

**AGREEMENT FOR CONTRACTOR
SERVICES BETWEEN
ENTERPRISE FLORIDA, INC. AND
MATRIX DESIGN GROUP, INC.**

THIS AGREEMENT ("Agreement") is entered into this 27st day of June, 2023, by and between ENTERPRISE FLORIDA, INC., a Florida not-for-profit corporation ("EFI") for the FLORIDA DEFENSE SUPPORT TASK FORCE ("FDSTF", an entity defined in Florida Statutes sec. 288.987) and **MATRIX DESIGN GROUP, INC.**, ("Contractor") (individually herein as "Party" and collectively as "Parties").

RECITALS

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;

WHEREAS, pursuant to section 288.987, Florida Statutes, the Florida Defense Support Task Force ("FDSTF") was created to make recommendations to preserve and protect military installations, to support the state's position in research and development related to or arising out of military missions and contracting, and to improve the state's military-friendly environment for service members, military dependents, military retirees, and businesses that bring military and base-related jobs to Florida;

WHEREAS, the Florida Department of Economic Opportunity ("DEO"), through its Executive Director, who, as directed by section 288.987, Florida Statutes, has delegated the ex officio, non-voting FDSTF executive director responsibility to EFI; and the FDSTF has engaged EFI to provide administrative and fiscal services on its behalf, including entering into and executing contracts on behalf of FDSTF as its legal designee and managing the funds contracted with DEO for in conjunction with the Florida Defense Alliance ("FDA") and other EFI Military;

WHEREAS, DEO has also assigned the funds while the Florida Defense Support Task Force (FDSTF) has assigned the responsibility of managing the funds and contracts to EFI in conjunction with the Florida Defense Alliance (FDA) and other EFI Military and Defense programs;

WHEREAS, EFI desires to update a study analyzing the impact of the Defense industry investment in Florida and desires to secure the services of a qualified Contractor to prepare these analyses;

WHEREAS, Contractor acknowledges that this Agreement is a deliverables-based performance contract and represents that it possesses the requisite skills, knowledge, qualifications and other specific skills that will meet the purposes of this Agreement and to provide the Services included herein;

WHEREAS, the Contractor acknowledges this Agreement will be executed prior to June 30, 2022; and

WHEREAS, the Parties desire to enter into this 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: Michelle Griggs
Contracts & Grants Manager, Military and Defense Programs
Enterprise Florida, Inc.
101 North Monroe Street Tallahassee, Florida 32301
Tel: +1-850-298-6640
Fax: +1-850-298-6659
Email: mgriggs@enterpriseflorida.com

Contractor: Sal M. Nodjomian, Chief Executive Officer
Matrix Design Group, Inc.
320 Bayshore Drive, Suite B
Niceville, FL 32578
Phone: 850.279.4298
sal_nodjomian@matrixdesigngroup.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 Michelle Griggs, EFI, Manager, Contracts & Grants, who can be reached at (850) 298-6640. The Matrix Design Group, Inc. Agreement Manager is **Charlie Perham, Project Manager, who can be reached at (571) 969-0495, charlie.perham@matrixdesigngroup.com.**

3. TERM:

The term of this Agreement shall commence upon execution, and shall remain in effect through **January 31, 2024**, unless otherwise terminated as provided herein. This Agreement may be renewed at the absolute discretion of EFI, it being acknowledged that EFI's decision to renew this Agreement shall be based primarily, but not exclusively, on Contractor's fulfillment of its obligations

under 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 **Seventy-Nine-Thousand-Four-Hundred-Dollars (US \$79,400)** (the "Consideration") comprised of the following four payments:

- **\$31,900 upon completion of Tasks #1, #2 and #3, 10/31/2023;**
- **\$15,000 upon completion of Tasks #4, #5 and #6, 11/30/2023;**
- **\$25,500 upon completion of Tasks #7, #8, #9 and #10, 12/31/2023;** and
- **\$7,000 upon completion and acceptance of Tasks #11 and #12, 1/31/2024 ("Final Payment").**

Contractor shall provide an invoice to the Agreement Manager stating the equal installment of the Consideration.

5. EMPLOYEE SALARIES:

Contractor is responsible for payment of all salaries, taxes, fees, or other compensation of any staff members or independent contractors that it wishes to engage to perform the Services. Upon request by EFI, Contractor shall produce a written statement, in a form approved by EFI, signed by any employees, independent contractors, or representatives of Contractor acknowledging that they are not employees of EFI or of the State of Florida.

6. EXPENSES OF CONTRACTOR:

Contractor acknowledges and agrees that Contractor shall be responsible for its own operational expenses, including but not limited to the following:

- a. Staff salaries;
- b. Office supplies;
- c. Postage, telephone, and other communications costs;
- d. All business travel;
- e. Participation and membership fees;
- f. Promotion and entertainment expenses;
- g. Printing; and
- h. Equipment leases.

7. SCOPE OF WORK:

The Scope of Work attached hereto as ("Attachment A") is made part of this Agreement and fully incorporated herein. As fully described in the Scope of Work, Contractor will **conduct an Economic Impact analysis of Florida's Military and Defense Industry. Provide an enhanced statewide picture of the economic impact of all active military installations and defense industry in Florida including the Florida National Guard and the United States Coast Guard.**

Deliverable: **Contractor shall maintain regular, scheduled verbal communication with the Contract Manager. Contractor will provide a**

written draft report and a briefing on or before November 30, 2023. Contractor will provide a briefing to the Florida Defense Support Task Force at the November 2023 meeting. The Final Report will be delivered by Contractor on or before January 31, 2024. Contractor will be available to present results of this study to audiences identified by EFI through the end of the 2024 Florida legislative session with no additional costs as described in Attachment A.

8. FINAL DISBURSEMENT:

Upon termination of this Agreement, EFI shall designate the final payment of the Consideration hereunder as the "Final Payment." Contractor acknowledges that its acceptance of the Final Payment shall constitute full and complete release of EFI by Contractor from any and all claims, demands, and courses of action whatsoever that Contractor may have against EFI.

9. FINANCIAL CONSEQUENCES:

Contractor agrees that failure to complete any of the deliverables described in paragraph 7 above, without a modification to the contract agreed on by both parties, will withhold the final payment of **\$7,000**.

10. AMENDMENT/MODIFICATION/NOTIFICATIONS:

This Agreement may not be altered, modified, amended, or changed in any manner, except pursuant to a written agreement executed and delivered by each of the Parties. Additionally, any such modification, amendment or 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 shall for the purposes of this Agreement be deemed to be an original, including signatures.

11. INDEPENDENT CONTRACTOR:

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

12. LIABILITY:

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

13. INDEMNIFICATION:

Contractor agrees to be liable for, and shall indemnify, defend, and hold EFI , FDSTF, FDA, DEO, and the State of Florida and any officer, director, employee, agent, successor, and assign (each, a "EFI Indemnitee") harmless from and against all losses, damages, liabilities, deficiencies, claims whether actual or threatened, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, appellate attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, that are incurred by a EFI Indemnitee, arising out of or resulting from any claim, suit, action, or proceeding (each, an "Action") alleging:

(a) Contractor's breach of any representation, warranty, covenant, or obligation of Contractor (including any action or failure to act by any Permitted Subcontractor that, if taken or not taken by Contractor would constitute such a breach by Contractor) under this Agreement; or

(b) Any action or failure to take a required action by Contractor or any Permitted Subcontractor in connection with performing Services under this Agreement.

INDEMNIFICATION PROCEDURE:

EFI Indemnitee will promptly notify Contractor in writing of any Action for which it is entitled to be indemnified pursuant to paragraph 16 ("INDEMNIFICATION") and cooperate with Contractor at Contractor's sole cost and expense. Contractor shall immediately take control of the defense and investigation of such Action and shall employ counsel reasonably acceptable to EFI Indemnitee to handle and defend the same, at Contractor's sole cost and expense. Contractor shall not settle any Action in a manner that adversely affects the rights of EFI Indemnitee without EFI Indemnitee's prior written consent, which shall not be unreasonably withheld or delayed. EFI Indemnitee's failure to perform any obligations under this paragraph will not relieve Contractor of its obligations under this paragraph except to the extent that Contractor can demonstrate that it has been materially prejudiced as a result of such failure. EFI Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

14. TELECONFERENCES:

Contractor shall conduct a teleconference meeting on an as needed basis with the Agreement Manager to review Contractor's performance of the Services, and to discuss upcoming activities and issues relative to the fulfillment of this Agreement. Should any scheduling difficulties occur, Contractor shall use its best efforts to be available for such teleconference meetings with EFI.

15. AVAILABILITY OF INFORMATION:

EFI recognizes that Contractor can only perform the Services if EFI responds to Contractor's requests for information and provides all required information and documentation in a timely manner.

16. PRINCIPAL:

Contractor agrees that Sal M. Nodjomian, an individual (the "Principal") shall

serve as an employee or independent contractor of Contractor, and that Principal shall have primary responsibility for the performance by Contractor of the Services.

17. 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. If Contractor engages in activities which could constitute a conflict of interest to EFI or a particular business interest in Florida, EFI has the right to instruct Contractor to discontinue such efforts. In such event, if Contractor fails to do so, then EFI shall have the right to immediately terminate this Agreement.

18. EXCLUSIVE RIGHTS:

Neither Contractor nor any employee of Contractor shall have any proprietary interest in the products delivered under this Agreement. Anything, by whatsoever designation it may be known, that is produced or developed in connection with this Agreement shall be the exclusive property of EFI and may be copyrighted, patented, or otherwise restricted by EFI only.

19. 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.

20. 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 Agreement versions with initials and signatures shall be of the same force and effect as original signatures.

21. WORKS FOR HIRE:

Contractor agrees and shall instruct Contractor's employees and subcontractors, if any, that all Deliverables, services, records, documents, papers, reports, descriptive and pictorial material, printed or written technical information, drawings, reproductions thereof, samples, and models produced by Contractor, in whatever form and in whatever stage of development whatsoever, including all intellectual property rights therein, during the performance of the Services under this Agreement shall be considered "works made for hire," for the purpose of the United States Copyright law, 17 U.S.C. § 101 *et seq.* and that EFI is and will be the sole and exclusive owner of all right, title, and interest in the same, , the nature and contents of which shall not be disclosed to others without the prior written permission of the EFI.

To the extent any Work Product does not qualify as “works made for hire”:

(a) Contractor shall, and hereby does, immediately on its creation, assign, transfer, and otherwise convey to EFI, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to such Work Product, including all intellectual property rights therein.

(b) Contractor shall, and hereby does, irrevocably waive, and shall cause Contractor’s employees and subcontractors to irrevocably waive any and all claims such Contractor employees and subcontractors may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to the Work Product.

Contractor shall, and shall cause all Contractor’s employees and subcontractors to, take all appropriate action and execute and deliver all documents, necessary or reasonably requested by EFI to effectuate any of the foregoing provisions of this paragraph, or otherwise as may be necessary for EFI to prosecute, register, perfect, or record its rights in or to any Work Product or any intellectual property right therein. Contractor hereby appoints EFI as Contractor’s attorney-in-fact with full irrevocable power and authority to take any such actions and execute any such documents if Contractor refuses or, within a period deemed reasonable by EFI, otherwise fails to do so.

22. EFI MATERIALS:

EFI and its licensors are, and will remain, the sole and exclusive owners of all right, title, and interest in all Content and all other information in any form or media, including but not limited to documents, data, know-how, ideas, specifications, software code, and other materials provided to Contractor by or on behalf of EFI whether or not owned by EFI, a third party, or in the public domain or qualify for or are protected by any intellectual property rights (“EFI Materials”), including all intellectual property rights therein. Contractor has no right or license to use any EFI Materials except solely during the Term of the Agreement to the extent necessary to provide the Services to EFI. All other rights in and to the EFI Materials are expressly reserved by EFI.

EFI hereby grants to Contractor the limited, royalty-free, non-exclusive right and license to the EFI Materials solely as necessary to incorporate the EFI Materials into the Deliverables as described in the Services. The term of such license shall commence upon EFI’s delivery of the EFI Materials to Contractor, and shall terminate upon EFI’s acceptance or rejection of the Deliverables incorporating such EFI Materials. Subject to the foregoing license, EFI reserves all rights in the EFI Materials.

23. CONTRACTOR WARRANTIES:

Contractor warrants to EFI that:

(a) it will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with commercially reasonable industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement;

(b) the Work Product, including the advertisements (excluding EFI Materials), as

delivered by Contractor: (i) will not infringe, misappropriate, or otherwise violate any intellectual property rights or other rights of any third party; and (ii) will comply with all applicable laws;

(c) in performing the Services hereunder, Contractor will comply with all applicable laws;

24. PUBLIC ANNOUNCEMENTS:

Neither Party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other Party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, affiliation, or sponsorship, in each case, without the prior written consent of the other Party.

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

- a. The purpose of this Agreement is found in the Recitals.
- 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 ATTACHMENT A-Scope of Work.
- d. The value of the services provided is found in paragraph 3.
- e. There are no projected travel and entertainment expenses for employees and board members of EFI.

26. EFI STANDARD CONTRACT TERMS AND CONDITIONS

EFI's Standard Contract Terms & Agreements are attached hereto as ("Attachment B") is made part of this Agreement and fully incorporated herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on their behalf by their respective authorized and proper representatives, each with the requisite authority to bind their respective Party to the terms herein, as of the day and year first above written.

MATRIX DESIGN GROUP, INC
("Contractor")

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

DocuSigned by:
Sal Nodjoman
8F53E6524ACD47D...

DocuSigned by:
Laura DiBella
981D84EE49C94C8...

Sal M. Nodjoman
Chief Executive Officer

Laura DiBella
President & CEO

6/28/2023

6/28/2023

Date: _____

Date: _____

OR-

[EFI Designee]

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachment A. SCOPE OF WORK

The Matrix team fully understands the need to execute a valid and comprehensive analysis by the next legislative session. Thus, the team proposes an aggressive schedule for the production of the 2023 Defense Economic Impact Summary booklet and proposes delivery of the final bound report by the deadline requested in the proposal.

Task	Deliverable Due Date	Payment Upon Deliverable
Task 1: Project Kickoff Task 2: Data Collection & Economic Modeling Task 3: Mid-project Meeting, Status Update & Preliminary Impacts	October 31, 2023	Payment 1 upon completion of Tasks #1, #2 and #3: \$31,900.
Task 4: Draft Summary Booklet to Client for Review Task 5: Draft Informational Brochure Task 6: Summary Booklet/Brochure Comments Received from Client	November 30, 2023	Payment 2 upon completion of Tasks #4, #5 and #6: \$15,000.
Task 7: Final Summary Booklet PDF Delivered to Client Task 8: 1,200 Printed Summary Booklets Delivered to Client Task 9: Draft Economic Impact Study (State, Regional and County Analysis) Delivered to Client Task 10: Comments on Economic Impact Study Received from Client	December 31, 2023	Payment 3 upon completion of Tasks #7, #8, #9 and #10: \$25,500.
Task 11: Final Economic Impact Study Delivered to Client Task 12: Presentation to FDSTF and Other Stakeholders Deemed Necessary by the FDSTF	January 31, 2024	Payment 4 upon completion of deliverables #11 and #12: \$7,000.
		Total Contract Value \$79,400

ATTACHMENT B

Enterprise Florida Standard Contract Terms & Agreements FY 2023-2024

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 or reckless 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 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. 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: 850-245-7140, by email at: PRRequest@deo.myflorida.com, or by mail at: Department of Economic Opportunity, Public Records Coordinator, 107 E Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128