

**ECONOMIC DEVELOPMENT COMMISSION
OF MID-FLORIDA, INC. AND LAKE COUNTY
FISCAL YEAR 2009-2013 MASTER AGREEMENT**

THIS FISCAL YEAR 2009-2013 MASTER AGREEMENT (the "Agreement") is entered into as of this _____ day of _____, 2009, by and between **LAKE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "Agency," and the **ECONOMIC DEVELOPMENT COMMISSION OF MID-FLORIDA, INC.**, a not-for-profit corporation organized under the laws of the State of Florida, hereinafter referred to as the "Commission."

RECITALS

1. The Agency finds that providing information, data, marketing and advertising services by the Commission to promote the Agency as a location for businesses and economic development opportunities serves a valid public purpose under the laws of Florida.

2. The Commission performs such services in the course of its activities and operations, has established a record of reference information useful to its prospects, has hired a significant full time professional staff to accomplish its mission, and the Agency desires to contract with the Commission to perform such services for the benefit of the Agency.

3. The Agency finds that the Commission is performing services that enhance services rendered by the Agency. The Agency further finds that the Commission is not the alter ego of the Agency, but the Commission is an independent contractor being paid for certain services to the Agency.

4. The Commission was created pursuant to those certain Articles of Incorporation dated October 7, 1977, and has been providing the services described herein for over 30 years to local governments in Central Florida.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

ARTICLE I

SERVICES TO BE PERFORMED

1. The Commission shall provide the following services:
 - a. Promote the Agency as a location for business operations, economic development, branching and employment through its local, national and international marketing campaigns and report monthly to the County's Department of Economic Growth and Redevelopment on activities specific to Lake County on this service;
 - b. Serve as an information source and point of contact for realtors, developers, corporations, management consultants and other representatives interested in economic development. Coordinate provision of this service with the Lake County Department of Growth and Redevelopment.
 - c. Provide the Agency with information regarding any matters that could adversely impact the Agency's ability to attract or retain business on a timely basis.
 - d. Maintain economic development data and serve as an information source for demographic, market and property data and provide it to any interested parties and the Lake County Department of Economic Growth and Redevelopment as requested.
 - e. Promote the Agency to the motion picture and television industry as a location for production. In that capacity, the Commission will coordinate permitting activity with the Agency staff so as to expedite the needs of producers and directors.
 - f. Monitor and assist in the retention and expansion of local business and report monthly to the County's Department of Economic Growth and Redevelopment on activities specific to Lake County on this service.
 - g. Coordinate with staff of the Agency on an ongoing and regular basis, as well as with other business and trade groups, to achieve cooperation and communication on business and economic development matters.
 - h. Maintain an office and an Economic Development Director Lake County.

2. The Commission has created the 2009-10 Program Priorities (Plan) outlining desired objectives and strategies that are consistent with the services outlined above in this contract. A copy of this Plan is attached hereto as Exhibit "A" and incorporated herein by reference. In each subsequent year under the Agreement, the approved Plan for that year will be provided to the Agency within fifteen (15) days of the Annual Meeting of the Commission. The Commission agrees to use its commercially reasonable efforts to attain such goals and targets in connection with the performance of the services described in Article I Section 1 above, it being understood that such goals and targets may be modified or adjusted from time to time by the Board of Directors of the Commission.

3. The Commission shall notify the Agency if sufficient staff, facilities or equipment necessary to deliver the agreed upon services cannot be maintained, at which time this Agreement may be modified or terminated by the parties. Failure to notify the Agency of any such deficiencies, or to adequately provide the services described above, shall be a breach of this Agreement and a ground for termination. The determination of whether services have not been adequately provided shall be made upon majority vote of the Agency's governing board after notice to the Commission and an opportunity to be heard.

ARTICLE II PAYMENTS

1. For each of the four (4) years of the term of this Agreement, the Agency shall pay to the Commission a total sum equal to \$1.00 per capita, based upon the latest available information compiled by the University of Florida, Bureau of Economic and Business Research (the "Annual Fee"). The Annual Fee will be payable by the Agency to the Commission in four equal quarterly installments. The Agency will make the first quarterly payment within fifteen (15) business days of the execution of this Agreement and receipt of the Commission's invoice by the Agency. The Agency shall make subsequent quarterly payments on a quarterly basis within fifteen (15) business days following the receipt of the Commission's quarterly invoice, and said quarterly invoices shall be submitted contemporaneously with or subsequent to the submission of quarterly activity reports as described in Article VI Section 3 of this Agreement.

The Annual Fee may be changed during the term of this Agreement, but any change must be by mutual consent of the parties as expressed in writing.

2. The Commission is liable for and accepts responsibility for repayment of any funds disbursed under the terms of this Agreement which may be deemed disbursed in error or for failure to follow applicable contractual requirements.

ARTICLE III

TERM OF AGREEMENT, TERMINATION AND NOTICE

1. The term of this Agreement shall be, October 1, 2009 through September 30, 2013.

2. This Agreement may be renewed for an equal or greater term by mutual consent of the parties, as expressed in writing.

3. Either party may terminate this Agreement thirty (30) days after receipt by the other party of notice of intent to terminate. In the event of termination, the Agency shall pay for services rendered by the Commission to the date of termination. If payments are made to the Commission before services are rendered, the Commission shall refund to the Agency all excess money paid for services which would have been rendered after the date of termination.

4. Any notices required or allowed hereunder shall be in writing and sent by certified mail, return receipt requested, or in person with proof of delivery, to the addresses below, or such other address as either party shall have specified by written notice to the other party delivered in accordance herewith:

COMMISSION:

President and Chief Executive Officer
Economic Development Commission of
Mid-Florida, Inc.
301 E. Pine Street, Suite 900
Orlando, FL 32801

AGENCY:

County Chairman
Lake County Board of Commissioners
P.O. Box 7800
Tavares, Florida 32778-7800

ARTICLE IV ASSIGNMENT

The services to be rendered by the Commission are personal in nature. The Commission shall not assign any rights or duties under this Agreement to any other party without prior written permission of the Agency.

ARTICLE V INDEMNITY

To the fullest extent permitted by law, the Commission will indemnify and hold harmless the Agency from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from the performance of its operations under this Agreement.

ARTICLE VI RECORDS AND REPORTING

1. The Commission shall keep orderly and complete records of its accounts and operations. The Commission shall maintain a system of internal controls adequate to safeguard and ensure proper use of governmental and other funds that it may receive. The Lake County Comptroller (or designee) shall have the right to audit these records from time to time for compliance by the Commission with the terms, conditions, obligations, and requirements of this Agreement. The Comptroller (or designee) shall have full access to all records, documents, and information, whether on paper or electronic media, of the Commission necessary to perform this review except for those records which are held by the Commission and are deemed confidential and exempt from Section 119.07(1), Florida Statutes, and Section 24(a), Article I of the State Constitution in accordance with Section 288.075(2), Florida Statutes. The Commission shall maintain and keep available all such non-confidential and non-exempt records necessary for audit for five years subsequent to the Agreement.

2. The Commission is an independent contractor not acting as the alter ego of the Agency, nor is it authorized to commit the Agency or its funds to any agreement. The Commission is being paid for certain services rendered as set forth herein. While a member of the Agency's governing body may serve on the Commission's governing board, the Agency and the Commission are two separate and autonomous entities. As such, the parties agree that documents and records kept by the Commission are not intended to be subject to the Florida Public Records Law.

3. The Commission shall maintain all program records related to the services provided under this Agreement and submit to the Agency: (a) periodic reports (at least monthly) regarding the activities of the Commission pursuant to this Agreement, and (b) quarterly program reports which outline the progress of the Commission towards the goals and targets more fully described in Article I. Section 1 above.

ARTICLE VII

NONDISCRIMINATION

The Commission shall not discriminate in the performance of this Agreement in regard to race, color, creed, sex, age, religion, ancestry, national origin, handicap or marital status.

ARTICLE VIII

OTHER CONDITIONS

1. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed by both parties. The parties agree to renegotiate this Agreement if revision of any applicable laws or regulations make changes in this Agreement necessary.

2. This Agreement contains all the terms and conditions agreed upon by the parties.

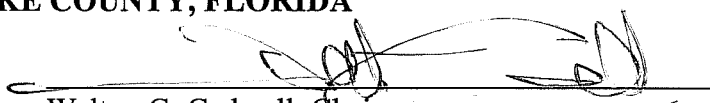
3. The Commission shall obtain and possess throughout the term of this Agreement all licenses and permits applicable to its operations under federal, state and local laws and shall comply with all fire, health and other applicable regulatory codes.

4. The Commission agrees to comply with all reasonable rules and guidelines prescribed by the Agency for recipients of funds which are applicable to independent contractors doing business with the Agency.

5. The Commission agrees not to cause or create a conflict of interest or any other violation of Chapter 112, Florida Statutes, relating to ethics in government.

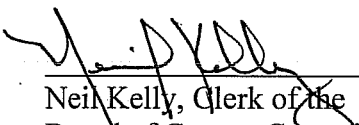
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

"AGENCY"
LAKE COUNTY, FLORIDA

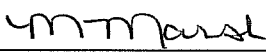
By: 
Welton G. Cadwell, Chairman

Date: Nov. 4, 2009

ATTEST:


Neil Kelly, Clerk of the
Board of County Commissioners

APPROVED AS TO FORM & LEGALITY:


Melanie N. Marsh
Acting County Attorney

**"COMMISSION"
ECONOMIC DEVELOPMENT COMMISSION OF
MID-FLORIDA, INC.**

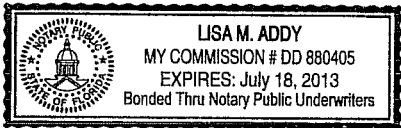
By: *Ray Gilley*
Raymond Gilley, President & CEO

Date: October 15, 2009

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me the 15th day of Oct., 2009, by Raymond Gilley, President & CEO of the Economic Development Commission of Mid-Florida, Inc. He is personally known to me or has produced _____ (type of identification) as identification and did/did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of October, 2009.



Notary Public

Lisa M. Addy
Signature

Lisa M. Addy
(Print Name)

My Commission Expires: July 18, 2013
Commission No.: DD 880405

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET**

DATE:	October 22, 2009	MEETING DATE:	November 03, 2009
TO:	Sanford A. Minkoff, Interim County Manager	ITEM TYPE:	Departmental Agenda
BY:	Linda Green	OTHER:	On behalf of Dottie Keedy
SUBJECT:	Master Agreement with the Metro Orlando Economic Development Commission		
DISTRICTS:			

RECOMMENDATION/REQUIRED ACTION:

Approval and signature on the Master Agreement for 2009-2013 between the Metro Orlando Economic Development Commission and the Lake County Board of County Commissioners in the amount of \$288,379.00 for 2009.

BACKGROUND SUMMARY:

The Metro Orlando Economic Development Commission (EDC) has been providing their services to local governments in Central Florida for over 30 years. They have been instrumental in promoting Lake County as a location for businesses and economic development opportunities.

This year EDC is proposing to enter into a four-year Master Agreement that allows the contracted amount to fluctuate based on population figures. Based on current population figures, as discussed during the budget process, the amount for the 2009-2010 fiscal year is \$288,379.00.

Population Estimates - Florida Statistical Abstract 2008, Bureau of Business Research, University of Florida:

April 1, 2008:

Orange County	1,114,979
City of Orlando	234,130
Osceola County	273,709
Seminole County	426,413

EDC is providing a full time professional staff member exclusively to accomplish Lake County's economic objectives and execute the goals of the Lake County Economic Development Strategic Plan.

Other governmental members proposed contract amounts are as follows:

Orange County - \$704,320;
City of Orlando - \$412,069;
Seminole County - \$313,414; and
Osceola County - budgeted \$270,000 and their contract is for \$50,000 with proviso language for the remaining \$220,000.

Fiscal Impact:	\$288,379.00	Budget:	Operating Budget
-----------------------	--------------	----------------	------------------

Account No.: 001.1108100.830340 Expenditure (Contractual Services)

PROGRAM PRIORITIES

With unemployment in Central Florida hovering in the ten percent range and no immediate end in sight to Florida's recessionary economy, the EDC's mission of job creation and industry diversification is more important than ever before. Amidst this backdrop, our greatest challenge is maintaining a focused and competitive program of work despite budget reductions and funding uncertainty.

In preparing for FY 2009-2010, the EDC's management team has worked closely with our officers to establish a set of program priorities designed to do more with less. Our charge has been to determine what programs are most essential; to evaluate each and every expense for highest return on investment; and to explore the most cost-effective way of doing things. The following provides a summary of recommended program priorities for the coming year.

While these plans are based on a conservative budget, our hope is that revenues will exceed projections and thereby open up opportunities to add in additional budget priorities, especially those based on the work of the EDC Officer's newly-forming Leadership Charter planning committees.

IN BUSINESS DEVELOPMENT, WE HAVE BUDGETED TO DO THE FOLLOWING:

- Participate in the following key industry conferences and trade shows: **IITSEC** (simulation); **Photonics West** (optics/photonics); **Real Screen** (reality and documentary film and television producers); **CoreNet** - Fall Global Summit, **Site Selection** Consultant Forums/Round Tables and **Industrial Asset Management Council** (site selectors and real estate advisors); **Executive Leadership Council** and **National Minority Supplier Development Council** (minority business channel).
- Plan and execute international sales, trade & investment missions to: **Panama/Costa Rica** in December with **Mayor Crotty** (in partnership with EFI); **Israel** in February, 2010 with Mayor Dyer (in partnership with Florida-Israel Business Forum); and either **Europe** or **Latin America** with Mayor Dyer.
- Plan and execute annual **Chairman's Business Recruitment Mission** to an out-of-state market with fertile lead potential.
- Plan and execute **joint sales mission** with key regional economic development partner (Osceola).
- Continue to manage and expand participation in **bioOrlando**, **Metro Orlando Military Affairs Advisory Council** and **Lake County Economic Development Advisory Council**.
- Continue to provide partner support to **Florida Photonics Cluster**, **Team Orlando** and **Digital Media Alliance Florida**.

- Create a **Bio-Photonics** sub-committee and **Medical Simulation** sub-committee under *bioOrlando*.
- Expand **existing industry “rainmaker” program**, increasing number of surveys conducted for purposed of identifying and supporting local expansion projects.
- Expand **“direct to company” outreach**, utilizing a series of direct mail, targeted information communications and follow up contact to increase the number of direct connections with corporate decision makers.
- Maintain **regional offices** in Lake County and Seminole County.

IN MARKETING & COMMUNICATIONS, WE HAVE BUDGETED TO DO THE FOLLOWING:

- Continue to enhance our **websites**, which are proven and critical economic development marketing tools. *Budgeted enhancements include additional language translations, improvements to the blog software that drives our news feed and social media functions, and transitioning from a cd-rom to a USB information format.*
- Maintain our investment in **Search Engine Optimization (SEO)** and **Search Engine Marketing (SEM)** strategies. *These are the foundational tools of our web-based outreach, thus are critical in leveraging the investment we’ve made in the website. Our intent through SEO and SEM is drive awareness and inquiries in the region and the EDC as a resource for targeted companies and industries.*
- Maintain our aggressive **public relations** and **social media** outreach programs as targeted and cost-effective alternatives to paid-space advertising. *Like all PR-focused organizations, we are adapting to new media realities. We are ahead of the curve in terms of an evolving social media program. We will continue to invest in the tools we need to drive awareness through a variety of new and traditional media channels.*

IN INVESTOR RELATIONS, WE HAVE BUDGETED TO DO THE FOLLOWING:

- Plan and implement a **Leadership Mission** to an out-of-market destination in summer 2010.
- Continue to wrap up **hdED Fundraising Campaign** by closing leads for potential investors from the pipeline and upgrading current investors.
- Continue to host the following **annual events**: James B. Greene & Chairman's Award Dinner, Economic Outlook, William C. Schwartz Industry Innovation Awards, EDC Barbeque on the Boulevard.

Total EDC 2009-10 Budget

Income

Investor Contributions & Events	3,683
Local Government Contracts	1,988
Other Income	105
Total Income	5,776

Expense

Economic Development	4,380
Investor Relations & Events	808
General & Administrative	588
Total Expense	5,776

Excess Revenue Over Expenses -