

Triumph Gulf Coast, Inc.

P.O. Box 12007

Tallahassee, Florida 32317

December ____, 2017

Via Email: chenderson.fl@gmail.com

Ms. Cori Henderson
Tallahassee, Florida

RE: Engagement Letter – Program Administrator for Triumph Gulf Coast, Inc.

Dear Ms. Henderson,

This engagement letter is intended to memorialize the agreement of Triumph Gulf Coast to retain Ms. Cori Henderson as an independent contractor to act as Program Administrator for Triumph Gulf Coast, Inc. (“Triumph”).

Scope of Representation – Program Administrator Services

- Attend regularly scheduled Board meetings, provide counsel during meetings, and advise directors between meetings on application status.
- Meet, as directed by the Executive Director or Chairman with other governmental entities and outside parties.
- Make routine appearances, as directed by the Executive Director or Chairman, before bodies with jurisdiction over Triumph Gulf Coast.
- Understand and stay abreast of economic trends and opportunities within the Eight Triumph counties that might promote recovery, diversification and enhancement of the regional economy.
- Serve as first point of contact to public, available to meet with prospective applicants to acquaint them with the pre-application, application, evaluation, approval, and performance process.
- Communicate receipt of pre-applications and, when/if appropriate, invite applicants to submit formal proposals. Keep appropriate files of all materials received and sent.
- Triage pre-applications and facilitate the review of pre-applications for appropriateness to Triumph guidelines.
- Serve as point of outreach to assist pre-applicants by:

- Identifying projects that do not meet Triumph criteria and may be appropriately referred to other funding sources;
- Identifying projects that generally meet Triumph criteria but require technical assistance—referring applicants to Enterprise Florida or other appropriate entity that might best offer technical assistance to enhance a project;
- Identifying projects that meet Triumph criteria and appear ready to apply—serve as point to invite applicants to complete a formal application
- Maintain thorough and accountable file system. Assume full responsibility to log-in and digitally follow applications through all phases (from submission to scoring, to awards (or denial), to funding distribution, to compliance, quarterly reporting, and eventual close-out completion application.
- Provide the Board with ongoing and real-time updates on the status of pre-applications, completed applications (and all phases thereafter from submission to close-out).

SUBJECT EXPERT / TECHNICAL REVIEW

- Under the direction of the Executive Director, the Program Administrator will collaborate with the Economic Advisor on establishing and maintaining the application evaluation process.
- Working with the Executive Director and Economic Advisor, establish a cadre of respected subject experts in fields of relevance to incoming applications that are available to assist in technical and professional review of applications, to evaluate project feasibility, and to validate and verifying submitted proposals.
- Establish process to perform economic due diligence on potential funding partners and grantees.
- Coordinate appropriate subject expert panel reviews of completed applications, and both participate and oversee in the evaluation and assignment of grades (A-F) to applications.
- In concert with the economic analysis and ROI determined by the Economic Advisor, prepare a narrative of each project considered for funding to accompany recommendations to the Board.
- As relevant, explore and develop joint funding opportunities with local, state and federal government and private sources that might enhance Triumph awards.
- Work with legal counsel and compliance unit in developing enforceable performance agreements, and outcome measures.
- Review transactions, including transaction documents, before the awarding of funds.

- Work with compliance officer (TBD) to monitor compliance with performance agreements between Triumph and grantees, as well as to make quarterly/regularly established performance reports to the Triumph Board.

Term of Engagement – Program Administrator Services

The term of this engagement for services will be thirty-six (36) months, beginning January 15, 2018. This Agreement may be cancelled by either party with or without cause with ninety (90) days written notice.

Fees and Costs – Program Administrator Services

Triumph will pay Cori Henderson an annual fee of \$96,914.40 in equal monthly installments to cover all services outlined above. The monthly fee installment will be paid to Ms. Henderson at the beginning of each month, but no later than five (5) business days after the first of the month. As Program Administrator, Ms. Henderson will provide a monthly statement of all services provided, not as a bill but as a record of utilization. Triumph will pay for mileage, meals and lodging at state rates as long as all requests are consistent with the state reimbursement policies. Triumph will pay Ms. Henderson for her expenses and costs within a reasonable period of time after receipt by Triumph of Ms. Henderson's invoice for such expenses and costs. Triumph will provide a dedicated cell phone and access to internet/data sources as well as dedicated work and meeting space.

Triumph will be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Triumph under this engagement agreement; provided, that, in no event shall Triumph pay or be responsible for any taxes imposed on, or with respect to, Ms. Henderson's income, revenues, gross receipts, personnel, or real or personal property, or other assets.

Conflict Program Administrator Services

This is a services contract and is not assignable by either party without prior written consent. Both parties acknowledge and agree that during the term of this agreement Ms. Henderson will not act as an employee, agent, or consultant to any individual or entity that is actively or potentially seeking an award from Triumph. A violation of this provision may, at the Board's discretion, result in termination with cause and disqualification of an applicant from eligibility for Triumph funding.

In the event that an indirect or personal conflict arises during the period of this contract, the Chairman and the Treasurer will comprise a committee of the Board to select a Conflict Program Administrator to perform the services necessary to carry out the purposes set forth herein. Expenditure of any funds for a Conflict Program Administrator shall be approved by the Board.

Project Management

Your primary source of contact on this matter will be Susan Skelton, Executive Director. Ms. Skelton's full contact information is below:

Susan Skelton
P.O. Box 12007
Tallahassee, Florida 32317
info@myfloridatriumph.com
850.387.9405

With a copy to:
Scott A. Remington
sremington@clarkpartington.com
Direct Dial: 850-432-2399
Cell Phone: 850-384-4364

Code of Ethics for Public Employees

Although this is not a formal employment agreement between Triumph and an individual, for the purposes of this engagement, Ms. Henderson agrees to be bound by Part III of Chapter 112, Florida Statutes, Code of Ethics for Public Officers and Employees.

Applicability of Chapter 119, Florida Statutes

Ms. Henderson will adhere to the following requirements of Section 119.0701(2)(b), Florida Statutes:

Comply with the Florida public records laws, Chapter 119, Florida Statutes, specifically to:

1. Keep and maintain public records required by the Florida Department of Economic Opportunity ("DEO") to perform the services under this engagement with Triumph Gulf Coast, Inc.
2. Upon request of DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Ms. Henderson does not transfer the records to DEO.
4. Upon completion of this contract, transfer, at no cost, to DEO all public records in possession of Ms. Henderson or keep and maintain public records required by DEO to perform the services. If Ms. Henderson transfers all public records to DEO upon completion of the contract, Ms.

Henderson shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Ms. Henderson keeps and maintains public records upon completion of the contract, Ms. Henderson shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

IF MS. HENDERSON HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THEY SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR DEO AT:

Colleen McClure
107 East Madison Street
Caldwell Building
Tallahassee, Florida 32399-4128
PRRequest@deo.myflorida.com
850-245-7398

Entire Agreement, Amendments, and Waiver

This engagement agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

No amendment to or modification of this engagement agreement is effective unless it is in writing, identified as an amendment to this engagement agreement and signed by an authorized representative of each party.

No waiver by any party of any of the provisions of this engagement agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this engagement agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this engagement agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Assignment

Neither party shall assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this engagement agreement without the prior written consent of the other party. Any purported assignment or delegation in violation of this assignment section shall be null and void. No assignment or delegation shall relieve either party of any of its obligations under this engagement agreement.

Relationship of the Parties

The relationship between the parties is that of independent contractors. Nothing contained in this engagement agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

No Third-Party Beneficiaries

This engagement agreement benefits solely the parties to this engagement agreement and their respective permitted successors and assigns, and nothing in this engagement agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this engagement agreement.

Conclusion

Although I believe the foregoing information covers the essential elements of your engagement, if you would like for any of the provisions to be addressed in more detail, Triumph would be pleased to do so. Otherwise, if the terms of this letter are acceptable to you, please sign and date in the spaces provided below and return an executed copy to Scott Remington, as General Counsel for Triumph Gulf Coast.

The effective date of this engagement will be January 15, 2018. Thank you for agreeing to accept this assignment. Please acknowledge acceptance of the terms and conditions set forth herein by executing a copy of this letter where indicated below.

We appreciate the opportunity to assist you in any way with respect to this matter and look forward to working with you in the future.

Very truly yours,

Allan Bense, Chair

Agreed and Accepted by:

CORI HENDERSON, Individually

Date