

**LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN  
NORTH FLORIDA ECONOMIC DEVELOPMENT PARTNERSHIP, INC.  
and  
HAMILTON COUNTY DEVELOPMENT AUTHORITY**

This letter of agreement, entered into as of the last date signed between the NORTH FLORIDA ECONOMIC DEVELOPMENT PARTNERSHIP, INC., located at 3200 Commonwealth Blvd., Suite 7, Tallahassee, Florida 32303, hereafter referred to as "NFEDP" and Hamilton County Development Authority, located at 1153 US Highway 41 NW, Suite 4, Jasper, FL 32052, hereafter referred to as "PARTNER" defines the professional services agreement between the NFEDP and PARTNER to engage professional consulting services of Biggest Fish Consulting, LLC and specifically CEO Shellie Phelps-Whitfield, hereafter referred to as "CONSULTANT" for a regional pilot program focused on community development and revitalization. This agreement covers the period **beginning March 15, 2026, and ending March 14, 2027**, unless amended in writing by both the NFEDP and PARTNER

THIS AGREEMENT, by and between, for and in consideration of the mutual agreements herein set forth, WITNESS TO:

A. The NFEDP and PARTNER mutually agree as follows:

1. The purpose of this agreement is to officially engage PARTNER to participate as a pilot community in a community development initiative supported by and coordinated through the NFEDP. The NFEDP has committed \$20,000 toward this project and has engaged the professional services of CONSULTANT to work directly with four pilot communities. The overarching purpose of the engagement is to have CONSULTANT work directly with PARTNER to develop and pursue customized and unique strategies, build professional capacity(ies), and foster communication and collaboration across the community and community leaders to stimulate downtown revitalization, business and economic growth, increased and targeted tourism, and community development efforts based on the unique history, business environment, culture, assets, and other attributes of PARTNER.
2. The initiative is intended for PARTNER and CONSULTANT to work cooperatively together and across the community to develop customized and actionable revitalization and branding strategies, identify and pursue resources to successfully execute those strategies, and build community-wide capacity and support to sustain the achievements of the pilot project. Moreover, the project is intended to prioritize improving communication and collaboration, and developing and strengthening the skills, abilities, resources, and processes that individuals and organizations need to thrive and achieve community development success.
3. Based on the diverse and unique community assets, culture, business and economic climate, community leaders, and other important factors in the PARTNER community, the CONSULTANT and PARTNER will have **full discretion and flexibility** to work cooperatively to develop community-specific strategies, approaches, activities, and methodologies to enable progress. The

NFEDP will serve as project administrator and financial agent for the project and monitor progress in each of the four (4) pilot communities, including periodic in-person and virtual meetings with PARTNER communities, as well as with CONSULTANT during the duration of the project.

4. The term of this agreement shall be **March 15, 2026, through March 14, 2027**. The total cost to PARTNER is \$20,000, which includes all costs associated with the professional services of the CONSULTANT, engagement of a professional videographer for customized filming, and other possible value-added services. Specific services and deliverables to be provided by CONSULTANT are included in Section B, Items 1-4.
  5. This agreement may be canceled by either the NFEDP or PARTNER, with or without cause upon thirty (30) days' written notice to the other party.
- B.** The NFEDP agrees through the engagement of CONSULTANT to:
1. Provide PARTNER with community professional and technical assistance, and consultative services intended to build the local/regional capacity for community development, downtown revitalization, tourism, and business and economic growth, and/or other community transformational priorities.
  2. Develop in cooperation with PARTNER agreed upon community objectives and activities for the community program of work. These program of work can be flexible focusing on one specific project initiative in the community, or on a set of multiple objectives designed for a broader community revitalization plan. Priorities and opportunities may change over the course of the project, so the program of work and the monthly activities associated with the program of work are at the mutually agreed upon discretion of PARTNER and CONSULTANT.
  3. Lead and coordinate on-the-ground, in-the-community engagement and conversations directly with community leaders, stakeholders, and organizations. These engagements, conversations, and consultations are intended to enable a shared vision, develop and foster practical action steps and community collaboration, and produce an assertive effort to develop and attract private and public investment.
  4. Conduct in-person visits to PARTNER community 2-3 days monthly, for a period of 10 months, to work with designated community leaders and organizations on specific activities mutually agreed upon as important to achieving community objectives associated with this project. Between in-person visits, the CONSULTANT will conduct project assessments, additional research, stakeholder coordination, and strategy development and implementation activities remotely. Virtual meetings and working sessions will be held as needed to advance assigned tasks and maintain project motivation between in-person visits.
- C.** CONSULTANT, NFEDP, and PARTNER commitments:
1. All parties will meet (virtually or in-person) at least monthly to obtain general updates on progress of activities.

2. CONSULTANT will provide written updates monthly to PARTNER, describing activities undertaken, progress made on consensus objectives, milestone achievements, and barriers. CONSULTANT shall provide quarterly updates to NFEDP regarding community objectives and activities. To reiterate, the deliverables will be based on the unique activities and objectives undertaken in PARTNER community, and these objectives and activities may be revised mutually by CONSULTANT and PARTNER based on local issues/circumstances. The NFEDP reserves the right to require additional, reasonable documentation if needed.
3. The NFEDP will be responsible for paying a monthly, fixed-fee professional services fee to the CONSULTANT upon receipt of an invoice from CONSULTANT. Payment shall be sent no later than 20 days after an accurate invoice is received by the NFEDP. The professional services fee shall be inclusive of all CONSULTANT expenses including professional services, travel and lodging, meals, supplies, etc.
4. PARTNER shall pay the NFEDP a total of \$20,000 for their portion of annual engagement of CONSULTANT, which includes services of a videographer, and/or other professionals needed for the project. PARTNER shall pay at least half of the balance **no later than May 1, 2026**, and the balance of the amount **no later than September 30, 2026**. PARTNER may pay the entire amount prior to September 30, 2026.
5. This Letter of Agreement may be terminated by either the NFEDP or PARTNER with or without cause, within 30 days written notice received by either party.

#### **D. ADDITIONAL LETTER OF AGREEMENT PROVISIONS**

##### **Amendment to Letter of Agreement**

No amendment or variation of terms of this agreement shall be valid unless made in writing and signed duly authorized representatives of the NFEDP, PARTNER, and CONSULTANT.

##### **Ownership of Materials/Records**

All papers, records or products produced as a result of this Agreement shall be and remain the property of all parties including the NFEDP, PARTNER, and CONSULTANT.

##### **Termination Options**

This Agreement may be canceled by either the NFEDP, PARTNER, OR CONSULTANT with or without cause upon thirty (30) days written notice to the other party. CONSULTANT shall be paid the pro-rated amount due upon termination of agreement.

### **Governing Law and Venue**

This Agreement is governed by the laws of the State of Florida and any provisions herein, in conflict therewith, shall be void and of no effect. Venue is in Leon County, Florida.

### ***Notice Address and Primary Contact for NFEDP***

Jeff Hendry  
Executive Director  
NFEDP  
3200 Commonwealth, Suite 7  
Tallahassee, Florida 32344  
Telephone: (850) 645-6700 or (850) 443-7103-cell  
E-Mail: [jhendry@fsu.edu](mailto:jhendry@fsu.edu)

### ***Notice Address and Primary Contact for PARTNER***

Chuck Burnett, Director  
Economic Development, Hamilton County BOCC  
1153 US Highway 41 NW  
Jasper, FL 32052  
Phone: (386) 303-1145  
E-mail: [chuck@hamiltoncountyfl.com](mailto:chuck@hamiltoncountyfl.com)

### **Modification/Amendment**

No modification of any part or provision of this Agreement shall be valid or binding unless in writing and executed by both parties PARTNER AND NFEDP hereto. This Agreement may be amended upon mutual written agreement of term(s).

### **Assignability**

Neither party shall assign this Agreement, in whole or in part, without the prior written consent of the other Party.

### **Limited Representation and Disclaimer of Warranties**

Both parties represent and warrant they have the full right, power and authority to enter into this Agreement and to perform their obligations hereunder.

### **Litigation**

In the event of litigation between the parties hereto, each party agrees to be liable and responsible for its own costs, expenses and legal fees, including attorney fees and costs.

**Consents, Approvals and Requests**

Except as specifically set forth in this Agreement, all consents, requests and approvals to be given by either party under this Agreement shall be in writing and not unreasonably withheld.

BY: \_\_\_\_\_  
Megan Carter, Chair  
Hamilton County Development Authority

BY: \_\_\_\_\_  
Jennifer Daniels, Chair  
North Florida Economic  
Development Partnership

Date: \_\_\_\_\_

Date \_\_\_\_\_

**Chairman**  
Megan Carter  
**Vice- Chair**  
Lowell Klepper  
**Sec./Treasurer**  
Wanda Ashley



# Hamilton County

## DEVELOPMENT AUTHORITY

**Board Members**  
Scott Gay  
Chuck Burnett  
David Ehlert

**Economic Dev.**  
**Director**  
Chadd Mathis

**Board Attorney**  
Rhett Bullard

**HAMILTON COUNTY DEVELOPMENT AUTHORITY**  
HCDA Conference Room  
1153 US Hwy 41 NW, Suite 4, Jasper, FL 32052  
**SPECIAL MEETING**  
**THURSDAY, FEBRUARY 13, 2026 - 2:00 P.M.**

Chair Megan Carter called the meeting to order and started the meeting by asking Lowell Klepper to start with the Invocation along with the Pledge of Allegiance. The following Board Members attended: Megan Carter, Lowell Klepper, Chuck Burnett, Wanda Ashley, David Ehlert and Scott Gay. Also present: Christina McCulley - Local Realtor/Chamber Member, Mohammed and Aisha Iqbal -Mega Meats, Rhett Bullard-Board Attorney and Chadd Mathis-Economic Development Director.

Item 4. Mohammed and Aisha Iqbal – Closing to be handled by Dana Hil, Esq., as soon as February 28, 2026 as agreed upon by the Board. Title insurance will be thru Alta. Gay asked for an edit the disallows the Iqbals to mortgage the property until the Economic Agreement is satisfied. The Board and the Iqbals agreed to this edit, Wanda Ashley made the motion to approve the Contract for Sale and Purchase with discussed edits, Lowell Klepper seconded it. Motion carried. Scott Gay made the motion to approve the Economic Agreement with discussed edits. Chuck Burnett seconded. Motion carried. Rhett Bullard will deliver executed documents to Dana Hill for the closing.

Rhett Bullard discussed the aspects of 'special meetings' as opposed to the regular meetings with regards to the items on the agenda for special meetings.

RECESS to execute documents with the Iqbals.

Item 5. Conference Room Renovations – Previously the Board had approved \$10,000.00 for the renovation. The quote came in at \$15,200.00 for the lighting, ceiling replacement and painting. Gay made a motion to approve the quote of \$15,200.00. Ashley seconded. Motion passed without dissent. Discussion of carpeting after painting supplied by Vann Carpet One Floor & Home, Lake City, Florida. Once the carpeting is done, the Board will address the necessary AV/monitors, etc. Discussion of new furniture and donating old furniture to other county offices. No motions made.

Item 6. Policy & Procedures Manual – Board uncomfortable with not knowing where/when Mathis works. Wants to create and up to date Policy and Procedures Manual. Discussion of Mathis' daily objective as no job duties are listed. There is a job description for Mathis' job. Mathis mentioned acquiring a full-time assistant to maintain

administrative duties. Discussion of the decreasing funding since 2004. There are no monies for an assistant and the Director position wasn't described as having one. Mathis stated his administrative duties are full time, not including other duties. He would summarize his day for the Board. Much discussion regarding Mathis' performance. Ehlert talked of hearing only about the few buildings downtown in the last six meetings. Discussion of lack of trust of Mathis. Carter discusses looking for a growth opportunity now with all aspects of county government. Discussions of May 2025 and how Mathis didn't make changes they desired from prior confrontational meeting with the Board. Carter stated that it sounds like that we're going in a wrong direction. Burnett made a motion to dismiss Mathis and offer a severance package. Seconded by Gay. Bullard stated that as it was not part of the agenda (not noticed), it could cause problems legally. However, the Board could notice via agenda for next meeting. Board agreed and it was decided to put it on the agenda. Discussed the date and time for that meeting. Mathis was asked, based on the discussion of his dismissal, would he be interested in resigning. Mathis stated it would depend on the severance package. Mathis stated he would press his 'hostile work environment' claim and he was gathering evidence for some time against the Board Members. As Mathis seemed hostile to the Board and is their only employee with access to all Board records and funds, Board Members were concerned. Bullard warned of action based on Mathis' inference that he would sue for hostile work environment and lack of notice. Based on that statement there was discussion of placing him on administrative leave.

Emergency motion to place on the agenda the administrative paid leave to avoid damage he could cause prior to termination and Bullard's office to handle HCDA affairs for the time being by Burnett, seconded by Gay. Motion passed without dissent.

Motion to place Mathis on administrative leave and Bullard's office to handle until the next board meeting made by Ehlert and seconded by Gay. Motion passed without dissent.

Item 7 – None

Adjourned.

**Chairman**  
Megan Carter  
**Vice- Chair**  
Lowell Klepper  
**Sec./Treasurer**  
Wanda Ashley



# Hamilton County

## DEVELOPMENT AUTHORITY

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Scott Gay  
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**HAMILTON COUNTY DEVELOPMENT AUTHORITY**  
HCDA Conference Room  
1153 US Hwy 41 NW, Suite 4, Jasper, FL 32052  
**SPECIAL MEETING**  
**THURSDAY, FEBRUARY 26, 2026 - 12:00 P.M.**

Chair Megan Carter called the meeting to order and started the meeting by asking Chuck Burnett to start with the Invocation along with the Pledge of Allegiance. The following Board Members attended: Megan Carter, Chuck Burnett, Wanda Ashley, David Ehlert and Scott Gay. Also present: Chadd Mathis.

Item 4. Suwannee Hardware Agreement – Rhett Bullard discussed the ground lease was in Ann Wilson’s name; however, the insurance is in Don Wilson’s name as is the hardware store’s insurance is in his name. Therefore, the leases need to be in his name. Scott Gay made the motion to approve the change in leases. Chuck Burnett seconded it. Motion carried unanimously.

Item 5. Executive Director Position – Chair Megan Carter asked for open discussion. Chuck Burnett stated that he felt the Board needed to move in a different direction on that position. Rhett Bullard asked if the Board wanted to ask for his resignation. Agreement that it was appropriate to do so. Board agreed that severance was in order. Discussion followed as to package to offer resigning Executive Director. Board instructed Rhett Bullard to discuss expectations with the resigning Executive Director within parameters of 6 months of pay and benefits. Also, discussion of the resigning Executive Director providing all passwords and descriptions of upcoming events/trainings. The Board asked the resigning Executive Director to provide a draft of what he would like to see in his letter of recommendation for their review.

Item 6. Iqbal Closing – Rhett Bullard stated that he’s been in touch with Dana Hill’s office and as soon as she finishes the paperwork will be provided for signature.

Item 12. Financial Report – Rhett Bullard stated that the bank statement came without the cancelled checks provided. Investigation proved that First Federal bank had a ‘glitch’ where some account holders did not receive their copies of the checks that had cleared during that month. Chuck Burnett said he would contact the bank and get copies. Scott Gay made a motion to accept the financial report. It was seconded by Wanda Ashley. Motion carried.

Item 11. Minutes – After review of January 15, 2026 minutes a motion to accept was made by Chuck Burnett, seconded by David Ehlert. Motion carried.

Item 8. 4786 41 US Hwy S Jasper, (Parcel 2108-010) - Demolition – Project Front Porch – Chuck Burnett stated that the HamCo BOCC is working with a yet to be named group regarding the use of the above property. He said it was a \$25M investment that would bring 120 jobs to HamCo. Rhett Bullard said he did the paperwork to consolidate the two properties (2108-010 and 2108-005) into one and that has been done the parcel being now 2108-010. The discussion regarding transferring the property to the HamCo BOCC. Chuck Burnett stated that the commerce grant requires the property be held by the HamCo BOCC for 10 years which is your clawback. Scott Gay asked if the company was bonded so HamCo isn't stuck with an unfinished project for years. Chuck Burnett said yes and discussed the possible benefits for the citizens and tax base. The Chair asked for motions. Scott Gay made a motion to deed the above the new combined parcel 2108-010 to the HamCo BOCC. Seconded by David Ehlert. Motion Carried and Rhett Bullard was instructed to create the deed.

Item 7. Conference Room Renovation Update – Chuck Burnett discussed that the Board has obtained the funding to renovate the Old Soda Fountain (former Jackson's Drugs) on the corner of Central and Hatley from Nutrien. Because he felt that the business of the Board was often highly confidential, that they divide the building into four areas. The front would be for the Chamber of Commerce with offices for himself and Mia, create a private conference room for the HCDA away from the Courthouse Annex and another office for visiting State and Federal politicians or Rhett Bullard should he need a space to work on their business in Jasper. Also, there could be a space for Career Source to train employees. Burnett stated he discussed this with Mr. Bedenbaugh regarding the renovation of the HCDA conference room in the Courthouse Annex and the HCDA would not be on the 'hook' for the scope of work there. We already have to finish the carpeting in this room. Mr. Bedenbaugh is super flexible. Motion to table the contract with Mr. Bedenbaugh for the HCDA Conference room in the Courthouse Annex with the exception of the carpet, and transferring the funds allocated and the already purchased AV equipment for use in the Old Drug Store/new HCDA conference room made by Wanda Ashley, seconded by David Ehlert. Motion Carried.

Item 9. 102 Hatley St. W (aka Hitson Realty Building) Chuck Burnett stated that Hitson had not paid rent for at least a year and a half. However, the building needs a roof. After discussion, a motion to begin the bid process to repair this roof was made by David Ehlert and seconded by Wanda Ashley. Motion carried.

Item 10. 106 Hatley St. W – Chuck Burnett asked if we were doing roof work on 102 Hatley St. W, should it be considered to do roof work on this building as well? The roof is in a similar state of disrepair. Discussion of a reduced cost to do two at the same time as opposed to the cost of doing two roofs at separate times. Also discussion of having the building official go through the building to identify problem areas. Chuck Burnett made a motion to include 106 Hatley St. W in with 102 Hatley St. W bid process. It was seconded by David Ehlert. Motion carried. By consensus it was authorized that Chuck Burnett would work with county's building official a summary of other items of repair that needed attention.

Item 13. Interlocal Agreement between HamCo BOCC and HCDA re: properties and Interlocal Agreement between HCDA and HamCo BOCC re: utility crossing – Discussion of willingness to work collectively with the HamCo BOCC on projects. Chuck Burnett commented that the Board’s voting to transfer the parcel 2108-010 shows that HCDA is willing to work with the HamCo BOCC. The Chair stated that perhaps because we have a new Chairs for both boards, we ask Andy Decker to add an appendix or something that actually lists out all of the individual parcel numbers to avoid any confusion. Chuck Burnett offered to pull that together and email the list to Andy Decker and Rhett Bullard. Scott Gay made a motion to approve the interlocal agreement with the above changes. Seconded by Chuck Burnett. Motion carried.

Item 14. Public Comment. The Chair invited the Board to speak as well.

-Chuck Burnett stated that he welcomed the current blank canvass between the Board and the HamCo BOCC now. There is harmonious cooperation now that will facilitate growth for the county. Perhaps there could even be a quarterly social gathering of the HCDA and the HamCo BOCC.

-Rhett Bullard stated that the Town of Jennings Extension was put out to bid. Their grant for the completion of the work was extended through July 15, 2026. Bids will be opened on April 3<sup>rd</sup> after the 72-hour window, the choice could be made at a special meeting on April 6<sup>th</sup> and the one chosen could start work on April 9, 2026. After discussion this was approved as Bullard was acting currently in the executive Director’s role.

-Scott Gay asked that they allow the White Springs’ attorney’s clerk present a presentation regarding her assessment of the need of a feasibility study for the municipality. The Board agreed she would be on the next agenda.

-Megan Carter brought up that Mary Lou Bullard had passed that morning and she felt that the Board should do something to recognized her years of service. After discussion, Scott Gay made a motion to provide the Stephen Foster Citizen Support Organization, Inc. a donation of \$1,000 in the name of Mary Lou Bullard. Seconded by Chuck Burnett. Motion carried.

-Chuck Burnett brought up a retail strategies grant with Shellie Phelps (Help Spend an Hour and Hometown Takeover, Wetumpka, Alabama edition). We're doing a retail strategies grant with Shelly at Hamilton and Suwannee. Jeff Hendry 's doing it right now and we're doing some case studies on town but he wants to go one step further. He wants to bring her here to our region full-time for a year where she works in like four or five counties and he's asked each county if they could contribute \$15,000 towards this and you get her like so many days a month. She'll come to your city, your county, she gives you She does her, uses her expertise in this world. Something to chew on for next meeting.

-Scott Gay asked where is the county on the code enforcement issue. Discussion of interlocal agreements with county to provide code enforcement. Discussion of Jasper’s stepping up their code enforcement and eyesores elsewhere hindering development and getting the municipalities and county on board by possibly making it a requirement for future projects. Help those who help themselves. Hold for future discussion.

Adjourned.