

**LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN  
FLORIDA HEARTLAND ECONOMIC REGION OF OPPORTUNITY FOR HENDRY COUNTY  
& VISIONFIRST ADVISORS, LLC**

Pursuant to our proposal, please accept this Letter of Agreement ("Agreement") to work on behalf of the Florida Heartland Region of Economic Opportunity for Hendry County.

**PARTIES:** This Agreement is effective upon execution and made between VisionFirst Advisors, LLC ("VisionFirst") and the Florida Heartland Region of Economic Opportunity for Hendry County ("Company").

**SCOPE OF WORK:** VisionFirst will work with the Company to deliver the agreed upon scope of work attached in "Exhibit A".

**VISIONFIRST TEAM:** All appropriate resources of our firm will be available to you as we undertake this work. For this engagement, Gray Swoope Nancy Blum-Heintz, Griff Salmon and Greg Word will be engaged in the project.

In conjunction with this engagement VisionFirst will not provide legal services to the Company; however, VisionFirst or the Company may retain Butler Snow LLP or any other firm separately as necessary for legal or government relations assistance.

**PROFESSIONAL FEES AND EXPENSES:** In consideration for VisionFirst's services, the Company agrees to pay VisionFirst a professional fee of \$20,000.00 which will be invoiced in three payments - of which the first payment of \$5,000.00 due upon execution of this contract. The subsequent two payments will be invoiced as follows.

**INVOICING:** Company will be billed for professional services by phases to be invoiced as follows:

\$5,000.00	Upon Contract Execution
\$10,000.00	Upon Completion of Site Visit
<u>\$5,000.00</u>	<u>Upon Delivery of Final Report</u>
\$20,000.00	Total

The Company agrees to reimburse VisionFirst for ordinary out-of-pocket expenses up to including items such as travel, lodging and other incidental expenses.

**INDEMNIFICATION:** Company agrees that it will indemnify, defend and hold harmless VisionFirst and its directors, officers, shareholders, agents and employees from and against any and all liabilities, claims, losses, judgments, damages and/or expenses (including reasonable attorneys' fees and expenses as well as settlement costs) that occur during or arising out of the performance of this Agreement. In the event that a court enters judgment against VisionFirst related to the terms or provisions of this Agreement, the Company agrees that the total liability of VisionFirst shall, under no circumstances, exceed the fees paid by Company in the one month preceding the claim. Company further agrees that neither VisionFirst nor any of its employees, directors, agents, representatives or controlling persons shall have any liability to the Company, its employees, directors, shareholders, officers, representatives, or controlling persons or third parties arising out of or related to the terms or provisions of this Agreement.

**RENEWAL & EXTENSION:** This Agreement can be renewed and extended upon notice by either Party to the other and upon agreement in writing beyond the set termination date. Terms and Scope of Work will remain materially and substantively the same as before, unless otherwise agreed to by the parties in writing.

**TERMINATION:** Either VisionFirst or the Company may terminate this Agreement for any reason upon thirty (30) days written notice, with no further obligation, other than to pay such fees and expenses that have accrued up to and through the 30-day period.


**MEDIATION AND ARBITRATION OF DISPUTES:** In the event any dispute arising out of or relating to this agreement cannot be resolved amicably between the parties the parties shall endeavor first to resolve any such disputes by mediation under the Mediation Procedure of the CPR Institute for Dispute Resolution. Unless the parties agree otherwise, the mediator will be selected from the CPR Panels of Distinguished Neutrals. Any controversy or claim arising out of or relating to this contract or the breach, termination or validity thereof, which remains unresolved 45 days after appointment of a mediator, shall be finally resolved by arbitration in Florida by a sole arbitrator in accordance with the CPR Rules for Non-Administered Arbitration, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. You should understand that by agreeing to this provision for mediation and arbitration, you are giving up your right to file a lawsuit in a court to resolve any dispute with VisionFirst.

**ENTIRE UNDERSTANDING:** This Agreement contains the entire understanding between the parties. Amendment, modification or waiver of this Agreement may be accomplished with a written instrument signed by both parties.

**COUNTERPARTS; FACSIMILE SIGNATURES:** This Agreement and any amendment, waiver or consent relating hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The delivery by any party of an executed signature page to this Agreement or any amendment, waiver or consent relating hereto by facsimile transmission or by electronic email in Adobe Corporation's Portable Document Format (or PDF) shall be deemed to be, and shall be enforceable to the same extent as, an original signature page hereto or thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

Please sign this Agreement and return a copy. We look forward to working on your behalf.

**VISIONFIRST ADVISORS, LLC**

By:   
\_\_\_\_\_  
Gray Swoope  
President and CEO

Date: December 2, 2020

**FHERO/HENDRY COUNTY**

By: \_\_\_\_\_  
Terry Burroughs  
Chair, Florida Heartland Economic Region of  
Opportunity

Date: \_\_\_\_\_

## **“Exhibit A”**

### **Community Competitiveness Audit**

Utilizing more than 100 years of combined economic development experience, we will begin the process by assessing the current economic realities within the county. We will identify barriers to success and offer recommendations for improvement. VisionFirst will evaluate the following:

- Community data compared to the region, state and nation
- Transportation gateways both physically and virtually
- Asset (product) review including sites and buildings
- Community marketing and positioning
- Deal structuring
- Internal and external project team (DELTA Team)
- Organizational support
- Capacity (resources) to compete, and
- Sustained economic development leadership

### **Kick-Off Meeting:**

It is important to begin the work by conducting a planning session between VisionFirst and project leadership. This kick-off meeting will help to identify who will assist VisionFirst in coordinating information and identifying key stakeholders for input. Our staff will facilitate a meeting via web conference with a review of the project objectives and deliverables. A firm timeline will be established with milestones for updates and progress. *Project components to include:*

- Kick-off planning session.
- Gather and review of existing plans and data.
- Formulate schedule of meetings and members.
- **Deliverable:** Press release drafted announcing the start of the project and selection of VisionFirst Advisors five business days after the kick-off.

### **Benchmarking Snapshot & Desktop Review:**

Using site selection experience, VisionFirst will conduct benchmarking snapshot and desktop research on the community using validated data sources. This review process looks at established clusters and bases rankings on a variety of factors such as best practices of successful community programs, industry input, sites and buildings, commonalities in assets, etc. The ranking seeks to highlight where the community has a competitive advantage as well as where opportunities exist to improve the community’s competitive stance. *Project components to include:*

- Meeting with staff to understand economic development organization leadership, resources to compete, civic engagement, past experiences on competitive projects, certified or shovel-ready sites, other product(s) that generate opportunity as well as talent pipeline and development.
- Benchmark Hendry County to the region, state and nation to understand and identify opportunities as well as impacts to competitiveness.
- Collect and evaluate research and data analysis to provide a clear picture of the current economic outlook and opportunities surrounding the community and its workforce using research tools including JobsEQ, U.S. Census Bureau, National Association of Counties, the National Center for Education Statistics and other leading research entities.

**Stakeholder Input:**

It is anticipated that VisionFirst will conduct approximately 8-10 interviews while over two-business days (location dependent on CDC guidelines). The meetings can include a combination of facilitated group discussions or one-on-one interviews. The targeted audiences would include civic and community leadership, business leadership and workforce providers as well as partner organizations. VisionFirst will look closely at each of the entities that support business growth and look at barriers to success. *Project components to include:*

- Eight to 10 confidential interviews over two business days.
- Feedback will be documented, analyzed and studied to recognize trends and issues that support or impede success of the strategy.

**Prospect Tour & Marketing Review:**

Hendry County will be asked to prepare a prospect tour of the community's assets for VisionFirst. VisionFirst staff will evaluate the team, organizations, product, presentation and technical sales abilities of positioning the community to win competitive deals. This project component will also include a review of itinerary and information packet and other tools (i.e. digital, GIS, technology and devices used for presentation) used during the sales process. *Project components to include:*

- A one- to two-hour community asset and site/building tour.
- **Deliverable:** Best practices & recommendations for enhancements.

**Formulate Recommendations & Strategic Plan:**

After analyzing information collected in the interviews, research data and other sources, VisionFirst will develop a strategic plan with eight to 10 recommendations to connect the community's efforts into a cohesive strategy across multiple entities. VisionFirst will deliver via video conference the findings and the recommendations for improving competitiveness. Steps to begin implementing the strategies will be included in the final deliverable to help ensure a path to success. *Plan components and deliverables:*

- Benchmarking snapshot and desktop data review.
- Key findings in a SWOT from stakeholder input.
- Community marketing and positioning feedback.
- Strategic plan with 8-10 implementable recommendations.
- Presentation of final report via web conference.