



AGENDA

Hardee County Economic Development Council Hardee County Industrial Development Authority

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

10/7/2015 1:00 P.M

Board members

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

	Item	Presenter
Item 1	Call to order	Vanessa Hernandez
Item 2	Approval of agenda	Vanessa Hernandez
Item 3	Election of Officers – Chair and Vice Chair	Ken Evers
Item 4	Stream2Sea/Debut Development Presentation	Autumn Blum/ Vanessa Thomas
Item 5	Acknowledge Receipt of Letter of Intent from Florida Hospital -resulting contract between Florida Hospital and IDA -resulting contract between City of Wauchula and IDA	Bill Lambert
Item 6	Project Updates	Bill Lambert
Item 7	Set Date and Time for Additional Business later in the month	Vanessa Hernandez
Item 8	Announcements/Other Business/Public Comment	Vanessa Hernandez
Item 9	Adjournment	

[FLORIDA HOSPITAL WAUCHULA LETTERHEAD]

September __, 2015

City of Wauchula, Florida
Attn: Terry Atchley, City Manager
126 South 7th Avenue
Wauchula, Florida 33873

Hardee County Economic Development Council
Industrial Development Authority
Attn: William Lambert, Director
107 East Main Street
Wauchula, Florida 33873

Re: Non-Binding Letter of Intent – Relocation and Replacement of Florida Hospital Wauchula

Dear Mr. Atchley and Mr. Lambert:

This Non-Binding Letter of Intent (the “**LOI**”) sets forth the basic terms under which **Adventist Health System/Sunbelt, Inc.**, a Florida not-for-profit corporation, doing business as Florida Hospital Heartland Division and Florida Hospital Wauchula (“**FHW**”) would be interested in entering into a tri-party agreement (the “**Agreement**”) with the **City of Wauchula, Florida** (the “**City**”) and the **Hardee County Economic Development Council Industrial Development Authority** (the “**EDC/IDA**”) in order to accomplish the goals and objectives outlined below in this LOI. This LOI is a non-binding statement of interest of the parties hereto, and is merely meant to memorialize certain proposed terms. This LOI is not a formal offer or agreement, and the parties hereto specifically reserve the right to revise in the Agreement any terms and provisions set forth herein.

By executing this LOI, the parties agree to make good faith efforts to agree on the terms of the Agreement within _____ () days following the date hereof. Nevertheless, none of the parties shall be under any binding obligation until such time as a mutually agreeable Agreement is fully executed.

The terms of the Agreement would be generally structured as follows:

Background:

FHW desires to replace its existing hospital facility located on the Existing Hospital Property described below because needed repairs forecast over the next 4 years will be complex and prohibitively expensive to carry out while operating the hospital. To date FHW, independent of any cost, has been unable to produce a repair plan that allows

hospital operation, and is approved of by Florida's Agency for Healthcare Administration ("AHCA").

FHW is designated as a critical access hospital. Relocating and replacing the hospital facility as described in this LOI will not in and of itself jeopardize this critical access designation.

FHW was approached by the EDC/IDA and the City and presented with an incentive package designed to cause the existing hospital facility to be relocated onto real property owned by the City and described below as the New Hospital Property. The New Hospital Property is situated on the main traffic corridor of northbound Highway 17, south of the city center of Wauchula. The parties anticipate that the development of the new hospital facility at this location would be a catalyst for other development in the area.

The Existing Hospital Property will be conveyed to the EDC/IDA as described below. The EDC/IDA has future plans for the Existing Hospital Property that might include asking FHW for some intellectual and business assistance in creating other jobs around the provision of healthcare and/or education. Any future collaboration between FHW and the EDC/IDA would be described in a separate agreement.

FHW intends to conclude planning and permitting of the new hospital facility by the end of 2015, construct during 2016, and occupy the new hospital facility in early 2017.

Economic Incentive:

In order to assist in the development of the new hospital facility on the New Hospital Property described below, the EDC/IDA will provide an economic incentive in the total amount of \$2,000,000, to be paid as follows:

a. \$700,000 will be paid to the City. In return for this payment, the City will convey to FHW ten (10) acres of real property owned by the City on northbound Highway 17 described below as the New Hospital Property. The New Hospital Property is or will be appropriately designated and zoned for the new hospital facility, and has or will have all necessary utilities, roads, curb cuts, and traffic controls for the new hospital facility. The New Hospital Property has been recently, or will be, surveyed, and is compliant with geotechnical requirements for a facility such as the new hospital facility.

b. \$1,300,000 will be disbursed to FHW as follows:

1. \$500,000 at groundbreaking of the new hospital

facility;

2. \$500,000 at “dry in”; and
3. \$300,000 upon issuance of the Certificate of Occupancy for the new hospital facility.

FHW will use these funds for relocation costs associated with the new location, infrastructure and equipment upgrades, and any additional planning costs associated with the relocation of the hospital facility to the New Hospital Property.

At time of occupancy of the new hospital facility on the New Hospital Property, FHW will convey the Existing Hospital Property, including all improvements thereon, to the EDC/IDA for consideration of \$1.00. The instrument of conveyance will include perpetual deed restrictions, running with the land, providing that neither the EDC/IDA, nor any successor in title to all or any part of the Existing Hospital Property, will be permitted to use the Existing Hospital Property for any activity, business or enterprise that would or could compete with FHW and/or its physician practices.

New Hospital Property: Vacant property located at South 5th Avenue, Wauchula, Florida, currently owned by the City and used as a citrus grove. Parcel ID No. 10-34-25-0000-00920-0000.

Existing Hospital Property: 533 Carlton Street, Wauchula, Florida, located at the southeast intersection of S. Florida Avenue and Carlton Street, +/- 8.118 acres of land currently owned by FHW, and operated as “Florida Hospital Wauchula”; Hardee County Parcel ID No. 09-34-25-0000-07520-0000.

Confidentiality: The parties hereto agree to keep the terms and provisions of this LOI confidential, except to the extent necessary in the preparation of the Agreement for either party to disclose certain terms and provisions to their respective attorneys and/or other consultants.

Brokers: The parties acknowledge that no broker or finder is due a commission related to the matters set forth in this LOI.

If this LOI is not countersigned by all parties within twenty (20) days of the date hereof, then the terms of this LOI shall be deemed null and void. With your affirmative response, we will instruct our attorney to prepare the Agreement in accordance with the terms outlined herein.

Please contact us with any questions or comments that you may have regarding these matters. We look forward to your response.

Respectfully submitted,

Adventist Health System/Sunbelt, Inc.
A Florida not-for-profit corporation

Name: Eric Stevens
Title: President/CEO
Florida Hospital Heartland Division

Terry Atchley, on behalf of the City, hereby agrees to the matters set forth in the foregoing LOI, subject to the signing of the Agreement incorporating the above terms.

AGREED and ACCEPTED

By: _____
Name: Terry Atchley
Title: City Manager
City of Wauchula
Date: _____, 2015

William Lambert, on behalf of the EDC/IDA, hereby agrees to the matters set forth in the foregoing LOI, subject to the signing of the Agreement incorporating the above terms.

AGREED and ACCEPTED

By: _____
Name: William Lambert
Title: Director
Hardee County Economic Development Council
Industrial Development Authority
Date: _____, 2015

Florida Hospital Wauchula Grant Agreement

THIS AGREEMENT ("Agreement") by and between the Hardee County Industrial Development Authority (the "IDA"), a dependent special district and Adventist Health System/Sunbelt, Inc. d/b/a Florida Hospital Heartland Division ("FHHD") and Florida Hospital Wauchula ("FHW"), a privately held company, is set forth as follows:

RECITALS

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, Exhibit B, Economic Development Terms contained within Resolution 08-19, adopted by the BOCC on August 14, 2008 as a part of the Development Order of the South Ft. Meade Mine specifically provides at section 9 thereof as follows:

"D. Funds may be utilized to investigate and create an economic development catalyst project such as an airport, commerce park, industrial park, alternative energy research center or health care complex, etc., to name a few examples. Other forms of government infrastructure such as schools, jails, public buildings and libraries are not considered to be intended uses of funds contributed by Developer pursuant to these Terms. However, community centers and civic centers that have visitor/tourism connectivity may be appropriate."

WHEREAS, the BOCC approved the Sustainable Hardee Visioning Plan on March 7, 2013 by Resolution 2013-22. Hardee County has identified five areas of review and analysis through a series of community meetings to prepare the Visioning report and to provide guidance for future projects and decisions. These areas are: Economic Development, Land Use/Recreation/Open Space/Environment, Quality of Life/Housing, Education/Workforce and Infrastructure; and,

WHEREAS, the BOCC adopted Resolution 15-25 on September 3, 2015 expressing support for Florida Hospital Wauchula and its relocation and construction project finding the construction of a new medical care facility in Hardee County would benefit the local economy and create new jobs and educational training opportunities; and,

WHEREAS, on July 16, 2015 the IDA approved an expenditure in the total amount of \$2,000,000.00 to be awarded in relation to the project with a specific allocation of \$1,300,000.00 to FHW; 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:

By separate agreement, the IDA shall provide \$700,000.00 to the City of Wauchula for site acquisition/improvements related to the relocation and construction of the new facility.

The IDA shall disburse \$1,300,000.00 to FHW as follows:

- a. \$500,000.00 at “ground breaking”
- b. \$500,000.00 at project “roof dry in”
- c. \$300,000.00 upon issuance of Certificate of Occupancy

to be used for engineering/design, relocation expenses, equipment upgrades, capital improvements and/or ancillary infrastructure.

The IDA shall accept the deed for the conveyance described below in paragraph 3b.

3. FLORIDA HOSPITAL WAUCHULA COMMITMENTS:

- a. FHW shall construct and relocate a new healthcare complex to the location on US Highway 17 provided by the City of Wauchula "COW" through separate agreement. The new healthcare complex shall be approximately 50,000 sq. ft., 25 bed, critical care access facility. FHW shall begin construction in 2016 with occupancy no later than December 31, 2017.
- b. FHW shall transfer for \$1.00 to the IDA, marketable fee simple title to parcel ID #09-34-25-0000-07520-0000 and all fixtures thereon upon occupancy of the new facility. This transfer shall be "as is" and subject only to a covenant that such property shall not be used for any activity, business or enterprise that would or could compete with FHW and or its physician practices.
- c. FHW shall at grant closeout provide an executive summary describing the allocation and use of grant funds.
- d. FHW commits to facilitate intellectual and business assistance in creating jobs related to healthcare and/or education with ensuing IDA development plans for the existing facility.

8. USE AND RETENTION OF LOCAL SUPPLIERS

FHW will use reasonable efforts to use qualified Hardee County, Florida-based suppliers to provide products and services under this Agreement.

10. DEFAULTS AND REMEDIES

Each of the following acts, omissions or occurrences of "FHW" shall constitute an act of default under this agreement:

- a. **FAILURE TO PERFORM**

If "FHW" fails to perform any of its commitments set forth in this agreement, all funds distributed pursuant to this Agreement will be subject to an immediate refund to the IDA.

12. 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 acceptance of the deed conveying the existing hospital property or December 31, 2017, whichever is earlier.

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.

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.

13. PUBLICITY

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

14. 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.

15. 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. CONFIDENTIALITY

The parties hereto agree to observe confidentiality in accordance with section 288.075 Fl. Statute and any other applicable provisions of the law.

5. SURVIVAL OF PROMISES

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

6. 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.

7. SUCCESSORS AND ASSIGNS

Stream2Sea may assign its rights and obligations under this Agreement, with written consent of the IDA which may not be unreasonably withheld.

8. 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.

9. 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 Florida Hospital Wauchula to:
Eric Stevens

10. 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.

11. EFFECTIVE DATE

The effective date of this agreement is October 1, 2014.

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

By: Vanessa Hernandez, Chairperson

Florida Hospital Wauchula

By:

City of Wauchula Grant Agreement

THIS AGREEMENT ("Agreement") by and between the Hardee County Industrial Development Authority (the "IDA"), a dependent special district and the City of Wauchula a municipal political subdivision located in Hardee County, Florida ("COW"), is set forth as follows:

RECITALS

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, Exhibit B, Economic Development Terms contained within Resolution 08-19, adopted by the BOCC on August 14, 2008 as a part of the Development Order of the South Ft. Meade Mine specifically provides at section 9 thereof as follows:

“A. Infrastructure such as roads, turn lanes, traffic signals, water and waste water, landfill, telecommunications, and other items traditionally provided by public utilities or government agencies are necessary for economic development. The application of funds that occur as a result of this document is encouraged to be applied to such infrastructure.”

“D. Funds may be utilized to investigate and create an economic development catalyst project such as an airport, commerce park, industrial park, alternative energy research center or health care complex, etc., to name a few examples. Other forms of government infrastructure such as schools, jails, public buildings and libraries are not considered to be intended uses of funds contributed by Developer pursuant to these Terms. However, community centers and civic centers that have visitor/tourism connectivity may be appropriate.” ; and,

WHEREAS, these funds are being *applied* to the construction of infrastructure identified in “Section A” above and *utilized* for a healthcare complex in “Section D” above; and,

WHEREAS, the BOCC approved the Sustainable Hardee Visioning Plan on March 7, 2013 by Resolution 2013-22. Hardee County has identified five areas of review and analysis through a series of community meetings to prepare the Visioning report and to provide guidance for future projects and decisions. These areas are: Economic Development, Land Use/Recreation/Open Space/Environment, Quality of Life/Housing, Education/Workforce and Infrastructure; and,

WHEREAS, the BOCC adopted Resolution 15-25 on September 3, 2015 expressing support for Florida Hospital Wauchula (FHW”) and its relocation and construction project finding the construction of a new medical care facility in Hardee County would benefit the local economy and create new jobs and educational training opportunities; and,

WHEREAS, on July 16, 2015 the IDA approved an expenditure in the total amount of \$2,000,000.00 to be awarded in relation to the project with a specific allocation of \$1,300,000.00 to FHW and \$700,000.00 to COW; 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:

By separate agreement, the IDA shall provide \$1,300,000.00 to the FHW for engineering/design, relocation expenses, equipment upgrades, capital improvements and/or ancillary infrastructure not included in this agreement.

- a. The IDA shall advance to the COW \$142,000.00 in exchange for the conveyance of property to FHW for parcel ID#10-34-25-0000-00920-0000
- b. The IDA shall reimburse up to \$558,000.00 to COW through reimbursement requests that detail description of expenditures by submittal of costs from time sheets, in house material requisitions, receipts, invoices, canceled checks, or any other information deemed necessary by the IDA.

3. CITY OF WAUCHULA COMMITMENTS:

- a. COW shall convey marketable fee simple title to parcel ID#10-34-25-0000-00920-0000 agreement construct and relocate a new healthcare complex to the location on US Highway 17 provided by the City of Wauchula "COW" through separate agreement. The new healthcare complex shall be approximately 50,000 sq. ft., 25 bed, critical care access facility. FHW shall begin construction in 2016 with occupancy no later than December 31, 2017.
- b. FHW shall transfer for \$1.00 to the IDA, marketable fee simple title to parcel ID # 10-34-25-0000-00920-0000 upon occupancy of the new facility. This transfer shall be "as is" and subject only to a covenant that such property shall not be used for any activity, business or enterprise that would or could compete with FHW and or its physician practices.
- c. FHW shall at grant closeout provide an executive summary describing the allocation and use of grant funds.
- d. FHW commits to facilitate intellectual and business assistance in creating jobs related to healthcare and/or education with ensuing IDA development plans for the existing facility.

8. USE AND RETENTION OF LOCAL SUPPLIERS

"FHW" will use reasonable efforts to use qualified Hardee County, Florida-based suppliers to provide products and services under this Agreement.

10. DEFAULTS AND REMEDIES

Each of the following acts, omissions or occurrences of "FHW" shall constitute an act of default under this agreement:

a. **FAILURE TO PERFORM**

If "COW" fails to perform any of its commitments set forth in this agreement, all funds distributed pursuant to this Agreement will be subject to an immediate refund to the IDA.

12. GENERAL PROVISIONS

1. AUTHORITY

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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 acceptance of the deed conveying the existing hospital property or December 31, 2017, whichever is earlier.

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.

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.

13. PUBLICITY

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

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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. CONFIDENTIALITY

The parties hereto agree to observe confidentiality in accordance with section 288.075 Fl. Statute and any other applicable provisions of the law.

5. SURVIVAL OF PROMISES

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

6. 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.

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 City of Wauchula to:

9. 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.

10. EFFECTIVE DATE

The effective date of this agreement is the date upon which both parties have executed the same.

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

By: Vanessa Hernandez, Chairperson

City of Wauchula

By: