

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Jobs Growth Incentive Agreement with The Fathers Table LLC

DEPARTMENT: Economic Development

DIVISION: Operations

AUTHORIZED BY: William McDermott

CONTACT: Shani Beach

EXT: 7135

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Jobs Growth Incentive Agreement between Seminole County and The Fathers Table LLC and approve and authorize the Chairman to execute the Interlocal Agreement with the City of Sanford.

County-wide

William J. McDermott

BACKGROUND:

The Father's Table LLC (TFT) is a privately owned dessert manufacturer located at 2100 Country Club Rd Sanford. The Fathers Table grew 14.60% from 2007 to 2008 and has a Compound Annual Growth Rate for 5 years of 12.79%. In order to accommodate this growth TFT has plans to expand their operation and open a new facility on Lake Mary Blvd. This new facility will generate 50 new jobs (30 full time with benefits) within a three year period and include a capital investment of \$2.5 million.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Jobs Growth Incentive Agreement between Seminole County and The Fathers Table LLC in the amount of \$60,000 and approve and authorize the Chairman to execute an Interlocal Agreement with the City of Sanford regarding the City's contribution in the amount of \$30,000.

ATTACHMENTS:

1. Father's Table ROI
2. Agreement
3. Agreement

Additionally Reviewed By:	
<input checked="" type="checkbox"/>	Budget Review (Angela Singleton, Lisa Spriggs)
<input checked="" type="checkbox"/>	County Attorney Review (Ann Colby)

Name of Company	The Father's Table, LLC	
Taxable Value/Capital Investment	(excluding land purchase)	\$2,500,000
Company Information:		
Proposed Location:	2301 Lake Mary Blvd	
Incentive Award	\$60,000 Split between the City of Sanford and the County	\$ 30,000
Taxing Entities (Ad Valorem):	Rate	Tax (\$)
Total Countywide/General Fund	0.0045153	\$ 11,288
St. Johns River Water Management District	0.0004158	\$ 1,040
School Board	0.0075430	\$ 18,858
Sanford	0.006325	\$ 15,813
Total County + City	0.0187991	\$ -
		<u>\$ 46,998</u>
*Note: Based on 2008 millage rates.		



County Only	Return of Ad Valorem	
Seminole County/All BCC Millages	or approximately	2.7 Years 32 Months



All Countywide	Return of Ad Valorem	
Countywide	or approximately	0.6 Years 8 Months

**SEMINOLE COUNTY/CITY OF SANFORD
JOBS GROWTH INCENTIVE PROGRAM FUNDING AGREEMENT
(THE FATHER'S TABLE, LLC)**

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and the **CITY OF SANFORD**, a Florida municipal corporation, whose address is 300 N. Park Avenue, Sanford, Florida 32771, hereinafter referred to as "CITY".

W I T N E S S E T H:

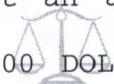
WHEREAS, it is the policy of COUNTY and CITY to aggressively stimulate economic growth in Seminole County and the City of Sanford by, among other things, either attracting new business or encouraging the expansion of existing  business within their respective jurisdictions; and

WHEREAS, the creation of new employment opportunities for residents of Seminole County and the City of Sanford and the increased tax revenues resulting from business expansion are beneficial to the sustained health of the local economy; and

WHEREAS, CITY and COUNTY have determined that offering a Jobs Growth Incentive Program encourages both existing business to expand and new business to locate resulting in diverse positive employment opportunities for the residents of Seminole County and the City of Sanford; and

WHEREAS, CITY and COUNTY have enacted Jobs Growth Incentive Ordinances and have the fiscal capacity to conduct and accomplish the programs relating thereto; and

WHEREAS, THE FATHER'S TABLE, LLC, hereinafter referred to as "COMPANY", will expand its business in Seminole County and the City of Sanford and thereby create certain full-time employment opportunities at a certain average salary level and make certain capital investments all in accordance with COUNTY's Economic Development Strategy, COUNTY's Economic Development Element, COMPANY's Jobs Growth Incentive Grant Application, and COUNTY's Jobs Growth Incentive Ordinance; and

WHEREAS, COMPANY is proposing the renovation of a current facility, and leasing and renovation of a new additional facility, at locations in Seminole County at an approximate cost of TWO MILLION FIVE HUNDRED THOUSAND AND NO/100  DOLLARS (\$2,500,000.00), which sum represents a significant capital investment; and

WHEREAS, the new jobs created and capital investment made by COMPANY will make the project economically viable in terms of COUNTY's and the CITY's economic development; and

WHEREAS, COMPANY is eligible to receive Job Growth Incentive Grants from COUNTY and CITY; and

WHEREAS, COUNTY and CITY find and declare that it is in the public's best interest and serves a public purpose to award a grant and/or other assistance to COMPANY pursuant to the terms of this Agreement; and

WHEREAS, COUNTY and CITY desire to enter into this Agreement for the purpose of facilitating the payment of COUNTY and CITY funds to COMPANY under a Jobs Growth Incentive Grant,

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

1. Pursuant to its Jobs Growth Incentive Program Agreement with COMPANY, COUNTY agrees to pay to COMPANY the total sum of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) upon COMPANY's fulfillment of certain conditions as expressed in said Agreement.

2. CITY agrees to pay to COUNTY the sum of THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) as its portion of the Jobs Growth Incentive Grant for the COMPANY.  Said sum shall be paid to COUNTY no later than thirty (30) days after COUNTY's verification to CITY that COMPANY has fulfilled all conditions necessary to qualify for COUNTY's Jobs Growth Incentive Grant.

3. COUNTY agrees to provide CITY with copies of all annual reports and other documents provided to COUNTY by COMPANY pursuant to COUNTY's Agreement with COMPANY, and further, COUNTY agrees to notify CITY when COMPANY has satisfied all of its obligations to CITY and COUNTY under COUNTY's Jobs Growth Incentive Program Agreement with COMPANY.

4. In the event of COMPANY's default in its Agreement with COUNTY, all monetary recoverables shall become the sole property of

COUNTY, and COUNTY shall refund fifty percent (50%) of those recoverables to CITY.

5. (a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees, and agents thereof.

(b) 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 of COUNTY and CITY beyond the waiver provided for in Section 768.28, Florida Statutes.

(c) The waiver of a provision herein by either party shall not constitute the further waiver of said provision or the waiver of any other provision.

6. Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

7. (a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

8. In providing all services pursuant to this Agreement, the parties shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CITY as provided hereinabove.

9. (a) The parties agree that they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The parties hereby  certify that no officer, agent, or employee of COUNTY or CITY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5 percent) either directly or indirectly in the business 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, the parties hereby agree that monies received by COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the legislature or any other State or Federal agency.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposed herein expressed on the day and year first above written.

ATTEST:

CITY OF SANFORD

JANET R. DOUGHERTY, City Clerk

By: _____
LINDA KUHN, Mayor

Approved as to form and
legal sufficiency.

Date: _____

WILLIAM L. COLBERT
City Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

Approved as to form and
legal sufficiency.

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

County Attorney

AEC/lpk
5/20/09

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**SEMINOLE COUNTY
JOBS GROWTH INCENTIVE PROGRAM AGREEMENT
(THE FATHER'S TABLE, LLC)**

THIS AGREEMENT is effective as of the ____ day of _____, 2008, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **THE FATHER'S TABLE, LLC**, authorized to do business and doing business in the State of Florida, whose Federal Employer I.D. Number is 59-3578064 and whose address is 2100 Country Club Road, Sanford, Florida 32771, hereinafter referred to as "COMPANY".

W I T N E S S E T H :

WHEREAS, it is the policy of COUNTY to aggressively stimulate economic growth in Seminole County by, among other things, either attracting new business or encouraging the expansion of existing business within Seminole County; and

WHEREAS, the creation of new employment opportunities for residents of Seminole County and the increased tax revenues resulting from business expansion within Seminole County are beneficial to the sustained health of the local economy; and

WHEREAS, the Board of County Commissioners has determined that offering a Jobs Growth Incentive Program encourages both existing business to expand and new business to locate resulting in diverse positive employment opportunities for the residents of Seminole County; and

WHEREAS, Seminole County, through its Board of County Commissioners, has enacted a Jobs Growth Incentive Ordinance and has

the fiscal capacity to conduct and accomplish the programs relating thereto; and

WHEREAS, COMPANY will expand its business in Seminole County and thereby create certain full-time employment opportunities at a certain average salary level and make certain capital investments all in accordance with COUNTY's Economic Development Strategy, COUNTY's Economic Development Element, COMPANY's Jobs Growth Incentive Grant Application, and COUNTY's Jobs Growth Incentive Ordinance; and

WHEREAS, COMPANY and COUNTY desire to enter into this Agreement for the purpose of giving additional assurances to COUNTY that certain expenditures by COUNTY will produce the desired economic impact in Seminole County as a result of COMPANY's activities; and

WHEREAS, COMPANY is proposing leasing and renovation of a new facility at 2301 E. Lake Mary Boulevard, Sanford, Florida 32773, and renovation of existing facility located at 2100 Country Club Road, Sanford, Florida 32771, at an approximate cost of TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00), which sum represents a significant investment; and

WHEREAS, the new jobs created and capital investment made by COMPANY will make the project economically viable in terms of Seminole County's economic development; and

WHEREAS, COMPANY is eligible to receive a Jobs Growth Incentive Grant from COUNTY; and

WHEREAS, COUNTY has determined that, in order to enhance and preserve the health, education, and welfare of the citizens of COUNTY, it is necessary, proper, and desirable to enter into this Agreement

with COMPANY in order to enhance and sustain the economic development of Seminole County; and

WHEREAS, COUNTY finds and declares that it is in the public's best interest and serves a public purpose to award a grant and/or other assistance to COMPANY pursuant to the terms of this Agreement,

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and 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. DEFINITIONS.

(a) "New Permanent Jobs"  means new permanent jobs made available to persons not having been previously employed by COMPANY, such jobs being established for a minimum of two (2) years and having a minimum average annual base wage, excluding all employer paid benefits, of TWENTY-FOUR THOUSAND AND NO/100 DOLLARS (\$24,000.00).

(b) "Project" means expansion and physical renovation of facilities located at 2100 Country Club Road, Sanford, Florida 32771 and 2301 E. Lake Mary Boulevard, Sanford, Florida 32773, to include purchase of new equipment, totaling not less than TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00).

SECTION 3. REPRESENTATIONS OF COMPANY. COMPANY hereby represents and warrants to COUNTY the following:

(a) COMPANY is duly organized and validly existing under the laws of the State of Florida and is authorized to do and is doing business in the State of Florida.

(b) COMPANY has the corporate power, authority and legal right to execute, deliver, and perform this Agreement. The execution, delivery, and performance of this Agreement by COMPANY have been duly authorized by all necessary corporate and shareholder action.

SECTION 4. COVENANTS OF COMPANY. COMPANY hereby covenants with COUNTY to do the following:

(a) COMPANY agrees to expand its business operations in Seminole County and agrees to create and provide certain employment opportunities in Seminole County, as more specifically set forth below. COMPANY will secure its obligations relating to this Agreement by causing to be issued, in favor of COUNTY, a performance bond, letter of credit, real property lien, or other surety satisfactory to COUNTY.

(b) In consideration of approval of its application for funds under the provisions of this Agreement by COUNTY, COMPANY guarantees that thirty (30) New Permanent Jobs will be created on or before three (3) years from the date this Agreement is approved by the Board of County Commissioners of Seminole County, Florida. The total number of Permanent New Jobs represents a COUNTY expenditure of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) per Permanent New Job created. Said Permanent New Jobs shall be maintained for a period of at least twenty-four (24) months from date of hire. All Permanent New Jobs must be created, occupied (personnel may change) and sustained for twenty-

four (24) months within a forty-eight (48) month period. Job announcements and vacancies must be advertised locally and notice must be forwarded to Workforce Central Florida and the Seminole County Community Services Department.

(c) New permanent employment means permanent jobs made available by COMPANY to persons not previously employed by COMPANY and shall be compensated at an average minimum salary of TWENTY-FOUR THOUSAND AND NO/100 DOLLARS (\$24,000.00) per annum excluding all paid employee/employer fringe benefits.

(d) COMPANY agrees that the project will result in the expenditure of at least TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00) of capital investment relating to the Project.

(e) COMPANY agrees that the Project will commence on or before the effective date of this Agreement and be completed within three (3) years.

(f) COMPANY shall provide written verification, satisfactory to COUNTY, demonstrating compliance with this Agreement.

(g) When the jobs have been created or capital investments have been made, COMPANY shall cause notice to be given to COUNTY and will make the documentation available for review and inspection by COUNTY.

SECTION 5. COVENANTS OF COUNTY/GRANT FUNDS.

(a) COUNTY agrees to provide COMPANY with funds to assist in the building renovation/expansion costs, purchase of new equipment and other legitimate business costs needed for the expansion of COMPANY in Seminole County in an amount not to exceed SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00). Payments in advance shall be made upon receipt

by COUNTY of a request for funds listing projected costs. Said request shall be reviewed and approved by COUNTY's Economic Development Director.

(b) COMPANY agrees to fully secure its obligations relating to this Agreement by causing to issue, in favor of COUNTY, a letter of credit, performance bond, or other surety acceptable to COUNTY.

(c) COUNTY conditions its obligation herein subject to COMPANY promptly furnishing to COUNTY evidence satisfactory to COUNTY that COMPANY has accomplished its obligations relating to the Project. Reports shall be made to COUNTY by COMPANY every twelve (12) months in a format provided by and satisfactory to COUNTY.

SECTION 6. TERM. This Agreement shall become effective upon execution by COUNTY and COMPANY and shall remain in effect through close out of this Agreement pursuant to and consistent with its terms.

SECTION 7. REPORTS.

(a) COMPANY shall provide COUNTY with reports at least every twelve (12) months beginning with the effective date of this Agreement and every twelve (12) months thereafter, or as frequently as specified by COUNTY, on forms provided by COUNTY, for the duration of the Project. These reports shall give information regarding the number of New Permanent Jobs that have been provided by the Project and of all activities affecting the implementation of this Agreement including, but not limited to, a narrative summary of progress on the Project in the report form approved by COUNTY.

(b) COMPANY shall provide to COUNTY a written annual verification, satisfactory to COUNTY in its sole discretion, of

compliance by COMPANY with all agreed upon performance standards, as set forth herein, which verification must be certified by an officer of COMPANY and submitted to COUNTY. Annual verifications shall cover the entire twelve (12) month period subsequent to the effective date of this Agreement and subsequent twelve (12) month periods for a total of five (5) annual verifications. COMPANY, at its sole cost and expense, shall provide such verification to COUNTY.

SECTION 8. FORCE MAJEURE. In the event any party hereunder fails to satisfy a requirement imposed in a timely manner due to a hurricane, flood, tornado, or other act of God or force majeure, then said party shall be in default hereunder; provided, however, that performance shall recommence upon such event ceasing its effect.

SECTION 9. 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 10. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and only by a document of equal dignity herewith.

SECTION 11. PUBLIC RECORDS LAW. COMPANY acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes to release public records to members of the public upon request. COMPANY acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes in the handling of the materials created under this

Agreement and that said statute controls over the terms of this Agreement.

SECTION 12. RECORDS AND AUDITS.

(a) COMPANY shall maintain at its place of business all books, documents, papers, and other evidences pertaining to work performed under this Agreement. Such records shall be and remain available at COMPANY's place of business at all reasonable times during the term of this Agreement and for five (5) years after Agreement closure.

(b) COMPANY agrees that COUNTY, or its duly authorized representatives, shall have access to examine any of COMPANY's books, documents, papers, and records involving transactions related to this Agreement for five (5) years after Agreement closure. COMPANY agrees that payments made under this Agreement shall be subject to reduction for amounts charged which are found,  based on audit examination, not to constitute allowable costs.

(c) All required records shall be maintained until an audit has been completed and all questions arising from it are resolved in writing and submission of the final invoice or until five (5) years after closure of this Agreement, whichever is sooner. COMPANY shall provide proper facilities for access to and inspection of all required records.

SECTION 13. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed

by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

County Manager
1101 E. First Street
Sanford, FL 32771

with copies to:

Seminole County Economic Development Director
1055 AAA Drive
Heathrow, FL 32746

For CONTRACTOR:

Barry J. Voodre, CFO
The Father's Table, LLC
2100 Country Club Road
Sanford, FL 32771

Either of the parties may change, by written notice, as provided herein, the addresses or persons  for receipt of notices.

SECTION 14. INDEMNITY AND INSURANCE.

(a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of that party and the officers, employees, and agents thereof.

(b) To the extent allowed by law, each party to this Agreement shall indemnify, save, and hold harmless the other party and all of its respective officers, agents, and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description whatsoever, including claims for property damage and claims for injury to or death of persons brought and recovered against the other party to this Agreement by reason or any

act or omission of the responsible party, its respective officers, agents, subcontractors, or employees in the execution of the work relating to this Agreement.

(c) 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 of COUNTY and COMPANY beyond the waiver provided for in Section 768.28, Florida Statutes.

(d) COMPANY shall provide necessary workers' compensation coverage and unemployment compensation for its employees.

SECTION 15. CONFLICT OF INTEREST.

(a) COMPANY agrees that it will not 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 violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) COMPANY hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5 percent) either directly or indirectly, in the business of COMPANY 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, COMPANY hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the legislature or any other State or Federal agency.

SECTION 16. EQUAL OPPORTUNITY EMPLOYMENT.

(a) COMPANY agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) COMPANY agrees that it will comport all of its activities with the provisions of Chapter 760, Florida Statutes.

SECTION 17. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the parties shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

SECTION 18. EMPLOYEE STATUS.

(a) Persons employed by COMPANY 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) COMPANY assumes total responsibility for salaries, employment benefits, contractual rights and benefits, contract payments, and federal, state and local employment taxes, if any, attributable to COMPANY personnel or contractors and agrees to indemnify and hold COUNTY harmless from any responsibility for same.

(c) In performing this Agreement, COMPANY shall be acting independently, in the capacity of an independent entity and not as a joint venture, partner, associate, employee, agent, or representative of COUNTY.

SECTION 19. NO THIRD PARTY BENEFICIARIES. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not 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 20. NO CONTINGENT FEES.

(a) COMPANY warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for COMPANY, to solicit or secure this Agreement and that COMPANY has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for COMPANY, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to

terminate the Agreement at its discretion, without liability, and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(b) COMPANY agrees that at the time of execution of this Agreement it has no retainer or employment agreement, oral or written, with any third party relating to any matter which adversely affects any interest or position of COUNTY. During the term of this Agreement, COMPANY shall not accept any retainer or employment from a third party whose interest appear to be conflicting or inconsistent with those of COUNTY.

SECTION 21. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Seminole County, Florida, as to state actions  and the United States District Court for the Middle District of Florida as to federal actions.

SECTION 22. CONSTRUCTION OF AGREEMENT. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to the preparation hereof.

SECTION 23. CONSTITUTIONAL AND STATUTORY LIMITATION ON AUTHORITY OF COUNTY. The terms and conditions of this Agreement placed upon COUNTY are applicable only to the extent they are within and consistent with the constitutional and statutory limitations on the authority of COUNTY. Specifically, the parties acknowledge that COUNTY is without authority

to grant or pledge a security interest in any of COUNTY's revenue sources or property.

SECTION 24. EVENTS OF DEFAULT/REMEDIES. For purposes of this Agreement, "Event of Default" shall mean any of the following:

(a) COMPANY shall misapply or cause the misapplication of COUNTY funds of credits received pursuant to this Agreement.

(b) Any representation or warranty made by COMPANY 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 COMPANY by COUNTY.

(c) COMPANY 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 COMPANY 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 public health, safety, or welfare.

(d) COMPANY fails to provide to COUNTY the written verification, satisfactory to COUNTY, of its performance obligations herein.

(e) COMPANY fails to expend Grant Funds in accordance with this Agreement.

(f) COMPANY fails to create and fill the minimum number of Permanent New Jobs within the limit prescribed in this Agreement.

(g) COMPANY fails to maintain the Permanent New Jobs created for the time period required by this Agreement.

(h) COMPANY fails to maintain an average salary level for such Permanent New Jobs created equal to or greater than the per annum salary set forth in this Agreement.

(i) If, within forty-five (45) days after receiving written notice from COUNTY, an Event of Default has occurred, COMPANY shall either: (1) refund to COUNTY that amount of funds equal to TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) per Permanent New Job not created pursuant to the terms of this Agreement; or (2) refund such disbursed funds which COUNTY determines have been misapplied under the terms of this Agreement, or, in the alternative, deposit such funds into the registry of the court subject to determination of COUNTY's entitlement thereto. COUNTY may proceed to assert any and all legal or equitable remedies provided by law.

SECTION 25. COUNTERPARTS.  This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be original but all counterparts shall together constitute one and the same instrument.

SECTION 26. HEADINGS. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

SECTION 27. TIME. Time is of the essence of this Agreement.

SECTION 28. SEVERABILITY OF INVALID PROVISION. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such

covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this Agreement.

SECTION 29. ENTIRE AGREEMENT.

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

(b) No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

THE FATHER'S TABLE, LLC

Witness

Print Name

Witness

Print Name

By: _____

BARRY J. VOODRE,
Chief Financial Officer

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AEC/lpk
5/20/09

P:\Users\Legal Secretary CSB\Economic Development\JGI -The Fathers Table.docx

