriate

xi. Contact referred individual(s) within two (2) business days.

i. Provide written acknowledgement of same to referring Partner.

~~vi.~~ _____

~~vii.~~xii. Actively and continuously seek additional Partners to join Clearwater Business ~~SPARK!~~SPARK as described in Section 6(c).

Section 3. Coordination

(a) At the onset, City of Clearwater will coordinate and facilitate committee meetings.

- i. Executive Committee – Comprised of (1) representative appointed by each Partner. ~~Bi-m~~Monthly meetings (subject to change as the system

matures) to be held at a mutually convenient location to review the ecosystem's operational performance and client services performance as determined by the performance metrics established.

- ii. At a time when Partners deem it necessary, the Executive Committee may form a Services & Facilities Advisory Committee. Comprised of (1) representative appointed by each Partner to evaluate current and future program and facilities offerings. Meeting schedule, frequency and location to be determined.

Section 4. Marketing ~~&~~and Client Recruitment

(a) To provide multiple, yet seamless, points of entry into the system, the Partners will actively promote a single brand identity and include this brand and/or logo in collateral materials, in a prominent location on Partner website and other communications as appropriate.

~~(a)(b)~~ Partners will assist in promoting Clearwater Business SPARK network events and announcements through organizational channels and social media, as appropriate

~~(b)(c)~~ City of Clearwater Economic Development & Housing Department will manage digital and print advertising and sponsored media contracts to market the Clearwater Business SPARK and the programs provided by the Partners and be primary network program-spokesperson.

Section 5. Programmatic Flexibility

- (a) The Partners will provide a commitment to continual evaluation of programs and services within the system to ensure client needs are met in a changing environment.
- (b) Once gaps in services are identified, the Partners will seek funding which may include grants, sponsorships, or fees from appropriate sources including, but not limited to, federal, state and local agencies, community stakeholders, and attendees.

Section 6. Partners ~~&~~and Facilities

(a) Partners participating in Clearwater Business ~~SPARK~~SPARK include:

~~i.~~ Technical Arts Facility for Entrepreneurship and Innovation Florida Business Incubator, Inc.

~~ii.i.~~ Clearwater Main Library

~~iii.ii.~~ Clearwater Regional Chamber of Commerce

~~iii.~~ Florida Small Business Development Center at Pinellas County at Pinellas County Economic Development

~~iv.~~ City of Clearwater Economic Development and Housing Department,~~and~~

- iv. City of Clearwater Community Redevelopment Agency (CRA)-
- v. Pinellas County SCORE
- vi. Prospera
- vii. Tampa Bay Black Business Investment Corporation

(b) Current facilities where programs and services are provided include:

- ~~i. TAFFIE~~
- ~~ii.i.~~ Clearwater Main Main Library and Clearwater Library System branch locations
- ~~iii.ii.~~ Clearwater Regional Chamber of Commerce
- iii. FSBDC at the EpiCenter
- ~~iv.~~

(c) From time to time, by majority vote, Additional additional Partners and Facilities may ~~from time to time~~ be added to Clearwater Business ~~SPARK!~~SPARK by written, executed addendum to this MOU.

(d) From time to time, by majority vote, the Executive Committee may remove a Partner from Clearwater Business SPARK due to one or more of the following conditions:

- i. Failure to act in good faith as a representative of the Consortium
- ii. Failure to promote Partner events
- iii. Failure to promote Consortium events
- iv. Non-disclosure of relevant information affecting the network or the ability of a Partner to perform
- v. Inappropriate use of the Clearwater Business SPARK logo
- vi. Poor attendance at Executive Committee or Services & Facilities Advisory Board meetings
- vii. Failure to respond in a timely manner to Partner or Program Coordinator communications
- viii. Violation of one or more of the requirements established in Section 2(a)i-xii.

Section 7. Sustainability

- (a) The Partners will convene annually to establish a work program, identify resources necessary to sustain Clearwater Business ~~SPARK!~~SPARK and to prepare a budget including in-kind and financial resources necessary to support marketing, programs, and activities of Clearwater Business ~~SPARK!~~SPARK
- (b) The Partners will work together to achieve sustainability within ~~five~~three years of the original date of this MOU (May 7, 2015) through fee-based and free programming supported by sponsorships, in-kind services and grants which may

be ~~pursued by~~obtained by a Partner, certain Partners, or, together, the Consortium jointly by all Partners in Clearwater Business SPARK!.

- (c) During the initial ~~five~~three (3)-year period, it is anticipated ~~that~~ the City of Clearwater Economic Development & Housing Department and the CRA will be the lead agency~~ies~~ providing program support and management as described in Section 4(b) of this MOU.
- (d) The City may consider financial support for marketing, services, programs and facilities that are consistent with the Spirit and Intent (Section 1) of the MOU and the work program established pursuant to Section 7(a).
- (e) It is acknowledged that the City's financial participation will be considered as a part of the annual budget process and that the request will be submitted annually according to the budget schedule, and is subject to City Council approval.
- (f) The other Partners may consider support of Clearwater Business SPARK!SPARK with the following:
 - i. In-kind services and or contracted support including, but not limited to, facilities, programs, services and marketing such as 1) meeting and conference space, 2) meeting and event coordination, 3) services such as coaching, mentoring, and counseling, 4) access to speakers, trainers, and subject-matter experts, 5) promotion and marketing of the consortium through presentations, press releases, newsletters, social media and other forms of communication.

Section 8. The Partners recognize the following as definitions of commonly used terms:

(a) Business Incubator

- i. An organization designed to accelerate the growth and success of entrepreneurial companies through an array of business support resources and services that could include physical space, capital, coaching, common services, and networking connections. The intent is to help small companies in the incubator have a better chance of survival throughout the start-up phase. Services may include, but are not limited to: 1) office space (usually at a reduced rate); 2) office services (e.g. receptionist, conference rooms, computers, office equipment, other); 3) entrepreneurial advice and mentoring (e.g. establishing a web presence, identifying intellectual property licensing opportunities, raising capital); 4) business planning and market adjustment consulting; and 5) contacts and networking providing access to experienced entrepreneurs, innovators and professionals who can answer questions, provide guidance and resources.

(b) Business Accelerator

- i. Very similar to an incubator, but differs in that an accelerator usually has a greater focus on companies entering or growing in a national or global market. Business accelerators are more likely to be financed by venture capitalists looking for an opportunity to finance growth potential through defined action plans.
- (c) Co-Worker Space
- i. Co-worker space is an alternative way of working in which independent professionals, telecommuters, and others with workplace flexibility share one working environment, rather than work remotely in separate offices or places. Co-workers typically do not need to work for the same employer or even know each other to work together in a co-working environment. A co-worker space is often a cafe-like collaboration space, gallery, or productivity-enhancing multi-functional space, with the idea that individual workers come together in a shared place to enjoy greater productivity and a sense of community.
- (d) Makerspace
- i. Makerspaces, also referred to as hackerspaces, hackspaces, and fablabs, are creative, community-operated DIY spaces where people can gather to create, invent, and learn often in the areas of computers, machining, technology, science, digital or electronic art. Commonly used equipment includes 3D printers, software, electronics, craft and hardware supplies/tools.
- (e) Pre-Venture Individuals
- i. Pre-venture individuals, as defined by FSBDC, are those individuals exploring business feasibility and seeking assistance with the establishment of a new business. These individuals have no employees, no sales and have not secured financing for their new venture.
- (f) Start-up Businesses
- i. Start-up businesses, as defined by FSBDC, are new businesses, but not necessarily a new type of business, in business for less than three years. Start-up businesses are defined by the length of time they have been in business (established) and not by the size of their employment or revenues. Start-up businesses are generally in the phase of development with prospect for growth.
- (g) Small and Medium Sized Enterprises (SMEs), as defined by FSBDC
- i. *Stage I* - emerging businesses in business for three or more years with fewer than five FTE (Full Time Employees) or less than \$1M in annual sales revenue. Stage I SMEs are emerging businesses beyond the phase of development with promise for growth in both employment and revenues.

- ii. *Stage II* - established businesses that have been in-business for three or more years and have five or more FTE employees and/or more than \$1M in annual sales revenue. Stage II SMEs have demonstrated an ability to generate significant revenue in their respective industry or market over an extended period of time with the ability and capacity for continuous growth.

Section 9. Acceptance

- (a) The Partners agree to the spirit and intent of this memorandum of understanding and believe it offers the Clearwater area with a new environment for entrepreneurial and small business development and support.
- (b) The Partners agree to strive to work together as described in Sections 1 through 7.

Section 10. Administration

- (a) For purposes of the administration of this agreement, the Clearwater City Council hereby delegates authority to the City Manager or his designee, to administer, evaluate, market, and seek funding for the program, and to adapt objectives, services, partners and facilities by amendment to the MOU, as may be identified for success of the program from time to time.

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AGREED AND ACCEPTED this ____ day
of _____, 201~~7~~⁵.

Countersigned:

CITY OF CLEARWATER, FLORIDA

George N. Cretekos
Mayor

By: _____
William B. Horne II
City Manager

Approved as to form:

Attest:

Laura Lipowski Mahony
Assistant City Attorney

Rosemarie Call
City Clerk

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AGREED AND ACCEPTED:

Countersigned:

**COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF
CLEARWATER, FLORIDA**

Seth Taylor~~Red Irwin~~
~~Executive~~ Director

By: _____
George N. Cretekos

Chairperson

Approved as to form:

Attest:

Pamela K. Akin

Rosemarie Call

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AGREED AND ACCEPTED:

By: _____
Mike Meidel, Director, Pinellas County
Economic Development

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AGREED AND ACCEPTED:

By: _____
Carol Hague, President & CEO,
Clearwater Regional Chamber of
Commerce

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AGREED AND ACCEPTED:

By: _____
~~Steve Allen~~Elaine Mann, Executive
Director-Founder, Florida Business
Incubator, LLC~~Technical Arts Facility for~~
~~Innovation and Entrepreneurship~~

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AGREED AND ACCEPTED:

By: _____
Augusto Sanabria, President and CEO,
Prospera

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AGREED AND ACCEPTED:

By: _____
Walter McCracken, Chapter Chair,
Pinellas County SCORE

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AGREED AND ACCEPTED:

By: _____
Albert Lee, President & CEO, Tampa Bay
Black Business Investment Corporation

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EXHIBIT A

Programs, Services & Facilities identified are examples only and not intended to represent all that is to be provided by each Partner.



