

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT, ("Agreement"), is made and executed this 7th day of April, 2022, by **HAMILTON COUNTY DEVELOPMENT AUTHORITY**, a public corporation and body corporate and politic, created, organized and existing under Chapter 59-1322, Laws of Florida, and amended by the provisions of Chapter 61-2217, Laws of Florida, whose address is 1153 U.S. Highway 41, NW, Suite 4, Jasper, Florida 32052, ("HCDA") and the **SCHOOL BOARD OF HAMILTON COUNTY**, a Florida public agency, whose address is 5683 US Highway 129 South, Jasper, Florida 32052 ("HCSB").

PREMISES FOR AGREEMENT

A. HCDA is prepared to and shall assist Hamilton County High School ("HCSB") to enhance the quality of life at HCSB, a public agency for the students of Hamilton County School District. The grant of Ten Thousand and 00/100 Dollars (\$10,000.00) as herein mentioned may be referred to herein as "the Project."

B. The general welfare of the citizens of the State of Florida (herein "State"), and the County, (herein the State and County being sometimes referred to collectively as the "Governments"), is inextricably related to the academic and athletic opportunities available to the students within and served by the Hamilton County School District, and it is the legitimate business and public policy of the Governments under Florida law to encourage, engender, promote, and support programs that provide enhanced opportunities for its youth by investing with other community partners in new batting cage facility for HCSB.

C. The Hamilton County Development Authority (hereinafter HCDA) is acting within the course and scope of its intended statutory purposes and its actions and all

representations herein are subject to the availability of funds provided by the annual appropriation of the Florida Legislature.

D. HCSB desires to establish a new batting cage facility at HCSB. The Parties intend to memorialize their respective obligations between them by entering into this Agreement.

E. The Parties acknowledge that the agreements and representations set forth herein comply with all statutory and regulatory proceedings of the local, state and federal governments, as required.

F. The Parties recognize that the community would greatly benefit from the establishment of a new batting cage facility at HCHS.

G. HCDA, in furtherance of its statutory duties, desires to assist HCSB so as to provide partial funding for the establishment of HCHS' batting cage facility.

NOW, THEREFORE, in consideration of the premises and the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, including the mutual covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties covenant and agree as follows:

1. **INCENTIVE.** In consideration for the promises set forth herein by HCSB and so long as HCSB is not in default under this Agreement, HCDA shall provide HCSB with the following incentive, subject to availability of funding:

a. A grant by HCDA of \$10,000.00 (TEN THOUSAND DOLLARS and 00/100) to be provided to HCSB upon the execution of this document by the parties to this Agreement

2. **HCSB' COVENANTS.** HCSB agrees with HCDA as follows:

a. HCSB represents and warrants that it has all power, authority, license, permits, corporate or otherwise to execute and deliver this Agreement and perform its obligations hereunder. HCSB' execution, delivery and performance of this Agreement have been duly authorized by or in accordance with its organizational and government instruments, and this Agreement has been duly executed and delivered by signatories so authorized.

b. HCSB acknowledges that HCDA has relied upon the representations made by HCSB regarding the Project.

c. HCSB has represented the incentive funding is absolutely necessary for the establishment of a new batting cage facility at Hamilton County High School.

d. HCSB and HCDA have not received any notice nor to the best of their knowledge is there any pending or threatened notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, permits, or orders, which would materially and adversely affect their respective ability to perform under this Agreement.

3. **ADDITIONAL DOCUMENTS.** The Parties agree to execute and deliver such additional instruments and documents, including those specifically identified herein, provide such additional financial or technical information, attend such public hearings or meetings relating to the establishment of a new batting cage facility, and take such additional actions, as may reasonably be required from time to time in order to effectuate the incentives contemplated by this Agreement.

4. **TIME.** The Parties agree to perform their respective obligations hereunder pursuant to the time frames described in this Agreement, including Exhibits, if any. This

Agreement is effective for one (1) year from the latest date of execution.

5. **DEFAULT AND REMEDIES.** In the event a Party commits a material breach of this Agreement as determined in good faith by the Party to whom the commitment was due (the Breachee), the Breachee shall notify in writing the Party committing the breach (the Breacher). The Breacher shall have 15 days from receipt of such written notice to cure such breach or provide a plan for such cure to the reasonable satisfaction of the Breachee. In the event such cure or plan for cure is not provided within the 15-day cure period, then the portions of this Agreement pertaining to the Breachee's obligations may be terminated by the Breachee. No party shall be deemed to be in default for a delay or failure in performance under this Agreement deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy or terrorism, war, accident, fires, explosions, earthquakes, floods, or catastrophic failure of transportation or strikes or any similar cause beyond the reasonable control of any Party. In the event a Party determines that it will not be able to fulfill its responsibilities in this manner described in this Agreement, the Party shall use its best efforts to give notice to the other Party. Such notice shall detail the responsibilities, which cannot be fulfilled, the reasons the responsibilities cannot be fulfilled, and the Party's proposal to cure the problem. In no event shall either Party be liable to the other for special, indirect, consequential or punitive damages, even if the Party has been advised that such damages are possible.

6. **OTHER INCENTIVES.** The specified listing of incentives herein is not intended to be and shall not be construed as a limitation upon HCSB's right to obtain any other rights, privileges, or benefits for which it might qualify under general law and, except as otherwise provided herein, all incentives and benefits, whether conveyed herein or by general law, are

intended to be cumulative.

7. **ASSIGNMENT.** The Parties agree that HCSB may not assign its interests under this Agreement.

8. **OTHER.**

a. The representations, covenants and agreements of the Parties are subject to and contingent upon the mutual performance by the Parties hereunder.

b. No delay in any exercise or any omission to exercise any remedy or right shall impair any such remedy or right or be construed to be a waiver of any such remedy or right nor shall it affect any subsequent remedy or right of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by a Party.

c. If any one or more of the covenants or agreements provided in this Agreement on the part of any Party to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

d. HCSB represents that it intends to comply with all federal, state and local laws, rules, regulations and ordinances governing the establishment of its business and job creation outlined herein.

e. The Agreement and all transactions contemplated hereby shall be governed by and construed in accordance with and enforced under the laws of the State of Florida, notwithstanding its choice of law rules to the contrary or any other state's choice of law

rules.

f. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

g. Except as otherwise provided herein, each of the Parties shall pay all fees and expenses incurred by it in connection with the transactions contemplated by this Agreement.

h. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successor and permitted assigns.

i. Any covenant or agreement contained in this Agreement between any Party may be amended only by a written instrument executed by the Parties impacted. Any condition precedent to any Party's obligations hereunder may be waived in writing by such Party.

j. This Agreement contains the entire understanding of the Parties and this Agreement supersedes all prior agreements and understandings, oral and written, with such respect to this subject matter.

9. **LIMITATIONS ON LIABILITY.** Notwithstanding any other provision of this Agreement to the contrary, HCDA and HCSB, as a political subdivisions of the State of Florida, are bound by and do not waive the provisions of Chapter 768.28, Florida Statutes, or any similar provision of state law limiting liability.

10. **ATTORNEY FEES.** Each Party shall pay its own attorney fees incurred in connection with drafting and consummating the transaction of this Agreement. Should either party after default of the other file suit to enforce any provisions of this Agreement, then the

prevailing party shall be entitled to collect from the other party its reasonable attorney's fees,
including appellate fees and court costs.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first
written above.

Signed, sealed and delivered
in the presence of:

Danny Daniels
Witness

Danny Daniels
Print or Type Name

**HAMILTON COUNTY DEVELOPMENT
AUTHORITY**

By: Nathaniel Combass
Nathaniel Combass, Chairman

M. Chadd Mathis
Witness

M. Chadd Mathis
Print or Type Name

Date: 4/07/22

Signed, sealed and delivered
in the presence of:

Emily Jenkins
Witness

Emily Jenkins
Print or Type Name

Michael D. Viner Jr.
Witness

Michael D. Viner Jr.
Print or Type Name

SCHOOL BOARD OF HAMILTON COUNTY, FL

By: John W. Bullard, Jr.
John W. Bullard, Jr., Chairman

Date: 3/22/22