



AGENDA

Hardee County Economic Development Council
Hardee County Industrial Development Authority

Hardee County BOCC Commission Chambers, 412 West Orange Street, Wauchula, FL Regular Meeting,

4/28/2015 8:30 A.M

Board members

Vanessa Hernandez, Chairwoman | Gene Davis, Vice Chair | Monica Reas | Diana Youmans | Donald Samuels |
John O'Neal | Dottie Conerly | Doug Jensen | Lory Durrance

	Item	Presenter
Item 1	Call to order	Vanessa Hernandez
Item 2	Approval of agenda	Vanessa Hernandez
Item 3	Discussion/Approval of the DRAFT Fill Line Management contract with Debut Development	Bill Lambert
Item 4	Discussion/Approval of the DRAFT RFP for Marketing/Communication services for the EDC/IDA -Advertising Period -Publications in which to advertise	Bill Lambert
Item 5	Discussion of public records requests as advertised	Vanessa Hernandez
Item 6	Announcements/Other Business/Public Comment	Vanessa Hernandez
Item 7	Adjournment	

**INNOVATION PLACE
FILL LINE MANAGEMENT CONTRACT
DEBUT DEVELOPMENT**

THIS AGREEMENT ("Agreement") by and between the Hardee County Industrial Development Authority (the "IDA"), a dependent special district and Debut Development, LLC ("DD"), a privately held company, is set forth as follows:

RECITALS

WHEREAS, The Hardee County Economic Development Authority ("EDA"), an Independent Special District was created by the Florida Legislature to solicit, rank and fund grants for economic development for and in the geographic boundaries of Hardee County, Florida; and

WHEREAS, The IDA, a dependent Special District was created by the Florida Legislature to foster and promote economic development in Hardee County, Florida, activated by resolutions 84-10 and 96-31 of the Hardee County Board of County Commissioners; and

WHEREAS, the EDA has funded, as a result of being ranked according to law (SB3110); and approved by the EDA and IDA members to procure a facility to locate, create and operate a business development incubator/accelerator hereinafter referred to as "Innovation Place" (See **Exhibit A**); and

WHEREAS, the EDA has continued funding to the IDA to sustain the development of "Innovation Place", through a budgeted appropriation for the development of the "fill line" (Budget included in Exhibit A); and

WHEREAS, the management of "fill-line" manufacturing requires specific training and certifications generally available in the private sector, necessitating private contractual management; and

WHEREAS, the IDA has advertised a request for proposal (RFP) soliciting entities for the marketing and management of the manufacturing production "fill line" at the Hardee County Incubator, Innovation Place (See **Exhibit B**); and

WHEREAS, DD was the only respondent to the RFP that was advertised on 2/20/15, 2/26/15 and 3/5/15 (See **Exhibit C**); and

WHEREAS, the parties believe it is in the best public interest to enter into this Agreement for the reasons set forth above; and

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises herein, the parties agree as follows:

1. RECITALS:

The above stated recitals are hereby incorporated by reference.

2. IDA COMMITMENTS:

The IDA will facilitate the orderly development of Innovation Place and its tenants, including the management of the grant funds. The IDA agrees to provide funding consistent with the EDA grant agreement as follows:

- a. To provide funding consistent with the EDA grant agreement for the development, marketing, management and operating expenses of the fill line located at Innovation Place consistent with the EDA approved budget as amended from time to time, in the amount of \$410,829.36. See attached approved budget (**Exhibit A**)
- b. To consult with DD, including observations and recommendations for overall grant compliance and Innovation Place development progress to the EDA.
- c. To lease space and equipment on a monthly basis adequate for the existing and future operation of the "fill line", including the following terms:
 - (1) Space computed on an annual basis, at a market rate of \$6.00/sq. ft. for the air-conditioned "fill line" manufacturing area, \$4.00/sq. ft. for the air-conditioned warehouse/office space and \$2.00/sq. ft. for non-air-conditioned space.

- (2) Equipment on an annual basis computed based on a 10 year amortization of the IDA's gross investment in said equipment.
- (3) Utilities related to the "fill line" manufacturing operation area shall be paid by DD
- (4) Any and all other commercially reasonable terms and conditions required by the IDA.

d. At any time during the term of this agreement, the commitment to continue funding by the IDA is conditioned upon sufficiency of EDA reimbursements, all as determined by the IDA in its sole and absolute discretion.

3. DEBUT DEVELOPMENT COMMITMENTS:

DD agrees to adhere to EDA grant award requirements and further agrees as follows:

- a. To maintain an atmosphere consistent with the orderly development and job creation aspects of this agreement in Hardee County.
- b. To provide and utilize knowledge of operating protocols related to the chemical and physical aspects of any and all products anticipated to be produced and marketed from the facility including cosmetic and "OTC" (over the counter) drug manufacturing from inception thru production, including shipping to the end user.
- c. To create and maintain an effective marketing strategy including advertising, web site development and maintenance, social media, print media, and other such mediums including media liaison for the fill line services. Any ancillary marketing may be provided by separate contract with individual customers of the fill line.
- d. To recruit customers in order to maximize occupancy of production fill line, including working with tenants to promote a marketing and growth strategy of their brands.

- e. To acquire and maintain all necessary licenses and conduct all operations in accordance with local, state and federal laws and regulations.
- f. To provide for the employment of necessary personnel to effectuate the success of the fill line at Innovation Place
- g. To enter into written agreements with the companies for production of products for which the fill line can accommodate and has the capability to produce.
- h. To create and maintain in conjunction with Stream2Sea (DD's hiring/employee selection is its sole and absolute discretion without input from Stream2Sea), in the aggregate, at least Ten ("10") new employment positions in Hardee County by June 30, 2016 (priority in hiring shall be given to Hardee County residents). These new positions shall have a cumulative wage average at least 20% above the state of Florida minimum wage rate for each period. The obligation of the company shall be to make its best efforts to maintain or increase employment levels in accordance with the following schedule:

- (1) 5 jobs by August 1, 2015
- (2) 7 jobs by December 31, 2015
- (3) 10 jobs by June 30, 2016

DD shall maintain such jobs created until such time that Stream2Sea's remuneration obligation is satisfied. The aggregate job creation requirement shall be transferable to any ensuing or subsequent contractors.

- i. To be bound by and perform each commitment made in the RFP attached as **Exhibit B**.
- j. To provide quarterly evaluation and reporting of program goals, objectives, successes, and risks to all stakeholders related to the fill-line.
- k. To adhere to the Innovation Place Policies and Procedures as amended from time to time See **Exhibit D**.

1. To submit with each funding request, documentation substantiating the request as follows:

- (1) Draw Advance – detailed description of manner in which funds are to be spent, in accordance with approved budget in grant award agreement. The initial advance shall be limited to operational and or capital expenditures expected to be incurred in the ensuing 30 day period. Subsequent advances may be considered on a case by case basis. No additional advance will occur without proof of expenditure of any previous advance.
- (2) Draw Reimbursement- detailed description of expenditure by production of redacted receipts, invoices, canceled checks, bank statements, payroll records or any other information deemed necessary by the IDA.
- (3) “DD” shall maintain such records as are reasonably deemed necessary by the IDA and Hardee County auditors, or such other persons or entities designated by the IDA, to ensure proper accounting for the expenditure of funds provided under this Agreement and for the performance by each of them under this Agreement.

4. COMPLIANCE VERIFICATION

No later than 30 days from the end of each quarter, the combined employment of the fill-line and Stream2Sea and any other grant amendments related to “fill line” job creation requirements, as amended or modified, shall be reported to the IDA office with redacted employment records, reflecting Hardee County employment reported to either the State Unemployment division (RT-6 form) or redacted form 941 quarterly report to the Social Security Administration/IRS; until such time the business or the IDA mutually agrees to terminate this requirement. In no event shall it continue beyond the term of this agreement.

5. IDA INSPECTION RIGHTS

(a) DUTY TO MAINTAIN RECORDS/ RECORDS RETENTION

1. DD shall maintain accounting and business records in accordance with this agreement for a period of five (5) years or until full and final resolution of all inspections, reviews or litigation matters, whichever time period is longer.
2. Appropriate "audit trails" for any ensuing reviews shall be maintained by DD, as the "fill line" operator to provide accountability for updates and changes to personnel and financial systems. "Audit Trails" maintained by the subjects of inspections or reviews, will at a minimum, identify the changes made, the individual making the change and the date the change was made.

An adequate history of transactions shall be maintained by DD to permit any inspection/review of the system by tracing the activities of individuals through the system.

DD agrees that failure to maintain adequate "audit trails" and corresponding documentation shall create a presumption that compliance with this agreement was not met.

(b) ACCESS

DD shall grant access to all paper and electronic records, books, documents, accounting procedures, practices or any other items relevant to the performance of this agreement to the IDA and auditors of the State of Florida and Hardee County, or such other persons or entities designated by the IDA in accordance with all applicable State and Federal laws, regulations or directives for the purposes of inspecting and reviewing such books and records.

Notwithstanding the foregoing, it is recognized that the purpose for which access is to be granted is to monitor compliance with the express obligations of DD hereunder, and that it would severely adversely affect the very objectives of this Agreement if confidential, proprietary technical or business data were to be released or become available to the public as a result of any examination by or on behalf of the IDA or State. Accordingly, DD may require, that the IDA and its representatives, to the extent permitted

by law, follow protocols designed to protect such information as confidential pursuant to Florida Statute 288.075.

(c) LOCATION

Any such inspection or review shall be conducted at DD's principal place of business during normal business hours and at the IDA's expense, provided all costs incurred by the IDA in conducting any such inspection or review shall be reimbursed by DD as applicable, in the event such inspection or review reveals a material discrepancy in the compliance with this Agreement.

(d) REIMBURSEMENT

If any inspection or review reveals that DD's reports for the applicable period are not accurate for such period and that additional amounts were owed to the IDA above what was paid or discharged with credits, then DD shall resolve the deficiency within 30 days with the IDA.

(e) CORRECTIVE ACTION PLAN

If any inspection or review reveals any discrepancies or inadequacies which must be corrected to maintain compliance with this Agreement, DD agrees within thirty (30) calendar days after its receipt of the findings, to propose and submit to the IDA a corrective action plan. The plan shall identify steps to correct such discrepancies or inadequacies, subject to the approval of the IDA.

Such party shall complete the corrective action approved by IDA within thirty (30) calendar days after the IDA approves the corrective action plan, at the sole cost of the applicable party.

6. REPORTS

DD shall provide to the IDA periodic status reports independently or in conjunction with Stream2Sea or any ensuing additional tenants, in accordance with Innovation Place Policies and Procedures Manual, as adopted and amended from time to time. These reports shall be utilized by the IDA when reporting progress on the development of Innovation Place to the EDA or BOCC.

7. USE AND RETENTION OF LOCAL SUPPLIERS

DD and direct subcontractors will use reasonable efforts to use qualified Hardee County, Florida-based suppliers to provide products and services under this Agreement, provided however, DD and other subcontractors may in its sole discretion, select suppliers and contractors based on program needs, scientific criteria, and industry standards.

8. INDEMNITY AND HOLD HARMLESS

DD shall defend, acquit, discharge, indemnify, release and hold harmless the IDA, its employees, employees of The Hardee County Economic Development Council, Inc. (EDC), IDA officers, agents and assigns from any and all liability, claims, suits, actions and loss, arising from or otherwise associated with, its occupation and use of Innovation Place, whether the claim be in law or in equity or both, including but not limited to litigation costs and attorneys' fees.

9. DEFAULTS

- a. In the event DD fails to perform any commitment or obligation set forth in this agreement, the same shall constitute a default hereunder.
- b. The filing of a petition for bankruptcy protection by DD or any of its successors or assigns. (Voluntary or involuntary) shall constitute a default under this agreement.

10. GENERAL PROVISIONS

1. AUTHORITY

Each party represents that it has obtained all necessary authority to enter into this Agreement.

2. RELATIONSHIP OF PARTIES

The parties will perform their respective obligations under this Agreement as independent contractors and not as agents, employees, partners, joint ventures, or representatives of the other party. No party can make representations or commitments that bind any other party.

3. LIMITATION OF LIABILITY

In no event will any party be liable to any other party for any indirect, special, punitive, exemplary, incidental or consequential damages. This limitation will apply regardless of whether or not the other party has been advised of the possibility of such damages.

4. TERM

The term of this Agreement commences on the Effective Date of the Agreement and continues until the later of December 31, 2020, or satisfaction of any remaining remuneration obligation of Stream2Sea, unless terminated earlier pursuant to the terms of this Agreement.

5. TERMINATION FOR CAUSE

Either party may terminate this Agreement for Cause upon thirty (30) days prior written notice to the other party. "Cause" is any failure to perform a material obligation under this Agreement within the specified time taking into consideration grace periods set forth herein; including a material breach of a Funding Condition. This Agreement may not be terminated if the alleged Cause is cured within the specified period.

6. DISPUTE RESOLUTION AND APPLICABLE LAW

a. INFORMAL MEETINGS

The parties' representatives will meet as needed to implement the terms of this Agreement and will make a good faith attempt to informally resolve any disputes.

b. MEDIATION

In the event a dispute arises under this agreement, either party may request the matter be mediated prior to filing suit in accordance with Florida law.

c. APPLICABLE LAW AND VENUE

This Agreement is made and entered into in the State of Florida, and this Agreement and all disputes arising out of or relating thereto shall be governed by the laws of the state of

Florida, without regard to any otherwise applicable conflict of law rules or requirements that would require or permit the application of the law of another jurisdiction.

The parties agree that any action, suit, litigation or other proceeding arising out of or in any way relating to this Agreement, or the matters referred to herein, shall be commenced exclusively in the Circuit Court in and for Hardee County, Florida and hereby irrevocably and unconditionally consent to the exclusive jurisdiction of this court for the purpose of prosecuting and/or defending such litigation.

11. PUBLICITY

The parties agree to cooperate fully to coordinate with each other in connection with all press releases and publications regarding this Agreement.

12. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this agreement may be construed to be a waiver of the sovereign immunity of any government entity to suit.

13. MISCELLANEOUS PROVISIONS

1. COUNTERPARTS

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in establishing proof of this Agreement to produce or account for more than one such counterpart.

2. MERGER

This document constitutes the final entire agreement between the parties and supersedes any and all prior oral or written communication, representation or agreement relating to the subject matter of this Agreement.

3. SEVERABILITY

Any term in this Agreement prohibited by, or unlawful or unenforceable under, any applicable law or jurisdiction is void without invalidating the remaining terms of this said Agreement. However, where the provisions of any such applicable law may be waived, they are hereby waived by a party, as the case may be, to the fullest extent permitted by the law, and the affected terms are enforceable in accordance with the parties' original intent.

4. SURVIVAL OF PROMISES

Notwithstanding any expiration, termination or cancellation of this Agreement, the rights and obligations pertaining to payment or repayment of funds and/or remuneration obligation, confidentiality, disclaimers and limitation of liability, indemnification, and any other provision implying survivability will remain in effect after this Agreement ends.

5. BINDING EFFECT

This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the parties and their successors and assigns and shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns and all other agencies, departments, divisions, governmental entities, public corporations and other entities which shall be successors to each of the parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the parties hereto.

6. SUCCESSORS AND ASSIGNS

DD may assign its rights and obligations under this Agreement, with written consent of the IDA which may not be unreasonably withheld.

7. FORCE MAJEURE

The parties shall not be required to perform any obligation under this Agreement or be liable or responsible for any loss or damage resulting

from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, flood, natural disaster, or interruption of utilities from external causes.

8. NOTICE

All notices, requests, demands and other communications will be in writing and will be deemed given and received (i) on the date of delivery when delivered by hand, (ii) on the following business day when sent by confirmed simultaneous telecopy or email, (iii) on the following business day when sent by receipted overnight courier, or (iv) three (3) business days after deposit in the United States Mail when mailed by registered or certified mail, return receipt requested, first class postage prepaid, as follows:

If to the IDA to:

William R. Lambert Jr. – Director
107 East Main Street
Wauchula, FL 33873
(863)773-4915 fax
bill.lambert@hardeemail.com
info@hardeemail.com

With Copy to:

Kenneth B. Evers
424 West Main Street
Wauchula, FL 33873
(866)547-4362 fax
office@hardeelaw.com

If to Debut Development to:

Kristin Giuliani
Vanessa Thomas
P. O. Box 1854
Wauchula, FL 33873
kristin@debutdevelopment.com
vanesa@debutdevelopment.com

9. INTELLECTUAL PROPERTY RIGHTS

It is further understood that this Agreement does not grant the IDA any right to acquire intellectual property transferred to or developed by DD.

10. INCUBATOR POLICIES AND PROCEDURES

The parties hereby agree to abide by the incubator policies and procedures adopted and amended from time to time. To the extent any provision of this agreement conflicts with any provision of the incubator policies and procedures, the provision of this agreement shall prevail.

11. ATTORNEYS' FEES

In any action or proceeding to enforce or interpret this agreement or any provision hereof, the prevailing party shall be entitled to an award of its reasonable attorneys' fees, including but not limited to bankruptcy and appellate proceedings.

12. EFFECTIVE DATE

The effective date of this agreement is the date upon which the agreement is fully executed by both parties.

The parties have caused this Economic Development Agreement to be executed by their duly authorized representatives as of the date first specified above.

Hardee County Industrial Development Authority

Date: _____

By: Vanessa Hernandez, Chairperson

Debut Development, LLC

Date: _____

By: Vanessa Thomas

Exhibit B

REQUEST FOR PROPOSAL INNOVATION PLACE

**HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
107 EAST MAIN STREET
WAUCHULA, FLORIDA 33873**

FEBRUARY 19, 2015

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1. SUMMARY AND BACKGROUND

The Hardee County Industrial Development Authority (“IDA”) is currently accepting proposals for the marketing and management of the manufacturing production “fill-line” at the Hardee County Incubator, Innovation Place. Innovation Place, established by the Hardee County IDA as a business incubator, provides small, established, or startup companies with the tools and space they need in order to develop their operations and become a sustainable company or to expand in the market place.

Innovation Place has a specialized full scale contract manufacturing facility constructed for the purpose of facilitating existing businesses and to encourage the formation of new startups.

The production portion of the incubator will be managed by the awardee that has the ability to market the fill-line services to existing companies, including individual products produced for those companies and to maintain licensing and certifications necessary for fill-line operations. The applicants must demonstrate knowledge of operating protocols related to the chemical and physical aspects of cosmetic, food products and “OTC” (over the counter) drug manufacturing from inception thru production, including shipping to the end user.

The purpose of this Request for Proposal (RFP) is to solicit proposals from individuals, partnerships or companies, operational, management and marketing plans that provide a high likelihood of success in the marketplace for the fill-line component of Innovation Place.

2. PROPOSAL GUIDELINES

This Request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted until Wednesday, March 11, 2015 at 4:30pm. Any proposals received after this date and time will be returned to the sender. All proposals must be signed by an official agent or representative of the company submitting the proposal.

Outsourcing or contracting services to meet the requirements contained herein, must be clearly stated in the proposal, including costs of outsourced or contracted services. Any proposals which call for outsourcing or contracting services must include a name and description of the contractors. Priority will be given to those respondents demonstrating full capability and competency to effectuate the implementation and operation of the fill-line.

Contract terms and conditions will be negotiated upon selection of the winning bidder for this RFP. All contractual terms and conditions will be subject to review and acceptance by the IDA legal counsel and will include scope, budget, schedule, and other necessary items pertaining to the project.

The IDA reserves the right to reject any and all proposals in its sole and absolute discretion.

3. PROJECT PURPOSE AND DESCRIPTION

Innovation Place has been conceived to foster small or startup companies that have a product or idea, but lack the necessary skills, capital and staff to market their product effectively and grow their business.

The purpose of this project is focused on an economic development initiative directed specifically at manufacturing sector growth for economic diversity in Hardee County, Florida.

The IDA along with grant assistance from the Hardee County Economic Development Authority has acquired and retrofitted an incubator facility intended to foster and promote the growth of manufacturing businesses in Hardee County. The incubator (Innovation Place) offers a setting and the potential for collaboration, shared services and assistance geared toward growing a business to the point of sustainability in the marketplace.

As part of the incubator concept, Innovation Place offers a full scale cosmetic and OTC (Over the Counter) drug fill line for product fulfillment. A direct focus on solicitation and promotion of small companies needing the services of a manufacturing fill-line represents a primary component of the Innovation Place target market for economic development and diversity.

The IDA will provide co-ordination and management of the facilities of Innovation Place, lease management and recruitment of new tenants. The IDA will be the direct contact point for all tenants at Innovation Place.

The fill-line contract manager will be the primary contact point for individuals and companies seeking to develop or purchase contract production services of the fill-line. An onsite production facility allows businesses to fill their product with flexible volume requirements, no direct capital investment and synergistic cost savings relative to other options in the marketplace. The fill line is also available for usage by outside companies for contract manufacturing, benefiting companies that desire to bring new products to market without the burden of large scale manufacturing requirements.

The contract manager of the fill-line will be responsible for the direct oversight of price quoting, staff and any and all protocols necessary for the fill line production.

4. PROJECT SCOPE

Reporting to the IDA, the contract fill-line manager will manage the fill-line under the direction of the Economic Development Office with/in two main capacities: 1) recruiting start-up companies and entrepreneurs in order to maximize occupancy of the incubator and production fill line, and 2) working with fill line tenants to promote a growth strategy of their brands.

The following criteria must be met to achieve a successful project:

- General management and operations oversight of fill-line.
- Supervisory Responsibilities:

Fill-line employees
Interns and volunteers

- Develop and monitor a budget reliant in part on subsidy but transitioning to self-sufficiency for the fill-line
- Manage the fill-line operation thru the establishment of production schedules to accommodate Tenants and Contract Manufacturing needs
- Design and disseminate marketing materials for the promotion of the fill-line services
- Cultivate relationships with local businesses in support of mentorship programs for tenants related to the fill-line where possible
- Serve as media liaison as necessary to promote the fill-line
- Provide the EDC with recommendations on additional programs needs to support the development strategy for entrepreneurial growth related to the fill-line
- Work with SBDC to develop overall strategy for services provided each fill-line tenant
- Coordinate efforts to locate appropriate external resources to support fill-line tenant's business development needs including but not limited to marketing & sales, technology, product development, etc.
- Coordinate and monitor development of new and expanding businesses related to the fill-line
- Quarterly evaluation and reporting of program goals, objectives, successes, and risks to all stakeholders related to the fill-line
- Performs other duties as needed and defined

5. REQUEST FOR PROPOSAL AND PROJECT TIMELINE

Request for Proposal Timeline:

All proposals in response to this RFP are due no later than Wednesday, March 11, 2015 at 4:30pm.

Evaluation of proposals will be conducted from Thursday, March 12, 2015 to Thursday, March 26, 2015. If additional information or discussions are needed with any proposers during this period, the proposer(s) will be notified.

The top three proposers will make individual presentations to the Hardee County Industrial Development Authority on Tuesday, April 14, 2015. Proposal will be awarded at this meeting.

Notifications to proposers who were not selected will be completed by Thursday, March 19, 2015.

Project Timeline:

Innovation Place is an ongoing project. The IDA has the right to terminate the contract with the fill-line contractor upon 30 days' notice following 30 days of failure to correct deficiencies. The manager will provide reports and updates to the IDA board on a minimum quarterly basis.

6. PROPOSER QUALIFICATIONS

Skills, Qualifications and knowledge of:

- Marketing principles and Plan development
- Social Media strategy and major platforms
- Research methods
- Applicable federal, state, and local laws, rules, ordinances, statues, and regulations
- Public relations principles
- Budget Administration principles
- Program coordination principles

Ability to:

- Communicate effectively with colleagues, stakeholders
- Develop proposals, presentations and information packages
- Facilitate prospect tours
- Monitor budgets
- Meet deadlines
- Build strong relationships between the business community, local government, and the Company
- Use a computer and related software

Proposers should provide the following items as part of their proposal for consideration:

- References/work experience
- Education background
- Knowledge of contract manufacturing industry, cGMP's (Current Good Manufacturing Practices) and FDA regulations
- Anticipated resources you will assign to this project (total number, role, title, experience)
- Marketing background
- Corporate structure
- Willingness to hold manufacturing license and liability insurance \$2,000,000.00

7. PROPOSAL EVALUATION CRITERIA

The IDA will evaluate all proposals based on the following criteria. To ensure consideration for this Request for Proposal, your proposal should be complete and include all of the following criteria:

- Overall proposal suitability: proposed solution(s) must meet the scope and needs included herein and be presented in a clear and organized manner
- Organizational Experience: Bidders will be evaluated on their experience as it pertains to the scope of this project
- Corporate structure and ability to retain \$2,000,000.00 liability insurance

Each bidder must submit 2 sealed copies of their proposal to the address below by Wednesday, march 11, 2015 at 4:30pm:

Hardee County Industrial Development Authority
107 East Main Street
Wauchula, FL 33873

Exhibit C

**Proposal for the Marketing and Management
of Hardee County Incubator's
Production Fill Line at Innovation Place**

**Submitted by:
Debut Development, LLC.
PO Box 1854
Wauchula, FL 33873**

March 11, 2015

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1. Summary and Background

Debut Development, LLC is submitting a proposal response to market and manage the manufacturing production "fill-line" at the Hardee County Incubator, Innovation Place. Our in-house team includes the combined experience needed to successfully market, manage, operate and administer the budget in accordance to the outlined grant boundaries.

Kristin Giuliani is a creative and pragmatic business development professional with demonstrated success in sales growth, managing strategic and key partnerships, and dynamic team development. She has built innovative and effective marketing strategies with result oriented execution to increase brand awareness and market share for both supplement and skin care companies. She is driven to provide early staged companies with the tools and supports needed to become sustainable and viable businesses.

Vanessa Thomas possess a Master's degree in Cosmetic Science and has over a decade of product development and manufacturing experience in the Health & Beauty, Personal Care, Sun Care, and Dietary markets. She fully understands the process from product idea/concept to scale-up manufacturing and has worked with leading brands and contract manufacturers to formulate and provide technical support for daily quality and production operations.

2. Proposal Guidelines

Our contract terms and conditions will be negotiated to include the scope, budget, schedule, and other necessary items pertaining to this project.

3. Project Purpose and Description

Debut Development understands this project's purpose to offer economic diversity in manufacturing and economic growth and development in Hardee County. Debut Development also acknowledges Innovation Place was created to foster startup to medium sized companies that have a product or idea, but lack the necessary skills, capital and staff to effectively produce and grow their business. Debut Development will be the primary contact point for individuals and companies seeking to develop and/or purchase contract production services of the fill-line. Debut Development will be responsible for the direct oversight of price quoting, staff and all protocols necessary for the fill line production.

4. Project Scope

Reporting to the IDA, Debut Development will manage the fill-line under the direction of the Economic Development Office with/in two main capacities: 1) recruiting start-up companies and entrepreneurs in order to maximize occupancy of production fill line, and 2) working with tenants to promote a growth strategy of their brands. In addition, Debut Development will work with/in state and federal requirements to effectively manufacture the tenants existing products or help bring new products to market.

With the combined skills of the Management team, Debut Development will be able to offer the services to support the full scope of the project.

- General management and operational oversight of the fill-line to include but not limited to:
 - Creating and monitoring Standard Operating Procedures.
 - State and FDA Regulatory Compliance.
 - Quality Assurance and Control
 - Maintaining weekly production and efficient project management schedules
 - Inventory management
 - Accounting
 - Human Resources Management
 - General equipment management

- Supervisory Responsibilities to include acquisition, training, and oversight for:
 - Fill-line employees
 - Production Manager
 - Batching/Production Team Members
 - Quality Assurance
 - Receiving/Warehouse
 - Temps
 - Marketing and Customer Service/Admin
 - Bookkeeper
 - Customer Service/Marketing Outreach
 - Interns and volunteers

- With a goal to grow the fill line to a solid, sustainable business within 12 months of contract. Debut Development will develop and monitor a budget reliant in part on subsidy but transitioning to self-sufficiency for the fill-line as soon as possible through the following plan of action.
 - Work with the Tenants to find solutions and suppliers to increase profit margins needed to grow their business.
 - Increase revenues through Contract Manufacturing with external businesses
 - Establish timelines and profits necessary to add employee needed to meet the demand of growing schedules

- Manage the fill-line operation thru the establishment of production schedules to accommodate Tenants and Contract Manufacturing needs. Debut Development will hire a Production Manager to manage schedules. We will meet weekly to ensure that we are setting priorities and meeting customer needs as expeditiously as possible.
- Design and disseminate marketing materials for the promotion of the fill-line services. Debut Development currently has a website which outlines services provided in Product Development, Marketing, and Production. Debut Development will create a brochure capturing photos of the equipment as well as services provided.
- Cultivate relationships with local businesses in support of mentorship programs for tenants related to the fill-line where possible. Debut Development is currently in the process of collaborating with the EDC on an Education/Training platform designed to foster future business owners. The program is designed to utilize successful business owners to provide information and guidance through all aspects of the business planning process as well as encourage and advise individuals with great ideas on how to move forward.
- Serve as media liaison as necessary to promote the fill-line.
- Provide the EDC with recommendations on additional programs needs to support the development strategy for entrepreneurial growth related to the fill-line. By working closely with the entrepreneurs, Debut Development will be able to assess and identify services that are not currently available.
- Work with SBDC to develop overall strategy for services provided each fill-line tenant as needed. Debut Development has already cultivated a relationship with the SBDC and is working collaboratively to create a menu of available services and available classes.
- Coordinate efforts to locate appropriate external resources to support fill-line tenant's business development needs including but not limited to marketing & sales, technology, product development, etc. As Interim Managers of the Fill Line, our team has begun identifying resources needed to support production as well as other Innovation Place business needs. Debut Development will establish a list of Hardee County professionals able to meet these needs and seek outside consultation where necessary.
- Coordinate and monitor development of new and expanding businesses related to the fill-line. The Management Team at Debut Development has experience working in all aspects of Business Development with both small and large companies. We are able to analyze and assess the health of a company and provide various solutions and road maps to growth and success.
- Quarterly evaluation and reporting of program goals, objectives, successes, and risks to all stakeholders related to the fill-line.
- Performs other duties as needed and defined. Debut Development is open to working in any applicable manner with the EDC and IDA to expand manufacturing programs, further market Hardee County opportunities, and most importantly, increase job creation.

5. Request For Proposal and Project Timeline

The principals of Debut Development are ready to begin fill-line management immediately.

6. Proposer Qualifications

Through our diverse backgrounds, our team combined possess the following experience and skills:

- Marketing principles and Plan development
- Social Media strategy and major platforms
- Research methods
- Knowledge of applicable federal, state, and local laws, rules, ordinances, statues, and regulations
- Public relations principles
- Budget Administration principles
- Program coordination principles
- Effective communication with colleagues, stakeholders, and
- Proposals, presentations and information packages development
- Ability to facilitate prospect tours
- Budget monitoring
- Respect and meet deadlines
- Relationship building between the business community, local government, and the Company
- Use of computer and related software for production management

7. Proposal Evaluation Criteria

- See attached resumes for specific qualifications
- Debut Development was established on May 15, 2013 as the Sole Proprietorship of Vanessa Thomas. In February 2015, Vanessa and Kristin Giuliani partnered and registered the company as an LLC.
- Debut Development has sought quotes for the \$2,000,000 liability insurance and will obtain the policy if awarded the contract.

Vanessa Thomas

2763 Metro Sevilla Dr. Unit #101 Orlando, FL 32835
(407) 421-7992 • vrt3191@msn.com

OPERATIONS MANAGER

Areas of Expertise

- TECHNICAL SUPPORT
- APPLICATIONS
- FORMULATIONS
- DOCUMENTATION
- RESEARCH
- REGULATORY

12 years professional experience as a Senior Formulation Chemist in the Personal Care/Cosmetic industry. Advanced degree in cosmetic science, in-depth understanding of personal care/cosmetic manufacturing processes, exceptional technical skills, and practical experience. Exceptionally innovative, detail oriented, analytical and resourceful. Extremely successful in achieving all technical, quality, productivity and financial goals.

PROFESSIONAL EXPERIENCE

Celmark International, Orlando FL

2011 to 2014

Contributed to the formulation of an extensive library of skincare, first aid, dietary, hair care, and health & beauty cosmetic products, for leading Personal Care marketing companies. Successfully meets and/or exceeds the expectations of buyer's needs, in a fast-paced environment while staying within formulation parameters and budgets in order to achieve maximum profit margins. Performs stability and quality measures to ensure success to market. Oversees product scale-up batching. Provides technical support to sales, marketing, customer services, and regulatory.

Sun & Skin Care Research, Inc. – Ocean Potion and NO-AD Brands, Cocoa FL
Manager, Laboratory Services

2006 to 2010

Managed all aspects of laboratory operations for a leading \$50 million OTC/cosmetic and sun care manufacturer. Oversaw activities and efforts of chemists, lab technicians, microbiologists, quality inspectors, and third party testing facilities. Wrote and conducted performance appraisals and vendor audits. Screened and evaluated resumes of potential/current employees, interviewed candidates and made hiring decisions.

Served as key contact to marketing and upper management for new ideas and development. Managed to completion, the project cycles for all R&D development – Defined scope and direction; acquired and coordinated resources; performed regulatory investigations; developed formulations; documented procedures, observations and results; presented projects for approval; oversaw product stability and manufacturing scale-ups.

Biddiscombe International, LLC, St. Petersburg, FL

2005 to 2006

R&D Senior Cosmetic Chemist

Formulated a variety of skincare and tanning products that fulfilled the needs of our private label customers – lotions/creams, tanning booth sunless sprays and lotions, aloe vera and lidocaine gels, body washes, air brush spray color cosmetics, flavored lotions and oils. Delivered an effective and quality product within forecasted timeframe, including overseeing pilot/scale-ups.

Hair Systems, Inc., Englishtown, NJ

2003 to 2005

R&D Color Chemist

Formulated reactive hair care products. These included permanent, semi-perm and temporary hair color bases, coloring hair bleaches, hair relaxers and depilatories. Responsible for color matching and hair swatching to ensure actual color. Worked closely with marketing and sales team to successfully deliver a remarkable product according to

customer's request. Oversaw scale-up batching.

EDUCATION

FAIRLEIGH DICKINSON UNIVERSITY, Teaneck, NJ
Master of Arts in Science concentration Cosmetic Science, 2005

NEW JERSEY INSTITUTE OF TECHNOLOGY, Newark, NJ
Bachelor of Science Degree in Chemistry, 2002

AFFILIATIONS

SOCIETY OF COSMETIC CHEMISTS-Florida Chapter
Active Member

PROFILE

Energetic, motivated, and innovative Business Development professional with strong Natural Products Industry relationships and excellent interpersonal skills. Driven to apply my combined sales, marketing, and business management work experiences; to continue acquiring knowledge; and to express my passions with challenging and progressive opportunities.

PROFESSIONAL EXPERIENCE

Partner/CEO, DEBUT DEVELOPMENT , Wauchula, FL

February 2015 – Present

- Responsible for overall Business Growth and Development
- Financial Projections/Budget Creation and oversight
- Human Resource Management; Recruiting, Training and Oversight of Sales, Marketing and Admin Employees
- Establishing Marketing Strategies and creating applicable collateral

Executive VP, STREAM2SEA, Wauchula, FL

September 2014 - Present

- Revenue Projections and Business Plan Development
- Employee Recruiting, Training, and Supervision; establishing Human Resource Policies
- Operational Accounting; Budget creation and monitoring
- Sales and Marketing Strategy Development and Execution
- Work with Independent Contractors on specific projects where needed

Partner, SUMMIT BUSINESS DEVELOPMENT , Saratoga Springs, NY

June 2014 – Present

- Work with companies at various stages of growth to maintain and expand business as desired
- Services offered include but are not limited to:
 - Develop a scalable sales strategy that outlines opportunity for next phase of growth
 - Development of a retail roadmap
 - Three revenue projections
 - Marketing and promotional planning
 - Education plan Strategy
 - Execute sales strategy
 - Analyze current collateral and assist with development as needed
 - Identify and recruit sales representation as needed
 - Develop a P&L for each key account to establish potential break even point
 - Business Growth Strategy
 - Competitive Market Analysis

Director of Business Development, BABO BOTANICALS , Scarsdale, NY

June 2013 – December 2013

- Grew Key Account Business through development and management of strategic and inspirational Marketing and Merchandising; Programs; manage execution
- Built successful and collaborative relationships with all corporate business contacts
- Held monthly business reviews with Sales and Executive management team
- Established and Managed retail revenue and expense budgets
- Identified openings in the marketplace and recommended new product development; provided feasibility studies to assess viability
- Created strategies to assist the companies transition from Growth phase to an Established business

National Sales Manager, BABO BOTANICALS , Scarsdale, NY

October 2012 – June 2013

- Develop, train, and sustain a broker network; ensure account coverage and responsibility to sales goals.
- Oversight and management of sales programs development and execution
- Evaluate and follow up on weekly and monthly sales reports; hold monthly business review with Sales Brokers and Executive management team
- Manage revenue and expense budgets
- National Sales analysis to determine opportunities for increased penetration including new business development, new product launches and line extensions
- Coach Sales team including Sales and Marketing Coordinator to perform at high levels including forecasting, managing account profitability, and building strong relationships with all stakeholders.
- Plan and oversee trade show set up.

Key Accounts Manager, DR.HAUSCHKA SKIN CARE, South Deerfield, MA

October 2010 - August 2012

Develop and implement strategic goals in relation to Key Accounts

- Meet revenue and budget goals for Key Accounts in the east region and Rocky Mountains
- Lead the prospecting process in the east region in relation to securing new key accounts including new markets
- Create compelling sales presentations by interpreting research, data and sales information
- Develop and implement successful promotions and programs
- Improve brand placement in the marketplace
- Rejuvenated the brand, rebuilt relationships, and regained relevancy in a down market.
- Created and executed a successful pilot growth program
- Created a Consumer Lecture program with focus on the brand ethos to better disseminate the brand message
- Responsible for acquiring, opening, and developing a new Key retail partner including contract negotiation

Sales & Marketing Manager, NATURE'S FORMULARY, Clifton Park, NY

2007 – 2010

- Responsible for brand building and national sales strategy for a line of top-quality Ayurvedic herbal supplements and body care
- Work directly with Distributor Buyers and Key Retail Account Buyers in the Natural Products Market
- Secure approval for new products, promotions and line extensions, including all paperwork and negotiation
- Provide direction, facilitate training and support, set sales goals and review performance against goals for all territory Brokers
- Manage product introductions and training of staff and retail partners where appropriate on new products; manage growth of product visibility, coordinating supports for product launches
- Market analysis to determine effective marketing and new product development; implementation of marketing initiatives that maximize sales opportunities.
- Accounting and Finance top-level overview responsibilities
- Created and administered a successful education program; reached out to Ayurvedic professionals nationwide to conduct retailer staff trainings and consumer seminars within a particular region; ensured that training manuals and educators provide comprehensive and informative material
- Spearheaded the company's transition to using organic and sustainably wild harvested herbs, and played an integral role in the packaging redesign
- Part of a team developing the first Ayurvedic Garden at the American Botanical Council in Austin TX.

****Additional Function as Operational Accountant from 2006 - 2010***

ADDITIONAL SKILLS/EXPERIENCE

Experienced in common office computer platforms including MS Office for Windows and Mac programs including Pages and Numbers;

Experience working with business financial programs and CRMs

Member of the Natural and Organic Cosmetic Alliance – subcommittees: Regulatory/Best Practices and Education

Knowledge of various plants and their efficacy regarding natural healing; continuing studies in herbalism

Effective and engaging communication skills, both written & oral

Highly organized and adept multi-tasker, with strong attention to details in fast paced environments.

EDUCATION

State University of NY, Albany, NY - Social Welfare/Psychology

State University of NY, Albany, NY - Accounting/Business Management



**REQUEST FOR PROPOSAL
COMMUNICATIONS, MARKETING, PROMOTIONAL SERVICES**

**HARDEE COUNTY ECONOMIC DEVELOPMENT COUNCIL
HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
107 EAST MAIN STREET
WAUCHULA, FLORIDA 33873**

APRIL 22, 2015

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DRAFT

Introduction/Summary:

The Hardee County Economic Development Council (EDC) and the Hardee County Industrial Development Authority (IDA) are seeking to contract with a marketing/public relations firm/individual to influence public opinion for the purposes of creating positive impressions of economic development efforts in Hardee County on the local, regional and national market level.

The Hardee County EDC and IDA exist with dual membership consisting of a 5-9 member board appointed by the Hardee County Board of County Commissioners (BOCC). Both entities, the Dependent Special District IDA and the 501C3 Nonprofit EDC are managed by the Hardee County EDC office.

Due to the funding contributions of the BOCC and the Hardee County Economic Development Authority (EDA), the EDC/IDA entities are operated as a public agency along with confidentiality afforded under Florida Statute 288.075.

The Hardee County IDA has a unique economic development agreement that provides significant funding income for the purposes of infrastructure related to economic development, tourism visitor development, advertising and promotion of the County, alternative water supply development, economic development catalysts such as airports, industrial parks, commerce parks, alternative energy research facilities, health care complexes, etc. Additionally, the Hardee County IDA seeks grant funding from the Hardee County EDA, an Independent Special District created by the Florida Legislature to solicit, rank and fund grants for economic development in Hardee County, to enhance, diversify and create additional employment opportunities in Hardee County.

Successful economic development news has to be promoted beyond that which is reported in the print media. Many times, economic development is taken for granted and misunderstood, and is severely criticized as a misuse of public monies. Local officials do not routinely know how to create good press, often do not allocate time for print media, and when challenged, assume defensive positions. The Hardee County EDC/IDA wishes to provide strong support for a media offensive campaign, to simply share the mission of economic development in Hardee County.

Goal:

To communicate and promote on a local, regional and national level the EDC mission statement:

"The EDC works to diversify the economy by creating quality careers in the hopes of improving the quality of life for Hardee County residents. The EDC is committed to improving the economic wellbeing of the County through growth and expansion of local businesses and the attraction of new businesses to Hardee County. The objective of this planned economic diversification is the creation of high-wage, high-skill jobs that will retain and expand existing, high-value businesses."

Objectives:

1. Increase public understanding of economic development in Hardee County through effective communications.
2. Provide a competitive image for the regional market place.
Provide effective leadership and strategic direction of Hardee County at the State and National level

Respondent Proposers will:

1. Provide a statement of understanding, an outline of work plan based on the goals and objectives described in this RFP, and the proposed approach, including major milestones and a detailed schedule that shows benchmark improvements at intervals quarterly or as established by the EDC/IDA board. This should include:
 - a) Demonstration of an ability to provide accurate media information including placement and distribution in the local and regional market place.
 - b) Demonstration of an ability to provide promotional and advertising options and recommendations to increase national awareness.
2. Demonstrate core competency through accomplishments from previous client relationships in the market place.
 - a) Provide at least three (3) references from analogous projects. Each reference listed should include the organization, contact name, telephone number, e-mail address, and description and outcome of the work performed. White papers are preferred but not required.
3. Provide a rate schedule detailing all necessary/anticipated cost components required to accomplish the goals and objectives set forth in this RFP.
4. Provide the name, postal address, e-mail address, telephone and fax number of the lead person authorized to enter into contractual agreement and answer questions related to the proposal.
5. Resumes of key consultant staff members and firm references. This must include names of staff members that will be assigned to the project and the percentage of their time that will be allocated to the project.
6. Please provide your proposed organizational chart structure including specific names of participants that you feel will best suit our needs.
7. Please provide a listing of the annual billings of your top five clients without names.
8. Please provide your total billings for fiscal year ended 2014, 2013, 2012 respectively.
9. Please provide us with a brief overview of any clients you may have lost in the last 24 months and why.
10. Please list any professional associations or memberships in which your company is associated with that you feel may be beneficial to your proposal.
11. If you plan to sub contract any of the proposed work, Please be prepared to describe who the sub contractors might be and to demonstrate their core expertise in these areas as well.

Respondent Qualifications:

Selection will be based on the quality of the response to this RFP, understanding of the issues confronting economic development, individual or team make-up and representative specialties, creative approach, overall problem solving abilities, experience with economic development strategies and plans, ability to meet deadlines, price and overall experience and competency in dealing with issues confronting the fostering and promoting of economic development in rural Central Florida.

A selection committee will be designated by the EDC/IDA to review proposals and hear presentations. After determining the list of qualified firms resulting from the evaluation process, interviews will be scheduled with up to three (3) most qualified teams/individuals. Notification of invitation to interview will be by telephone at least one (1) week prior to the interview date.

The EDC/IDA reserves the right, at its sole discretion, to modify the selection process or other aspects of this RFP. The EDC reserves the right to accept a proposal even if it does not contain all of the information requested in the RFP. The EDC also reserves the right to reject or request replacement of individual team members or firms which comprise the consultant team. All costs associated with this Request for Proposal and subsequent presentations before contract award are the sole responsibility of the responder.

Each respondent must submit 2 copies of their proposal to the address below by _____:

Hardee County Industrial Development Authority
107 East Main Street
Wauchula, FL 33873

EDO Info

From: Henry Kuhlman <hjkuhlman@gmail.com>
Sent: Wednesday, January 07, 2015 10:43 AM
To: kristi schierling
Cc: Diana Youmans; Donald Samuals; Dottie Conerly; Doug Jensen; horst@myrapidsys.com; Jim See; John Oneal; Lory Durrance; michael.a.prescott@hotmail.com; Monica Reas; Rick Justice; Russell Melendy; Vanessa Hernandez
Subject: PRR -- Public Records request --- Related Parties named in the Larson Allen -- Request the figures on Money Paid to each related party

Follow Up Flag: Follow up
Flag Status: Flagged

Kristi, please obtain these records from CPA Mike Carter of Larson Allen, contracted to perform the Examination of Continuum Labs.

Thank You,

Henry Kuhlman, concerned citizen

EDO Info

From: Henry Kuhlman <hjkuhlman@gmail.com>
Sent: Wednesday, January 07, 2015 11:56 AM
To: kristi.schierling
Cc: Ralf Brookes; David Royal; Diana Youmans; Donald Samuals; Dottie Conerly; Doug Jensen; horst@myrapidsys.com; Jim See; John Oneal; Lory Durrance; michael.a.prescott@hotmail.com; Monica Reas; Rick Justice; Russell Melendy
Subject: PRR -- Public Records Request --- Data observed during the Larson Allen Examination of Continuum labs -- Ken Lambert

Follow Up Flag: Follow up
Flag Status: Flagged

Kristi,

Please provide documents observed by Larson Allen during their examination of Continuum Labs that pertain to Ken Lambert.

1. Invoices, contracts, reports, emails, results, communications, checks, etc.

We want all data that established the related party findings and anything used to substantiate expenses, deliverables, outcomes, and why Mr. Lambert was selected over all other options.. OK?

Thank You,

Henry Kuhlman

EDO Info

From: Ken Evers <kevers@hardeelaw.com>
Sent: Friday, January 23, 2015 7:23 AM
To: 'Henry Kuhlman'
Cc: 'EDO Info'; 'Bill Lambert (Economic Development)'
Subject: Public records request

Henry, your public records request was placed with me for response. As I understand it, you requested the right to copy/inspect all documents provided to Clifton, Larsen, Allen in the preparation of their examination report of the Lifesync/Continuum grant. First, those documents are not in the custody, control, or possession of the IDA or staff. These documents were not reviewed by IDA or staff. Those documents were provided directly to CLA by either Lifesync or Continuum, respectively. CLA was hired to perform an examination (which started out at as "agreed upon procedures"). This is not the type of function normally performed by the IDA or staff and IDA authorized functions have neither been transferred to nor delegated to CLA. CLA is an outside auditor to the IDA and by its very nature must be independent and simply does not act on behalf of the agency as that phrase has been defined in body of case law. Therefore, the records you requested are not public records.

Kenneth B. Evers, of
Kenneth B. Evers, P.A.
P.O. Box 1308
424 W. Main Street
Wauchula, FL 33873
Tel: 863-773-5600
Fax:866-547-4362

EDO Info

From: Henry Kuhlman <hjkuhlman@gmail.com>
Sent: Wednesday, January 28, 2015 11:41 AM
To: kristi.schierling
Subject: PRR -- Public Record Request -- personnel and payroll records -- grant recipients

Jan 27, 2015

Hardee County Industrial Development Authority
Public Records Custodian (Kristi Schierling)

Public Records Request:

Pursuant to Florida Statutes Chapter 119 (Florida's "Public Records" Act) please "promptly" provide me as a resident of Hardee County with the following documents as public records. A reasonable time limit is business ten days. I will expect to review these records no later than Feb 10, 2015. Failure to accept possession of these records is not a valid reason for not procuring the records.

Any and all records in any format from the period Jan 1, 2012 to present, related to persons hired, contracted, retained, secured, or used in any manner for IDA/EDC grant projects (also IDA managed EDA projects) that worked inside Hardee County limits and receive any public money. Records requested, but not limited to, include:

1. Names
2. Date of Hire
3. Position
4. Pay method and rate (salary, hourly, commission, etc.)
5. Job Description
6. Promotions and pay rate changes
7. Hire letters, contracts, agreements, confidentiality, termination notification, evaluations, etc.
8. Payment records
9. Training Received and charges to project grants for training
10. Expenses charges for or by person (expense reports, sheets, mileage logs, credit card statements, receipts, etc)
11. Time logs, reports, forms, work output, work measure
12. Date of Termination

Thank You,
Henry Kuhlman

EDO Info

From: Henry Kuhlman <hjkuhlman@gmail.com>
Sent: Wednesday, January 28, 2015 12:03 PM
To: kristi schierling
Subject: PRR -- Public Record Request Number TWO -- personnel and payroll records -- grant recipients Outside of Hardee County

Jan 27, 2015 (Note this request is a second request from the similar one you received today)

Hardee County Industrial Development Authority
Public Records Custodian (Kristi Schierling)

Public Records Request:

Pursuant to Florida Statutes Chapter 119 (Florida's "Public Records" Act) please "promptly" provide me as a resident of Hardee County with the following documents as public records. A reasonable time limit is business ten days. I will expect to review these records no later than Feb 10, 2015. Failure to accept possession of these records is not a valid reason for not procuring the records.

Any and all records in any format from the period Sep 11, 2012 to present, related to persons hired, contracted, retained, secured, or used in any manner for IDA/EDC grant projects that **worked outside Hardee County limits** and receive any public money. Records requested for, but not limited to the following persons:
James W. Grant, John A. Grant, Jason T. Brodeur, Jennifer Lux, Christopher Gleason, and Travis Bond.

Additionally, there are other persons not named, that received public money from IDA/EDC grant funds. For all of these people, please provide the following:

1. Names
2. Date of Hire
3. Position
4. Pay method and rate (salary, hourly, commission, expense allowance, incentives, etc.)
5. Job Description
6. Promotions and pay rate changes
7. Hire letters, contracts, agreements, confidentiality, termination notification, evaluations, etc.
8. Payment records (including bonuses)
9. Training Received and charges to project grants for training
10. Expenses charges for or by person (expense reports, sheets, mileage logs, credit card statements, receipts, etc)
11. Time logs, reports, forms, work output, work measure
12. Date of Termination

Thank You,
Henry Kuhlman

EDO Info

From: Donald Samuels <dsamuels45@yahoo.com>
Sent: Thursday, January 29, 2015 9:03 AM
To: Kristi Schierling
Subject: Public Records Request

January 29, 2015

Hardee County Industrial Development Authority
Public Records Custodian (Kristi Schierling)

Public Records Request:

Pursuant to Florida Statutes Chapter 119 (Florida's "Public Records" Act) please "promptly" provide me as a resident of Hardee County with the following documents as public records. A reasonable time limit is business ten days. I will expect to review these records no later than Feb 12, 2015. Failure to accept possession of these records is not a valid reason for not procuring the records.

Any and all records in any format from the period Jan 1, 2012 to present, related to persons hired, contracted, retained, secured, or used in any manner for IDA/EDC grant projects (also IDA managed EDA projects) that worked inside Hardee County limits and receive any public money. Records requested, but not limited to, include:

1. Names
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10. Expenses charges for or by person (expense reports, sheets, mileage logs, credit card statements, receipts, etc)
11. Time logs, reports, forms, work output, work measure
12. Date of Termination

Thank you
Donald Samuels

EDO Info

From: Donald Samuels <dsamuels45@yahoo.com>
Sent: Thursday, January 29, 2015 9:09 AM
To: Kristi Schierling
Subject: Public Records Request

January 29, 2015

Hardee County Industrial Development Authority
Public Records Custodian (Kristi Schierling)

Public Records Request:

Pursuant to Florida Statutes Chapter 119 (Florida's "Public Records" Act) please "promptly" provide me as a resident of Hardee County with the following documents as public records. A reasonable time limit is business ten days. I will expect to review these records no later than Feb 12, 2015. Failure to accept possession of these records is not a valid reason for not procuring the records.

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12. Date of Termination

Thank you
Donald Samuels