

Triumph Gulf Coast, Inc.

P.O. Box 12007

Tallahassee, Florida 32317

December 8, 2017

Via Email: rickharperphd@gmail.com

Dr. Rick Harper, Ph.D.

Pensacola, Florida

RE: Engagement Letter – Economic Advisor Services for Triumph Gulf Coast, Inc.

Dear Dr. Harper,

This engagement letter is intended to memorialize the agreement of Triumph Gulf Coast to retain Rick Harper, Ph.D., Inc., to provide Economic Advisor Services to the Board of Directors of Triumph Gulf Coast, Inc. (“Triumph”).

Scope of Representation – Economic Advisor Services

- A. Attend regularly scheduled Board meetings, provide counsel during meetings, and advise officers and directors between meetings.
- B. Serve as principal economic advisor to the Board of Triumph Gulf Coast.
- C. Evaluate economic trends and opportunities within the Eight Triumph counties to guide the Board in investing its funds to best promote recovery, diversification and enhancement of the regional economy.
- D. Offer advice and counsel to the Board and the Executive Director as they select personnel or contractors to perform program administration functions and score applications. Under the direction of the Executive Director, the Economic Advisor and Program Administrator will collaborate on establishing and maintaining the application evaluation process.
- E. Advise the Board as to how to effectively leverage and utilize matching funds from the private sector and local, state and federal sources.
- F. Collaborate with the Board’s legal counsel to develop funding contracts which include enforceable performance requirements, project monitoring and outcome measures.
- G. Utilize cost-benefit, return-on-investment, dynamic scoring and other applicable tools to evaluate and recommend projects to the Board based on their generation of maximum estimated economic benefits to the eight county region.
- H. Perform economic due diligence on potential funding partners and grantees.
- I. Review transactions, including transaction documents, before the awarding of funds.

- J. Meet, as directed by the Chairman, with other governmental entities and outside parties.
- K. Make routine appearances, as directed by the Chairman, before bodies with jurisdiction over Triumph Gulf Coast.

Term of Engagement – Economic Advisor Services

The term of this engagement for services will be thirty-six (36) months, beginning December 20, 2017. This Agreement may be cancelled by either party with or without cause with ninety (90) days written notice.

Fees and Costs – Economic Advisor Services

Triumph will pay Rick Harper, Ph.D., Inc. an annual fee of \$113,091.45 in equal monthly installments to cover all services outlined above. The monthly fee installment will be paid to Rick Harper, Ph.D., Inc. at the beginning of each month, but no later than five (5) business days after the first of the month. As the Economic Advisor, Rick Harper, Ph.D., Inc. 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 Rick Harper, Ph.D., Inc. for its expenses and costs within five (5) days of receipt by Triumph of Rick Harper, Ph.D., Inc.'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, Rick Harper, Ph.D., Inc.'s income, revenues, gross receipts, personnel, or real or personal property, or other assets.

Conflict Economic Advisor Services

This is a services contract and is not assignable by either party without prior written consent. Both parties acknowledge and agree that Dr. Rick Harper is a nationally recognized business economist and educator and that his personal services will be provided to Triumph under this Agreement.

It is understood that nothing herein will prevent Dr. Harper or Rick Harper, Ph.D., Inc. from providing services to other public and private clients. However, during the period of this

contract, Dr. Harper is prohibited from providing any services for compensation to any person or party regarding a project that seeks funding from Triumph Gulf Coast. 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 such 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 Economic Advisor to represent the Board in the event of a conflict involving Triumph Gulf Coast's Economic Advisor (Dr. Harper) and a potential grantee. Expenditure of any funds for a Conflict Economic Advisor shall be approved by the Board.

Indemnification

Triumph agrees, to the fullest extent permitted by law, to indemnify, hold harmless, and defend Rick Harper, Ph.D., Inc. and its officers, directors, employees, supervisors, subcontractors, representatives, and agents (collectively, "Consultant") against all claims, demands, causes of action, damages, liabilities, losses, or costs including reasonable attorneys' fees and court and defense costs, arising out of or in any way connected with (1) Triumph's operations, actions and activities, transactions, functions, and funding activities and processes or (2) the performance by Consultant of the services under this Agreement, excepting only those damages, liabilities, or costs attributable solely to the negligent acts or negligent failure to act of Consultant.

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, Dr. Rick Harper, individually and as Rick Harper, Ph.D., Inc., agree 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

Dr. Rick Harper, individually, and Rick Harper, Ph.D., Inc. 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 Rick Harper, Ph.D., Inc. 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 Rick Harper, Ph.D., Inc. or keep and maintain public records required by DEO to perform the services. If Rick Harper, Ph.D., Inc. transfers all public records to DEO upon completion of the contract, Rick Harper, Ph.D., Inc. shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Rick Harper, Ph.D., Inc. keeps and maintains public records upon completion of the contract, Rick Harper, Ph.D., Inc. 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 DR. RICK HARPER AND RICK HARPER, PH.D, INC. HAVE 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 December 20, 2017. 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

[Signatures continued on following page]

Engagement Letter - Triumph Economic Advisor Services

December 8, 2017

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Agreed and Accepted by:

RICK HARPER, Ph.D., Inc.

RICK HARPER, President

Date