

AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between ENTERPRISE FLORIDA, INC., a Florida not-for-profit corporation (hereinafter referred to as "EFI") for the FLORIDA DEFENSE SUPPORT TASK FORCE, an entity defined in Florida Statutes sec. 288.987 (hereinafter referred to as "FDSTF") and SOUTH FLORIDA PROGRESS FOUNDATION (hereinafter referred to as "Grantee").

WHEREAS, EFI, the economic development organization for the State of Florida uses public and private expertise to increase private investment in Florida; advance international and domestic trade opportunities; market the state for new investment, revitalize Florida's space and aerospace industries, and promote emerging complementary industries; promote opportunities of minority-owned businesses; assist and market professional and amateur sport teams and sporting events in Florida; and, enhance economic opportunities in this state's rural and urban communities, and

WHEREAS, the State of Florida recognizes the value of federal military bases and the military community in Florida and wishes to maintain their presence in Florida, and

WHEREAS, the Department of Economic Opportunity, through its Executive Director, who, as directed by F.S. 288.987, has delegated the ex officio, non-voting executive director responsibility to EFI; and the Division of Strategic Business Development has assigned the funds and responsibility of managing the FDSTF to EFI in conjunction with its other Military and Defense programs, and

WHEREAS, The State of Florida has determined its best interest is to support retention of Department of Defense investments through unique Defense related initiatives by community and business organizations, and

WHEREAS, the FDSTF has reviewed the application and selected the Grantee for this initiative as shown in the Award Announcement (Exhibit E), and

WHEREAS, the Grantee acknowledges that this is a performance based contract and represents that it possesses the requisite skills, knowledge, qualifications and other specific skills that will meet the purposes of this program, and

WHEREAS, the Grantee acknowledges this Agreement will be executed, if possible, within sixty (60) days of receiving the contract for review and execution.

WHEREAS, the parties desire to enter into a Grantee Agreement setting forth the terms and conditions in which the services are to be provided.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PARTIES

The parties and their respective addresses for purposes of this Agreement are as follows:

EFI for FDSTF:	Marcy Muldrow Sanders Grants Manager, Florida Defense Support Task Force Enterprise Florida, Inc. 101 North Monroe Street Suite 1000 Tallahassee, Florida 32301 Phone: (850) 878-4566 Fax: (850) 298-6659 Email: <a href="mailto:msanders@enterpriseflorida.com">msanders@enterpriseflorida.com</a>
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Grantee: Felipe Basulto, Chairman  
South Florida Progress Foundation  
1601 Biscayne Blvd., Ballroom Level  
Miami, Florida 33132  
Phone: (305) 350-7700 Fax: (305) 374-6902  
Email: bjohnson@miamichamber.com

2. AGREEMENT MANAGERS

The parties each hereby appoint an Agreement Manager to facilitate the terms of this Agreement. All written approvals referenced in this Agreement must be obtained from the Parties' Agreement Managers or their designees. The EFI Agreement Manager is: Marcy Muldrow Sanders, Grants Manager, who may be reached at (850) 878-4566. The Grantee Agreement Manager is: Barry Johnson, President, who may be reached at (305) 350-7700. Each Party may change their designated Agreement Manager at any time by written notice to the other party.

3. TERM

The term of this Agreement shall commence on \_\_\_\_\_, 2017 and shall remain in effect for \_\_\_\_\_ months until \_\_\_\_\_, 2018 or unless earlier terminated as provided herein. Any extensions shall be at the sole discretion of FDSTF. Any extension shall be in writing and authorized by amendment to this Agreement.

4. GRANT FUNDS

EFI shall pay to the Grantee from an amount equal to One-Hundred Fifteen Thousand dollars (**\$115,000**) or the amount actually expended by the Grantee on the Project, whichever amount is less (the "Funds"). In consideration of such grant, Grantee agrees as follows:

- a. The Funds shall be expended solely for the purpose of the Project and the accomplishment of the Activities, as provided by Paragraph 5, or for the reimbursement of the Grantee's own funds theretofore expended for the same purpose. Unless specifically authorized in Exhibit C, the Grantee shall not use the Funds for any of the following expenses:
  - (1) Salaries of Grantee's employees or staff
  - (2) Alcohol
  - (3) Travel or incidental costs
  - (4) Lobbying the Legislature, the Courts, or any state agency of the State of Florida
  - (5) Administration of the Project in excess of 10% of the grant award
  - (6) Any activity inconsistent with Section 216 Florida Statutes, relating to fixed capital outlay
  - (7) Contract audit costs
  - (8) Project operating **costs incurred before both Parties have executed this Agreement.**
- b. Any Funds not expended on the Project will be forfeited and returned to the State of Florida.
- c. Any expenditure in connection with the Project that exceeds the total amount of the Funds shall be the sole responsibility of the Grantee. Unless EFI otherwise agrees in its discretion, Grantee shall be required to complete the Project even if it must expend its own funds to do so.

5. SCOPE OF WORK

The purpose of this grant is: The establishment of the South Florida Defense Alliance (SFDA). The Scope of Work is defined by Exhibit B, Budget and Financial Report and Exhibit C, Plan of Action, and is hereby

incorporated into this agreement. The term 'Activities,' as used herein, shall mean those Planned Activities described in Exhibit C herein.

**6. AMENDMENT AND MODIFICATION**

This Agreement may not be altered, modified, amended, or changed in any manner, except by written agreement signed by both Parties. Any such change shall be effective on the date of delivery or such later date as the Parties may agree therein.

Modification of this Agreement or any notices permitted or required under this Agreement may be made by facsimile or electronic transmission. Receipt of the facsimile transmission may for the purposes of this Agreement be deemed to be an original, including signatures.

**7. REPORTS.**

Reports must be reviewed and approved by the EFI Contract Manager before payments are made. Until completion of the Scope of Work,

- a. Grantee will report at least quarterly on the progress and budget expenditures. If no progress was made within the quarter, the quarterly report will state that.
- b. Reports may be made more frequently than once a quarter upon completion of milestones or other contracted deliverables.
- c. A report on the use of Minority and Service-Disabled Veteran Business Enterprises as described in paragraph 15 shall be included in each report.
- d. Reports can be submitted electronically in accordance with the schedule in the table below.

Quarter	For Activity in Months of:	Qtrly Status Report due by:
Q 1	July, Aug, Sept.	October 10
Q 2	Oct, Nov, Dec	January 10
Q 3	Jan, Feb, March	April 10
Q 4	April, May, June	July 10

**8. FINAL PROJECT REPORT**

The Grantee shall submit a Final Project Report as part of their last quarterly report. **Final disbursement shall be made only after EFI has approved the Final Project Report** (See Paragraph 10) which shall include the following information:

- (a) Certification that the Project, including all of the Activities, has been completed in compliance with the terms and conditions of this Agreement;
- (b) Certification that the Project meets state and local construction standards, as applicable;
- (c) The total amount of Funds received from EFI pursuant to this Agreement;
- (d) The total amount of funding received from other sources in relation to this Project;
- (e) The total amount of Project expenditures;
- (f) Explanation of any material changes in circumstances that may affect the outcome potential of the Project; and,
- (g) The date of audit report per Exhibit D.

9. PAYMENTS

EFI may pay a Grantee an initial disbursement of up to 25% of the grant amount within the first 90 days of signing the agreement upon request and provision of the initial deliverables consisting of the Scope of Work (Exhibit B and C).

Thereafter, payments will be made to Grantee upon receipt and approval by EFI of: (1) an original invoice; (2) an updated budget of expenditures with receipts, as described in Exhibit B; (3) a report on the scope of work as described in Exhibit C; (4) any additional documents required by this Agreement, or reasonably required by EFI's Agreement Manager.

10. FINAL PAYMENT

Notwithstanding anything herein to the contrary, EFI shall hold for release a final payment of Five Thousand dollars (\$5,000) or Ten percent (10%), whichever is less, upon EFI's receipt and acceptance of the Final Project Report required by paragraph 8. **The acceptance of final payment, under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute full and complete release of FDSTF and EFI by the Grantee from any and all claims, demands, and courses of action whatsoever.**

11. AVAILABILITY OF FUNDS.

EFI's obligations under this Agreement are contingent upon the continued availability to FDSTF of legislatively appropriated funds in the amount known to FDSTF at the time this Agreement is executed, which amount shall be used in support of this Agreement. The determination whether funds are available for the purposes of this Paragraph shall be made by FDSTF in its absolute discretion. EFI will provide written notice to Grantee within 30 days of its awareness of a funding shortfall.

12. FINAL AUDIT REPORT

**Grantee shall inform the Agreement Manager within 45 days of project completion of the type of audit that will be delivered at the end of the agreement. Either:** (1) Within forty-five (45) days following the completion of all of the Activities or termination of the grant agreement, the Grantee shall cause there to be prepared at the Grantee's expense and delivered to EFI a final audit report of an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, stating the professional opinion that the Grantee has complied with this Agreement (the "Final Audit Report"); or (2) If the Grantee has an annual audit by an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, or if the Grantee has a state single audit or state project-specific audit pursuant to Section 215.97, Florida Statutes (the "Single Audit Act"), prepared for the fiscal year in which this Agreement concludes, the Grantee may provide to EFI at the time when such audit is completed (in any event, within 120 days following the end of such fiscal year of the Grantee) a report stating the professional opinion that the Grantee has complied with this Agreement

**Failure to timely satisfy the Final Audit Report requirement may result in Grantee being deemed ineligible for future grant consideration.**

13. FLORIDA SINGLE AUDIT ACT.

The Grantee acknowledges that, by entering this Agreement, it is a "sub-recipient" within the meaning of the Florida Single Audit Act, and it is subject to the provisions thereof, as well as the rules of the State of Florida, the Comptroller of the State of Florida, the Office of the Chief Inspector General, and the Auditor General of the State of Florida related thereto. For that reason:

- a) the Grantee shall allow EFI, the DEO, the Comptroller, the Offices of the Chief Inspector General, and the Auditor General access to the Grantee's records and the Grantee's

- independent auditor's working papers as necessary to comply with the requirements of the Florida Single Audit Act;
- b) the Grantee shall notify EFI if it becomes subject to a state single audit or project-specific audit pursuant to the Florida Single Audit Act; and
  - c) the Grantee shall comply with the other requirements of the Florida Single Audit Act including providing to EFI a copy of every fiscal year audit conducted during the term of this Agreement.
  - d) Grantee is subject to the requirements under Catalog of State Financial Assistance (CFSA) number 40.014 Military Base Protection CSFA number. For information regarding the Florida Single Audit Act, including the CSFA, Grantee should access <https://apps.fldfs.com/fsaa> .

#### 14. STRICT COMPLIANCE.

The Grantee agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable local, state, and federal laws and regulations.

#### 15. MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES

- a. Grantee is encouraged to use Florida's minority and service-disabled veteran businesses as subcontractors or sub-vendors under this Agreement. The directory of Certified Vendor Directory can be accessed from the website of the Department of Management Services, Office of Supplier Diversity located at:

[http://www.dms.myflorida.com/other\\_programs/office\\_of\\_supplier\\_diversity\\_osd](http://www.dms.myflorida.com/other_programs/office_of_supplier_diversity_osd).

- b. Grantee shall report on a quarterly basis its expenditures with minority and service-disabled veteran businesses. The report shall contain the names and addresses of the minority and service-disabled veteran businesses; the aggregate dollar figure disbursed that quarter for each business; the time period; type of goods or services; and the applicable code. **If no expenditures were made to minority and service-disabled veteran businesses, Grantee shall submit a statement to this effect.**

#### 16. INDEPENDENT CONTRACTOR

- a. The Grantee is acting as an independent contractor and not as EFI's or FDSTF's employee in the performance of this Agreement. The Grantee acknowledges that neither EFI nor FDSTF is responsible for withholding and filing national or state taxes or other payroll withholdings on behalf of the Grantee. The Grantee further acknowledges that neither the Grantee nor the employees of the Grantee will participate in or receive any employee benefits, including health insurance, retirement benefits, 401(k) plan, or worker's compensation benefits provided through EFI.
- b. The Grantee has no authority to, and shall not, pledge the credit of EFI, FDSTF, the DEO, or the State of Florida, or purport to make EFI, FDSTF, the DEO, or the State of Florida a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness.

#### 17. SUBCONTRACTORS

Any and all contracts that Grantee executes with a person or organization under which such person or organization agrees to perform business assistance services on behalf of Grantee, shall include provisions requiring that such person or organization report on performance, account for proper use of funds provided

under the contract (including the provision of audit rights pursuant to paragraph 12 and Exhibit D when applicable), report on the use of minority and service disabled-veteran businesses, as described in paragraph 15.

Any and all contracts that Grantee executes with a person or organization shall include provisions whereby Grantee and the sub-contractors agree to abide by all local, state and federal laws.

Grantee shall responsibly and prudently manage all funds received and ensure that the use of such funds is in accordance with all applicable laws, bylaws or contractual requirements.

18. LIABILITY

EFI and the FDSTF shall not assume any liability for the acts, omissions to act, or negligence of Grantee, its agents, servants or employees. In all instances, Grantee shall be responsible for any injury or property damage resulting from any activities conducted by Grantee.

19. INDEMNIFICATION.

The Grantee shall indemnify, defend, and hold harmless EFI, FDSTF, the DEO, and the State of Florida from and against suits, actions, damages and costs of every name and description, including attorney fee's arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, their agents, employees, partners or sub-contractors within the context of this Agreement, provided, however, that Grantee shall not indemnify for that portion of any loss of damages proximately caused by the negligent act or omission of Grantor.

20. COORDINATION.

When reasonable, the Grantee shall coordinate with other components of the state and local development systems of the State of Florida and avoid duplication of existing state and local services and activities provided in Florida.

21. SECURITY INTERESTS

To the extent required by Section 287.05805, Florida Statutes, if any part of the Funds shall be used for the purchase or improvement of real property, the Grantee shall grant to the State of Florida a security interest in the property at least equal to the amount of the Funds, such security interest to continue at least five (5) years from the date of purchase or completion of the improvement. No separate instrument shall be required in order for the Grantee to grant such security interest to the State of Florida.

22. PROMOTIONAL MATERIALS.

Advertisements, signs, and other promotional materials funded by this Agreement shall include reference and credit to FDSTF and EFI after review and approval by EFI.

23. FAILURE OF SATISFACTORY PERFORMANCE.

EFI's obligation to pay the Funds to Grantee hereunder is contingent upon FDSTF's receipt when due and approval of all Reports, Invoices, and other reports required under this Agreement, the Grantee's satisfactory completion of the Activities, and the satisfactory performance of the Grantee's obligations under this Agreement, as determined by FDSTF in its reasonable discretion. EFI may terminate this Agreement, or reduce the amount of the Funds, at any time for the Grantee's breach of any term herein or failure to provide satisfactory performance hereunder, as determined by FDSTF, without warning or notice.

24. TERMINATION.

This Agreement may be terminated without cause by Grantee with 30 days' notice in writing to the Chairman of the FDSTF. This Agreement may be terminated by FDSTF/EFI at any time, with or without cause, in a written notice provided by EFI to Grantee. In the event this Agreement is terminated prior to the expiration of the term, EFI shall pay the Grantee for work completed and any obligations and expenses incurred by the Grantee that could not reasonably be canceled.

25. WAIVER.

No failure or delay on the part of FDSTF in exercising any power or right under this Agreement and no course of dealing or course of performance between FDSTF and the Grantee shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right. No notice to or demand on the Grantee in any case shall entitle it to any notice or demand in similar or other circumstances.

26. COMPLETE AGREEMENT.

This Agreement, with all exhibits hereto, **including the attached "Enterprise Florida Contract Terms and Agreements"**, constitutes the entire agreement between the parties and supersedes all agreements representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter, and neither party shall be bound by any oral or written agreements, representations, warranties, statements, promises, or understandings not specifically set forth in this Agreement.

27. COUNTERPARTS

This Agreement may be executed in counterparts and shall be of the same force and effect as if all parties had executed one copy of the Agreement. In addition, to facilitate completion and execution of the Agreement, facsimile signatures may be of the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written.

CLAY COUNTY DEVELOPMENT AUTHORITY  
("GRANTEE")

ENTERPRISE FLORIDA, INC.  
("EFI")

DocuSigned by:

*Liane Ventura*

08BAED32027D42A...

Liane Ventura  
Executive Director, South Florida  
Progress Foundation

DocuSigned by:

*Scott Fennell*

1C1CF68454BB44D...

Mike Grissom  
Interim President and CEO

-Or Designee-

4/17/2017

Date

4/17/2017

Date



**Enterprise Florida Contract Terms & Agreements 2016-17**

1. This Agreement may not be assigned. This Agreement shall bind the heirs, successors, and permitted assigns of the parties.
2. A termination for cause may occur due to (i) Grantee's willful misconduct or gross negligence; or (ii) Grantee's conscious disregard of its obligations hereunder or of any other duties mutually agreed upon; or (iii) intentional failure to timely produce required deliverables.
3. In the event of termination for cause, EFI's sole obligation and liability to Grantee, if any, shall be to pay Grantee that portion of the expenses incurred prior to the effective date of termination.
4. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute full and complete release of EFI by Grantee from any and all claims, demands, and courses of action whatsoever which Grantee may have against EFI.
5. Grantee shall (i) comply with all relevant federal, state and local laws designed to prevent discrimination so that Grantee does not discriminate against any person who performs work hereunder because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin or ancestry, or age; (ii) include in all solicitations or advertisements for employees the phrase "Equal Opportunity Employer"; (iii) if applicable, comply with any and all federal, state or local reporting requirements; and (iv) be declared in default of this Agreement if it fails to comply with any such reporting requirements of (iii) above or if Contractor is found guilty of any violation of any of the foregoing laws.
6. To the extent required by Florida Statutes §287.134(3)(a) and EFI's contract with the Governor's Department of Economic Opportunity (DEO) Contractor acknowledges notice of the requirements of Florida Statutes §287.134(2)(b). To Grantee's knowledge, it has not been placed on the discriminatory vendor list described by Florida Statutes §287.134.
7. To the extent required by the Florida Statutes 287.134(3)(a), the Grantee acknowledges notice of the requirements of Sections 287.134(2)(b), Florida Statutes. To its knowledge, the Grantee has not been placed on the discriminatory vendor list described by Section 287.134, Florida Statutes. To the extent required by Florida Statutes 287.133(2)(a), the Grantee affirms that it is aware of the provisions of Florida Statutes 287.133(2)(b). Grantee affirms that at no time has it been convicted of a Public Entity Crime and agrees that any such conviction during the term of this Agreement may result in termination of this Agreement.
8. Grantee shall retain and maintain all records and make such records available for an audit as may be requested. Such records shall be retained by Grantee for a minimum period of seven (7) years after termination of this Contract. The records shall be subject at all times to inspection, review, or audit by state personnel of the Office of the Auditor General, Department of Financial Services, Office of the Chief Inspector General, or other personnel authorized by DEO and copies of the records shall be delivered to DEO upon request.
9. Pursuant to its contract with DEO, EFI's obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature of the State of Florida and DEO's funding obligations to EFI. Within 30 days of its awareness of such, EFI will notify Contractor if there will be a shortfall in funding which will impact payment of this contract.
10. The terms and provisions of this Agreement constitute the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties relating to such subject matter. No change or modification of this Agreement shall be effective unless made in writing and signed by both parties hereto.
11. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Any litigation arising under this Agreement shall be brought in the appropriate court in Orange County, Florida, applying Florida Law.
12. If any provision of this Agreement is deemed to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions. All questions with respect to this Agreement and the rights and liabilities of the parties, are governed by the laws of the State of Florida.
13. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs as deemed just and proper.
14. Grantee shall not use any funds paid pursuant to this Agreement for lobbying the Florida Legislature, the Florida judicial branch, or any State agency
15. Pursuant to its contract with the Governor's Department of Economic Opportunity (DEO); and Section 287.058(1)(c), F.S and subject to the provisions of Chapter 119 (F.S.) the Grantee shall allow public access to all documents, papers, letters or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article 1 of the State Constitution and subsection 119.07(1), F.S. It is expressly understood that EFI for the FDSTF may unilaterally cancel this Agreement for the Grantees refusal to comply with this provision.
16. Pursuant to its contract with DEO, EFI requires Grantee to report on the use of minority and service-disabled veteran business enterprises. This report will be in a form provided by EFI and must be submitted with the final payment request.
17. EFI shall consider the knowing employment of unauthorized aliens, as described in Section 274A(e) of the Immigration and Nationality Act (codified at 8 U.S.C. §1324a), by Grantee or any contractor or subcontractor cause for termination of this Agreement.

- a. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires the DEPARTMENT contracts in excess of nominal value to expressly require Grantees to:
  - 1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Grantee during the Agreement term; and,
  - 2. Include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
- b. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:  
  
[http://www.dhs.gov/files/programs/qc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/qc_1185221678150.shtm)
- c. If Grantee does not have an E-Verify MOU in effect, Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement

18. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this Agreement, or in any way connected with this Agreement, the Grantee shall refer the discovery or invention to EFI to determine whether patent protection will be sought in the name of the State of Florida. Additionally, in the event that any books, manuals, films, or other copyrightable materials are produced, the Grantee shall notify EFI.

EXHIBITS

Attached to and made part of this Agreement are the following Exhibits; each of which is incorporated into and is an integral part of this Agreement.

- A. Exhibit A – Application
- B. Exhibit B – Budget and Financial Report
- C. Exhibit C – Plan of Action
- D. Exhibit D – Audit Requirements
- E. Exhibit E – Award Announcement
- F. Exhibit F – Compliance Certification Form

## **EXHIBIT D – Audit Requirements**

### **SPECIAL AUDIT REQUIREMENTS**

The administration of funds awarded by the FDSTF to Grantee may be subject to audits and/or monitoring by EFI, as described in this section.

#### MONITORING

By entering into this agreement, GRANTEE agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by EFI. In the event EFI determines that a limited scope audit of the recipient is appropriate, GRANTEE agrees to comply with any additional instructions provided by EFI to GRANTEE regarding such audit. GRANTEE further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer, Auditor General, or Chief Inspector General. GRANTEE shall permit access to the GRANTEE's records and independent auditor's working papers as necessary to comply with the requirements of this Agreement.

#### AUDITS

1. In the event that GRANTEE expends a total amount of State awards (i.e., State financial assistance provided to the recipient to carry out a State project) equal to or in excess of \$500,000 in any fiscal year of GRANTEE, GRANTEE must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes (the Single Audit Act); applicable rules of the Executive Office of the Governor and the Chief Financial Officer, and Chapter 10.650, Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, GRANTEE shall consider all sources of State awards, including State funds received from EFI, except that State financial assistance received by a non-state entity for Federal program matching requirements shall be excluded from consideration. The CSFA number for Defense Infrastructure grants is 40.003, Local Economic Development Initiatives is 40.012, Military Base Protection, Defense Reinvestment and **Defense Support Task Force grants is 40.014.**
2. In connection with the audit requirements, GRANTEE shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.650, Rules of the Auditor General.
3. If GRANTEE expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of the Single Audit Act is not required. In the event that GRANTEE expends less than \$500,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of the Single Audit Act, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from GRANTEE funds obtained from other than State entities).
4. GRANTEE must include the record keeping requirements found herein in sub-recipient contracts and subcontracts entered into by GRANTEE for work required under terms of this Agreement. In the executed subcontract, GRANTEE shall provide each sub-recipient of state financial assistance the information needed by the sub-recipient to comply with the requirements of the Single Audit Act. Pursuant to Section 215.97(7), Florida Statutes, GRANTEE shall review and monitor sub-recipient audit reports and perform other procedures as specified in the agreement with the sub-recipient, which may include onsite visits. GRANTEE shall require sub-recipients, as a condition of receiving state financial assistance, to permit the independent auditor of the recipient, the state awarding agency, the Chief Financial Officer, the Chief Inspector General, and the Auditor General access to the sub-recipient's records and independent auditor's working papers as necessary to comply with the requirements of the Single Audit Act.
5. For information regarding the Florida Single Audit Act, including the Florida Catalog of State Financial Assistance (CFSA), the recipient should access the website for the Governor's Office located at <https://apps.fldfs.com/fsaa/catalog.aspx> for assistance.

#### REPORT SUBMISSION

Copies of audit reports conducted in accordance with the audit requirements contained herein shall be submitted to the parties set out below. The annual financial audit report shall include all management letters

and GRANTEE's response to all findings, including corrective actions to be taken. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

The complete financial audit report, including all items specified above, shall be sent directly to:

Marcy Muldrow Sanders  
Enterprise Florida, Inc.  
101 North Monroe Street., Suite 1000  
Tallahassee, Florida 32301

and

Rodney Ownby  
Enterprise Florida, Inc.  
800 N. Magnolia Ave., Suite 1100  
Orlando, Florida 32803

and

Elizabeth Walker  
Department of Economic Opportunity  
Division of Strategic Business Development  
107 East Madison Street, MSC-80  
Tallahassee, Florida 32399 -0001

RECORD RETENTION

GRANTEE shall retain all grant records and shall ensure the retention of its independent auditor's working papers for a period of seven (7) years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven (7) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years period, whichever is later.

**Attachment B: Budget and Financial Report Form (Amendment 1 [Modification]) – *Uniting South Florida... First Things First***

FY 2016 – 2017 Florida Defense Support Task Force Grant Funding

Date: October 27, 2016 (Amended on December 15, 2016)

[Modified January 30, 2017]

Budget Category	Match Program Expenditures			FDSTF Program Expenditures			Total Program Expenditures		
	Application Budget	Actual		Application Budget	Actual		Application Budget	Actual	
		Current Quarter	Program to Date		Current Quarter	Program to Date		Current Quarter	Program to Date
<b>Task 1: Establish South Florida Defense Alliance</b>				\$115,000			\$115,000		
Activity 1.1: Create Charter and Bylaws				\$12,000					
Activity 1.2: Form Board of Directors and Advisory Board				\$24,000					
Activity 1.3: Develop Communications Action Plan & Brand				\$18,000					
Activity 1.4: Create Community Awareness				\$9,600					
Activity 1.5: Create a Budget and Sustaining Funding Base				\$15,000					
Activity 1.6: Coordinate the SFDA				\$15,000					

Strategic Summit									
Activity 1.7: Publish SFDA Strategic Plan				\$14,400					
Activity 1.8: Travel to Support Establishment of SFDA				\$7,000					
<b>TOTAL ALL CATEGORIES</b>	+\$11,500 (in-kind**)			\$115,000			\$115,000		

*\*\* The South Florida Progress Foundation in conjunction with the Greater Miami Chamber of Commerce will provide \$11,500 in-kind support to the establishment and initial operations of the South Florida Defense Alliance.*

**Attachment C: Plan of Action Form (Amendment 1 [Modified]) – Uniting South Florida... First Things First**  
 FY2016 – 2017 Florida Defense Support Task Force Grant Funding

Planned Activity	Budget Cost	Objective	Outcomes	Performance Measure
<b>Task 1: Establish South Florida Defense Alliance</b>	<b>\$115,000</b>			
Activity 1.1: Create Charter and Bylaws	\$12,000	<ul style="list-style-type: none"> <li>• Unite and champion the South Florida (SF) defense community</li> <li>• Create a single organization, recognized as the coordinator and voice of SF defense affairs</li> <li>• Plan in place to coalesce community support; champion our military missions and installations; expand defense industries; enhance service-members quality of life; and promote compatible development</li> </ul>	<ul style="list-style-type: none"> <li>• An established SFDA in place working with key local leaders, state stakeholders and federal representatives</li> <li>• SFDA charter and bylaws</li> <li>• Formed and functioning SFDA Board of Directors and Advisory Board</li> <li>• Powerful and recognized brand</li> <li>• Effective communications plan</li> <li>• Effective community outreach program</li> <li>• Inspiring and guiding organizational strategic plan</li> <li>• Conditions set to create a sustaining funding base</li> </ul>	<ul style="list-style-type: none"> <li>• An SFDA Charter and Bylaws by Month 4</li> <li>• An SFDA Board of Directors and Advisory Board by Month 8</li> <li>• An SFDA Strategic Plan, Communications Plan &amp; Brand by Month 10</li> <li>• A fully functioning SFDA in place by Apr 2018</li> <li>• An SFDA sustained by ~30% local funding and ~70% state funding for FY 18/19</li> <li>• Increased collaboration among SF defense related entities</li> <li>• A consistent single message versus current fragmented approach</li> <li>• Increased South Florida representation at the state and federal level</li> </ul>
Activity 1.2: Form Board of Directors and Advisory Board	\$24,000			
Activity 1.3: Develop Communications Action Plan & Brand	\$18,000			
Activity 1.4: Create Community Awareness	\$9,600			
Activity 1.5: Create a Budget and Sustaining Funding Base	\$15,000			



Activity 1.6: Coordinate the SFDA Strategic Summit	\$15,000			<ul style="list-style-type: none"> <li>• More informed SF local, state and federal delegations on defense affairs</li> </ul>
Activity 1.7: Publish SFDA Strategic Plan	\$14,400			
Activity 1.8: Travel to Support Establishment of SFDA	\$7,000	<ul style="list-style-type: none"> <li>• Travel and coordinate to learn from other successful state local defense alliances</li> <li>• Travel to attend FDSTF/FDA Meetings</li> <li>• Travel to attend ADC Defense Events</li> </ul>	<ul style="list-style-type: none"> <li>• Benefit from others' recent establishment and operational experience</li> <li>• Represent South Florida at FDSTF/FDA events. Connect with key state leaders and stakeholders</li> <li>• Better understand laws, regulations &amp; processes; learn of key issues, and connect with national level stakeholders</li> </ul>	
<b>Total Budget:</b>	<b>\$115,000</b>			