

**FUNDING AND PROGRAM AGREEMENT BETWEEN
THE DEPARTMENT OF ECONOMIC OPPORTUNITY AND
ENTERPRISE FLORIDA, INC.**

THIS FUNDING AND PROGRAM AGREEMENT (“Agreement”) Number S0187 (SB23-001) is made and entered between and among the DEPARTMENT OF ECONOMIC OPPORTUNITY (“DEO”) and ENTERPRISE FLORIDA, INC. (“EFI”, or “Grantee”). DEO and EFI are sometimes hereinafter referred to as a “Party” and collectively as the “Parties”.

WHEREAS, the State of Florida (“State”) Legislature mandates specific funds and programs be directed by DEO to EFI for program implementation and requires DEO to include in each implementation agreement performance measures, standards, and sanctions. DEO is required to direct appropriated funds to EFI, and may direct certain other funds that were not specifically appropriated to EFI, through an agreement for the implementation of its core mission responsibilities and program implementation;

WHEREAS, section 20.60(9)(b), Florida Statutes (“F.S.”), requires the DEO Secretary to serve as the manager for the state with respect to contracts with EFI and to enter into specific contracts with EFI.

WHEREAS, section 288.901, F.S., provides that EFI shall act as the economic development organization for the State utilizing private sector and public sector expertise in collaboration with DEO; and

WHEREAS, DEO has the authority to enter into this Agreement and distribute State funds in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement; and

WHEREAS, DEO and EFI desire to enter into this Agreement with regard to the implementation of the funding and programs described herein.

NOW, THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

1. PERFORMANCE REQUIREMENTS:

- a. EFI shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all attachments and exhibits attached hereto and incorporated herein.
- b. EFI shall fully comply with the reporting requirements of this Agreement and all attachments and exhibits attached hereto and incorporated herein.

2. TYPE OF AGREEMENT: This Agreement is a **fixed price** agreement.

3. TERM: This Agreement shall begin on July 1, 2022 (the “Effective Date”) and shall end on June 30, 2023, unless terminated earlier. The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period”.

4. AGREEMENT PAYMENT AND AVAILABILITY OF FUNDS:

- a. Pursuant to Section 6, Chapter 2022-156, Laws of Florida from the General Appropriations Act of FY 2022-2023 DEO shall pay EFI up to, but not to exceed, **Twelve Million Dollars and Zero Cents (\$12,000,000.00)** in consideration for EFI’s performance and services pursuant to this Agreement. DEO shall not pay EFI’s costs related to this Agreement outside of the Agreement Period. In

conformity with s. 287.0582, F.S., The State of Florida and DEO's performance and obligation to pay any Award Funds under this Agreement is contingent upon the availability of funds and an annual appropriation by the Legislature. DEO shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. EFI shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. EFI shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including DEO); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including DEO), which EFI instituted or in which EFI has joined as a claimant. EFI shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in EFI's business records and accounting system that the Award Funds originated from this Agreement. EFI shall not commingle Award Funds with any other funds. DEO may refuse to reimburse EFI for purchases made with commingled funds. EFI's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures.

- b. Payments under this Agreement will be made to EFI pursuant to applicable federal and State laws, and the General Appropriations Act. EFI agrees that any funds appropriated to EFI shall be expended pursuant to this Agreement in accordance with the specified funding categories. All payments shall be made in accordance with and subject to the terms of this Agreement and any applicable law.
- c. DEO will pay EFI quarterly, as specified herein, specifically in Attachment VI, Payment Schedule, upon DEO's receipt and approval of: (1) an original invoice specifying EFI's name, address, FEID number, DEO Agreement Number, Notice of Fund Availability (NFA) Number, invoice number, invoice period, amount requested per deliverable, total amount requested, and funding source; (2) documentation supporting the completed minimum level of service for each deliverable; and (3) any certifications and reports that may be due upon invoicing pursuant to the terms of this Agreement and any of its Attachments hereto. Payment does not become due under the Agreement until DEO determines that the invoice and supporting documentation is compliant with the terms of this Agreement and any Attachment hereto. DEO's determination that a given invoice and supporting documentation is compliant shall not be unreasonably withheld.
- d. For the submission of all payment documentation as referenced directly above in Article 4, *Agreement Payment and Availability of Funds*, paragraph b., DEO shall review and communicate to EFI in writing any deficiencies in the payment documentation. Any such deficiencies shall be resolved in accordance with Article 19, *Defaults, Sanctions, and Remedies*, the term of this Agreement and any of its Attachments hereto, and applicable law.
- e. Subject to approval by Florida's Department of Financial Services ("DFS"), EFI, may be entitled to an advance of the State Economic Enhancement and Development Trust Fund appropriation in the amount of **Three Million Dollars and Zero Cents (\$3,000,000)** during the term of this Agreement. If a lump sum advance payment is approved by DFS, such payment shall be made only upon DEO's receipt and approval of: (1) this fully executed agreement, or a fully executed amendment which provides for additional funding; (2) EFI's detailed operating budget for the organization, including its divisions, specifying: the use of State's operating investment, amounts to be expended on incentives, business recruitment, advertising, events, other operating capital outlay, and salaries and benefits for each employee, and a plan for securing private sector support

for the 2022-2023 State Fiscal Year; and (3) an advance funding invoice from EFI requesting and detailing the need and justification for the advance. If funds are advanced, EFI shall provide a quarterly interest payment with the interest form, and the account statement(s) of, all independent and separate interest-bearing account(s) in which advance State funds have been deposited and invested, in accordance with the terms of this Agreement. The check shall be made payable to: "Florida Department of Economic Opportunity" and mailed to the Florida Department of Economic Opportunity, Division of Finance and Administration, 107 E. Madison Street, MSC 80, Caldwell Building, Tallahassee, FL 32399, ATTENTION: Cory Strickland. Once funds have been fully expended and no interest earned, EFI shall provide DEO with account statement(s) and a signed statement from the Chief Financial Officer to that effect.

- f. EFI shall reconcile any advance payment received in a state fiscal year after the end of the same state fiscal year. EFI shall submit with its fourth quarter invoice a final reconciliation report of all State funds expended under this Agreement, including the advance payment. The report shall include a comparison of the total funds expended during each fiscal year with the total funds obligated in the original budget submitted at the beginning of each fiscal year. The report shall be submitted to DEO on or before August 30 of each State Fiscal Year.
 - g. Quarterly, EFI shall submit payment requests through the Subrecipient Enterprise Resource Application (SERA) for costs for all services rendered during the applicable period. EFI shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth in Attachment I, Scope of Work. EFI shall submit all documentation necessary to report expenditures. DEO may request any information from EFI that DEO deems necessary to verify that EFI has performed the services for which payment is requested. EFI's submission of each invoice package is EFI's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms set forth in this Agreement. EFI will provide invoices in accordance with the Reference Guide for State Expenditures available at: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/referenceguideforstateexpenditures4a8dd8e7f6fd4eae3eb12363d341f74.pdf?sfvrsn=ae70963d_2. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until DEO accepts and approved the invoiced deliverable(s) and any required report(s).
 - h. EFI shall submit the final invoice for payment to DEO no later than 60 calendar days after the Agreement ends or is terminated. If EFI fails to do so DEO may refuse to honor any requests submitted after this time period and may consider EFI to have forfeited any and all rights to payment under this Agreement.
 - i. In each agreement entered into by EFI and supported by state funding, EFI shall include the following statement: "EFI's performance and obligation to pay any Award Funds under this Agreement is contingent upon the availability of funds and an annual appropriation by the Legislature."
- 5. PROVISIONS REQUIRED BY S. 215.971, FLORIDA STATUTES:**
- a. EFI shall comply with section 215.97, F.S.

- b. EFI will expend funding under this Agreement in compliance with all laws, including section 215.971, F.S., rules and regulations applicable to expenditures of State funds including, but not limited to, the Reference Guide for State Expenditures https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/referenceguideforstateexpenditures4a8dd8e7f6fd4eaeb3eb12363d341f74.pdf?sfvrsn=ae70963d_2.
 - c. This Agreement may be charged only with allowable costs resulting from obligations incurred during the term of the Agreement.
 - d. Any balance of unobligated cash that has been advanced or paid to EFI that is not authorized by DEO to be retained for direct program costs in a subsequent period must be refunded to DEO.
6. **DISSOLUTION OF CORPORATION:** In the event of the dissolution of EFI, the dissolved entity's assets, after all its legal liabilities and obligations have been paid or adequate provisions have been made, shall revert to the State.
7. **TERMINATION:**
- a. **Termination Due to the Lack of Funds:** In the event funds to finance this Agreement are disallowed, or are otherwise unavailable, DEO may terminate this Agreement upon notice in writing to EFI. DEO shall be the final authority as to the availability of funds.
 - b. **Termination for Cause:** DEO may terminate the Agreement if EFI fails to: (1) deliver the services within the time specified in the Agreement; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Agreement. EFI shall not be entitled to recover any cancellation charges or lost profits.
 - c. **Termination for Convenience:** DEO, by written notice to EFI, may terminate this Agreement in whole or in part when DEO determines in DEO's sole and absolute discretion that it is in DEO's interest to do so. EFI shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as DEO otherwise specifically instructs EFI in writing. EFI shall not be entitled to recover any cancellation charges or lost profits.
 - d. **EFI's Responsibilities Upon Termination:** If DEO issues a Notice of Termination to EFI, except as DEO otherwise specifies in that Notice, EFI shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work DEO does not terminate; (3) take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of EFI and in which DEO has or may acquire an interest; and (4) upon the effective date of termination, EFI shall transfer, assign, and make available to DEO all property and materials belonging to DEO pursuant to the terms of this Agreement and all Attachments hereto. EFI shall not receive additional compensation for EFI's services in connection with such transfers or assignments.
 - e. **Force Majeure and Notice of Delay from Force Majeure:** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly

to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay EFI believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, EFI shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if EFI could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date EFI first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE EFI'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify EFI of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. EFI shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, EFI shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may terminate the Agreement in whole or in part.

8. MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES:

- a. EFI is encouraged to use Florida's minority and service-disabled veteran businesses as subcontractors or sub-vendors under this Agreement. The Certified Vendor Directory can be accessed from the website of the Department of Management Services, Office of Supplier Diversity, located at: <https://vendor.myfloridamarketplace.com/search/vendor>.
- b. EFI shall report on a quarterly basis its expenditures with minority and service-disabled veteran businesses.

9. SUBCONTRACTS:

- a. EFI is responsible for all work performed and all expenses incurred in connection with the development and implementation of the services, programs, and activities under this Agreement.
- b. EFI may, as appropriate and in compliance with applicable law, including but not limited to section 288.904 (6), F.S., subcontract the performance of the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; provided, however, that EFI shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract. EFI shall not enter into subcontracts in which DEO could be held liable to a subcontractor for any expenses or liabilities. EFI shall defend and hold DEO harmless of any

liabilities incurred under any of the subcontracts entered into by EFI. EFI shall be liable for all work performed and all expenses incurred as a result of any subcontract.

- c. Any and all subcontracts that EFI executes with a recipient under which such person or organization receives State financial assistance, as defined in s. 215.97, F.S., and agrees to perform economic development services or similar business assistance services on behalf of EFI, shall include provisions requiring that such person or organization report on performance, and account for proper use of funds provided under the subcontract (including the provision of audit rights pursuant to Attachment III, Special Audit and Monitoring Requirements, when applicable). EFI agrees to coordinate with other components of State and local economic development systems and avoid duplication of existing State and local services and activities.
- d. Any and all subcontracts that EFI executes with a person or organization shall include provisions whereby EFI and the subcontractors agree to abide by all federal, state, and local laws, including but not limited to, the requirements of s. 215.971, F.S., for agreements with subrecipients of state financial assistance as defined in s. 215.97, F.S.
- e. Upon prior written notice of same to EFI, EFI shall not object to any of the State of Florida's assignment or transfer of its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida. This Agreement shall bind the successors, assigns, and legal representatives of EFI and of any legal entity that succeeds to the obligations of the State of Florida.

10. INDEPENDENT CAPACITY OF CONTRACTOR:

- a. The Parties agree that EFI, its officers, agents, and employees, in performance of this Agreement and any attachment hereto, shall act in the capacity of an independent contractor. Neither EFI, nor any of its employees or agents, shall be entitled to receive any benefits of state employment, including retirement benefits or any other rights or privileges connected with employment in the State Career Service System. EFI agrees to take such steps as may be necessary to ensure that each subcontractor of EFI will be deemed to be an independent contractor and will not be considered or permitted to be an agent of the State of Florida.
- b. EFI shall not pledge the State of Florida's nor DEO's credit nor make the State of Florida or DEO a guarantor of payment or surety for any contract, debt, obligation, judgment lien, or any form of indebtedness.
- c. At all times during this Agreement, EFI shall comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

- 11. LIABILITY:** To the fullest extent permitted by law, DEO shall not assume any liability for the acts, omissions to act, or negligence of EFI, its agents, contractors, subcontractors, EFIs, subgrantees, servants, or employees. In all instances, EFI shall be responsible for any injury or property damage resulting from any activities conducted by EFI. No Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records, even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. To the fullest extent permitted by law, the State and DEO may, in addition to other remedies available to them at law or equity and upon written notice to EFI, retain such monies from amounts due to EFI as may be necessary to satisfy any claim for damages, penalties,

costs and the like asserted by or against the State or DEO. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by DEO or by the State.

12. INDEMNIFICATION:

- a. To the fullest extent permitted by law, EFI shall fully indemnify, defend, and hold harmless DEO and the State from and against suits, actions, damages and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by EFI, its agents, employees, partners or subcontractors within the context of this Agreement; provided, however, that EFI shall not indemnify for that portion of any loss of damages proximately caused by the negligent act or omission of DEO. Without exception, EFI, will indemnify and hold harmless the State and its employees and agents from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by EFI.
- b. Further, EFI shall fully indemnify, defend, and hold harmless the State of Florida and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any alleged or actual violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right committed in the performance of this Agreement.
- c. At DEO's election and upon notification to EFI, EFI shall assume the defense or settlement of any third-party claim against DEO arising under this Agreement with counsel reasonably satisfactory to DEO; provided, however, that EFI shall not settle or compromise any such claim in an amount over \$10,000 without DEO's prior written consent. Notwithstanding the foregoing, (a) DEO shall have the right, but not the obligation, at DEO's option and expense, to participate fully in the defense or settlement of any third-party claim against DEO; and (b) if EFI does not continuously defend or settle any third-party claim within 30 days after it is notified of the assertion or commencement thereof, then (i) DEO shall have the right, but not the obligation, to undertake the defense or settlement of such claim against it for the account and at the risk of EFI, and (ii) EFI shall be bound by any defense or settlement that DEO may make as to such claim. DEO shall also be entitled to join EFI in any third-party claim for the purpose of enforcing any right of indemnity hereunder.

13. PATENTS, COPYRIGHTS, AND ROYALTIES: If any patentable discovery or invention arises or is developed by EFI in the course or as a result of work or services performed under this Agreement, EFI shall provide written notification to DEO of the discovery or invention. The Parties agree that trademarked or copyrightable materials such as books, films, logos, music, art, or other artistic or intellectual property may be created, developed, licensed, owned, assigned, or transferred in the course of or as a result of work or services performed by EFI or EFI subcontractors under this Agreement without notification or consent of DEO.

14. RESPONSIBILITIES OF GOVERNING BOARD OR AUTHORITIES: The Parties agree that any information, including updates, reports, publications, studies, and any and all reasonably requested information, that is required by federal, State, or local law shall be approved by those persons having the authority to do so prior to submission, and shall be signed only by those persons having the legal authority to do so or appropriately ratified by such an authority.

15. AUDITS AND RECORDS:

- a. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability

shall have access to any of EFI's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

- b.** EFI shall retain and maintain for a period of five years all records and make such records available for an audit as may be requested. Records shall include independent auditor working papers, books, documents, and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance 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, Chief Financial Officer, Office of the Chief Inspector General, or other personnel authorized by DEO and copies of the records shall be delivered to DEO upon request.
- c.** EFI agrees to reimburse the State with non-state funds, in an amount not to exceed the total for its disallowed costs, for the reasonable cost of investigation incurred by the Inspector General, State Auditor General, or other authorized State official or agent for investigations of EFI's compliance with the terms of this or any other agreement between EFI and the State which results in disallowed costs. Such reasonable costs shall include, but not limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. EFI understand and will comply with the requirements of s. 20.055(5), F.S., including but not necessarily limited to, the duty of EFI and any of EFI's subcontractors to cooperate with the inspector general in any investigator, audit, inspection, review, or hearing pursuant to s. 20.055, F.S.
- d.** EFI agrees to comply with all statutorily applicable audit requirements of sections 215.97 and 17.03, F.S., and those found in Attachment IV, Special Audit and Monitoring Requirements. The applicable rules of the Auditor General referenced in Attachment IV, Audit Requirements, shall include those set forth in chapter 10.700 (certain non-profit organizations), as amended.
- e.** EFI shall include the record keeping requirements described above in all subcontracts and assignments with subrecipients of state funds according to s. 215.97, F.S. For purposes of this Agreement, "subrecipient" shall be defined in accordance with s. 215.97(2)(y), F.S.
- f.** EFI shall maintain financial records related to funds paid by EFI to any parties for work on the matters that are the subject of this Agreement as required by law. As applicable, EFI shall submit a written independent audit report to DEO specifically covering the period of Agreement expenditures pursuant to sections 288.904, 215.981, 215.97 and 11.45, F. S., and any other relevant laws.
- g.** Each Party agrees to provide copies of any audit referencing this Agreement, the audit transmittal letter, and any response to such audit to the other Party within 30 days of receipt.
- h.** Within 60 calendar days of the close of EFI's fiscal year, on an annual basis, EFI shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment V) to audit@deo.myflorida.com. EFI's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., subcontracts, subgrants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and EFI.

- i. EFI shall (i) maintain all funds EFI received pursuant to this Agreement in bank accounts separate from its other operating or other special purposes accounts, or (ii) expressly designate in EFI's business records and accounting system, maintained in good faith and in the regular course of business, that such funds originated from this Agreement. EFI shall not commingle the funds provided under this Agreement with any other funds, projects, or programs. DEO may, in its sole and absolute discretion, disallow costs that result from purchases made with commingled funds.

16. ACCESS TO RECORDS AND PUBLIC RECORDS REQUIREMENTS:

- a. EFI shall keep and maintain public records required by DEO to perform EFI's responsibilities hereunder. EFI shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Should EFI cease operations or cease receiving State appropriations, EFI shall transfer, at no cost, to DEO all public records in possession of EFI or keep and maintain public records required by DEO to perform the service. If EFI keeps and maintains public records upon completion of the Agreement, EFI shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of records, in a format that is compatible with the information technology systems of DEO. EFI shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.
- b. Pursuant to section 288.901(1)(b), Florida Statutes, EFI 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.
- c. If DEO does not possess a record requested through a public records request and the record is one that is in EFI's possession, DEO shall forward the request to EFI as soon as practicable.
- d. DEO does not endorse any contractor, commodity, or service.
- e. DEO may unilaterally cancel this Agreement if EFI 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 State Constitution and section 119.07(1), F.S.
- f. **IF EFI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO EFI'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245- 7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399- 4128.**
- g. EFI may, from time to time, provide administrative support to other entities which are a part of EFI or assist EFI in the performance of its mission. To the extent that EFI's administrative support includes processing public records requests, EFI shall coordinate with such entity in timely notifying DEO of the nature and extent of the request and responding to the request, in a manner not inconsistent with EFI's responsibilities set forth herein.

- 17. GOVERNING LAW:** This Agreement is executed and entered into 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. Without limiting other provisions of this Agreement, including but without limitation, Article 20, *Dispute Resolution*, the exclusive venue of any legal or equitable action that arises out of or related to the Agreement shall be the appropriate court in Leon County, Florida; in any such action, the Parties hereby expressly waive any right to jury trial to the fullest extent permitted by law. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement.
- 18. STRICT COMPLIANCE:** EFI agrees that all acts to be performed by it in connection with this Agreement must be performed in strict conformity with all local, State, and federal laws and regulations.
- 19. DEFAULTS, SANCTIONS, AND REMEDIES:**
- a. IF EFI Fails to comply with any of the terms of this Agreement or accompanying attachments hereto, DEO may exercise any remedies available at law or in equity, including but without limitation, the right (i) to impose sanctions as Financial Consequences, as described in Attachment III, Sanctions, (ii) impose Financial Consequences which withhold and pro-rate or reduce payments as provided in Attachment I, Scope of Work, (iii) withhold portions or all of Quarter 3 and Quarter 4 payments as described in Attachment VI, Payment Schedule, or (iiii) terminate this Agreement in accordance with the terms hereof.
 - b. Except as otherwise provided herein, if EFI defaults in the performance of any duty, obligation, covenant, or agreement imposed on it or made by it in this Agreement, this Agreement's Attachments hereto, or by law, then DEO may provide a notice of the default to EFI. EFI shall have 30 calendar days following the date of the notice of default, either to cure the default, or to demonstrate to the satisfaction of DEO that corrective action has been taken and will likely result in curing the default within a period of time that DEO agrees is reasonable. If EFI fails to cure the default within the timeframe established above, whether immediately or otherwise or make such demonstration to the satisfaction of DEO, DEO may exercise any remedy available to it under the law or in equity, including, without limitation the right to terminate this Agreement, or withhold all or any portion of payment(s) to EFI until such time as DEO determines, in DEO's sole discretion, that the default has been cured. For avoidance of doubt, EFI's failure to comply with any applicable statutory or legal requirement, including but not limited to, the match requirement of section 288.904(2), F.S., the transparency requirements of sections 288.903(7), 288.904(6) F.S., the per diem and travel expense provisions of section 112.061, F.S., as more specifically set forth in sections 288.901, 288.903, 288.904, and 288.905, F.S., the prohibition against the creation or establishment of any unauthorized entity, corporation, or direct-support organization as outlined in section 288.903(8), F.S., the public compensation requirements of section 288.905(4), F.S., the lodging requirements of section 288.905(5), F.S., the salary restrictions of section 288.905, F.S., and use of funds requirements of section 288.905(6), F.S. as solely determined by DEO, is a default in the performance of this Agreement as contemplated by this Article.
 - c. Except as otherwise provided herein or required by law, following the termination of this Agreement, all funds which as of the date of termination DEO previously provided to EFI but are not yet expended by EFI, shall revert to the State of Florida General Revenue Fund. Except as otherwise provided herein or required by law, the requirement for the return of and method of repayment of any such unexpended funds shall be at the sole and absolute discretion of DEO.
 - d. EFI shall make any payments or refunds to DEO under this Agreement as follows: (a) when EFI, its independent auditor or agent, discovers an overpayment due to unearned or disallowed expenditures, EFI shall automatically pay to DEO such any overpayment with non-State funds, no

later than 40 calendar days after each such overpayment; or (b) when DEO first discovers an overpayment, imposes a sanction, financial consequence or other such financial remedy available pursuant to this Agreement or by law, DEO shall notify EFI in writing, and EFI shall pay to DEO each such payments with non-State funds no later than 40 calendar days after receiving DEO's notification. Payments should be sent to DEO's Agreement Manager and made payable to the "Department of Economic Opportunity." Should payment not be made in a timely manner, DEO shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning 40 calendar days after the date of notification or discovery.

- e. EFI further agrees that any profits, proceeds, program income or similar additional monies received, created or earned by EFI or its subrecipient, but not subcontractor vendor(s), from the use of State funds from this Agreement must be reported to DEO and used for activities allowable pursuant to this Agreement and State law as pre-authorized by DEO in writing.

20. DISPUTE RESOLUTION: The Parties agree they will seek to resolve any disputes between them regarding their responsibilities as soon as possible and at the lowest level reasonable, in order to conserve the resources of the Parties. The Parties further agree to use their best efforts to assure speedy and non- confrontational resolution of any and all disputes between them. If informal efforts are unsuccessful, the Parties agree to engage a mutually accepted Florida Supreme Court Certified Circuit Court volunteer mediator to assist them in resolving any outstanding issues. If, within a reasonable time after engaging a mutually accepted volunteer mediator, the Parties are unable to resolve any outstanding issues, the Parties agree that formal resolution, including but not limited to any remedies available at law or in equity may be sought. This Article is subject and subordinate to, and shall not be construed as a limitation on, any other provisions herein, including, but not limited to Article 12, *Indemnification*, or Article 19, *Defaults, Sanctions and Remedies*.

21. SEVERABILITY: If any term or provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then such term or provision shall be severed from this Agreement. This Agreement and the rights and obligations of the Parties shall be construed as if this Agreement did not contain such severed term or provision, and this Agreement otherwise shall remain in full force and effect.

22. PRESERVATION OF REMEDIES: No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default under this Agreement will impair any such right, power, or remedy of either Party, nor will such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

23. DISCRIMINATORY VENDOR: EFI shall disclose to DEO if it or any of its affiliates, as defined by section 287.134(1)(a.), F.S., appears on 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. EFI affirms that it is aware of the provisions of section 287.134(2) (a), F.S., and that at no time has EFI or its affiliates been placed on the Discriminatory Vendor List. EFI further agrees that it shall not violate such law. EFI shall insert a provision in accordance with this Article, in all subcontracts for services in relation to this Agreement.

- 24. NON-DISCRIMINATION:** EFI shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, race, sex, creed, color, handicap, national origin, or marital status. EFI shall insert a provision in accordance with this Article, in all subcontracts for services in relation to this Agreement.
- 25. HARASSMENT-FREE WORKPLACE:** EFI affirms that it is aware of the provisions of section 287.133(2) (a), F.S., and that at no time has EFI been convicted of a Public Entity Crime. EFI agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement in accordance with section 287.133(4), F.S. EFI shall disclose to DEO if or any of its affiliates, as defined in section 287.133(1)(a), F.S., 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. EFI shall insert a provision in accordance with this Article in all contracts for services in relation to this Agreement.
- 26. EMPLOYMENT ELIGIBILITY VERIFICATION:** Section 448.095, F.S., the State of Florida requires EFI to 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 EFI does not use E-Verify, EFI 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.
- 27. LOBBYING:**
- a. EFI shall not use any State financial assistance, as defined in section 215.971, F.S., received pursuant to this Agreement, for lobbying the Legislature, the judicial branch, or any State agency unless such lobbying is conducted according to section 11.062(2), F.S. This does not prohibit EFI from using funds pursuant to this Agreement to pay for salaries, travel expenses, and per diem of its full-time employees who may be required to register as lobbyists and represent EFI before the state legislative or executive branches. Pursuant to section 11.062, F.S., EFI shall insert a provision in accordance with this Article in its subcontracts for services in relation to this Agreement, to the extent that State financial assistance is received by such contractors pursuant to those subcontracts, and only to the extent of such State financial assistance.
 - b. EFI will notify DEO in writing within 24 hours of any request for testimony or EFI's participation in Congressional, Legislative, and other State or federal hearings.
 - c. Upon discovery, EFI shall report all known or suspected instances of EFI's, or EFI's agent's, contractor's, or employee's, operational fraud or criminal activities to DEO in writing within 24 hours of EFI's discovery of such instance(s).

- 28. ATTORNEY FEES:** Unless authorized by law and agreed to in writing by DEO, DEO shall not be liable to pay attorney fees, interest, or cost of collection in conjunction with this Agreement.
- 29. ASSIGNMENTS:** Except as otherwise provided in this Agreement, neither party may assign, delegate, nor otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any assignment, delegation, or transfer in violation of this Article is void ab initio. EFI hereby agree that it shall remain responsible for all work performed and all expenses incurred in connection with this Agreement, regardless of an assignment, delegation, or transfer.
- 30. AGREEMENT MANAGERS AND DEO CONTACT:** If any of the information provided in this section changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to the Agreement. The following Agreement Managers are appointed by the Parties to facilitate the terms of this Agreement.

EFI's Agreement Manager:	DEO's Agreement Manager:	DEO Contact:
Justin McGath	Steve Weiland	Cory Strickland
800 N. Magnolia Avenue, Suite 1100	107 East Madison Street, MSC 80	107 East Madison Street, MSC 80
407-956-5640	850-717-8984	850-717-8984
jmcgath@enterprise-florida.com	Cory.Strickland@DEO.MyFlorida.com	Cory.Strickland@DEO.MyFlorida.com

- 31. NOTICES:** The contact information provided in accordance with Article 30, *Agreement Managers*, shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be effective when received by the other party's Agreement Manager. Written notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt; (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt. If EFI becomes certain that it will be unable to make use of a material sum of the funds appropriated, EFI shall provide written notice of such to DEO within 10 working days of EFI's discovery of the shortfall.
- 32. AMENDMENT AND MODIFICATION:** 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 becomes effective as of the last date signed by the necessary Parties or such date as the Parties may agree therein.
- 33. ATTACHMENTS:** Attached to and made a part of this Agreement are the following Attachments; each of which are incorporated into and are an integral part of this Agreement:

Attachment I	Scope of Work
Attachment II	Reports
Attachment III	Sanctions
Attachment IV	Audit Requirements
Attachment V	Audit Compliance Certification
Attachment VI	Payment
Attachment VII	Transparency

- 34. VENDORS ON SCRUTINIZED COMPANIES LIST:** By executing this Agreement, EFI certified 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., DEO may immediately terminate this Agreement for cause if EFI is found to have submitted a false certification as to the above or if EFI 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 DEO determines that EFI has submitted a false certification, DEO will provide written notice to EFI. Unless EFI demonstrates in writing, within 90 calendar days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against EFI. If DEO'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 EFI, and EFI will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of DEO's determination of false certification by EFI. 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. EFI shall insert a provision in accordance with this Article in all subcontracts for services in relation to this Agreement.
- 35. TIME IS OF THE ESSENCE:** Time is of the essence regarding the performance obligations set forth in this Agreement. Deadlines for performance for EFI's obligation to timely complete deliverables and submit reports, information and documentation, contained herein, specifically, Attachments I and II, shall be strictly construed.
- 36. EXECUTION IN COUNTERPARTS:** This Agreement may be executed in one or more counterparts, any one of which need not contain the signature of more than one Party, but all counterparts taken together will constitute one and the same instrument.
- 37. AUTHORITY OF EFI'S SIGNATURE:** Upon execution, EFI shall return the executed copies of this Agreement in accordance with the instructions DEO provided along with documentation confirming and certifying that the below signatory has authority to bind EFI to this Agreement as of the date of execution. Such documentation may be in the form of a legal opinion from EFI's attorney, EFI's Certificate of Status, EFI's resolutions or bylaws specifically authorizing the below signatory to execute this Agreement, EFI's certificates of incumbency, and any other reliable documentation demonstrating such authority, which shall be incorporated by reference into this Agreement. DEO may, at its sole and absolute discretion, request additional documentation related to the below signatory's authority to bind EFI to this Agreement.
- 38. Entire Agreement; Waiver:** This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, negotiations, understandings or agreements, either verbal or written, between the Parties. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No

failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

39. SECTION 288.904(6)(B), Fla. Stat., REQUIRED TERMS:

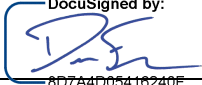
- a. DEO and EFI are entering into this Agreement pursuant to sections 288.901(3) and 288.904, F.S., to make the appropriated funds available to EFI pursuant to certain funding requirements and to appropriate oversight.
- b. The specific performance standards and responsibilities for the Parties under this Agreement are fully laid out in Attachment I, Scope of Work.
- c. Not applicable.
- d. The value of the services provided can be found in Attachment VI to Agreement.
- e. All projected travel and entertainment expenses for employees and board members related to this Agreement will be made in accordance with section 112.061, Florida Statutes.

- Remainder of page left intentionally blank -

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in all attachments hereto, the Parties, through their duly authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

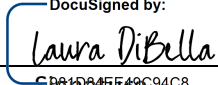
DEPARTMENT OF ECONOMIC OPPORTUNITY

ENTERPRISE FLORIDA

By  DocuSigned by:
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Signature

Title **Dane Eagle**
Secretary

Date **11/28/2022**

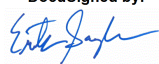
By  DocuSigned by:
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Signature

Title **Laura DiBella**
Deputy Secretary of Commerce

Date **11/15/2022**

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY**

By:  DocuSigned by:
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Approved Date: **11/15/2022**

**ATTACHMENT I
SCOPE OF WORK**

I. PROGRAM OVERVIEW: EFI, established through section 288.901, F.S., shall act as the economic development organization for the state, utilizing private and public sector expertise in collaboration with DEO. EFI's mission is to promote Florida as a premier business destination to a targeted audience of corporate decision makers and site selectors by offering a wide range of services and information to assist new and relocating international and domestic businesses. EFI collaborates with DEO to facilitate and increase private sector investment; international and domestic trade opportunities; promote the State as a pro-business location and an unparalleled tourist destination; promote Florida's amateur and professional sporting teams and events; ensuring that Florida is in a military competitive position via the Florida Defense Alliance, an organization within EFI (section 288.980, F.S.); and preserve, protect, and enhance Florida's military missions, installations, and host communities through the Florida Defense Support Task Force, an organization within EFI (section 288.987, F.S.).

The funding for this 2022-2023 Fiscal Year Agreement is specified in Laws of Florida, General Appropriations Act, Chapter 2022-156, line 2300, as follows: **Seven Million Dollars and Zero Cents (\$7,000,000)** from the State Economic Enhancement and Development Trust Fund ("SEED") and **Five Million Dollars and Zero Cents (\$5,000,000)** from the Florida International Trade and Promotion Trust Fund, for a total appropriation of **Twelve Million Dollars and Zero Cents (\$12,000,000)**. From the funds appropriated from the Florida International Trade and Promotion Trust Funds, EFI agrees to allocate for international programs, to maintain Florida's international offices, and to continue the Florida Export Diversification and Expansion Programs. This appropriation is to be utilized specifically for operational purposes and to maintain EFI's offices, but excluding expenditures on any incentive tools or programs.

II. RESPONSIBILITIES AND OBLIGATIONS OF EFI:

- A.** EFI's core mission is to expand and diversify Florida's economy through job creation. In furtherance of this, EFI's specific tasks include:
- 1. Recruit and hire staff for functions aligned with EFI's core mission:** Staff positions shall have written job descriptions which identify the unique characteristics and requirements of each particular position. Pursuant to section 288.905, F.S., no employee of EFI including an officer or agent, the president, or the chief executive officer, may receive public compensation for employment that exceeds the salary and benefits authorized to be paid to the Governor. Any public payments of performance bonuses or severance pay to employees are prohibited unless specifically authorized by law.
 - 2. Work closely with DEO and DEO's partners in expanding economic opportunity in Florida:**
 - a.** The President of EFI, or a senior level officer designee, shall participate in all strategy meetings convened by DEO in order to increase the communication between DEO, EFI and other partners, and to improve the efficiency of economic development projects.
 - b.** EFI shall assist DEO with the development in updating the long-range strategic business blueprint (Statewide Strategic Plan) for economic development pursuant to section 20.60, F.S.
 - c.** EFI shall independently seek opportunities for joint undertaking of projects with one or more of DEO's partners.
 - d.** EFI shall collaborate with DEO in the creation of the annual reports required pursuant to sections 20.60 and 288.907, F.S., which summarize the conditions of the business climate and economic development in the state.

- e. EFI shall provide for a third-party, independent evaluator to conduct customer satisfaction surveys of each of the businesses' satisfaction with EFI's efforts in implementing and supporting Florida's process for business expansion, retention, and site location. EFI will contract for a survey methodology and instrumentation designed to produce products with response rates that minimize measurement error and provide for minimum substantively significant effect sizes.
- 3. Joint EFI and DEO Business Development Incentive Programs:** EFI shall collaborate with DEO in implementing the programs listed herein:
- a. **Semiconductor, Defense, and Space Exemptions for Machinery Equipment:** EFI shall prepare program information and make the information about the program available to appropriate businesses in the referenced sectors; assist businesses with the application process; review and evaluate new exemption applications pursuant to section 212.08(5)(j), F.S., and the guidelines agreed to between DEO and EFI, from time to time.
 - b. **High-Impact Performance Incentives (HIPI):** EFI shall initiate the process of selecting new high-impact sectors, prepare studies of proposed sectors, form sector business networks, and take such studies and the recommendations of the business networks to a meeting as required in section 288.108, F.S., and to the Board of Directors of EFI, and if recommended by the Board of Directors, present the study and related information to DEO in accordance with section 288.108(6)(c), F.S. In addition, EFI, in close consultation with DEO, shall make current information about the program available to Florida businesses and to Florida communities; assist businesses with the application process; review and evaluate new HIPI applications pursuant to section 288.061, F.S.
 - c. **Qualified Defense Contractor Program (QDC):** EFI shall assist businesses with existing QDC tax refund agreements in accordance with each agreement's terms.
 - d. **Expedited Permitting (EP):** EFI will make information about the EP program available to businesses and local economic development organizations and may recommend projects as provided in section 403.973, F.S.
 - e. **Capital Investment Tax Credit (CITC):** EFI shall prepare current information for DEO's approval and make information about the program available to Florida businesses and to Florida communities: in cooperation with Florida communities, assist businesses requiring CITC approval to make substantial capital investment and create jobs in Florida; review and evaluate new CITC applications pursuant to section 288.061, F.S.; and make recommendations to DEO in accordance with section 220.191, F.S., and the guidelines agreed between DEO and EFI.
 - f. **Rural Infrastructure Fund (RIF):** In accordance with sections 28.0655 and 288.061, F.S., EFI shall consult in the review and evaluation of the RIF applications and, in doing so, shall consider the economic benefit of the project applications and their long-term viability consistent with program guidelines. After review and evaluation, EFI may make recommendations to DEO as to which applications are optimal for funding. EFI shall, in conjunction with VISIT FLORIDA, prepare current information about the program and make the information available to eligible rural communities and organizations.
 - g. **Rural Community Development Revolving Loan Fund:** In accordance with section 288.065, F.S., EFI shall make information about this loan program available to eligible rural counties, cities, and organizations.
 - h. **Local Manufacturing Development Programs:** In accordance with section 288.111, F.S., EFI shall distribute materials, developed by DEO, that identify each local government that establishes a local manufacturing development program under section 163.3252, F.S., to

prospective, new, expanding, and relocating businesses seeking to conduct business in this State.

4. Florida Defense Alliance, Defense Infrastructure Grants, Defense Reinvestment Grants, and Military Base Protection Support: In its mission to further the Florida Defense Alliance, EFI shall maintain and enhance the position and reputation of Florida as the most military-friendly state in the nation and support local efforts to enhance the value of military installations by leading the Florida Defense Alliance and assisting DEO and grantees with the Military Base Protection Program as follows:

- a. EFI shall convene, administer, and report on the results of the meetings of the Florida Defense Alliance in its efforts to ensure that Florida, its resident military bases and missions, and its military host communities are in competitive positions as the United States continues its defense realignment and downsizing.

5. Return and Reporting of Interest Income:

- a. **Interest on Advance Funds:** EFI shall deposit and invest any and all funds advanced by DEO for payments in an independent and separate interest-bearing account(s), until funds advanced have been totally expended in accordance with the terms of this Agreement. EFI shall provide DEO the account number(s) of all such accounts and shall also provide all other information regarding the account(s) as DEO requests. EFI may either:
 - i. Return to DEO all interest income derived from advanced funds held in the interest-bearing account, within 15 days of the close of each quarter, based on fiscal year quarters, less the bank analysis fee. EFI shall remit such amounts in the form of checks payable to DEO, and mail to DEO at the address provided in Article 1 of the Agreement, Attention: Division of Strategic Business Development. The payments shall be accompanied by (i) a statement that identifies this Agreement's number (identified above in the introduction to this Agreement), the amount of interest earned by the deposits, the name of the depository(ies), and interest rate(s) and (ii) copies of all bank or investment statements and computational worksheets. EFI shall also provide DEO's Agreement Manager with copies of all correspondence, checks, reports, and other materials submitted to DEO pursuant to this Paragraph.
 - ii. Keep and use interest income derived from advance funds held in the interest-bearing account for program and administrative purposes and consistent with the laws, rules, and policies of the State of Florida, including, but not limited to: the Reference Guide for State Expenditures. If EFI elects to use the interest income for program and administrative purposes, then EFI shall report on such use in the manner prescribed in Attachment II, Reports.
- b. **Quick Action Closing and Innovation Incentive Fund, Escrow Accounts:** In order to comply with the provision under Line Item #2295 of Chapter 2022-156, Laws of Florida, that states DEO must provide to the Governor's Office of Policy and Budget, the chair of the Senate Appropriations Committee, and the chair of the House Appropriations Committee regarding all escrow activity and the repayment of any interest to the appropriate fund in the State treasury, EFI shall provide monthly updates to such information to DEO within 5 business days after the end of each month. Such report must include information regarding any funds and interest earnings returned to the appropriate fund in the State treasury, and the anticipated payment date(s) of all funds held in escrow.

- B. EFI shall promote and market a state’s business brand to attract investment in Florida’s economy.**
1. EFI shall continue to promote its business brand marketing to help attract, develop, and retain business in the state.
 2. EFI shall provide a professional and use-friendly website to continue to ensure effective marketing of the state advertising campaign, which relies on search engine optimization, internet search analytics, print, and public relations components.
 3. EFI shall continue to market the state’s information technology sector, and other key business sectors identified for targeting by EFI for sector-specific promotion.
- C. EFI shall advance international and domestic trade opportunities for Florida-based companies and actively promote foreign direct investment in the state:**
1. EFI shall assist Florida-based businesses in the international trade market by offering counselling advice and support in export trade and international marketing.
 2. EFI shall organize and execute overseas trade missions and shows.
 3. EFI shall secure representation for, and maintain a network of offices in, key international markets.
- D. VISIT FLORIDA:**
1. EFI shall contract with the Florida Tourism Industry Marketing Corporation, a direct-support organization established in section 288.1226, F.S., (“VISIT FLORIDA”) to execute tourism promotion and marketing services, functions, and programs for the state, including, but not limited to, the activities prescribed by the 4-year marketing plan pursuant to section 288.923(3), F.S. EFI’s Division of Tourism Marketing shall assist to maintain and implement the contract and perform duties required by section 288.1226(4), F.S. The contract shall be known as the “Operating Agreement.” Employees of VISIT FLORIDA, and not employees of any State agency, shall perform support and supervision. EFI shall provide DEO with a copy of the Operating Agreement when amended, revised, extended or updated.
 2. Pursuant to section 288.12265, F.S., EFI is responsible for the operation of all Welcome Centers. EFI shall enter into an Operating Agreement with VISIT FLORIDA to employ all welcome center staff. Pursuant to the Operating Agreement with VISIT FLORIDA, VISIT FLORIDA shall employ all Welcome Center staff and continue the selection, display, and distribution of tourism information through the Florida Welcome Centers, including the Capitol Welcome Center. EFI agrees and acknowledges that all funds received by VISIT FLORIDA, as the result of the staffing of Centers shall be separately accounted for, deposited in appropriate accounts for VISIT FLORIDA, and used exclusively for the Welcome Center functions and operations in accordance with the 4-year marketing plan.
- E.** EFI shall provide DEO with all materials provided to EFI’s Board of Directors simultaneously with providing the information to the EFI Board members or the public, whichever occurs first. Examples of such material include but are not limited to: announcements, agendas, and board meetings materials in relation to Board of Directors, Executive Board of Directors, and Committee meetings. DEO’s Agreement Manager will provide EFI with a list of DEO staff to whom all such materials must be provided.
- F.** EFI shall fully comply with all provisions of 288.904(6), F.S., including those requiring the posting of contracts and expenditure information online. EFI acknowledges that DEO has the right to monitor for compliance with these requirements and agrees to cooperate with DEO and respond

to all reasonable requests for documentation evidencing such compliance. DEO reserves all rights herein, including but not limited to, Articles 21 and 22 in connection this requirement.

- G.** EFI shall publish on its website those items required to be posted by section 288.904(6), F.S.
- H.** State appropriations provided herein for EFI operations must be matched 100 percent by private sector support, pursuant to section 288.904(2), F.S. Pursuant to section 288.904(2)(c), F.S., if EFI fails to meet the one-to-one match requirement of section 288.904, F.S., EFI shall revert all unmatched public contributions to the state treasury as of June 30 of the fiscal year.
- I.** EFI shall ensure that an independent third party evaluates and validates the value of EFI’s match contributions under section 288.904(2)(a), F.S., no less than every three years from July 1, 2018.
- J.** EFI agrees to update EFI’s website with the information required by statute and herein at a minimum of at least once each fiscal quarter. EFI’s website must comply with section 288.904(6)(e), F.S., and have sufficient standard industry security measures as to avoid public tampering with all information on the website.
- K.** EFI understands and will comply with the requirements of sections 20.055(5), 288.906, F.S., including but not necessarily limited to, the duty of EFI and any of EFI’s subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.
- L.** EFI agrees to comply with all applicable laws and regulations regarding State-owned property, as “property” is defined in section 273.02, F.S., including the proper accounting, inventorying and disposition of thereof.
- M.** If applicable, EFI shall deposit and invest the **Three Million Dollars and Zero Cents (\$3,000,000)** advance in an independent and separate interest-bearing account(s), until funds advanced have been totally expended in accordance with the terms of this Agreement. The interest shall be returned to DEO on a quarterly basis until all advance funds have been totally expended.

III. DEO’S RESPONSIBILITIES: DEO shall monitor EFI’s progress and compliance with the terms of this Agreement, review EFI’s reports, and process payments to EFI.

IV. DELIVERABLES: EFI shall perform the following services as specified in the tables below in accordance with Article 2 of this Attachment I, Scope of Work.

Deliverable 1: Operations	Minimum Level of Service	Financial Consequences
EFI shall be paid \$1,750,000 each Quarter to assist businesses for the purpose of economic development and job creation, foster relationships with and engage and support strategic business partnerships throughout the state, engage with Florida business leaders through its Board of Directors,	a. Close 1 business development project quarterly with an annual total of 16 projects, as evidenced by an Established Project Packet including: 1) An Established Project Form indicating reason for establishment, number of jobs created, date of establishment, and signed by the project manager; and	Failure to meet the Minimum Level of Service for any of the criteria described in items a– f, will reduce the final deliverable payment by the following amount(s), for the Fiscal Year: a. A <u>\$27,632</u> financial consequence shall be assessed if there is a failure

<p>and support and enhance Florida’s Military and Defense enterprises in accordance with Article 2.A. & B. of this Attachment I, Scope of Work.</p>	<p>2) Documentation to support reason for establishment as indicated on the Project Establishment Checklist or other documentation approved by DEO;</p> <p>b. Open 10 new business development projects each quarter as evidenced by a spreadsheet disclosure of non-confidential information or other documentation deemed appropriate by DEO; project spreadsheet must be certified by C Level Executive. EFI will complete 80 new business development projects by the end of the agreement period</p> <p>c. Participate, collaborate in or sponsor at least 1 economic development event each quarter that includes the participation of three primary economic development partners as evidenced by an end of event summary that includes event purpose, participation and results. Participation may be by in-person, virtual, or telephone conference;</p> <p>d. Hold one meeting of EFI’s Board of Directors each quarter (in person, virtually, or via teleconference), as evidenced by meeting agenda and draft minutes;</p> <p>e. Hold one meeting or working group meeting of the Florida Defense Alliance each quarter, either in person virtually or via telephone, as evidenced the meeting agenda and the meeting minutes, and documentation of attendees including call-ins;</p> <p>f. Provide quarterly marketing</p>	<p>to close 1 project under 16 total not closed during the Quarter. Failure to close a total of 16 projects by June 30, 2023 will reduce the 4th Quarter payment by \$27,632 for each project missing under 16 total;</p> <p>b. A <u>\$27,632</u> financial consequence shall be assessed for each project under 10 total not opened during the Quarter. Failure to close a total of 80 new development projects by June 30, 2023 will result in a reduction of the 4th Quarter payment by \$27,632 for each missing project under the 80 total;</p> <p>c. A <u>\$27,632</u> financial consequence shall be assessed if EFI fails to participate, collaborate in or sponsor 1 economic development events during the Quarter.</p> <p>d. A <u>\$27,632</u> financial consequence shall be assessed if a board meeting is not held. This shall not apply if the meeting was canceled due to a Covid-19 related disruption or outbreak. Documentation must be provided showing the reasons for cancellation, including cancellation notice or email, copies of health notices executive orders, or refund payments;</p> <p>e. A <u>\$27,632</u> financial consequence shall be assessed if a meeting is not</p>
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	<p>report documenting marketing activities. Including:</p> <ol style="list-style-type: none"> 1) Social Media Activity 2) Digital/Broadcast Marketing Activity 3) Media Buys during the quarter 	<p>held. This shall not apply if the meeting was canceled due to a Covid-19 related disruption or outbreak. Documentation must be provided showing the reasons for cancellation, including cancellation notice or email, copies of health notices executive orders, or refund payments;</p> <p>f. A \$<u>27,632</u> financial consequent shall be assessed quarterly if a marketing report is not provided.</p>
DELIVERABLE NO. 1 NOT TO EXCEED PER QUARTER: \$1,750,000		

Deliverable 2: International Trade and Development	Minimum Level of Service	Financial Consequences
<p>EFI shall be paid \$1,250,000 each Quarter to expand and strengthen Florida’s economy though international trade and business development, in accordance with Article 2.C., of this Attachment I, Scope of Work</p>	<ol style="list-style-type: none"> a. EFI shall maintain and support at least five international trade offices in strategic global markets as evidenced by consultant agreements, including any new agreements executed during the quarter, and an office-specific performance report for each of the five offices. b. EFI shall award 10 international trade development grants each quarter to assist Florida businesses entering, expanding or diversifying into foreign markets as evidenced by the Grant Approval Notification. c. EFI shall participate, collaborate in or sponsor 1 international trade event (trade show or trade mission virtual or in person) each quarter, with an annual total of 4 events, as evidenced by an end of event report including a list of attendees; a summary of the purpose of the event and the goals achieved, and an invoice for trade show space/booth, if applicable. 	<p>Failure to meet the Minimum Level of Service for any of the criteria described in items a. – c. by June 30, 2023, will reduce the final deliverable payment by the following amount(s), for Fiscal Year:</p> <ol style="list-style-type: none"> a. A \$75,000 financial consequence shall be assessed should EFI fail to maintain and support at least five international trade offices during the Fiscal Year. b. A \$38,068 financial consequence shall be assessed should EFI fail to award 10 international trade grants during the Quarter. c. A \$25,551 financial consequence shall be assessed for failure to participate in and produce the report for at least one international event each quarter. The EFI shall participate in a total of 4 international trade events by the end of the agreement period. This shall not apply if the event was canceled due to a Covid-19 related disruption or outbreak. Documentation must be provided showing the reasons for cancellation, including cancellation

		notice or email, copies of health notices executive orders, registration documents, or refund payments.
DELIVERABLE NO. 2 NOT TO EXCEED PER QUARTER: \$1,250,000		

V. INVOICE SUBMITTAL AND PAYMENT SCHEDULE:

- A.** DEO agrees to disburse funds under this Agreement in accordance with the following schedule in the amount identified per deliverable in Article 4 above. The Deliverable amount specified does not establish the value of the Deliverable. EFI may expend funds only for allowable costs resulting from obligations incurred during the term of this Agreement.
- B.** All invoices shall denote the cost being claimed and the time period for which those costs are being claimed. The invoice for Quarter 1, Advance Payment, (if applicable) shall include a summary of what the costs are being requested for, and all other invoices shall include a summary of the accomplishments for the deliverables claimed on that invoice. However, the final invoice for payment must be received by DEO no later than 60 calendar days after the Agreement ends or is terminated.
1. The following documents shall be submitted with each invoice package: Quarters 1 – 3 shall include a cover letter signed by EFI’s Agreement Manager, or by an Officer of EFI, certifying that the costs being claimed in the invoice package are specifically for the projects represented to the state in the budget appropriations, including a certified statement for the projects that quarterly invoice package has been completed as specified in the Minimum Performance Standards column for that quarter under Article 4 of this agreement.
 2. Quarter 4 shall include a cover letter signed by EFI’s Agreement Manager certifying that the costs being claimed in the invoice package are specifically for the projects represented to the state in the budget appropriations, including a certified statement for the projects that quarterly invoice package has been completed as specified in the Minimum Level of Service column for that quarter under Article 4 of this Attachment, and a spreadsheet presenting the projected budget versus the actual budget.
 3. DEO may request any other information from EFI that may be reasonably necessary to verify that the services have been rendered under the Agreement.

VI. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete all deliverables in accordance with the requirements of this Agreement, and in particular, as specified above in Article 4, Deliverables, shall result in assessment by DEO of the specified financial consequences. If the Parties agree to a corrective action plan, the plan shall specify the applicable financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect DEO’s right to terminate the Agreement as provided elsewhere in the Agreement.

VII. NOTIFICATION OF INSTANCES OF FRAUD: Instances of EFI operational fraud or criminal activities shall be reported to DEO’s Agreement Manager within 24 hours.

VIII. EFI’S RESPONSIBILITIES UPON TERMINATION: If DEO issues a Notice of Termination to EFI, except as otherwise specified by DEO in that notice, the EFI shall:

- A.** Stop work under this Agreement on the date and to the extent specified in the notice.

- B.** Complete performance of such part of the work as shall not have been terminated by DEO.
 - C.** Take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of EFI and in which DEO has or may acquire an interest.
 - D.** Upon the effective date of termination of this Agreement, EFI shall transfer, assign, and make available to DEO all property and materials belonging to DEO. No extra compensation shall be paid to EFI for its services in connection with such transfer or assignment.
- IX. NON-DISCRIMINATION:** EFI shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. EFI shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

-End of Attachment I-

**ATTACHMENT II
REPORTS**

The following reports shall be submitted to DEO as specified below. The submission of these reports shall not be the basis for payment under this Agreement except as otherwise specifically provided herein. Additionally, except as otherwise specifically provided herein, failure to submit the required reports shall result in financial sanctions as specified in Attachment III, *Sanctions*, of the Agreement.

- I. QUARTERLY REPORTING AND PERFORMANCE TRACKING:** EFI shall report quarterly on its obligations under this Agreement as outlined below:
- A.** EFI shall monitor, track, and evaluate activities, accomplishments, and impacts of all responsibilities and programs it administers. All information shall be compiled and reported to DEO on a quarterly basis.
 - B.** In addition to the other reporting requirements set forth herein, DEO may request any other reports or documentation from EFI to demonstrate that EFI is meeting the transparency measures set forth in Attachment VII. DEO shall notify EFI of the minimum documentation required to satisfy DEO's request. EFI shall have 30 days after DEO's request to submit the requested documentation. DEO may request, as determined necessary by DEO in DEO's reasonable discretion, any additional information necessary to demonstrate that EFI is meeting its transparency obligations.
 - C.** A quarterly interest payment to DEO with the interest from, and the account statement(s) of, all independent and separate interest-bearing account(s) in which the advance of the State Economic Enhancement and Development Trust Fund appropriation (\$3,000,000) has been deposited and invested, in accordance with the terms of this Agreement. Once funds have been totally expended and no interest earned, EFI shall provide DEO with account statement(s) and a signed statement from EFI's Chief Financial Officer to that effect.
 - D.** Using a form provided by DEO, a report detailing expenditures with minority and service-disabled veteran businesses for each quarter. The report shall also include copies of invoices or a computer printout verifying the data reported. If no expenditures were made to such business, EFI shall submit the form marked "none". The report and required backup documentation shall be submitted to DEO with each quarterly reporting period submission.
 - E.** EFI shall provide quarterly reporting to DEO pursuant to the following schedule, if the due date falls on a weekend or holiday, quarterly reporting will be due the following business day:

Reporting Period:

Due Date:

Quarter 1: July 1-September 30	October 31
Quarter 2: October 1-December 31	January 31
Quarter 3: January 1-March 31	April 30
Quarter 4: April 1-June 30	August 30

- F. Quarterly Reports shall include:**
- i.** A list of contracts entered into which are necessary for the performance of EFI's functions and duties related to their core mission, with a brief description of each contract.
 - ii.** A current list of all members of EFI's Board of Directors.
 - iii.** A list of all committees, advisory groups, panels, and any other groups established to carry out EFI's core mission.

- iv. Disclosure of Private Funds secured as directed by section 288.904, Florida Statutes.
- v. A report detailing EFI's section 288.904(2)(c), F.S., match requirement methodology in accordance with the guidelines in section 288.904(2)(b), F.S., and the amount of such match contributions as of the end of reporting quarter.
- vi. A fiscal report comparison of the original budget, of state funds, submitted at the beginning of the fiscal year to the expenditures and obligations, by quarter and year-to-date, of the appropriated state funding relating to this Agreement.
- vii. A written certification, signed by an Officer of EFI, that all documentation submitted with the invoice package is true and correct and EFI is operating in conformity with all the requirements of this Agreement and all applicable laws and regulations.
- viii. A detailed accounting of interest earned on any advanced funds, and how that interest was expended.
- ix. Using a form provided by DEO, EFI shall report quarterly on its expenditures with minority and service-disabled veteran businesses. The report shall contain the names and addresses of the minority and service-disabled veteran businesses, the aggregate dollar figure disbursed that quarter for each business, the time period, type of goods or services, and the applicable code. If no expenditures were made to such businesses, EFI shall submit the form marked "none".
- x. Transparency related submittals as stated in Attachment VII, Transparency Measures.

II. ANNUAL REPORTING OBLIGATIONS: EFI shall report annually on its obligations under this Agreement, to DEO 30 days before the Report is statutorily due, as outlined below:

- A. EFI Annual Report:** Annually, **on or before November 30**, EFI shall prepare an annual report pursuant to section 288.906, F.S., and shall provide a copy to the Governor, President of the Senate, the Speaker of the House of Representatives, the Senate Minority Leader, the House Minority Leader, and the Executive Director of DEO. The individual annual reports prepared by each Division of EFI, shall be included as addenda. **The substantially complete annual report shall be due to DEO no later than November 9.** The report shall also include:
- i. The financial and compliance audit of accounts and records by an independent certified public accountant at the end of EFI's most recent fiscal year performed in accordance with rules adopted by the Auditor General, as required by section 288.906(1)(h), F.S.
 - ii. The results from a customer satisfaction survey of businesses served as required by section 288.906, F.S. The survey shall be conducted by an independent entity with expertise in survey research that is under contract with EFI to develop, analyze, and report the results.
 - iii. A report of the status of Small Business Technology Growth Program and the Annual Report prepared by the Florida Export Finance Corporation pursuant to section 288.7771.
 - iv. Annual reports of international offices as described in section 288.012, F.S.
 - v. A description of the operations and accomplishments of EFI and its divisions, boards, and councils or similar entities created by EFI and an identification of any major trends, initiatives, or developments affecting the performance of any program or activity. Individual annual reports for each division of EFI as defined in section 288.92, F.S. Each report shall detail the divisions activities during the previous fiscal year and include recommendations for improving current statutes related to the division's area of responsibility.
 - vi. An evaluation of progress toward achieving organizational goals and specific performance outcomes, both short-term and long-term, established pursuant to section 288.906 or with DEO.
 - vii. Methods for implementing and funding the operations of EFI, and its divisions, including the private sector support required under section 288.904, F.S.

- viii. A description of the operations and accomplishments of EFI and its divisions with respect to aggressively marketing Florida's rural communities and distressed urban communities as locations for potential new investment and job creation, aggressively assisting in the creation, retention, and expansion of existing businesses and job growth in these communities, and aggressively assisting these communities in the identification and development of new economic development opportunities.
 - ix. A description and evaluation of the operations and accomplishments of EFI and its divisions with respect to interaction with local and private economic development organizations, including the identification of each organization that is a primary partner and any specific programs or activities which promoted the activities of such organizations and an identification of any specific programs or activities that promoted a comprehensive and coordinated approach to economic development in the State.
 - x. An assessment of job creation that directly benefits participants in the welfare transition program or other programs designed to put long-term unemployed persons back to work.
- B. Internal Operating Procedures:** EFI shall keep up-to-date internal operating procedures pertaining to fiscal, personnel, purchasing, and contracting policies. EFI shall provide DEO with copies of its current procedures for the present fiscal year, annually, **on or before September 30**. EFI shall provide written certification that it remained in compliance with those procedures for the most recent fiscal year performed, annually, **on or before June 30**.
- C. 2022-2023 Detailed Operating Budget of State Funds under this Agreement:** Annually, **on or before August 1**, EFI shall develop and submit to DEO a detailed operating budget for the fiscal year, in sufficient detail to describe how the appropriations accounted for under this agreement are distributed according to their statutory purpose. This budget report shall include amounts to be expended on incentives, business recruitment, advertising, events, or other operating capital outlay, and salaries and benefits for each employee. **By August 15** of each fiscal year, DEO shall submit a proposed operating budget for EFI to the Governor, the President of the Senate, and the Speaker of the House of Representatives.
- D. Florida Strategic Plan for Economic Development:** Annually, **on or before August 15**, EFI shall provide a report of EFI's integration of the Florida Strategic Plan for Economic Development for the prior State fiscal year, utilizing a form provided by DEO. EFI shall list the specific strategies implemented; for each of the implemented strategies, EFI shall list specific measures used to monitor and track progress and for each of the implemented activities and measures, EFI shall provide data.
- E. Match Contribution Requirement:** Annually, **on or before June 30**, EFI shall provide DEO with a prospective accounting of it section 288.904(2), F.S., match contribution requirement, which may be supplemented until the accounting and final summary is provided. Annually, **on or before September 15**, EFI shall provide DEO with a full accounting and final summary of its 288.904(2), F.S., match requirement.
- F. DEO Annual Report:** EFI shall assist DEO with the development of DEO's annual report pursuant to section 20.60(10), F.S.
- G. Annual Incentives Report:** Annually, **on or before November 30**, EFI shall provide to DEO, EFI's portion of reporting on the Annual Incentives Report pursuant to section 288.907, F.S.
- H. Qualified Target Industry Report:** Annually, **on or before December 1**, EFI shall report to DEO updated information regarding target industries.
- I. IRS Form 990:** In accordance with EO 20-44, EFI shall submit an Annual Report, via SERA, including the most recent IRS Form 990, detailing the total compensation for EFI's executive leadership teams. Total compensation shall include salary, bonuses, cash-in-leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts, and any other payout. All

compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations. The annual report will be due to DEO 30 calendar days after the submittal of the 990 form to the IRS. EFI must inform DEO of any changes in total executive compensation between annual reports within 60 calendar days of the change.

- J. Annual Measures : Annually, on or before August 15, EFI shall provide to DEO, a final accounting of each performance measure for the prior fiscal year as required for inclusion in DEO’s Annual Report per s. 20.60(11), F.S.**

Annual Measures Per Section 20.60(11) F. S.		FY 2022-2023 Standards
1	BUSINESS DEVELOPMENT – Proposed Job Creation	
a. Total number of proposed jobs to be created by businesses assisted by Enterprise Florida		13,000
b. Number of proposed jobs to be created by businesses assisted by Enterprise Florida in rural communities (partial subset of a.)		300
c. Number of proposed jobs to be created by businesses assisted by Enterprise Florida by international businesses (partial subset of a.)		700
d. Number of proposed jobs to be created by businesses assisted by Enterprise Florida with incentives (partial subset of 1.a.) Incentives: QTI, CLOSE, HIPI, IIF, CITC, BROWN and RIF		3,000
2	INTERNATIONAL TRADE – International Trade Assistance	
a. Number of Florida based businesses assisted by Enterprise Florida for international trade		2,250
b. Number of companies with export sales attributable to activities conducted by Enterprise Florida (partial subset of 2.a.)		260
c. Satisfaction of businesses participating in international events. Measured by asking “Were your objectives met?”		85%
d. Number of events conducted by International Trade & Development		25%
3	MARKETING FLORIDA	
a. Web traffic to EFI’s website – enterpriseflorida.com – overall traffic in visits		350,000
b. Positive media hits		550
c. Total Social Media channel followers		30,000
d. Total media impressions (print, digital, broadcast, out of home)		65,000,000
4	MINORITY and/or SMALL BUSINESS, ENTREPRENEURSHIP, CAPITAL (MaSBEC)	
Investment in Small and/or Minority Business through financial assistance, venture capital and grants.		6
a. Number of businesses that received financial assistance		

-End of Attachment II-

ATTACHMENT III
SANCTIONS

Pursuant to section 215.971, F.S., DEO shall impose the following sanctions as Financial Consequences upon the occurrence of the following:

- I. Except as otherwise provided herein, should EFI fail to submit a report, documentation or information in its entirety by its due date as required by Attachment II of this Agreement, or should DEO reject a submittal as insufficient considering the clear requirements of Attachment II, upon written notice from DEO of the specific submittal failure, EFI shall submit the required report, information or documentation within 10 working days. DEO may, in its sole discretion, grant EFI a waiver or extension beyond the 10 working days for good cause shown. DEO shall have sole and absolute discretion over extensions and waivers of required reports.

- II. Except as otherwise provided herein, if DEO does not receive the report, documentation or information in accordance with the above paragraph, DEO will assess a Financial Consequence in the amount of \$500.00 for each day after the new submittal date or after DEO provides written notice to EFI of the rejection, until such time as the report, documentation or information is satisfactorily completed, as determined by DEO considering the clear requirements of Attachment II. However, total Financial Consequence for non-submittal or insufficient submittal of any report, documentation or information shall not exceed \$25,000, provided that EFI is making a good faith effort to produce the relevant report, documentation or information, or production of said report, documentation or information becomes objectively impossible.

–End of Attachment III–

**ATTACHMENT IV
AUDIT REQUIREMENTS**

The administration of resources awarded by DEO to the recipient (EFI) may be subject to audits and/or monitoring by DEO as described in this Attachment.

MONITORING: In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event the DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS:

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include federal

direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

a. DEO at each of the following addresses:

Electronic copies (preferred):
 Audit@deo.myflorida.com

or Paper (hard copy):
 Department Economic Opportunity
 MSC # 130, Caldwell Building
 107 East Madison Street
 Tallahassee, FL 32399-4126

b. The Auditor General's Office at the following address:

Auditor General
 Local Government Audits/342
 Claude Pepper Building, Room
 401 111 West Madison Street
 Tallahassee, Florida 32399-1450

The Auditor General’s website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package. PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit re-port is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

-End of Attachment IV-

EXHIBIT 1 to Attachment IV

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING: None

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS: N/A

Federal Program: N/A

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS: N/A

SUBJECT TO Section 215.97, Florida Statutes:

State Project

CSFA #	Line Item	Fund	Amount
40.040	2300	SEED TF	\$7,000,000
40.040	2300	International Trade & Promotion (ITP) TF	\$5,000,000
Total State Operating Investment			\$12,000,000

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Compliance requirements are identified in the Agreement.

NOTE: Title 2 CFR section 200.331, as revised and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

-End of Exhibit 1-

ATTACHMENT V
Audit Compliance Certification

Recipient Name: _____
FEIN: _____ Recipient's Fiscal Year: _____
Contact Person Name and Phone Number: _____
Contact Person Email Address: _____

1. Did Recipient expend State financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between **Recipient** and DEO of Economic Opportunity (DEO)? _____ Yes ___ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Recipient expend \$750,000 or more of State financial assistance (from DEO and all other sources of State financial assistance combined) during its fiscal year? _____ Yes _____ No

If yes, Recipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, F.S., and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Recipient expend federal awards, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Recipient and DEO? Yes No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Recipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? __ Yes _____ No

If yes, Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Recipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

ATTACHMENT VI
PAYMENT SCHEDULE

Funding shall be distributed in amounts up to but not to exceed the amounts shown in the Payment Schedule below, subject to the terms of this Agreement and applicable laws.

EFI Funding and Program Agreement FY 2022-2023			
CSFA #	Line Item	Fund	Amount
40.040	2300	SEED TF	\$7,000,000
40.040	2300	International Trade & Promotion (ITP) TF	\$5,000,000
Total State Operating Investment			\$12,000,000

Payment Schedule FY 2022-2023	
Quarter 1 ending September 30 (Advance payment)	Up to \$1,750,000 - SEEDTF Up to \$1,250,000 - FITPTF Quarter 1 Total: Up to \$3,000,000
Quarter 2 ending December 31	Up to \$1,750,000 - SEEDTF Up to \$1,250,000 - FITPTF Quarter 2 Total: Up to \$3,000,000
Quarter 3 ending March 31	Up to \$1,750,000 - SEEDTF Up to \$1,250,000 - FITPTF Quarter 3 Total: Up to \$3,000,000
Quarter 4 ending June 30	Up to \$1,750,000 - SEEDTF Up to \$1,250,000 - FITPTF Quarter 4 Total: Up to \$3,000,000
Total Payments	Up to but not to exceed \$12,000,000
SEEDTF: State Economic Enhancement & Development Trust Fund	\$7,000,000 – SEEDTF
FITPTF: Florida International Trade and Promotion Trust Fund	\$5,000,000 - FITPTF

If Enterprise Florida, Inc., fails to meet the one-to-one match requirements of section 288.904(2)(a), F.S., the corporation shall revert all unmatched public contributions to the state treasury by June 30 of each fiscal year.

-End of Attachment VI-

**ATTACHMENT VII
TRANSPARENCY MEASURES**

EFI shall provide the documentation specified in the Transparency Related Submittals. Any such deficiencies shall be resolved in accordance with Article 19, *Defaults, Sanctions, and Remedies* of this Agreement, the terms of this Agreement, and applicable law.

I. TRANSPARENCY RELATED DUTIES AND OBLIGATIONS:

A. Business Operations – Travel, Bans, and Other Requirements:

- i. EFI must comply with the following per diem and travel expense provisions, in keeping with section 112.061, F.S., as more specifically set forth in sections 288.901, 288.903, 288.904, and 288.905, F.S.:
 1. Board members are entitled to receive reimbursement for per diem and travel expenses pursuant to section 112.061, F.S. Such expenses must be paid out of funds of EFI.
 2. Lodging expenses for an employee of EFI may not exceed \$150 per day, excluding taxes, unless the corporation is participating in a negotiated group rate discount, or the corporation provides documentation of at least three comparable alternatives demonstrating that such lodging at the required rate is not available. However, an employee of the corporation may expend his or her own funds for any lodging expenses more than \$150 per day.
 3. EFI shall ensure that travel and expense reimbursements made to vendors are in accordance with a policy established by EFI. EFI's travel and expense policy must ensure that vendor reimbursements are made at the lowest possible cost necessary to ensure a reasonable level of service, comfort and security.

- ii. **Food, beverage, lodging, entertainment, or gift bans that EFI must comply with:**
 1. Funds stemming from this Agreement may not be expended for food, beverages, lodging, entertainment, or gifts for employees of the corporation, board members of the corporation, or employees of a tourist or economic development entity that receives revenue from a tax imposed pursuant to sections 125.0104, 125.0108, or 212.0305, F.S., unless authorized pursuant to section 112.061, F.S., or this section.
 2. An employee or board member of EFI may not accept or receive food, beverages, lodging, entertainment, or gifts from a tourist or economic development entity that receives revenue from a tax imposed pursuant to sections 125.0104, 125.0108, or 212.0305, F.S., or from any person, vendor, or other entity, doing business with the corporation unless such food, beverage, lodging, entertainment, or gift is available to similarly situated members of the public.

- iii. EFI shall ensure that it conducts annual public records training for its employees.

- iv. EFI shall ensure that it adopts an employee ethics code modeled after the provisions of Chapter 112, F.S., and shall name a Chief Ethics Office. The Officer shall be responsible for the periodic training of EFI staff and for maintaining the Ethics Code and for, which addresses:
 1. The acceptance of gifts;
 2. Self-dealing;
 3. A probation on unauthorized compensation;
 4. Conflicting employment or contractual relationships;
 5. Appropriate disclosure and use of information; and
 6. Nepotism

- v. To satisfy the periodic training requirements set forth herein, EFI shall deliver: (i) an attendance sheet detailing the names of EFI's personnel who attended; (ii) the date(s) of the training course(s); (iii) the name and subject matter covered in the training course(s); and (iv) copies of any handouts or curriculum material used in the training course(s).

- vi. EFI shall not create or establish any other entity, corporation, or direct-support organization, unless authorized by law.

B. Contract Requirements:

- i. EFI must submit all proposed contracts with a total cost of \$750,000 or more in accordance with the notice and review procedures of section 216.177.
 - 1. If the chair or vice chair of the Legislative Budget Commission, the President of the Senate, or the Speaker of the House of Representatives timely advises EFI in writing that such proposed contract is contrary to legislative policy and intent, EFI may not execute such proposed contract.
 - 2. EFI may not enter multiple related contracts to avoid the requirements of this paragraph.
 - 3. This requirement does not apply to contracts for the award of a statutorily authorized incentive program.
- ii. Any contract entered between EFI and any other public or private entity shall include:
 - 1. The purpose of the contract;
 - 2. The total cost of the contract;
 - 3. The name and contact information of all the Contract's project managers;
 - 4. When commercially reasonable, shall provide for payment only after EFI has verified that the deliverables were completed at the negotiated performance standard;
 - 5. Commercially reasonable safeguards against nonperformance and cancellation provisions;
 - 6. Specific performance standards and responsibilities for each entity;
 - 7. A detailed project or contract budget, if applicable;
 - 8. The value of any services provided; and
 - 9. The projected travel and entertainment expenses for employees and board members, if applicable.

C. Subcontract Requirements:

- i. EFI shall conduct a pre-contracting cost-benefit analysis and post-contract return on investment report for every mission-critical sub-contract of significant cost.
- ii. Any entity that in the previous fiscal year received more than 50 percent of its revenue from EFI, or a tax imposed pursuant to sections 125.0104, 125.0108, or 212.0305, and that partners with EFI in a program or other activity offered by or in conjunction with EFI shall report all public and private financial data to the corporation annually on July 1. The financial data shall include:
 - 1. The total amount of revenue received from public and private sources;
 - 2. The operating budget of the partner entity;
 - 3. Employee and board member salary and benefit details from public and private funds;
 - 4. An itemized account of all expenditures by the partner entity on the behalf of, or coordinated for the benefit of, EFI, its board members, or employees; and
 - 5. Itemized travel and entertainment expenditures of the partner entity.

D. Purchasing Requirements:

- i. EFI shall ensure that EFI adopts and implements a purchasing procedure modeled after Chapter 287, F.S. EFI's purchasing procedure must, at minimum, contain the following elements:
 - 1. Ensure that all purchasing decisions are conducted in a transparent manner;
 - 2. Foster competition to ensure that EFI receives the best value possible;
 - 3. Require the approval of EFI's President prior to entering a contract that is exempt from the competitive process because the services or commodities are available only from a single source;
 - 4. Require that an intent to award a contract more than \$500,000 be published on EFI's website – www.enterpriseflorida.com – at least five business days prior to execution and that EFI's

Board of Directors and all competitors be notified at the time of publication; and

5. Require that EFI take advantage of state term contracts negotiated by the Department of Management Services to the greatest extent possible.

E. Website Posting Requirements (www.enterpriseflorida.com):

- i. The following information must be posted on EFI's website:
 1. A plain language version of any contract that is estimated to exceed \$35,000 with a private entity, municipality, city, town, or vendor of services, supplies, or programs, including marketing, or for the purchase or lease or use of lands, facilities, or properties;
 2. Any agreement entered between EFI and any other entity, including a local government, private entity, or nonprofit entity, that receives public funds or funds from a tax imposed pursuant to sections 125.0104, 125.0108, or 212.0305;
 3. The contracts and the required information pursuant to paragraph (b) of section 288.904(6) and the financial data submitted to EFI pursuant to paragraph (c) of section 288.904(6);
 4. Video recordings of each board meeting;
 5. A detailed report of expenditures following each marketing or business recruitment event paid for with EFI funds. Such report must be posted within 10 business days after the event;
 6. An annual itemized accounting of the total amount of funds spent by any third party on behalf of EFI or any board member or employee of EFI; and
 7. An annual itemized accounting of the total amount of travel and entertainment expenditures by EFI.
- ii. The EFI website must:
 1. Allow users to navigate to related sites to view supporting details;
 2. Enable a taxpayer to e-mail questions to EFI; and
 3. Make such questions and EFI responses publicly viewable.

F. Compensation Requirements:

- i. Board members shall serve without compensation.
- ii. No employee of EFI, including an officer or agent, the president, or the chief executive officer, may receive public compensation for employment that exceeds the salary and benefits authorized to be paid to the Governor.
- iii. Any public payments of performance bonuses or severance pay to employees are prohibited unless specifically authorized by law.
- iv. Should EFI use public payments for performance bonuses or severance pay the legal authorization must be provided to the Agreement Manager via e-mail prior to any such payment.

G. Match Requirements per section 288.904(2), F.S.

- i. Contributions from a government entity or from an entity that received more than 50 percent of its revenue in the previous fiscal year from public sources, including revenue derived from taxes, fees, or other government revenues, are not considered private contributions for purposes of calculating the required match.
- ii. If EFI fails to meet the one-to-one match requirements of this subsection, the corporation shall revert all unmatched public contributions to the state treasury as of June 30 of each fiscal year
- iii. For purposes of calculating the private sector match, private sector support in operating EFI and its divisions includes:
 1. Cash given directly to EFI, for its operations, including contributions from at-large members of the board of directors;
 2. Cash donations from organizations assisted by EFI's divisions;
 3. Cash jointly raised by EFI, and a private local economic development organization, a group of such organizations, or a statewide private business organization that supports collaborative projects;

4. Cash generated by fees charged for products or services of EFI, and its divisions by sponsorship of events, missions, programs, and publications; and
5. Copayments, stock, warrants, royalties, or other private resources dedicated to EFI, or its divisions.

II. TRANSPARENCY RELATED SUBMITTALS: EFI shall submit the following documents and a Cover Letter signed by an officer of EFI certifying in writing that EFI has complied with the Transparency Related Duties and Obligations, as required by sections 288.901, 288.903, 288.904, and 288.905, Florida Statutes (“F.S.”) with each invoice package. If the policy, procedure, or code required by this section was submitted the previous quarter and has not changed, it is not required to be resubmitted, provided, however, that the Cover Letter required shall reflect this information:

- A. EFI shall provide dated screen shots of, and links to, all the categories that are listed under Website Posting Requirements. DEO reserves the right to request hard copy of any document that should be posted but that DEO is unable to locate.
- B. EFI shall provide Annual Public Records training.
- C. EFI shall provide a copy of its current, all-inclusive travel and expense policy (Employees, Board Members, Sub-Contractors, Vendors, etc.).
- D. EFI shall provide a copy of its current contracting procedure.
- E. EFI shall provide a copy of its current purchasing procedure.
- F. EFI shall provide a copy of its current Ethics Code. To satisfy the periodic ethics training requirements set forth in this Attachment VII, EFI shall deliver: (i) an attendance sheet detailing the names of EFI’s personnel who attended; (ii) the date(s) of the training course(s); (iii) the name and subject matter covered in the training course(s); and (iv) copies of any handouts or curriculum material used in the training course(s).

-End of Attachment VII-