AMENDED AND RESTATED
LAKE COUNTY SBDC AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT, hereinafter the "Agreement," is effective by and between **LAKE COUNTY,** a political subdivision of the State of Florida, whose address is the Office of Economic Development and Tourism, Economic Development Division, Lake County Administrative Building, 315 W. Main Street, Tavares, FL 32778 hereinafter referred to as the "COUNTY," and the **UNIVERSITY OF CENTRAL FLORIDA, by and on behalf of its Board of Trustees,** whose address is 12201 Research Parkway, Suite 501, Orlando, FL 32826, hereinafter referred to as the "UCF" for the benefit of the Small Business Development Center at UCF ("SBDC"), and the **CITY OF LEESBURG**, a Florida Municipal Corporation, whose address is 501 W. Meadow Street, Leesburg, FL 34749, hereinafter referred to as the "CITY."

W I T N E S S E T H:

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

WHEREAS, the parties did previously enter into an agreement dated on or about February 2012 for the SBDC for the purpose of providing small business development services to current and potential business owners through group training and individual counseling; and

WHEREAS, UCF has agreed to perform the services under the terms and conditions hereinafter provided in this Agreement; and

WHEREAS, the COUNTY has determined that in order to enhance and preserve the economic well-being and health and welfare of the citizens of the COUNTY it is necessary, proper and desirable to enter into this Agreement with UCF for the benefit of the SBDC in order to enhance the economic development of Lake County.

NOW, THEREFORE, in consideration of the promises 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 this Agreement upon which the parties have relied.

SECTION 2. PURPOSE. The purpose of this Agreement is for UCF through the SBDC to provide the services outlined in Appendix A, attached hereto and incorporated herein by reference, to the COUNTY in the manner hereinafter set forth.

SECTION 3. SERVICES. The COUNTY agrees to purchase and UCF agrees to furnish, during the term of this Agreement, the services described in Appendix A of this Agreement.

SECTION 4. BILLING AND PAYMENT. The COUNTY hereby agrees to pay UCF the sum of one hundred fifty thousand dollars ($150,000) for all services provided hereunder by UCF during the one (1) year term of this Agreement. Said sum is payable each quarter in

increments of thirty seven thousand five hundred dollars ($37,500); provided, however, that For the initial term of this Agreement, shall run from January 1, 2013 through September 30th 2013, and the County shall only make three (3) quarterly payments in the amount of thirty seven thousand five hundred dollars ($37,500). Beginning on October 1, 2013, the County shall make four (4) quarterly payments in the amount of $37,500.

SECTION 5. TERM. The initial term of this Agreement shall run from January 1, 2013 and shall remain in effect until September 30, 2013. This agreement shall automatically renew for one (1) year on October 1st to coincide with the County's Fiscal year of October 1st – September 30th annually, unless terminated by either party utilizing one of the following termination methods. This Agreement shall renew based on both parties agreeing to the continuation of this agreement and the allocation of funds by the County.

i. This Agreement may be terminated by either party upon ninety (90) days advance written notice to the other party. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required ninety (90) day advance written notice, COUNTY shall reimburse UCF for work satisfactorily completed and reasonable expenses incurred up to the maximum payment for that year. In the event that this Agreement is terminated or cancelled upon the request and for the convenience of UCF with the required ninety (90) day notice, UCF shall continue to provide small business development services and shall cooperate with COUNTY in obtaining another operator or closing such site, as COUNTY determines.

ii. Termination for Cause. Either party may terminate this agreement for cause, default, or negligence on the part of the other. The 90-day advance notice requirement is waived in the event of termination for cause.

SECTION 6. NORTHWEST BUSINESS OPPORTUNITY CENTER. The CITY shall allow the property located at 600 Market Street, Leesburg, Florida to be utilized by UCF for the purposes outlined in the Scope of this Agreement for so long as this Agreement is in effect.

SECTION 7. REPORTS. SBDC shall provide the COUNTY with a semi-annual report regarding the activities pursuant to this Agreement. The report shall be provided every six (6) months until this Agreement is terminated.

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 not 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 shall not be assigned by either party without the prior written approval of the other.

SECTION 11. PUBLIC RECORDS. In accordance with Florida law, UCF shall allow public access to all documents, papers, letters or other materials which have been made or received by UCF in conjunction with this Agreement, unless otherwise exempted by Florida law.

SECTION 12. RECORDS AND AUDITS.

(a) UCF shall maintain in its place of business all non-exempt books, documents, papers and other evidence pertaining to work per- formed under this Agreement. Such non-exempt public records shall be and remain available at UCF's office at all reasonable times during the term of this Agreement and for five (5) years after Agreement closure.

(b) UCF agrees that the COUNTY or its duly authorized representative shall, until the expiration of five (5) years after Agreement closure, have access to examine any of UCF's non-exempt books, documents, papers and records involving transactions related to this Agreement. UCF agrees that payments made under this Agreement shall be subject to reduction for amounts charged which are found on the basis of 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 or until five (5) years after closure of the Agreement, in writing and submission of a final invoice, whichever is sooner. UCF will provide proper facilities for access to and inspection of all required records.

(d) The phrase "non-exempt," as used herein, means that the record is not exempt under the public records law of the State of Florida.

SECTION 13. NOTICES.
(a) Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

County Manager
315 West Main Street
P.O. Box 7800
Tavares, Florida 32778

cc: R. Scott Blankenship
Director, Economic Development and Tourism
Lake County Board of County Commissioners
315 W. Main Street
P.O. Box 7800
Tavares, FL 32778
Telephone: 352-742-3905

For UCF/SBDC:
Technical:
Eunice Choi
Small Business Development Center at UCF
3201 E. Colonial Drive, Ste. A-20
Orlando, FL 32803
407-420-4850

Administrative:
Kim Smith, Associate Director
Office of Research & Commercialization
12201 Research Parkway, Suite 501
Orlando, FL 32826-3246
407-823-3062

(b) Either of the parties may change, by written notice as provided herein, the address or persons for receipt of notices or invoices. All notices shall be effective upon receipt.

SECTION 14. INDEMNITY AND INSURANCE.

(a) Each party to the Agreement is responsible for all personal injury and property damage attributable to the negligent act or omissions of that party and 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 either Party beyond the waiver provided for in Section 768.28, Florida Statutes.

(c) UCF shall provide necessary workers compensation coverage and unemployment compensation for its employees.

SECTION 15. CONFLICT OF INTEREST.

(a) UCF agrees that it will not knowingly engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would knowingly violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

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

SECTION 16. EQUAL OPPORTUNITY EMPLOYMENT.

(a) UCF agrees that it will not discriminate against any contractor, employee or applicant for employment or work under this Agreement because or on account of race, color, religion, sex/ age or national origin and will insure that applicants and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include but not be limited to, the following: retention, award of contracts, employment, promotion, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

(b) UCF 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 performing under this Agreement, the parties shall abide by all applicable laws, statutes, ordinances, rules and regulations pertaining to, or regulating the performance set forth herein, including those now in effect and hereinafter adopted. Any material violation of said laws, statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement, and shall entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

SECTION 18. EMPLOYEE/UCF STATUS.

(a) Persons employed or retained by UCF 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 the COUNTY's officers and employees either by operation of law or by the COUNTY.

(b) UCF assumes total responsibility for salaries, employment benefits, contractual rights and benefits, contract payments, and Federal, State and local employment taxes, if any, attributable to UCF personnel or contractors and agrees, to the extent permitted by Section 768.28, Florida Statutes, to indemnify and hold the COUNTY harmless from any responsibility for same.

(c) In performing this Agreement, equipping and operating the project, or carrying out any of the activities to be carried out by UCF, UCF will be acting independently, in the capacity of an independent entity and not as a joint venture, associate, employee, agent or representative of the 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, including any successor in interest to UCF's interest in the Project 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. CONTINGENT FEES/CONFLICTING EMPLOYMENT. UCF covenants that it has employed and retained only bona fide employees working for UCF and attorneys and consultants, to solicit or secure this Agreement. The COUNTY warrants that it has not paid or agreed to pay any personal company, corporation, individual or firm, other than a bona fide employee working for UCF any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making this Agreement.

SECTION 21. GOVERNING LAW. This Agreement shall be construed and interpreted according to the laws of the State of Florida.

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, COUNTY and UCF have contributed substantially and materially to the preparation hereof.

SECTION 23. CONSTITUTIONAL AND STATUTORY LIMITATION ON AUTHORITY OF THE COUNTY. The terms and conditions of this Agreement placed upon the COUNTY are applicable only to the extent they are within and consistent with the constitutional and statutory limitation of the authority of the COUNTY. Specifically, the parties acknowledge that the COUNTY is without authority to grant or pledge a security interest in any of the COUNTY's revenue.

SECTION 24. TERMINATION. Either party may terminate this Agreement upon thirty (30) days written notification to the other. In the event of termination, UCF will be reimbursed for all costs incurred and any non-cancelable obligations properly incurred through the date of termination. Any remaining funds shall be returned to the COUNTY.

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. SEVERABILITY. If any provision, term or clause of this Agreement is determined to be invalid or unenforceable, then such provision term or clause shall be null or void and shall be deemed separable from the remaining covenants of this Agreement and shall in no way affect the validity of the remaining covenants and provisions of this Agreement.

SECTION 28. PREVIOUS AGREEMENTS. All previous agreements, including the agreement executed on or about February 2012, shall be superseded upon the date the last party hereto executes this Amended and Restated Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

ATTEST:

_____

UNIVERSITY OF CENTRAL FLORIDA

By: _____
Kim Smith, Associate Director

Date: _____

COUNTY

ATTEST:

_____
Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

_____
Chairman

This _____ day of _____, 2012.

Approved as to form and legality:

_____
Sanford A. Minkoff
County Attorney

CITY

ATTEST:

_____

City Clerk

_____

Name: _____

Title: _____

This ____ day of _____, 201_.

Approved as to Form and Legality:

_____

City Attorney

APPENDIX A

STATEMENT OF WORK

Management and Technical Assistance Services

The SBDC will provide group training and individual counseling in Lake County. Assistance will be provided by the SBDC staff, a hired Certified Business Analyst, a hired Program Assistant, and outside professionals when needed.

Group training

All training programs will be evaluated by participants using a standardized evaluation form. Evaluations will measure the effectiveness of the content and the speaker(s). The SBDC will be responsible for all program design and delivery, including curriculum development, speaker selection, selection and procurement of materials, design and production of handouts, and development and production of audio-visual aids.

Individual counsel will include a full time Certified Business Analyst (CBA) providing on-site management assistance to business owners. This individual assistance will be available to the business owner or potential owner at no charge. An office and/or conference room will be provided by the County for counseling sessions and group training. Counseling sessions will be available to assist business owners and potential owners as needed with answers to questions, as a confidential sounding board, and in times of crisis. Assistance will be available in the areas of marketing, general management, accounting, record keeping, loan packaging, business planning, financial management, and in other business management areas. The SBDC will collect information on the participant business' economic impact, in terms of job creation, job retention, sales increase, loans approved, contracts awarded, etc., and will record this information in the SBDC MIS program.

Small Business Resource Network (SBRN) is a network of professional service providers (attorneys, accountant, management consultants, bankers and insurers) that have both experience in and a desire to work with small businesses. By helping the business owners access the proper professional and government resources early in the business's life cycle, the SBRN contributes greatly to the long-term success of the emerging businesses. The ultimate goal of the SBRN is to create a more attractive small-business-friendly environment, minimizing the business failure rate.