

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
ENTERPRISE FLORIDA, INC.
AND
LEOTTA LOCATION AND DESIGN, LLC**

THIS AGREEMENT ("Agreement") is entered into this 14 day July 2022, by and between **ENTERPRISE FLORIDA, INC.**, a Florida not-for-profit corporation ("EFI") and **LEOTTA LOCATION AND DESIGN, LLC** (LL&D) ("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, EFI wishes to enter into a Consulting Services Agreement to provide site evaluation services to enhance site readiness efforts; 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. **TERM:**

The term of this Agreement shall commence upon execution and shall remain in effect until June 30, 2023, or until the services agreed upon are completed in their entirety. Any extensions shall be at the sole discretion of EFI. Any extension shall be in writing and authorized by amendment to this Agreement.

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 Michelle Boylan, V.P. Strategic Initiatives, who can be reached at +1-407-625-1568. The LL&D Agreement Manager is Victor Leotta, and can be reached at +1-225-281-4202.

3. **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 Thirty Four Thousand Six Hundred Dollars (US \$34,600), (the "Consideration") according to the following terms:

- 90% to be invoiced upon execution of this Agreement
- 10% to be invoiced upon completion and acceptance of the project

EFI reserves the right to withhold or delay payment of the Consideration if Contractor fails to submit the required invoices and report as they become due and EFI receives and approves the same.

4. SCOPE OF SERVICES:

Contractor will conduct site evaluation services as outlined in Attachment A. Scope of Work.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

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

1. The purpose of this Agreement is outlined in Paragraph 4.
2. Specific performance standards and responsibilities for each entity are included in Attachment A. Scope of Work.
3. A detailed contract budget is found in paragraph 3.
4. The value of the services provided is \$34,600.00
5. There are no projected travel and entertainment expenses for employees and board members of EFI.

13. 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.

14. 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.

**FOR:
LEOTTA LOCATION AND DESIGN, LLC**

DocuSigned by:
Victor Leotta

Victor Leotta Principal

Date: 7/14/2022

**FOR:
ENTERPRISE FLORIDA, INC., ("EFI")
a Florida not for-profit corporation**

DocuSigned by:
Brian Mimbs

Brian Mimbs, Chief of Staff

Date: 7/15/2022

-OR- [Designee]

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachment A: Scope of Work



17732 Highland Rd., G-231
Baton Rouge, Louisiana 70810
(225) 281-4202
www.location-design.com

June 1, 2022

Ms. Michelle Boylan, FCCM
Vice President, Strategic Initiative & Compliance
Enterprise Florida, Inc.
800 N. Magnolia Avenue, Suite 1100
Orlando, Florida 32803

RE: Proposal for SSI Program Expansion
SSI Phase I Site Evaluations
Proposal No. 22-011

Dear Ms. Boylan:

Leotta Location and Design, LLC (LL+D) is pleased to present Enterprise Florida, Inc. (EFI) with this proposal to expand the Strategic Sites Inventory (SSI) Program to include evaluations of greenfield sites currently marketed for industrial and commercial project uses.

Site evaluations would follow SSI Phase I: Site Discovery screening methodology to derive a qualitative understanding of general site competitiveness as an economic development real estate asset. LL+D developed SSI Phase I as a multi-disciplined approach to strategic site identification and includes civil and geotechnical engineering, environmental/ecological science, landscape architecture, forestry, archaeology, and land use planning expertise. Each technical discipline provides a critical perspective on the viability of property development and competitiveness as an economic development real estate asset. Using the SSI Phase I methodology, LL+D has evaluated hundreds of greenfield sites ranging from five to over 3,500 acres across a wide array of project land use intensities, including: industrial megasite, tech megasite, heavy industrial, light industrial, heavy agribusiness, general agribusiness, R&D/tech, medical/business park, hyperscale data center, and utility-scale solar. SSI Phase I site evaluations are a-political, objective, and consider a hierarchical set of site development factors relative to nationally competitive industrial and commercial greenfield sites.

The proposed site evaluations are in response to your request and in support of EFI's rural economic development readiness mission. Provided herein is an understanding of project objectives and presentation of technical approach, scope of work, project deliverables, estimated schedule, and EFI investment.

Project Objectives

The purpose of the SSI Site Evaluation Program is to benchmark existing sites against an economic development site quality standard. LL+D intends to provide EFI with objective determination of site competitiveness for economic development. With this in mind, LL+D understands there are two primary intended project objectives: *1) gain a quantifiable understanding of the overall competitiveness of rural greenfield sites that are currently on the open real estate market and 2) provide quantifiable decision support for consideration of future investment in site improvements.* Objective No. 1 will provide EFI and its

stakeholder communities with perspective on sites that have the most value in attracting quality commercial and industrial project investments. Objective No. 2 will provide a quasi-prospectus in assessing potential return on investment (ROI) for publicly-funded site improvement budget allocations. The intent is to guard against spending dollars on improvements for sites that have marginal competitive value. Only sites that are determined to exhibit high suitability for the intended economic development land uses should be considered for capital expenditures for utility, transportation, or site preparation improvements.

Technical Approach

LL+D is proposing to use its SSI Program as the technical platform for performing site evaluations. The SSI Program combines LL+D's site selection knowledge and experience proprietary GIS-based suitability models (referred to as Core Suitability Models) to provide an efficient and objective measure of site quality. The Core Suitability Models define optimal land use scenarios for major economic development project types. Suitability modeling is the analytical foundation for the LL+D SSI Program and constitutes the basis for determining the optimal locations for exploring potential high quality strategic sites. The Core Suitability Models govern site quality through location metrics that consider industry-specific criteria that define business requirements for optimal permitting, construction, and operation while protecting sensitive environmental and cultural concerns. This translates into site identification and screening process efficiency by focusing only on geographic areas demonstrating excellent characteristics for economic development as suggested by the individual Core Suitability Model scoring index. The Core Suitability Models geographically suggest areas of opportunity based on spatial recognition of conditions favorable for economic development projects. These conditions include physical site characteristics, surrounding cultural conditions, site access, and a host of engineering and environmental advantages and concerns.

The Core Suitability Models include a compliment of project land uses for economic development that provides unique geographic areas of opportunity specific to each project land use. Project land uses to be included for the proposed site evaluations will include:

- industrial megasite
- tech megasite
- heavy industrial
- light industrial
- heavy agribusiness
- general agribusiness
- R&D/tech
- medical/business park

Each project land use includes a set of logistics scenarios that provide for variable transportation means. This will provide for objective ranking of sites by transportation assets (e.g., interstate, multi-lane divided highway, rail, port/nav water).

The Core Suitability Models serve as a powerful initial site screening tool for site evaluation much in the same manner as it is used for SSI Phase I site searches. Only sites achieving an acceptable baseline Core Suitability Model score will be advanced for visual, subjective evaluation. *SSI Phase I-based site evaluation is designed around a tiered approach to determining site competitiveness. This prevents expenditure of time and resources to review sites that fail to exhibit the minimum required physical and location characteristics to be considered viable for industrial or commercial development.*

Scope of Work

The scope of work for site evaluations will encompass several individual tasks that collectively lend a more comprehensive assessment of site competitiveness for economic development. The following tasks will be performed:

- Site Suitability Benchmarking
- Site Development Screening
- Competitiveness Opinion

Each project task is described below.

Site Suitability Benchmarking

To gain a quick understanding of the development potential for each site, LL+D will utilize its complement of Core Suitability Models to create a site suitability benchmark score. The benchmark score will provide a rapid understanding of baseline site quality and its potential land use suitability for economic development as articulated through a statistical analysis against each applicable Core Suitability Model. Sites scoring a moderate to good value against one or more of the Core Suitability Models will be recommended for subsequent site evaluation screening. Sites failing to achieve an acceptable suitability benchmark score will be recommended for suspension of further expenditure of resources for site evaluation. The goal of site suitability benchmarking is to provide a rapid, objective decision support for advancing sites to full site screening exercises.

LL+D will use the Core Suitability Models as an internal processing data to support site suitability benchmarking. No form of the Core Suitability Models will be provided.

Site Development Screening

Sites achieving a suitability benchmark score of ≥ 6.5 out of a possible 10.0 will be considered for screening. This task will include a cursory desktop screening of sites to arrive at a determination of practical development and a site ranking relative to LL+D's site quality standards. The site quality standard is defined by objective satisfaction of respective suitability model criteria, physical site attributes, surrounding infrastructure configuration, and subjective screening against conventional tolerances for site proximity to assets and vulnerabilities relative to project type. Visually screening of sites is performed to eliminate obvious undevelopable sites (e.g., observations of existing facilities, water features, wetland observations, etc.) by visual interpretation of aerial imagery and a complement of GIS data representing geographic and cultural features.

LL+D previously developed a GIS database for the Florida SSI Program specifically compiled to include data features relevant to strategic site development. LL+D will utilize this database for the EFI site evaluation project which will significantly reduce project preparation costs and initiation time. LL+D will however, research and acquire any updated GIS data to ensure the most current data is used in the site evaluation process. This may warrant an updated run of the Core Suitability Models for use with this project.

Site screening data may include but may not be limited to:

- Most current available high-resolution color aerial imagery
- Transportation infrastructure
 - Road networks including interstate, U.S. and state highways, and local roads

- Class 1, 2, and 3 rail networks
- Airports and airfields
- Ports and intermodal facilities
- Hydrography including major navigable waterways by class
- Population centers and population density derived from Census data
- Cultural and community features including
 - Schools, universities, day care centers
 - churches
 - cemeteries
 - nursing homes, hospitals
- Emergency response facilities including fire and police protection
- FEMA flood zones
- LiDAR elevation and contour data
- NRCS SSURGO soils data
- USGS GAP land cover
- USGS Nation Wetlands Inventory

All data inputs will originate from public domain data provided by state and federal data sources. All geospatial data inputs will be subject to availability and authorization for use from the issuing source. LL+D does not propose to conduct any geospatial data development or purchase commercial data for the purposes of performing this project. Site evaluations will not include local data including utilities, land use, zoning, or other locally-produced data.

The goal of site screening is to identify “fatal flaws” exhibited by a site that would render the site practically undevelopable or of low attractiveness to site consultants and industry prospects. LL+D uses a basic six-factor screening methodology to identify observable fatal flaws and subjectively quantify each site’s development potential based on conditions present and information gleaned through the desktop analysis.

The primary site screening factors include the following:

- Parcel Assembly
- Transportation Infrastructure
- Energy Infrastructure
- Cultural Considerations
- Flood Risk
- Potential Wetlands

Ultimate site development potential and fatal flaw analysis cannot be determined without physically visiting the site and conducting formal engineering and environmental due diligence. However, LL+D is confident that our site screening methodology is highly effective in eliminating low quality or practically undevelopable sites and presents candidate sites with a high likelihood of enduring more formal engineering and environmental due diligence.

Site Competitiveness Opinion

LL+D will provide an overall opinion as to the relative competitiveness of the subject site as an economic development asset. A qualitative determination of site competitiveness as a function of the primary highest and best land use will be assigned for the subject site on a 1.0 to 5.0 scale, 1.0 indicating low competitive value and 5.0 indicating high competitive value.

Existing site evaluations will not include cost determinations for site improvements or mitigation of environmental, engineering, or infrastructure challenges. True site competitive value cannot be fully understood and validated without a quantitative study through formal engineering and environmental due diligence, including a determination of transportation and utility asset capacities and proximate labor resources. Also, historical site uses may indicate real or perceived environmental liabilities which cannot be fully determined without a site field visit and conduction of a Phase I Environmental Site Assessment by a qualified consultant. As such, the site competitiveness opinions produced by LL+D are intended only as a relative indication of how well an individual site will be perceived by a site selection consultant and/or prospective buyer within the context of its assigned highest and best economic development use.

Volume of Sites to be Evaluated

Core Suitability Model benchmarking will be limited to 200 sites or less. Site development screening will be limited to forty sites or less.

Project Deliverables

Project deliverables will consist of electronic map and reporting materials only in a static PDF file format. Additionally, sites evaluated and the associated map and reporting materials will be uploaded into the EFI SSI Portal. A list of specific project deliverables includes:

- **Site Suitability Benchmark Results** – the results of the site suitability benchmarking will be provided as a table reporting each site ID and benchmark score by Core Suitability Model and applied transportation scenario.
- **Site Development Screening Summary** – a written narrative describing observed site conditions and characteristics, setting and surroundings, primary transportation assets, proximity to cultural features, potential wetlands, flood hazard, compatibility with surrounding land use, and other pertinent site development parameters. Apparent development advantages and challenges will be enumerated with a brief discussion of highest and best land use and overall development potential.
- **Basic Site Map** – developed for each site evaluated, and includes a single site map using the most current available aerial imagery and respective GIS data layers; maps typically include: site boundary with aerial photo base, primary transportation infrastructure, significant observed cultural features, potential wetlands (as interpreted from USGS GAP dataset), and FEMA flood zone; mapping data would be limited to state and federal public domain aerial imagery and GIS datasets as received by issuing source. Site maps will be formatted 11”X17” landscape and include vicinity inset map, title block, and ownership information where available.
- **Site Competitiveness Opinion** – a numerical site competitiveness ranking on a 1.0 to 5.0 scale will be issued to provide an indication of relative competitiveness by project land use. An opinion will be provided for overall site quality along with a recommendation for suspension or continuation of subsequent detailed investigation.

All project deliverables will be electronic. No hard copy production of maps or documents will be provided.

Project Investment

LL+D will provide the proposed services in accordance with the scope of services on a lump sum cost basis for a fee totaling **\$34,600.00**. This includes all time and material to conduct the scope of work and produce specified deliverables, project management fees, meetings, and travel. Should material changes in scope occur, LL+D will not exceed the stated costs without prior written authorization from EFI.

LL+D will bill EFI on a retainer basis based on a twelve-month project duration. This is due to the unknown quantity or frequency of site evaluations to be performed. As such, LL+D will bill EFI 90% of the project budget upon notification to proceed. The remaining 10% of budget will be billed at the conclusion of the project and acceptance of all project deliverables by EFI. Payment terms are NET 30.

All work is to be performed by LL+D personnel. LL+D has the capacity to begin the proposed services immediately upon notification to proceed. This proposal is valid for forty-five days from date of delivery. If you find these proposed services acceptable, you may complete and sign the "Notice to Proceed" section provided below and return via email to victor@location-design.com.

LL+D appreciates the opportunity to offer our expanded SSI Program to Enterprise Florida, Inc. We look forward to continuing to build a strong working relationship and combining our resources in support of EFI's rural economic development mission. Should you have any questions or need additional information, please give me a call at (225) 281-4202.

Regards,
Leotta Location and Design, LLC


Victor Leotta
Principal

Notice to Proceed	
Enterprise Florida, Inc. accepts this proposal based on the scope of services and costs presented herein. Leotta Location and Design, LLC is authorized to proceed with commencement of project related tasks.	
By: _____	Date: _____
Title: _____	P.O. No.: _____

Attachment B:

Enterprise Florida Standard Contract Terms & Agreements 2022-2023

1. This Agreement may not be assigned. This Agreement shall bind the heirs, successors, and permitted assigns of the parties. Upon being provided written notice from EFI, Contractor shall not object to any of EFI's assignment, or transfer of its rights, duties, or obligations under this Agreement to a governmental agency in the State of Florida.

2. EFI may terminate this Agreement for its convenience, in whole or in part at any time by providing written notice to Contractor. EFI may terminate this Agreement for 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; or (iv) any other reason provided herein. In the event that EFI terminates this Agreement for cause or default and said termination is found to be wrongful by a court of competent jurisdiction, the termination shall be treated as one for convenience.

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. Lost profits, consequential damages, special damages, and costs incurred in preparing a proposal or otherwise incurred in obtaining this contract or award may not be recovered.

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 may expend funds only for allowable costs.

6. Any balance of unobligated funds which has been advanced or paid to Contractor must be refunded to EFI upon request of EFI or termination of this Agreement. Any funds paid in excess of the amount to which Contractor is entitled under the terms and conditions of this Agreement must be refunded to EFI upon request of EFI or upon termination of this Agreement.

7. **The EFI contract manager shall periodically review the progress made on the Scope of Work and deliverables required under this Agreement. If Contractor fails to meet and comply with the activities/deliverables established in this Agreement or to make appropriate progress on the activities and/or towards the deliverables and they are not resolved within two weeks of notification, the contract manager may approve a reduced payment, request Contractor to redo the work, or terminate this Agreement.**

8. Failure of Contractor to provide project deliverables and/or meet the scope of work as specified in the approved Scope of Work and deliverables required under this Agreement will result in a partial payment and/or nonpayment, as appropriate and as determined by EFI in its sole discretion.

9. Failure of Contractor to deliver the minimum requirements reflected in the Scope of Work and deliverables required, may result in withholding of future advance payment request (to the extent applicable to this Agreement) from the date of noncompliance until each deliverable has met compliance as determined by EFI in its sole discretion. All quarterly scheduled payments must be sequential in order as identified in the deliverable payment schedule of this Agreement. If payment is withheld due to deliverable compliance requirement, no further payments may be paid out of sequence.

10. Contractor shall abide by all federal, state, and local laws, including but not limited to, the requirements of section 215.971, Florida Statutes, if Contractor is a subrecipient of state financial assistance as defined in section 215.97, Florida Statutes.

11. 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 age, race, religion, color, sex, physical handicap, marital status, national origin, or ancestry 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.

12. 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.

13. Contractor agrees to comply with the requirements of section 448.095, Florida Statutes, and to register with and use the E-Verify system to verify the work authorization status of all newly hired employees and if entering into a contract with any subcontractor to further the objectives of this Agreement to require the subcontractor to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Knowing violation of this provision shall be cause for unilateral cancellation of this Agreement by EFI.

14. Section 448.095, Florida Statutes, requires Contractor to comply with the following: (1) Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. (2) A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract. If Contractor does not use E-Verify, Contractor shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

15. 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)(a), Florida Statutes, relating to the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, grantee, supplier, sub-grantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity. Contractor affirms that it is aware of the provisions of section 287.134(2)(a), F.S., and that at no time has Contractor or its affiliates been placed on the Discriminatory Vendor List.

15. To the extent required by Florida Statutes 287.133(3)(a), and EFI's contract with DEO, the Contractor affirms that it is aware of the provisions of section 287.133(2)(a), 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 in accordance with section 287.133(4), Florida Statutes. Contractor shall disclose to EFI if any of its affiliates, as defined in section 287.133(1)(a), Florida Statutes, is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from performing under this Agreement for a period of 36 months from the date of being placed on the convicted vendor list.

16. 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, DEO, or other personnel authorized by EFI and copies of the records shall be delivered to EFI upon request.

17. Pursuant to its contract with DEO, EFI's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and DEO's funding obligations to EFI. This Agreement shall automatically terminate upon the discontinuance or reduction of legislatively appropriated funds that may be used and are sufficient to support this Agreement, in addition to all of EFI's other duties and responsibilities, in which case EFI is not obligated to provide any warning, notice or compensation in lieu of notice. The determination whether such funds are available shall be made by EFI at its sole discretion.

18. Pursuant to its contract with DEO, EFI requires Contractor, by executing this Agreement, to certify that it 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.

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

20. 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.

21. 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.

22. 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.

23. 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.

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

25. 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.

26. 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.

27. 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 Contractor'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 indemnify EFI, with EFI's choice of legal counsel, 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 Contractor 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.

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: nmcelwee@enterpriseflorida.com, or by mail at: Enterprise Florida, Inc., Public Records Coordinator, 101 North Monroe Street, Suite 1000, Tallahassee, Florida 32301.