

**THIRD AMENDMENT TO AND RENEWAL OF THE MEMORANDUM OF
UNDERSTANDING BETWEEN THE STAR-TEC ENTERPRISES, INC. AND
PINELLAS COUNTY, FLORIDA**

THIS AGREEMENT made and entered into as of the ___ day of _____, 2021, by and between the Pinellas County Industrial Development Authority (d/b/a the Pinellas County Economic Development Authority) an industrial development authority created by Pinellas County, Florida (PCEDA) and STAR-TEC Enterprises, Inc. a 501(c)(3) not-for-profit corporation (STAR-TEC).

WITNESSETH:

WHEREAS, the above Parties entered into a Memorandum of Understanding (“MOU”) dated October 20, 2016; and,

WHEREAS, the purpose of the MOU is to establish certain responsibilities of the Parties in regard to a project to design and construct a business incubator; and,

WHEREAS, the PARTIES believe it is in the best interest of the residents of Pinellas County to renew this MOU for the benefit of the public.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

Section 1. Section II of the MOU is amended to read as follows:

Section II. Responsibilities of Parties:

- A. STAR-TEC agrees to perform the following activities and provide the following resources:
1. Assist PCEDA and advocate for State legislation appropriations.
 2. Assist PCEDA with submitting, implementing and complying with grant applications and regulations, including the U.S. Economic Development Administration.
 3. Assist PCEDA with soliciting partners and sponsors for business incubator project in accordance with the following guidelines:
 - i. Solicit funds from private donors for funding sponsorship and naming rights as outlined in Exhibit A.
 - ii. Provide two million dollars (\$2,000,000) in funding solicited from private donors for sponsorship naming rights in section 3i payable to a segregated account, the amount collected to be transferred to the Pinellas County Board of County Commissioners, 13805 58th Street North, Suite 1-200, Clearwater, FL 33760 for use exclusively for paying costs of construction of the Incubator that will be managed and operated by STAR-TEC.
 4. Assist PCEDA with the space programming, building design, and selection of fixtures/furniture/equipment (FF&E) of the business incubator.

5. Assist PCEDA to recruit an anchor tenant for the facility, preferably one that is collaborative or symbiotic with the business incubator.
6. Provide any and all records and reports required for compliance with any funding source received.

B. PCEDA and PINELLAS COUNTY agrees to perform the following activities and provide the following resources in support of the MOU:

1. Negotiate with STAR-TEC to be the third-party operator of incubator.
2. Submit grant applications including to the U.S. Economic Development Administration.
3. Act as Project Director for the administration and implementation of any grant funding obtained.
4. Upon securing necessary funding, design and construct the business incubator, which at a minimum, should provide free Wi-Fi, conference/training room(s), staff offices, restrooms, offices and shared workspaces for startups, reception area, teleconferencing capabilities, and a kitchen/lounge.
5. Advocate for State legislation appropriations.
6. Solicit partners and sponsors for business incubator project.
7. Work to recruit and anchor tenant for the facility, preferably one that is collaborative or symbiotic with the business incubator.
8. Execute documents to effectuate the transfer of property located in St. Petersburg to Pinellas County and/or the PCEDA to be used as the site for the incubator.

Section 2.

This MOU is hereby renewed pursuant to section IV thereof, effective upon execution, and continuing for a period of twelve months from that date and will auto-renew annually up to two consecutive years unless terminated or cancelled as provided therein.

Section 3.

This Third Amendment shall take effect immediately upon execution by the Parties.

Section 4.

All other terms and conditions of the MOU between the parties shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

PINELLAS COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY d/b/a PINELLAS
COUNTY ECONOMIC DEVELOPMENT AUTHORITY,
by and through the PINELLAS COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Chair

STAR-TEC Enterprises, Inc.

By: _____
President & CEO

APPROVED AS TO FORM
By: Matthew Tolnay
Office of the County Attorney