

**AGREEMENT FOR CONTRACTOR SERVICES  
BETWEEN  
ENTERPRISE FLORIDA, INC.  
AND  
THRIVE GLOBAL ADVISORY**

THIS AGREEMENT (“Agreement”) is entered into this 12<sup>th</sup> day of February, 2019, by and between ENTERPRISE FLORIDA, INC., a Florida not-for-profit corporation (“EFI”) and THRIVE GLOBAL ADVISORY (“Contractor”) (also herein as “Party” and Parties”).

**RECITALS**

WHEREAS, EFI is the principal economic development organization for the State of Florida, uses public and private expertise to increase private investment in Florida and advance international trade opportunities as one of its core responsibilities in growing and diversifying the state’s economy; and

WHEREAS, Contractor acknowledges that this is a performance-based contract and represents that he possesses the requisite skills, knowledge, and qualifications necessary for this assignment; and

WHEREAS, the Parties desire to enter into this Agreement setting forth the terms and conditions under which the services will be provided,

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

1. PARTIES:

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

EFI: Z. Joe Kulenovic, V.P. International Operations  
Enterprise Florida, Inc.  
201 Alhambra Circle, Suite 610  
Coral Gables, Florida 33134  
Tel: +1-305-808-3588  
Fax: +1-305-808-3586  
Email: [zjkulenovic@enterpriseflorida.com](mailto:zjkulenovic@enterpriseflorida.com)

Contractor: Fred Glickman  
Thrive Global Advisory  
313 Salinas Drive  
Palm Beach Gardens, Florida 33410  
Tel: 1-786-342-9028  
Email: [fmg1156@gmail.com](mailto:fmg1156@gmail.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 Z. Joe Kulenovic, V.P. International Operations, who can be reached at +1305-808-3588. The Thrive Global Advisory Agreement Manager is Fred Glickman, and can be reached at 1-786-342-9028.

3. TERM

The term of this Agreement shall commence February 18, 2019 and shall remain in effect until May 31, 2019. Any extensions shall be at the sole discretion of EFI. Any extension shall be in writing and authorized by amendment to this Agreement.

4. CONSIDERATION

In consideration for the performance by the Contractor of the Services, subject to the conditions of this Agreement, EFI shall pay Contractor a fixed amount of Eighteen Thousand Dollars (US \$18,000), (the "Consideration") according to the following terms:

By the 30th day of each month unless otherwise specified by EFI, or another date that is acceptable to EFI, Contractor shall provide an invoice to the Agreement Manager stating the equal installment of the Consideration payable with respect to such month. The invoice shall be sent together with a monthly progress report for the same month. EFI reserves the right to withhold or delay payment of the Consideration if Contractor fails to submit the required invoices and monthly progress report as they become due and EFI receives and approves the same.

5. TRAVEL EXPENSES AND OTHER EXPENSES

Contractor will be reimbursed up to Ten Thousand Dollars (\$10,000) for pre-approved travel and other expenses consistent with EFI travel policies and spending guidelines. Expenses beyond the approved guidelines may not be reimbursed.

6. SCOPE OF SERVICES

Contractor will provide consulting services for the Florida Mission to Israel as outlined in Attachment A. Scope of Work.

Contractor will provide up to fifty (50) hours of additional support and consulting services related to other aspects of the Florida Mission to Israel.

7. AVAILABILITY OF FUNDS

EFI's obligations under this Agreement are contingent upon the availability to EFI of legislatively appropriated funds. In the event that this funding is made unavailable to EFI for any reason, this contract may terminate, with no monies owed for the remainder of the contract term.

8. CONFIDENTIALITY

Contractor acknowledges and agrees that all information (including analyses, strategies, compilations or other documentation) received or prepared in the engagement of activities under this Agreement shall be considered restricted, including information prepared by Contractor that reflects, in whole or in part, information described in Paragraph 6 above. Contractor shall not disclose, provide access to, release or disseminate any of the information outlined above to any person who is not an employee or agent of EFI, unless prior to disclosure, written authorization is granted by EFI. This clause shall be inoperative as to such portions of information which (i) are or become generally available to the public other than as a result of a disclosure by Contractor, (ii) Contractor is legally required to disclose; or (iii) were known to Contractor on a non-confidential basis prior to the commencement date of this Agreement.

EFI and the State of Florida retain exclusive ownership rights to all information generated from this contract, including information prepared by Contractor that reflects, in whole or in part, information described above.

9. TERMINATION

This Agreement may be terminated without cause by Contractor with 30 days' notice in writing to BOTH the Agreement Manager identified in Paragraph 2. This Agreement may be terminated by EFI consistent with the terms of this Agreement, or at any time, with or without cause, in written notice provided by EFI to Contractor consistent with the notice requirements identified in paragraph 2. In the event that this Agreement is terminated prior to the expiration of the term, EFI shall pay Contractor for the work completed and any obligations and expenses incurred by the Contractor that could not reasonably be cancelled.

10. INDEPENDENT CONTRACTOR

Contractor is working as an independent contractor and not as EFI's employee in the performance of this Agreement. Contractor acknowledges that EFI is not responsible for withholding or filing national or state taxes or other payroll withholdings on behalf of Contractor. Contractor further acknowledges that neither the Contractor nor the employees of Contractor will participate in or receive any employee benefits, including health insurance, retirement benefits, 401(k) plan, or other worker's compensation benefits provided through EFI.

11. NON-EXCLUSIVE RELATIONSHIP

The relationship between the parties is a non-exclusive one which allows Contractor to engage in other activities, provided that all of the term and conditions under this Agreement are strictly observed, with particular emphasis on paragraph 12.

12. CONFLICTS OF INTEREST

Contractor acknowledges that EFI represents the interests of Florida businesses and that it is important to EFI that conflicts of interest be avoided. In the event that Contractor engages in activities that could be a conflict of interest to EFI or the Department, EFI has the right to instruct Contractor to discontinue such efforts. In such an event, if Contractor fails to do so, then EFI shall have the right to immediately terminate this Agreement.

13. COMPLETE AGREEMENT:

This agreement 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.

14. PURPOSE- pursuant to section 288.904(6)(b), Florida Statutes

- a. The purpose of this Agreement is outlined in Paragraph 6.
- b. Specific performance standards and responsibilities for each entity are included in Attachment A. Scope of Work.
- c. A detailed contract budget is found in paragraph 4.
- d. The value of the services provided is \$18,000.00
- e. There are no projected travel and entertainment expenses for employees and board members of EFI.

15. STANDARD TERMS & AGREEMENTS

Contractor acknowledges and accepts EFI's standard terms and agreements attached hereto, which are required by law and its contract with the Florida Department of Economic Opportunity (DEO). Such terms and conditions are incorporated herein and specifically made part of this Agreement.

16. COUNTERPARTS:

This Agreement may be executed in counterparts, with all pages initialed by the signing party, 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, faxed, scanned, or PDF contract versions with initials and signatures shall be of the same force and effect as original signatures.

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

THRIVE GLOBAL ADVISORY  
("Contractor")

ENTERPRISE FLORIDA, INC.  
("EFI")

DocuSigned by:



4B02B46D0625461  
Fred Glickman

DocuSigned by:



4219E55ED64F4ED  
Jamal Sowell, President/CEO

or Designee: **Robert Schlotman, Controller**

2/15/2019

Date

2/15/2019

Date

# Attachment A: Scope of Work

## Consulting Services for Florida Mission to Israel

### I. **Direct the University Track and Assist on Additional Components of the Mission to Israel**

Duties will include:

- **Recruitment of Florida Universities to participate on the Governor's mission to Israel**
  - Meet and collaborate with the Consulate General of Israel staff to review and plan the university track and obtain their contacts with Florida and Israeli universities and research centers
  - Meet with Enterprise Florida ITED team that is responsible for the mission to obtain any relevant contacts with Florida universities and higher education stakeholders
  - On-going coordination with the Consulate to obtain introductions to Israeli and Florida institutions of higher learning
  - Identify throughout the state of Florida those universities with specific academic and research components that have a probability of concluding a successful strategic partnership with their Israeli counterparts
  - Prepare a mission proposition to present to Florida universities and R&D center which may be customized for specific universities and R&D centers depending upon the specific technologies that these institutions are specializing in
  - Contact by phone, email and/or conduct in person briefings of key officials at Florida universities and R&D centers to propose their participation on the mission and identify which specific target areas of research and collaboration they would be interested in pursuing with their counterpart institutions in Israel

- Continually follow up with the Florida universities and R&D centers and recruit those from each university that are interested in participating on the mission
  
- **Development and Planning of University and R&D Center Track**
  - Evaluate and develop the opportunities that may be recommended by the Consulate of Israel and assess which Florida universities and R&D centers have potential for collaboration
  
  - Meet with EFI Israel staff at the end of February when they are in Florida to discuss and review the university and R&D center track and obtain their ideas on potential partnerships and Israeli universities and R&D centers that we should pursue
  
- **Preparation of Mission Briefing Documents and Preparations**
  - Prepare briefing documents for each opportunity that Florida universities are seeking in terms of a strategic alliance and formal agreements that can be announced and signed during the Governor's mission to Israel and submit to EFI Israel, Consulate General of Israel and Israeli universities and R&D centers
  
  - Develop program content for the university track in collaboration with EFI Israel and EFI, parts of which will be included on the Governor's and VIP's schedules
  
  - Obtain agreement from the Florida universities and R&D centers and Israeli universities and research centers on the specific collaboration and outcomes including signing ceremonies. If requested, format agreements, draft MOU's and program to be developed around the signing ceremony
  
  - Preparation of individual schedules of meetings, networking opportunities and signing ceremonies when they are in Israel in collaboration with EFI Israel
  
  - Based upon the feedback from the Israeli universities and R&D centers, identify other areas of strategic collaboration that might not have been identified by the Florida universities and research centers

- Negotiate, in collaboration with EFI Israel and Israeli counterparts the agenda/program for each signing ceremony including times allocated to Florida speakers
  - Work with EFI Israel to seek out other meetings for each university and R&D center mission participant outside of the general mission agenda and prepare documents and brief members of the Florida university and R&D track who will be attending each meeting
  - Obtain, whenever possible, copies of official remarks at events to be made by the Israeli university and R&D center counterparts to present to the participating Florida universities and R&D centers and obtain official remarks to be made by the Florida universities and R&D centers to Israeli universities and R&D centers
  - Advance just prior to the mission the university and R&D center track including site visits to the facilities where the signing ceremonies will take place, proofing and editing if necessary, the MOU and other documents for the signing ceremonies and other locations for the meetings that will be organized for the university and R&D center track
  - Meet with counterparts at each university to run through the logistics and content of each event and meeting and negotiate any last-minute changes to ensure that there are no glitches or misunderstandings during the mission with the university and R&D track
- **Communications and Reporting**
    - Continually update the Florida universities on mission logistics, provide background information on Israel technology, the market and the interests and feedback of their counterpart universities and R&D centers in Israel
    - Coordinate directly with EFI Israel on the Florida university and R&D track as needed and keep EFI continually briefed
    - Serve as a “conciierge” for the Florida universities and R&D centers before, during and after the mission
    - Coordinate outreach with EFI Israel, to Israeli R&D centers and universities to pitch strategic cooperation with each Florida university and research center



- Provide direction to EFI Israel on the requirements and objectives of the Florida universities and R&D centers
- Communicate and meet with Enterprise Florida and the Consulate General of Israel to brief on progress, issues and details related to the preparation and implementation of the university and R&D track
- Brief each Florida university and research center about the mission program and the specific interests of Israeli universities and research centers in collaborating with their Florida counterparts
- Obtain agreement between the Florida universities and R&D centers and Israeli universities and research centers on the specific nature of the collaboration and desired outcomes and provide facilitation for the implementation
- Periodic meetings and briefings with Enterprise Florida mission team and stakeholders (if required)
- Preparation of briefing sheets and background materials for each Florida university and research center, including background information on each participant in the university and R&D track
- Provide briefing materials to the participating Israeli universities and R&D center concerning their Florida counterparts
- Research, obtain and edit briefing documents on the Israeli universities, R&D centers and the individuals from Israel with whom Florida universities will be meeting

- **Other Activities to Support the Mission Director**

Other activities to support the mission director, not including the advance and mission trips, to Israel will not exceed 60 hours.

- Assist Mission Director and other staff with the preparation, editing and proofing of documents including the mission agendas, briefing sheets and

other support materials to be developed for the mission (this does not cover graphics, layouts and design of materials)

- Participate in meetings inside and outside of EFI, at the request of the Mission Director where I can lend support and provide insights based upon my previous my experience working on the four Florida Governor missions to Israel
- Follow up, at the request of the Mission Director, with mission delegates in areas where I can be of assistance
- Prior to the mission, serve as a resource, whenever possible, with the other members of the Florida delegation that seek advice or assistance with planning their activities in Israel (I have been to Israel 14 times and am familiar with the country including places to visit, things to do, culture and history)
- **Activities During the Advance Trip to Israel**
  - Participate on the advance mission to Israel, supporting the Mission Director in structuring and negotiating the content and organization of events with counterparts from the Israeli government, multipliers, and companies. Contribute to discussions and planning sessions during the advance trip between the Mission Director and the EFI Israel team
- **Time in Israel Immediately Prior to and During the Mission**
  - Coordinate and staff the university and R&D track during the Israel mission the Florida universities and R&D center, attending business meetings and ceremonies and serve as a resource person for the Florida university and R&D delegation
  - Staff meetings during the university and R&D center track whenever possible
  - Assist with any last-minute changes to the agenda or needs that members of the Florida university and R&D mission track may need
  - Be responsible for movements of the mission participants in the university and R&D track while in Israel in coordination with the Mission Director

- Work with the Mission Director to coordinate logistics, meetings, events and business meetings that may involve other members of the Florida delegation
- Support, whenever possible, the Mission Director with other events, logistics, advancing sites, and meetings outside of the university and R&D track
- Coordinate activities with EFI Israel staff and with Israeli counterparts for events, logistics and meetings outside of the university and R&D track
- Serve as a resource person, whenever possible, for the other mission delegates who are not part of the university and R&D track
- **Post Mission Reporting and Follow Up**
  - Mission follow up with both the Florida and Israeli universities and R&D centers
  - Prepare post-mission report on the university and R&D track to be included as part of the Israel Mission post mission report and submit to EFI

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**Enterprise Florida Standard Contract Terms & Agreements 2018-2019**

1. This Agreement may not be assigned. This Agreement shall bind the heirs, successors, and permitted assigns of the parties.
2. EFI may terminate this Agreement with or without cause at any time by providing written notice to Contractor. A termination for cause may occur due to (i) Contractor's willful misconduct or gross negligence; or (ii) Contractor'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, EFI's sole obligation and liability to Contractor, if any, shall be to pay Contractor that portion of the expenses allowed under this Agreement that were incurred prior to the effective date of termination and unable to be reasonably cancelled.
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 Contractor from any and all claims, demands, and courses of action whatsoever which Contractor may have against EFI.
5. Contractor shall (i) comply with all relevant federal, state and local laws designed to prevent discrimination so that Contractor does not discriminate against any person who performs work hereunder because of race, religion, color, sex, physical handicap, national origin, or ancestry, or age unrelated to such person's ability to engage in this work; (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. Contractor shall comply with all necessary laws and Governor Ron DeSantis' Executive Order 19-11 readopting Executive Order 17-319 preventing sexual harassment in state agencies. Contractor shall ensure a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
7. To the extent required by section 287.134(3)(a), Florida Statutes, and EFI's contract with the Florida Department of Economic Opportunity (DEO), Contractor acknowledges notice of the requirements of section 287.134(2)(b), Florida Statutes. To its knowledge, the Contractor 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 Contractor affirms that it is aware of the provisions of section 287.133(2)(b), Florida Statutes. Contractor 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. Contractor shall retain and maintain all records and make such records available for an audit as may be requested. Such records shall be retained by Contractor for a minimum period of seven (7) years after termination of this Agreement. 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. Pursuant to its contract with DEO, EFI requires that Contractor, by executing this Agreement, certifies that Contractor is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S., (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S., or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), F.S., EFI may immediately terminate this Agreement for cause if Contractor is found to have submitted a false certification as to the above or if Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If EFI determines that Contractor has submitted a false certification, EFI will provide written notice to Contractor. Unless Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that EFI's determination of false certification was made in error, EFI shall bring a civil action against Contractor. If EFI's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Contractor, and Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of EFI's determination of false certification by Contractor. In the event that federal law ceases to authorize the States to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

11. EFI does not endorse any contractor, commodity, or service, and this Agreement may not be used to imply any such endorsement.

12. 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.

13. 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.

14. 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.

15. 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.

16. Grantee shall not use any funds paid pursuant to this Agreement for lobbying the Florida Legislature, the Florida judicial branch, or any State agency.

17. Pursuant to its contract with DEO, EFI requires Contractor 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.

18. 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 Contractor 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 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/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)
- c. If Contractor 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

19. 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 Contractor 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 Contractor shall notify EFI.

#### 20. ACCESS TO RECORDS AND PUBLIC RECORDS REQUIREMENTS:

- a. Contractor shall keep and maintain public records required by EFI to perform Contractor's responsibilities hereunder.
- b. Contractor shall, upon request from EFI's custodian of public records, provide EFI with a copy of the requested records or allow the records to be inspected or copied by the public records requestor within a reasonable time per the cost structure provided in chapter 119, F.S., or as otherwise provided by law.
- c. Contractor shall ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, Contractor shall transfer, at no cost to EFI, all public records in possession of Contractor or keep and maintain public records required by EFI to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to EFI, upon request from the EFI's custodian of public records, in a format that is compatible with the information technology systems of EFI.
- e. Pursuant to section 288.901(1)(b), Florida Statutes, Contractor acknowledges that the Legislature has determined it is in the public interest and reflects the state's public policy that EFI operate in the most open and accessible manner consistent with its public purposes. To this end, EFI and its divisions, boards, and advisory councils, or similar entities created or managed by EFI, are subject to the provisions of chapter 119 relating to public records and those provisions of chapter 286 relating to public meetings and records.
- f. If EFI does not possess a record requested through a public records request and the record is one that is in Grantee's possession, EFI shall immediately notify Contractor of the request, and Contractor must provide the records to EFI or allow the records to be inspected or copied within a reasonable time.
- g. If Contractor provides records to EFI that contain "proprietary confidential business information" as defined in section 288.075, Florida Statutes, or "trade secrets" as defined in section 688.002, Florida Statutes, such information should be clearly marked as such and a redacted version of such record should also be provided to EFI. In

the event that EFI asserts such exemption in response to a public records request based on Contractor's assertion, Contractor agrees to defend EFI in any challenge to such assertion.

h. Contractor acknowledges that EFI may unilaterally cancel this Agreement if Contractor refuses to allow public access to all documents, papers, letters, or other material made or received in conjunction with the Agreement, unless the records are exempt from section 24(a) of Art. I of the Florida Constitution and section 119.07(1), Florida Statutes. If Contractor fails to provide public records to EFI within a reasonable time it may be subject to penalties under section 119.10, Florida Statutes.

i. In the event of a conflict between any provision within this Agreement and the provisions of Florida's public records and sunshine laws contained within Article I, Section 24 of the Florida Constitution, Chapter 119, Florida Statutes, section 286.011, Florida Statutes, and including all applicable exemptions therefrom, the provisions of Florida law shall prevail. Further, EFI shall not be liable to Grantee for any disclosures that EFI deems required under Florida law, and the necessity of such disclosure shall be at EFI's sole discretion determined in conjunction with its legal counsel.

**j. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by phone at: 850-298-6620, by email at: [kkeenan@enterprise-florida.com](mailto:kkeenan@enterprise-florida.com), or by mail at: Enterprise Florida, Inc., Public Records Coordinator, 101 North Monroe Street, Suite 1000, Tallahassee, Florida 32301.**