

FIXED PRICE AGREEMENT NO.: 16-100
BETWEEN
SPACE FLORIDA
and
ENERGY FLORIDA, INC.

This **FIXED PRICE AGREEMENT** (“Agreement”) is entered into on June 21st, 2016, (the “Effective Date”) by **SPACE FLORIDA** (“SF”), an independent special district, a body politic and corporate, and a subdivision of the State of Florida, whose principal place of business is 505 Odyssey Way, Suite 300, Exploration Park, FL 32953, and **ENERGY FLORIDA, INC.** (“Contractor”), a Florida non-profit corporation whose principal place of business is 166 Center Street, Suite 200, Cape Canaveral, FL 32920.

WHEREAS, Section 331.302 of the Florida Statutes created SF to foster the growth and development of a sustainable and world-leading aerospace industry in the State of Florida.

WHEREAS, SF is charged with promoting aerospace business development by facilitating business financing, spaceport operations, research and development, workforce development, and innovative education programs.

WHEREAS, Section 331.305 of the Florida Statutes authorizes SF to own, acquire, construct, develop, create, reconstruct, equip, operate, maintain, extend, and improve launch pads, landing areas, ranges, payload assembly buildings, payload processing facilities, laboratories, aerospace space business incubators, launch vehicles, payloads, space flight hardware, facilities and equipment for the construction of payloads, space flight hardware, rockets, and other launch vehicles, and other spaceport facilities and other aerospace-related space-related systems, including educational, cultural, and parking facilities and aerospace-related space-related initiatives.

WHEREAS, Energy Florida has a successful track record of performance in activities supported by Space Florida to diversify activities at KSC in support of energy technology development as well as strengthening Florida's energy industrial capability statewide.

WHEREAS, Energy Florida will add value to Space Florida’s ongoing efforts to attract aerospace companies and their suppliers with this report as a tool for attracting the test and manufacturing of Blue Origin’s BE-4 rocket engine and/or its sub-components as well as components for other launch providers such as RocketLab USA.

WHEREAS, SF now desires to contract with Contractor so that Contractor can capture the supply chain and the regional industrial capabilities of the combustion and turbomachinery of the propulsion systems for both liquid rocket engines and jet aviation, and to do so in an advantageous level of detail for Space Florida. This information will be useful in future project recruitment efforts in aerospace.

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Florida's "value chain" for aerospace propulsion is worth more than its supply chain. Energy Florida will work with Space Florida on how best to reveal the significance of the "value chain" in this report in a usable format.

WHEREAS, Contractor has the expertise necessary to perform the duties and responsibilities outlined in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Engagement, Scope of Services, Schedule and Deliverables.

- a. Within the scope of this Agreement, Contractor shall devote its best efforts and such time, attention and energy to the business of SF as is required, and shall be available, with reasonable notice by SF for meetings, travel, and telephone communications for issues relating to this Agreement. Contractor shall promptly respond to all requests from and guidance provided by the President, or any other employee, of SF designated in this Agreement, or in writing by the SF President.
- b. Contractor shall provide the following Scope of Services:

Supply chains organically evolve based upon the grassroots growth of the business and market forces and, in their infancy, typically function to a satisfactory level. However, the problems arise when supply chains mature and are asked to meet an ever-increasing list of tasks and strategies or a new market emerges. That is the point where the commercial space industry finds itself. Energy Florida will recommend how to strategically grow the cluster/supply chain in support of commercial space propulsion.

This scope of work will identify the problems and deficiencies as well as the opportunities with Florida's supply chain for aerospace propulsion. The scope will be in the classic "supply chain management" model. That model is evolutionary by its nature because businesses, the suppliers, the processes and even the requirements change. It is important, therefore, to create a baseline database for the targeted supply chain. The Florida Supply Chain Database for Aerospace Propulsion and its interpretation will be the key elements of this report.

Since this is a quick turnaround project lasting only 75 days, the database and asset maps will be based on two major segments of the supply chain:

1. OEMs, Design & Engineering Firms and Universities
2. Tier One Suppliers

OEM, Design & Engineering Firms & Universities

An original equipment manufacturer, or OEM, refers to a company that makes a final product for the consumer marketplace. For example, Ford and General Motors are

OEM companies that manufacture cars, and Apple is a computer OEM. Design and Engineering firms service those OEMs directly. Research universities assist with basic to near commercial research for OEM products.

Tier One Suppliers

Tier one companies are direct suppliers to OEMs. The term is especially common in the automobile industry and refers to major suppliers of parts to OEMs. For example, Sensata Technologies is a tier one supplier of exhaust gas sensors to automotive OEMs. Where possible, the study will identify special categories of suppliers, including minority-owned, HUB Zone, veteran and disabled veteran-owned, woman-owned small businesses and certified 8(a) suppliers.

Tier two suppliers, which are the key suppliers to tier one suppliers will not be covered in this scope of work.

The proposed scope of work will include but not limited to:

1. Overview of Report
 2. Methodology & Assumptions
 3. Definitions
 4. Description of Aerospace Propulsion Supply Chain
 - a. Current
 - b. Potential
 5. Database of Capabilities*
 6. Asset Maps*
 7. Designing, Sourcing and Production
 8. Deficiencies & Risks
 9. Opportunities
 10. Findings
 11. Recommendations
- c. All Deliverables shall be submitted by electronic mail, confirmed returned receipt, to SF Contracts at contracts@spaceflorida.gov with a cc: to the Project Manager, Dale Ketcham at dketcham@spaceflorida.gov.
- d. The schedule for the Scope of Services and the deliverables is as follows:

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Deliverable & Payment Schedule

#	Sections of Report	Deliverable	Date	Amount
1	Overview of Report	Deliverable 1.		
2	Methodology & Assumptions	Project Overview	7 days	\$10,000
3	Definitions			
4	Description of Aerospace Propulsion Supply Chain			
4.a	Current			
4.b	Potential			
7	Designing, Sourcing and Production			
8	Deficiencies & Risks	Deliverable 2.		
9	Opportunities	Interim Report	30 days	\$10,000
5	Database of Capabilities*	Deliverable 3.		
6	Asset Maps *	Data Delivery	60 days	\$25,000
10	Findings	Deliverable 4.		
11	Recommendations	Final Report	75 days	\$5,000
Total				\$50,000

*Database and asset maps will reflect Florida OEMs, design & engineering firms and universities as the first major segment of the supply chain with tier one suppliers as the second.

2. Period of Performance. This Agreement shall commence on the Effective Date and shall remain in full force and effect through three (3) months after Effective Date (the “Expiration Date”) unless terminated, or extended, by mutual written agreement by both parties.
3. Compensation.
 - a. The amount to be paid by SF to Contractor for the services to be provided under this Agreement shall not exceed Fifty Thousand Dollars (\$50,000.00).
 - b. Contractor shall invoice SF in accordance with the payment schedule identified in Paragraph 1.d. above. All invoices shall be submitted in detail in a form acceptable to SF for all services provided after the Effective Date under this Agreement. for all services provided after the Effective Date under this Agreement. All invoices shall be submitted electronically, confirmed returned receipt, to SF Accounting at accounting@spaceflorida.gov with a cc to SF Contracts at contracts@spaceflorida.gov and the Project Manager at Dale Ketcham, dketcham@spaceflorida.gov.
 - c. All invoices submitted by Contractor and approved by SF shall be paid by SF on a net thirty-day schedule. In determining the amount of payment, SF will exclude all costs incurred by Contractor (i) prior to the Effective Date of this Agreement, (ii) after the Expiration Date or termination date of this Agreement, or (iii) costs which are outside of the Scope of Services.

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- d. Any funds paid in excess of the amount to which Contractor is entitled under the terms of this Agreement must be refunded to SF. The balance of unobligated funds, if any, which has been advanced or paid by SF to Contractor under this Agreement must be refunded to SF.
 - e. If Contractor fails to perform the minimum level of service required by this Agreement, SF may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.
 - f. The acceptance by Contractor, its successors, or assigns, of the final payment due upon the termination or expiration of this Agreement, shall constitute a full and complete release of SF from any and all claims, demands, or causes of action whatsoever that Contractor, its successors or assigns may have against SF under this Agreement.
4. Availability of Funds. All payments to be made by SF under this Agreement are subject to the availability of appropriated funds by the Legislature of the State of Florida. SF shall immediately notify Contractor should funds become unavailable.
5. Termination.
- a. SF may terminate this Agreement upon ten days written notice to Contractor.
 - b. In the event of termination of this Agreement by SF, SF shall be obligated to pay all approved invoices submitted by Contractor for work performed by Contractor and approved by SF through the date of Agreement termination.
 - c. As requested by SF, Contractor agrees to deliver to SF at the termination of this Agreement, or at any other time SF may request, all lists, databases, names, records and other documentation and data, either written or electronic, belonging to SF which Contractor may possess or have under its control.
6. Public Records.
- a. SF, subject to the provisions of Section 288.075, Section 331.326, Chapter 119 of the Florida Statutes, and applicable federal law, must permit public access to all non-confidential, non-proprietary or non-International Traffic in Arms Regulation (ITAR) controlled documents or other materials prepared, developed or received by it in connection with the performance of the obligations under this Agreement.
 - b. This Agreement may be unilaterally cancelled for refusal by either party to allow public access to all documents, papers, letters, or other such materials subject to the provisions of Chapter 119 of the Florida Statutes and made or received in conjunction

with this Agreement, other than those specified as confidential or exempt information.

- c. To the extent Contractor is acting on behalf of SF as provided under Subsection 119.011(2) of the Florida Statutes, Contractor shall:
 - i. Keep and maintain public records that ordinarily and necessarily would be required by SF in order to perform the services under this Agreement;
 - ii. Provide the public with access to public records on the same terms and conditions that SF would provide the records and at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law;
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - iv. Meet all requirements for retaining public records and transfer, at no cost, to SF, all public records in possession of Contractor upon expiration, or termination, of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to SF in a format that is compatible with the information technology systems of SF.

7. Intellectual Property.

- a. Contractor hereby transfers, grants, conveys, assigns, and relinquishes exclusively to SF, all of Contractor's right, title, and interest of every kind throughout the world in and to all intellectual property developed for or by Contractor in conjunction with this Agreement, including all United States and International copyrights or patents thereto, and any renewals or extensions thereof, together with all other interests accruing by reason of international conventions with respect to intellectual property.
- b. Contractor agrees to sign any additional documents and otherwise cooperate with SF, as may reasonably be requested, to further evidence, perfect, protect, or enforce the transfer under this Section 7. For this purpose, the provisions of this section shall survive the termination, for any reason, of this Agreement.

8. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.

9. Indemnification and Limitation of Liability.

- a. Contractor shall defend, indemnify, and hold harmless SF, its Officers, Directors, and employees to the fullest extent permitted by law from and against all claims, damages, losses, liens, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from (i) the performance of services under this Agreement by Contractor or any person or organization directly, or indirectly, employed by Contractor to perform or furnish any of the services or anyone for whose acts any of them may be liable; (ii) breach of the terms of this Agreement by Contractor or any person or organization directly, or indirectly, employed by Contractor to perform or furnish any of the services or anyone for whose acts any of them may be liable; (iii) violations of applicable law by any person or organization directly or indirectly employed by Contractor to perform or furnish any services under this Agreement or anyone for whose acts any of them may be liable; and (iv) disease or death of third parties (including SF employees and agents and those of Contractor), or damage to property to the extent attributable to the negligence or misconduct of Contractor or any person or organization directly, or indirectly, employed by Contractor to perform or furnish any of the services under this Agreement or anyone for whose acts any of them may be liable.
- b. SF's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of SF beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of SF's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of SF's obligations under this Agreement are limited to the payment of no more than the per person amount limitation and the aggregate contained in Section 768.28 of the Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.
- c. In no event shall SF be liable to Contractor for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.
- d. SF shall not assume any liability for the acts, omissions, or negligence of Contractor its agents, servants, employees, or subcontractors. In all instances, Contractor shall be responsible for any injury or property damage resulting from any activities conducted by Contractor.

10. Independent Contractor. Contractor is and shall remain an independent contractor and not an employee of SF. This Agreement shall not be construed as a teaming, joint venture or other such arrangement. Nothing in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of the other party without the prior written consent of the other party.

11. Subcontractors:

- a. Contractor is responsible for all services and work to be performed in connection with this Agreement.
- b. With prior written approval by SF, Contractor may, as appropriate and in compliance with applicable law, subcontract the performance of services set forth in this Agreement, provided however, that Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract. Contractor shall not enter into subcontracts in which SF could be held liable to a subcontractor for any expenses or liabilities. Contractor shall defend and hold SF harmless of any liabilities incurred under any of the subcontracts entered into by Contractor. Contractor shall be liable for all work performed and expenses incurred as a result of any subcontract. Subcontractors are required to comply with the terms of this Agreement.
- c. Any and all such contracts that Contractor enters into under this Section shall incorporate and require the subcontractor to comply with all of the provisions in Section 24 below and provisions requiring that such person or organization report on performance, account for proper use of funds provided under the contract (including the provision of audit rights pursuant to Section 18 of this Agreement, when applicable).

12. Amendments/Modifications. This Agreement may not be altered, modified, amended or changed in any manner, except pursuant to a written amendment executed and delivered by each of the authorized parties designated below in Section 14, Notices. Additionally, any such modification, amendment or change shall be effective on the date of execution and delivery, or such later date as the parties may agree therein.

13. Project Manager. SF has appointed a project manager who is responsible for enforcing the performance of this Agreement's terms and conditions and shall serve as a liaison with Contractor. SF's project manager is Dale Ketcham, 321-730-5301 xx225, or via email at dketcham@spaceflorida.gov.

14. Notices.

- a. For a notice, or other communication, under this Agreement to be valid, it must be in writing and signed by the sending party, and the sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; and (3) nationally recognized overnight courier, with all fees prepaid. Delivery via facsimile, or email, is also permitted provided it is followed by delivery via one of methods (1)-(3) above and any such delivery via facsimile or email shall not be deemed to have been received pursuant to Subsection 14.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Subsection 14.c.

- b. For a notice, or other communication, under this Agreement to be valid, it must be addressed to the authorized receiving party at the addresses listed below for the receiving party, or to any other address designated by the receiving party in a notice in accordance with this Section 14.

For Space Florida:

Contracts Compliance Manager, Desiree Mayfield
Chief of Strategic Alliances, Dale Ketcham

contracts@spaceflorida.gov
dketcham@spaceflorida.gov

Space Florida
505 Odyssey Way, Suite 300
Exploration Park, FL 32953
P: 321-730-5301
F: 321-730-5307

For Energy Florida, Inc.:

Executive Director, Michael Aller

michael.aller@energyflorida.org

Energy Florida, Inc.
166 Center Street, Suite 200
Cape Canaveral, FL 32920

P: 321-613-2973
F: ~~382~~ 666-4505
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- c. Subject to Subsection 14.d., a valid notice or other communication under this Agreement is effective when received by the receiving party. A notice, or other communication, is deemed to have been received as follows:
- i. if it is delivered in person, or sent by registered or certified mail, or by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; and
 - ii. if the receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which notice was not given, then ~~upon that rejection, refusal, or inability to deliver.~~
- d. If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day that is not a business day, then the notice is deemed received at 9:00 a.m. on the next business day.
- e. Any notice requiring prompt action shall be contemporaneously sent by facsimile ~~transmission or electronic mail.~~

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15. Insurance.

- a. During the term of this Agreement, Contractor shall procure and maintain, at its expense, the following insurance:
 - i. Business Automobile Liability Insurance: a combined single limit for bodily injury and property damage per accident of \$1,000,000 covering “any auto”; and mandatory limits for personal injury protection and uninsured motorist coverage;
 - ii. Commercial General Liability Insurance: a combined single limit for personal injury and property accident of \$1,000,000 per occurrence, \$2,000,000 combined single limit;
 - iii. Worker’s Compensation: statutory benefits, as required by law; and
 - iv. Employer’s Liability Insurance: limits of \$100,000 bodily injury by accident, \$100,000 each employee bodily injury by disease, and a \$500,000 policy aggregate limit for bodily injury by disease.
- b. Both the business automobile and the commercial general liability insurance policies may be provided under a single policy or in combination with umbrella liability or other excess policies. All such policies of insurance shall be on an “occurrence basis”. Contractor may use blanket policies to satisfy these insurance requirements.
- c. Within thirty (30) days following the Effective Date, Contractor shall provide SF with Certificates of Insurance evidencing compliance with the coverage requirements in this section. Such certificates shall provide that the insurance policies will not be materially changed or canceled until at least thirty days’ prior written notice has been given to the other party. Thereafter Contractor shall provide, annually, certificates evidencing that such insurance remains in effect to the extent required under this Agreement.

16. Representations.

- a. Contractor has the necessary and required Federal and State authority to enter into this Agreement with SF.
- b. Neither this Agreement nor Contractor’s performance of its obligations hereunder will place Contractor in breach of any other contract or obligation and will not violate the rights of any third party.
- c. Contractor has all rights, title, and ownership of, in, and to the products, procedures, processes and/or services that Contractor is delivering and/or providing to SF pursuant to this Agreement, and Contractor has full right and authority to provide and/or deliver the same to SF.

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17. Materials and Data.

- a. All data, reports, job files, logs, computer printouts, CD-ROM files, Contractor's submittals, summaries, memoranda and any and all other written work, documents, instruments, information, and materials (collectively "written work") prepared or accumulated by Contractor especially for the services rendered under this Agreement shall be the sole property of SF. SF may reuse the written work at no additional cost, and SF shall be vested with all rights of whatever kind and however created that may be in existence, provided, however, that Contractor shall in no way be liable or legally responsible to anyone for SF's use of any written work on another project.
- b. As requested by SF, Contractor agrees to deliver to SF at the end of the term of this Agreement, or at any other time SF may request, all lists, memoranda, notes, plans, records, hardware, software, and other documentation and data belonging to SF, which Contractor may possess or have under his or her control and which may have been produced prior to and including the date of termination. Contractor shall also require that all subcontractors or employees agree in writing to be bound by the provisions of this section.

18. Auditing Records.

- a. Contractor shall retain and maintain all records related to the Scope of Services provided under this Agreement, and shall make such records available for an audit as may be requested. Records may 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 costs expended in the performance of the Scope of Services under 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, SF, or other personnel authorized by the Florida Department of Economic Opportunity and copies of the records shall be delivered to the Florida Department of Economic Opportunity upon request.
- b. To the extent applicable, Contractor shall comply with the audit requirements of Sections 215.97 and 17.03 of the Florida Statutes and those found in **Attachment A, Audit Requirements**. The information from the Catalog of State Financial Assistance is as follows:
 - i. Funding Source -- State Economic Enhancement and Development Trust Fund (SEEDTF);
 - ii. State Fiscal Year -- FY2015-16;
 - iii. CSFA Number -- 40.012;
 - iv. CSFA Title -- Space Florida; and

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v. State Appropriation Category – GAA 2256.

- c. Contractor shall preserve all contract records for the entire term of this Agreement and for five years after the later of: (i) the date of submission of the final project report, or (ii) until all claims (if any) regarding the Agreement are resolved.

19. Reserved

20. No Third-Party Beneficiaries. This Agreement does not, and is not intended, to confer any rights or remedies upon any person other than the parties.

21. Counterparts. The parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

22. Facsimile Deemed as Original. Acceptance of this Agreement may be made by facsimile or electronic transmission. Receipt of the facsimile, or electronic, transmission shall for the purposes of this Agreement be deemed to be an original, including signatures.

23. Unauthorized Aliens and Employment Eligibility Verification.

- a. SF shall consider the knowing employment of unauthorized aliens, as described in Section 274A(e) of the Immigration and Nationality Act (codified at 8 U.S.C. §1324a), by Contractor or any subcontractor cause for termination of this Agreement.
- b. Contractor and Contractor's subcontractors performing work under this Agreement, shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the Contractor or Contractor's subcontractors during the term of this Agreement.
- c. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
- d. If Contractor or Contractor's subcontractors do not have an E-Verify MOU in effect, Contractor or Contractor's subcontractors must enroll in the E-Verify system prior to hiring any new employee after the Effective Date of this Agreement.

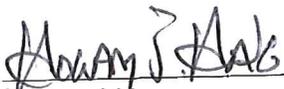
24. Miscellaneous.

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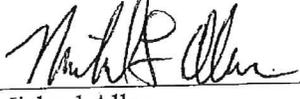
- a. Contractor shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, race, sex, creed, color, disability, national origin, or marital status.
- b. Contractor shall comply with all applicable Federal, State and local laws, rules and regulations.
- c. Contractor shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
- d. Contractor shall provide a drug-free workplace with any allegation of substance abuse given priority attention and action by management.
- e. Contractor affirms that it is aware of the provisions of Subsection 287.133(2)(a) of the Florida Statutes, and that at no time has Contractor been convicted of a Public Entity Crime. Contractor 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 termination of this Agreement by SF.
- f. Contractor affirms that it is aware of the provisions of Subsection 287.134(2)(a) of Florida Statutes, and that at no time has Contractor been placed on the Discriminatory Vendor List.
- g. Contractor agrees to comply with subsection 20.055(5) of the Florida Statutes.
- h. To the extent Contractor is performing economic development services or similar business assistance services on behalf of SF, Contractor shall coordinate with other components of state and local economic development systems and shall avoid duplication of existing state and local services and activities under this Agreement.
- i. This Agreement may not be assigned by either party without the prior written consent of the other.
- j. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive venue of the United States District Court for the Middle District of Florida or the Eighteenth Judicial Circuit, in Brevard County, Florida.
- k. Contractor shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency.
- l. This Agreement constitutes the entire agreement between the parties hereto and shall supersede all previous or contemporaneous statements, communications, or agreements, either oral or written, by or between the parties hereto with respect to the subject matter hereof, and is not intended to confer upon any person other than the parties any rights or remedies hereunder.

Authorized parties are signing this Agreement on the Execution Dates under the signatures below.

Space Florida:

By: 
Name: Howard Haug
Title: EVP & CIO

Energy Florida, Inc.:

By: 
Name: Michael Aller
Title: Executive Director

ATTACHMENT A
Audit Requirements

The administration of resources awarded by SF to Contractor (in this Attachment “recipient”) may be subject to audits and/or monitoring by SF or the Florida Department of Economic Opportunity as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by SF staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into the Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by SF. In the event SF determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by SF 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 – NOT APPLICABLE.

PART II: STATE FUNDED

This part is applicable if the recipient is a non-state 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 \$500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Section 18 in the Agreement indicates state financial assistance awarded through SF 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 SF, 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. In connection with 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), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate 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).
4. Additional information regarding the Florida Single Audit Act can be found at:
<http://www.myflorida.com/fsaa/statutes.html>.

PART III: OTHER AUDIT REQUIREMENTS - NOT APPLICABLE.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following: NOT APPLICABLE.
2. Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Florida Department of Economic Opportunity and SF at each of the following addresses:

A. The Florida Department of Economic Opportunity:

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. SF at the following address:

Space Florida
Desiree Mayfield, Contract Compliance Manager
505 Odyssey Way, Suite 300
Exploration Park, FL 32953

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Florida Department of Economic Opportunity 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, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us
 - C. SF at the following address:

Space Florida
Desiree Mayfield, Contract Compliance Manager
505 Odyssey Way, Suite 300
Exploration Park, FL 32953
4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to: NOT APPLICABLE.
5. Any reports, management letter, or other information required to be submitted to SF or the Florida Department of Economic Opportunity pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to SF or to the Florida Department of Economic Opportunity for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit 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

1. 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 report 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 SF, the Florida Department of Economic Opportunity, or its designee, CFO, or Auditor General access to such records upon request. 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. The recipient shall ensure that audit working papers are made available to SF, the Florida Department of Economic Opportunity, 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 SF or the Florida Department of Economic Opportunity.