



HIGH VALUE JOB CREATION PROGRAM AGREEMENT

THIS AGREEMENT is made as of the _____ day of _____, 20____, by and between Lake County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as COUNTY, and , a corporation authorized to do business in the State of Florida, hereinafter referred to as COMPANY, whose Federal I.D. number is _____.

WITNESSETH:

WHEREAS, it is the policy of County to stimulate short term economic growth in Lake County, by either attracting new businesses to Lake County or by expanding existing businesses within Lake County that would otherwise expand elsewhere; and

WHEREAS, the creation of new employment opportunities for residents of Lake County and the increased tax revenues resulting from such business expansion or relocation within Lake County is beneficial to the local economy; and

WHEREAS, the Board of County Commissioners has determined that offering a High Value Job Creation Program encourages either existing businesses to expand or new businesses to enter Lake County and thereby create new employment opportunities for the residents of Lake County; and

WHEREAS, Lake County, through its Board of County Commissioners, has created a High Value Job Creation Program; and

WHEREAS, COMPANY, will either relocate to Lake County or expand its existing business in Lake County and thereby create certain new employment opportunities at a certain average salary level in Lake County in accordance with the COUNTY'S Economic Development Plan when COUNTY provides to COMPANY, a High Value Job Creation Program Grant; and

WHEREAS, COMPANY has been determined to be eligible to receive a High Value Job Creation Development Program Grant by COUNTY'S Department of Economic Growth and Redevelopment;

WHEREAS, COUNTY finds and declares that it is in the public's best interest to award a High Value Job Creation Program Grant to COMPANY pursuant to the terms of this Agreement.



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NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties do agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.
2. This Agreement shall be effective upon the day of execution by the last party and shall terminate upon completion of and compliance with the auditing and report provisions set forth in paragraphs four (4), five (5), and six (6) of this Agreement.
3. COMPANY will be eligible for a High Value Job Creation Program Grant (hereinafter a "Grant") of an amount not to exceed , which Grant shall be payable in accordance with the terms of this Agreement. (COMPANY may re-apply for additional funds in the event additional qualifying jobs are created.)
4. COMPANY agrees as follows:
 - A. COMPANY shall relocate/locate its business operations in Lake County at the site described as , Florida.
 - B. COMPANY shall create approximately permanent, full time jobs paying a minimum of 115% of the average annual wage for Lake County as determined by the Florida Department of Labor and Employment Security. COMPANY acknowledges that a minimum of ten (10) jobs must be created within two years for new businesses and a minimum of five (5) jobs must be created in one year for existing businesses.
 - C. COMPANY agrees that if after the specified time period, the business fails to hire the required number of persons or retain the positions for which investment fund dollars have been received for two years after creation, COMPANY will reimburse COUNTY with a pro-rata payment of grant funds received by the COMPANY.
5. For a period of four (4) years after the conclusion of the effective date of this Agreement, the COMPANY will provide COUNTY with annual status reports of its business operations within Lake County, which reports shall consist of Department of Labor reports detailing employees by name, position, hourly rate, hours worked and other information typically provided to the United States Department of Labor.



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6. The Grant funds available under this Agreement as referenced in Paragraph 3 above, will be provided only for reimbursement of expenses associated with the physical move, relocation and/or expansion of COMPANY to Lake County as set forth in Exhibit "A", Paragraph 4, entitled "Use of Funds", which is attached hereto and made a part hereof. To be eligible for reimbursement, such expenses must be: A. Incurred as a result of this expansion, relocation or development, and; B. Incurred not more than twelve (12) calendar months subsequent to the effective date of the agreement.

7. Funds are to be released upon hiring of qualifying positions, to be demonstrated by the filing of a certificate or affidavit of the COMPANY with the Board of County Commissioners.

8. COMPANY agrees to protect, defend, reimburse, indemnify and hold COUNTY, its agents, its employees, and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages other than those arising solely from COUNTY'S conduct, including attorney's fees, and causes of action of every kind and character against and from COUNTY which arise out of this Agreement. COMPANY recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by County in support of this clause in accordance with the laws of the State of Florida. This paragraph shall survive the termination of the Agreement.

9. COUNTY'S obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the Board of County Commissioners. County acknowledges having received such appropriation for calendar (insert year).

10. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Lake County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

11. COMPANY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for COMPANY, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for COMPANY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.



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12. COMPANY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

13. The parties expressly agree that time is of the essence in this Agreement and this failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

14. If any legal action or other proceedings is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties, shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

15. NOTICES: All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

Office of Economic Development & Tourism
315 West Main Street, Suite 520
Post Office Box 7800
Tavares, FL 32778-7800
Phone: 352-742-3918
Fax: 352-742-3906

- A. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.