



**Space Florida Board of Directors
Meeting Agenda**

**September 19, 2023
10:00 a.m. – 10:15 a.m. (EDT)**

TELECONFERENCE

**Call-in Number: 855-758-1310
Meeting ID: 627 763 6389#
Passcode: 567768**

BUSINESS BEFORE THE BOARD

Call to Order	Lt. Gov. Nuñez
Roll Call	Terrie Ireland
Welcome and Introductions	Lt. Gov. Nuñez
Public Comments	Lt. Gov. Nuñez
1. Business Before the Board - Update from Board Member Rodney Cruise	Lt. Gov. Nuñez
Closing Remarks / Adjournment	Lt. Gov. Nuñez

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) has been entered into and effective on October 2, 2023 between **Space Florida**, an independent special district, body politic and corporate, and a subdivision of the State of Florida with its business operations located at Kennedy Space Center, Brevard County, Florida, (hereinafter referred to as the “District”), and **Robert A. Long** (the “Executive”).

RECITALS

WHEREAS, the District is an independent special district, body politic and corporate, and a subdivision of the State of Florida, which was established in accordance with the Space Florida Act, as amended (Part II of Chapter 331; Sections 331.301 - 331.371, Florida Statutes) (the “Space Florida Act”), for the purpose of strengthening the state’s leadership in civil, commercial and military aerospace activity.

WHEREAS, the District’s purpose is to foster the growth and development of a sustainable and world-leading aerospace industry within the state of Florida and to promote aerospace business development by facilitating business financing, spaceport operations, research and development, workforce development, and innovative education programs.

WHEREAS, the District desires to employ Executive as its President upon the terms and conditions set forth herein, and Executive is willing to accept employment and enter into this Agreement under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Executive and District agree as follows:

Section 1. **RECITALS.** The Recitals set forth above are incorporated fully herein are true and correct and form a material part of this Agreement.

Section 2. **NATURE OF EMPLOYMENT AND DUTIES OF EXECUTIVE.** In accordance with the Space Florida Act, Executive is designated by the District’s Board of Directors (the “Board”) to serve as the President. Executive acknowledges that he meets the requirements to serve as the President and agrees to perform his duties consistent with the requirements of the Space Florida Act. Executive will report to the Board. As President, Executive will serve as the Chief Operating Officer, Chief Administrative Officer and Chief spokesperson of the District, and shall have charge and custody of and be responsible for performing all duties pursuant to the Space Florida Act, the District’s Governance Policies, and as otherwise assigned by the Board including the entering into and execution of agreements as set out in the Resolution attached as Exhibit “A” hereto on behalf of District. Executive acknowledges and agrees that the Resolution may be modified from time to time by the Board at its sole discretion without the approval of the Executive, and without requiring an amendment to this Agreement. In the performance of his duties, Executive shall at all times comply with District customs, practices, policies and customs, personnel and governance policies, and nondisclosure agreements, whether currently in existence or as may come into existence and whether or not in written form. Examples of such District

practices and policies include, but are not limited to its: Code of Ethics; Travel and Expense Reimbursement Policies; Nondiscrimination Policies; and Drug Free Work Place Policy. In addition, Executive agrees to perform such other or additional powers and duties as the Board may deem appropriate, or as may be delegated to him by the Board.

Section 3. **EFFECTIVE DATE OF AGREEMENT.** The effective date of this Agreement is October 2, 2023, and it shall remain effective and continue in force and effect as provided hereafter during Executive's employment and for the periods of time thereafter as set forth in this Agreement.

Section 4. **TERMINATION OF EMPLOYMENT.**

Section 4.1 Termination by the District upon Dissolution. It is specifically agreed and understood that Executive's employment and this Agreement may be terminated by the District at any time in the event the District ceases to exist. In that event, Executive's employment and this Agreement will terminate immediately upon delivery of written notice to Executive. In that event, the District shall have no further obligations to Executive, except that any salary or accrued vacation benefits, which have been earned but have not been paid as of the date of the termination, shall be paid to Executive by the District in accordance with the District's regular payroll practices and policies. No severance will be provided to Executive. Under these circumstances, Executive will be relieved from his post-termination obligations under Subsection 8.1 of this Agreement.

Section 4.2 Termination by the District with Reason. At any time the District may immediately, upon written notice to Executive, terminate Executive's employment and this Agreement "with reason" at the sole discretion and judgment of the Board. Executive has no right to challenge the Board's determination of the "with reason" termination, or the reasons provided in support of such termination. For purposes of this Agreement, Executive's employment shall be considered terminated "with reason" if Executive's employment is terminated by the District on account of the occurrence of one or more of the following, or similar, events:

- (a) Executive's: (i) failure or refusal to comply, with the policies and procedures of the District, as established from time to time by the Board and communicated to Executive; (ii) failure to adequately perform his duties whether under this Agreement or as otherwise determined by the Board; or, (iii) engaging in behavior unbecoming to an officer of the District (as determined in the sole discretion of the Board).
- (b) Executive's commission of any act of dishonesty, fraud, violation of law or any act which subjects the District, its officers, directors, or employees, to ridicule, humiliation or disrepute, including without limitation Executive engaging in a transaction in which he received an improper personal benefit.
- (c) Executive's engaging in conduct deemed a crime under Florida or federal law, whether or not it results in a conviction.
- (d) Executive's: (i) violations of any law, rule regulation, constitutional provision, policy, by-law or interpretation of the District, which violation may, in the judgment of the District, reflect adversely upon the District; or, (ii) violation of Florida's Code of Ethics, Chapter 112, Part III of Florida Statutes.

- (e) Executive's misfeasance, malfeasance, nonfeasance, negligence, willful misconduct or conscious disregard for the interests of the District.

Upon any termination "with reason," after the termination date is communicated to Executive, the District shall have no further obligations to Executive under this Agreement, except that any salary that is earned and unpaid through the date of termination shall be paid to Executive by the District in accordance with the District's regular payroll practices. Executive will continue to receive any health insurance benefits through the date of termination. No other monies, compensation, or benefits, including any bonus, will be due or owing to Executive. No severance will be provided to Executive. Notwithstanding provisions to the contrary herein, at all times the Board retains discretion to provide a severance package to Executive at the time of termination subject to and in exchange for a full waiver and release (to be prepared by the District) of all claims (known or unknown) against the District arising out of or relating to his employment with the District or termination thereof, and provided Executive fully complies with any restrictive covenants that survive post-termination of his employment.

Section 4.3 Termination by the District without Reason. The District may terminate Executive's employment and this Agreement "without reason" by giving Executive thirty (30) days written notice of such termination. Executive must continue to report to work each day and fully perform his duties during this notice period and is not permitted to take vacation or other time off during this notice period, unless permitted by the Board. District shall have the option of accelerating the notice and relieving Executive of his duties immediately, or at any time during the notice period, but Executive shall be paid any earned salary and accrued vacation benefits through the termination effective date in accordance with the District's regular payroll practices and policies. No other monies, compensation, or benefits, including any bonus, will be due or owing to Executive. Executive will continue to receive any health insurance benefits through this notice period.

Where a termination occurs pursuant to this Subsection 4.3, provided Executive signs (and does not revoke) a separation, waiver and release agreement (to be prepared by the District) which shall include a release and waiver of all claims (known or unknown) against the District arising out of or relating to his employment with the District or termination thereof as well as any other terms and conditions required by the District, and provided Executive fully complies with any restrictive covenants that survive post-termination of his employment, Executive shall be entitled to receive as severance an amount equal to twenty (20) weeks of pay (calculated based on the salary in effect at the time of termination) to be paid in accordance with normal payroll practices. There shall be no set-off of the severance if Executive obtains alternate employment prior to the end of the twenty (20) week severance period. During the time period for which severance pay is provided, if Executive breaches any of the post-termination restrictive covenants then Executive agrees and understands that the District has the right to cease all further severance payments immediately upon written notice to Executive and that Executive has no right to any further severance payments.

Section 4.4 Resignation upon Notice by Executive. Executive may resign his employment and terminate this Agreement at any time by providing the District with thirty (30) days written notice of such resignation. Executive must continue to report to work each day and fully perform his duties during this thirty (30) day notice period and is not permitted to take

vacation or other time off during this notice period, unless permitted by the Board. Upon Executive providing notice of resignation to the District, District shall have the option of accelerating the notice and relieving Executive of his duties immediately or at any time during the notice period, but Executive shall be paid any earned salary through the resignation effective date in accordance with the District's regular payroll practices. Executive will continue to receive any health insurance benefits through this notice period. No other monies, compensation, or benefits, including any bonus, will be due or owing to Executive. No severance will be provided to Executive.

Section 5. SALARY AND DISCRETIONARY BONUS.

Section 5.1 Salary. The District shall pay to Executive and Executive shall accept from the District for the services described hereunder, an annual salary, of Three Hundred Fifty Thousand Dollars (\$350,000.00), less applicable taxes and other legal withholdings, payable only as earned on a bi-weekly basis during the employment year. It is specifically agreed and understood that any increase in Executive's salary will be made at the sole discretion of the Board. The Board, through its Chair or designated committee, shall conduct a performance evaluation for Executive on an annual basis.

Section 5.2 Discretionary Incentive or Bonus Payment. Executive shall be eligible to participate in and receive bonuses in accordance with any discretionary bonus plan established by the District from time to time for all District employees.

Section 6. BENEFITS. Executive shall be eligible to participate in the District's employee health benefit plans, and any retirement and other benefit plans, which are provided to other employees. Executive understands that he must meet any and all eligibility requirements of the particular benefit plan(s) as a condition of Executive's participation in any such plan. The District may, in its sole discretion, change, modify, amend or terminate any of the benefits provided to its employees, including Executive, at any time in a manner which does not discriminate between Executive and other employees of the District who are eligible to participate in such benefits and as otherwise permitted by law.

Section 6.1 Vacation. Executive shall accrue and be eligible to use vacation time in accordance with the District's personnel policies. At the time of Executive's employment termination, the District will calculate how many days of vacation Executive accrued through the date of separation and on Executive's last date of employment, regardless of the reason, if it is determined that Executive took more vacation than he would have accrued, the District will deduct from his final paycheck one full day pay for each full day of vacation previously taken and paid, to the extent permitted by law. Executive is permitted to carry over from year to year any earned unused vacation time in accordance with District policy limitations. Accrued unused vacation will be paid to Executive upon separation from employment, consistent with the District's personnel policies in effect at the time of Executive's termination from employment and the terms of this Agreement, which may limit the pay out of vacation upon certain conditions of termination.

Section 6.2 Sick and Holiday. Executive shall receive sick days and shall be eligible for all holidays consistent with the District's policies and practices as they currently exist or may be amended from time to time.

Section 6.3 Place of Residence. Executive must at all times reside in Florida and report to work to the District offices currently located at Cape Canaveral, Kennedy Space Center.

Section 6.4 District Property/Equipment. District shall allocate an allowance or provide Executive with the use of a mobile phone, laptop computer and wireless card and other property, to be operated in accordance with District policy and for the purpose of fulfilling Executive's duties under this Agreement. Executive understands and agrees that personal communications using the mobile phone and laptop computer devices provided (including, but not limited to emails, text messaging, instant messaging, telephone calls, etc.) are to be limited and at all times professional, and that communications via such devices are subject to disclosure in compliance with Florida's Public Records Law. Executive agrees to return all property and all documents and/or electronic media related to Space Florida (and including all copies thereof) upon termination of employment and/or upon request at any time. Such property includes but is not limited to contracts, financing, research and development, business development plans, education programs, training materials and manuals, policy manuals, personnel manuals, keys, equipment, files, documents, copies of documents, computer printouts or software, electronic media, unpublished advertisements, brochures, business plans, records, drawings, materials, papers and copies thereof. It is specifically agreed that any documents, card files, notebooks, rolodex, electronic media, etc. containing Space Florida information are the property of Space Florida regardless of by whom they were compiled.

Section 6.5 Use of Corporate Credit Card. Executive shall be provided use of a District corporate card solely for business expenses incurred pursuant to District policy, practices and customs. Executive may only use this corporate card for business (not personal) expenses pursuant to District policy, practices and custom. Expenses charged must relate to District business and expenses will be reimbursed consistent with District policies, practices and customs. Executive's corporate card must be immediately returned by Executive to District at the sole discretion and demand of District and may be canceled at any time by the District and for any reason.

Section 7. BUSINESS TRAVEL. The District will reimburse Executive for reasonable and necessary actual out-of-pocket expenses that are incurred by Executive in the performance of services for the District pursuant to this Agreement and that are in accordance with the budget and policies of the District. Upon presentation to the District of such supporting information as the District may reasonably require and provide, the actual expenses are reported to the District as soon as practicable after each trip. Executive agrees to comply with any District policy, practices and customs that apply to business travel and the reimbursement of expenses.

For local travel related to Executive's employment activities, Executive shall initially receive a monthly travel allowance in the amount of One Thousand Dollars (\$1,000.00) (less any required taxes). Changes to this amount may be made by the District to Executive, effective upon written notice to Executive. Executive will not receive a mileage reimbursement for business travel conducted when using Executive's automobile for local travel as consistent with the District policies, practices and customs. At all times, Executive agrees to maintain (at his expense) insurance coverage on the automobile and, upon request provide proof of the insurance coverage to the District. If at any time Executive's license is suspended or revoked, he must immediately (within two (2) business days) notify the chair of the Board of Directors.

Section 8. RESTRICTIVE COVENANTS.

Section 8.1 Non-Competition and Non-Solicitation. Executive may not, during the term of his employment and for a one (1) year period following the termination of his employment (regardless of the reason for termination, and whether terminated by District or Executive) solicit the business of any person or entity other than the District, nor become employed by or engaged or affiliated in any manner (whether as a consultant, agent, advisor, owner, officer, director) with any commercial or governmental entity that competes (as determined solely by the Board or its designee) with the District, which Executive acknowledges includes, but is not limited to, foreign, federal, state or municipal aerospace, space or economic development entities and organizations. This restrictive covenant applies to the geographical territory covering the United States of America. The parties agree and acknowledge that this restriction is not contrary to public policy and is neither overbroad, nor overlong and is otherwise reasonably necessary to support and protect the District's legitimate business interests, including but not limited to protecting its business relationships. Executive acknowledges that a violation of this provision would cause irreparable harm to the District.

Upon Executive's termination from employment, the Board, in its sole discretion, may modify or limit this restriction, in whole or in part, in writing, to assist Executive in his future endeavors, but only after Executive has made a full and complete disclosure to the Board of Executive's intended activities and the Board has had an opportunity to fully assess the impact of Executive's future employment, engagement and/or affiliation, on the District. This provision survives the termination of Executive's employment and this Agreement.

Section 8.2 Non-Disclosure and Confidentiality. Executive shall not at any time, in any fashion, form or manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, or corporation, or other entity, or utilize for his own benefit, in any manner whatsoever, any trade secrets, or confidential business or professional information, of any kind, nature, or description concerning any matters affecting or relating to the research, development, or business affairs of the District (collectively referred to as the "Confidential Information"). Confidential Information does not include information, which is generally known or easily ascertainable by non-parties of ordinary skill. Confidential Information is not to be disclosed to any third person or entity except those authorized by the District. This prohibition is effective during the term of this Agreement and for one (1) year following the termination of Executive's employment (regardless of the reason for termination, and whether terminated by District or Executive).

All such Confidential Information, including all copies thereof, and any other information not specifically designated by the District for release to the public, that may come into the possession of Executive during the term of this Agreement including all copies thereof, shall be delivered to the District upon the District's request. Executive shall not make, download or retain copies of or excerpts of such Confidential Information in violation of this Agreement.

The parties agree and acknowledge that this restriction as to the District's protection of its "Confidential Information" is not contrary to public policy and is neither overbroad, nor overlong and is otherwise reasonably necessary to support and protect the District's legitimate business

interests, including but not limited to protecting Confidential Information. Executive acknowledges that a violation of this provision would cause irreparable harm to the District.

Executive understands that it is the District's intention to maintain the confidentiality of this information notwithstanding that employees of the District may have free access to the information for the purpose of performing their duties with the District, and notwithstanding that employees who are not expressly bound by agreements similar to this agreement may have access to such information for job purposes. Executive acknowledges that it is not practical, and shall not be necessary, to mark such information as "confidential," nor to transfer it within the District by confidential envelope or communication, in order to preserve the confidential nature of the information. This provision survives the termination of Executive's employment and this Agreement.

Section 9. EXCLUSIVITY OF EXECUTIVE'S SERVICES; CONFLICT OF INTERESTS & SELF DEALING RESTRICTIONS.

Section 9.1 Exclusive Services. Executive shall perform all duties under this Agreement on a full-time and exclusive basis. During the Employment Term, Executive shall not participate in, render services to, become employed by, or otherwise receive remuneration for any services rendered from any business or entity, unless approved in writing by the Board.

Section 9.2 Conflicts of Interest/Self-Dealing Restrictions. Executive must report any real, potential or perceived conflict of interest to the Board immediately upon learning of such conflict of interest, whether involving himself or others. Executive is prohibited from becoming employed by or engaged in any manner with any entity that has a contractual relationship (including without limitation grants, purchase orders and formal contracts) with the District while Executive is employed with the District, within six (6) months after the entity enters into the contractual relationship, or after the end of Executive's employment with District, whichever is later. This provision survives the termination of Executive's employment and this Agreement.

Section 10. **TOLLING AND SURVIVAL.** In the event Executive shall breach any of the provisions of Section 8 or Subsection 9.2 of this Agreement, the running of the period of the restrictions set forth in those Sections or Subsections shall be tolled during the continuation(s) of any such breach or breaches, and the running of the period of such restrictions shall commence or commence again only upon compliance by Executive with the terms of the applicable Section or Subsection that have been breached. Executive agrees the covenants and agreements contained in Section 8 and Subsection 9.2 of this Agreement shall be fully enforceable irrespective of how long Executive has been in the employment of the District and irrespective of the reasons for the termination of Executive's employment with the District and without regard to which party terminated the employment. Notwithstanding any language contained in this Agreement to the contrary, the covenants and agreements contained in this Agreement beginning with Section 8 and continuing through the end of this Agreement, shall survive the termination of Executive's employment and this Agreement hereunder for the periods set forth in the covenants contained in Section 8 and Subsection 9.2 or as allowed by law, and subject to any tolling as set out herein.

Section 11. **REPRESENTATIONS AND WARRANTIES.** The District and Executive mutually represent and warrant that each party has the full right and power to enter into and fully

perform this Agreement. Furthermore, the District and Executive mutually represent and warrant that they have not made (nor will they make) any contractual or other commitments which would conflict with the performance of their obligations under this Agreement or the full enjoyment by the other party of the rights granted by the Agreement.

Section 12. MISCELLANEOUS.

Section 12.1 Applicable Law. This Agreement is made in the State of Florida, shall be governed, construed and regulated under and exclusively by the laws of the State of Florida (without giving regard to its choice of law provisions). Jurisdiction for any suit, action or legal proceeding arising out of or related to this Agreement shall be brought in the courts of the State of Florida, in Brevard County.

Section 12.2 Modification, Change and Waiver. No modifications or change shall be made to the terms and conditions of this Agreement, except as mutually agreed upon in writing by the parties. Any agreement on the part of a party to any waiver of any provision of this Agreement will be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by a party of the performance of any covenant, agreement, obligation, condition, representation or warranty will not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act will not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. Any modification, change, or waiver must be agreed and approved in writing by the Board.

Section 12.3 Entire Understanding. This Agreement represents the entire understanding of the parties regarding the subject matter of this Agreement and neither party is relying upon any representation not contained in the Agreement. This Agreement supersedes and replaces the interim Employment Agreement, as amended, between the parties.

Section 12.4 Severability. In the event that any provision of this Agreement shall be deemed invalid, unreasonable or unenforceable by a court of competent jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement or the modified provision shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the interest of the parties at the date of this Agreement.

Section 12.5 Headings. The headings at the beginning of each paragraph and subparagraph of this Agreement are for convenience only and shall not in any way affect the interpretation of any paragraph of this Agreement or the entire Agreement.

Section 12.6 Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

Section 12.7 Remedies, Attorney Fees and Costs. In the event on one party's breach of this Agreement, the other party shall be entitled to any remedies and damages available in law or equity, including injunctive relief for the District in the event of a breach by Executive of Section 8 or Subsection 9.2. In the event of any action brought under this Agreement, each party will bear its own costs and attorney's fees, including any appellate proceedings. The remedies provided for

herein or otherwise available to the parties shall be cumulative and no one such remedy shall be exclusive of any other and the exercise of any one shall not preclude the exercise or be deemed a waiver of any other remedy nor shall the specification of any remedy exclude or be deemed to be a waiver at law or in equity which may be available to a party, including any rights to damages or injunctive relief.

Section 12.8 Additional Documents. The parties shall execute and deliver any and all additional papers, documents and other instruments and shall do any and all further acts and things reasonable and necessary in connection with performance of their obligations hereunder to carry out the intent of this Agreement.

Section 12.9 Notice. All notices, demands and other communications required or permitted to be given or made under this Agreement shall be in writing and will be deemed to have been given: (a) on the date of personal delivery; or (b) (i) three (3) days after the date of deposit in the United States Mail, postage prepaid, by registered or certified mail, return receipt requested, (ii) on the date of transmission by facsimile or electronic transmission, or (iii) the day following the date of delivery to a nationally recognized overnight courier service, in each case addressed as follows, or to such other address or person or entity as the parties may designate by notice to each party in accordance with this Subsection 12.9:

To the District: Space Florida
 Chair of the Board of Space Florida
 505 Odyssey Way, Suite 300
 Exportation Park, FL 32952

To Executive: Robert A. Long
 ████████████████████
 ████████████████████

Section 12.10 Assignment and Successors. The rights and obligations of Executive under this Agreement are not assignable. The rights and obligations of the District under this Agreement inure to the benefit and, to the extent permitted by law, shall be binding upon the successors and assigns of the District.

Section 12.11 Set Off. The District shall be entitled to set off against any amounts it owes to Executive, any amounts Executive owes to the District, consistent with applicable law, including all such costs, damages, or liability against any payments otherwise owed to the District by Executive.

Section 12.12 Jury Trial. **THE PARTIES HEREBY KNOWINGLY, WILLINGLY AND VOLUNTARILY WAIVE IRREVOCABLY ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY IN CONNECTION WITH THIS AGREEMENT AND EXECUTIVE'S EMPLOYMENT WITH THE DISTRICT.**

Section 12.13 Certificate of Understanding. Executive represents and agrees that Executive received a copy of this Agreement for review and study before being asked to sign it; read this Agreement carefully; had sufficient opportunity before the Agreement was signed to ask

questions about the provisions of the Agreement; understands his rights and obligations under the Agreement and voluntarily signed this Agreement.

IN WITNESS WHEREOF, the parties have executed this Employment Agreement on the dates indicated below and to be effective on the day and year specified herein.

“Executive”

The “District”

By: _____
Robert A. Long

SPACE FLORIDA, an independent special District, body politic and corporate, and a subdivision of the State of Florida

Date: September __, 2023

By: _____
Jeanette Nuñez Lieutenant Governor
State of Florida
As Its: Chair
Date: September __, 2023

EXHIBIT A

RESOLUTION
of the:
Space Florida
Board of Directors
pertaining to
Appointment of President

WHEREAS, Space Florida is an independent special district, a body politic and corporate, and a subdivision of the State of Florida created by Chapter 2006-60, Laws of Florida, for the purpose of strengthening the state's leadership in civil, commercial, and military aerospace activity; and

WHEREAS, Space Florida's purpose is to foster the growth and development of a sustainable and world-leading aerospace industry within the state of Florida and to promote aerospace business development by facilitating business financing, spaceport operations, research and development, workforce development and innovative education programs; and

WHEREAS, the Space Florida Board of Directors desires to employ Robert A. Long as its President upon the terms and conditions as set forth in that Employment Agreement attached hereto as Attachment A; and

WHEREAS, Robert A. Long is willing to accept employment and enter into that Employment Agreement attached hereto as Attachment A under the terms and conditions identified therein; and

WHEREAS, the Board of Directors of Space Florida intends now to exercise the appointment of Robert A. Long, to act as the President of Space Florida, in conjunction with Section 331.310(2)(c), *Florida Statutes*, having such official title, functions, duties, powers and salary as described in that Employment Agreement attached hereto as Attachment A.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SPACE FLORIDA, that Robert A. Long is hereby appointed as President of Space Florida under the terms and conditions identified in that Employment Agreement attached hereto as Attachment A, effective as of October 2, 2023.

RESOLVED this ___ day of September, 2023.

SPACE FLORIDA, an independent special

By: Its Board of Directors

By: _____
Chair

ATTEST:

By: _____

Title: _____