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January 20, 2019

VIA E-MAIL: RSCHLOTMAN@ENTERPRISEFLORIDA.COM

Robert Schlotman
CFO, Senior Vice President
Enterprise Florida, Inc.
101 North Monroe Street
Tallahassee, FL 32301

Re: Legal Counsel- Enterprise Florida, Inc.

Dear Mr. Schlotman:

The purpose of this letter is to summarize the continuing provision of ongoing legal services by Shutts & Bowen, LLP (Shutts) to Enterprise Florida, Inc (EFI). These terms shall be retroactive to January 1, 2019, and continue in effect until December 31, 2019, at which time the parties may agree to new terms, and superseding all prior oral and written agreements between Shutts and EFI.

Scope of Engagement. We have agreed that our engagement is limited to the purposes of providing general corporate and regulatory legal counsel to EFI.

Staffing. Ben Gibson will serve as the primary contact for you and will utilize a team of Shutts attorneys (both partners and associates) and legal assistants to provide such services to you. We will provide legal counsel to you in accordance with this letter and in reliance upon information and guidance provided by you, to keep you reasonably informed of progress and developments, and to respond to your inquiries.

Cooperation. To enable us to represent you effectively, you agree to cooperate fully with us in all matters relating to your matter, and to fully and accurately disclose to us all facts and documents that may be relevant to the matter or that we may otherwise request. You also will make yourself reasonably available to attend meetings and conferences, hearings and other proceedings. You agree to pay our statements for services and other charges as stated below.

Fees. Mr. Gibson's services will be billed at a flat monthly rate of ten thousand dollars (\$10,000.00). Should EFI require use of other Shutts attorneys or paralegals due to the size or complexity of specialized matters, such attorneys will be billed at standard hourly rates ranging from \$185 for our newest associates to \$695 for senior partners. Any litigation matters will be handled in a separate engagement at standard hourly rates depending on EFI's needs and the size and complexity of the litigation. Every effort will be made to provide the best value of service to you in line with your goals.

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Costs and Expenses. The firm typically incurs costs in connection with legal representation. These costs may include such matters as filing fees for lawsuits, long distance telephone charges, special postage, delivery charges, telecopy and photocopy charges and related expenses, travel expenses, meals and use of other service providers, such as printers or experts. EFI agrees to reimburse such reasonable costs, with travel expenses being reimbursed at standard EFI reimbursement rates.

Payment of Statements. We ask and expect payment of our statements on a current basis, since delayed payments add to our overall cost of providing services.

Termination of Representation. You may terminate our representation at any time by notifying us. Your termination of our services will not affect the responsibility of you for payment of outstanding statements and accrued fees and expenses incurred before termination or incurred thereafter in connection with an orderly transition of the matter. If such termination occurs, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers.

We may withdraw from representation if the obligations under this agreement are not fulfilled, including the obligation to pay our fees and expenses, or as permitted or required under any applicable standards of professional conduct or rules of court, or upon our reasonable notice.

Standard EFI Contract Terms. EFI's standard contract terms are attached to this letter and incorporated herein.

I believe the foregoing covers the essential elements of our relationship. If you would like for me to explain other aspects of our representation, I would be pleased to do so. Please review this letter carefully and, if it meets with your approval, please sign the enclosed copy of this letter and return it to me. By signing this letter you acknowledge that you have the authority to legally bind EFI to these terms and that such terms shall be binding and enforceable on your successors.

We appreciate the trust you place in us as our client and we look forward to continuing to serve you with the highest standards of excellence, integrity, and trust. If you have any questions, please call me at 850-241-1723.

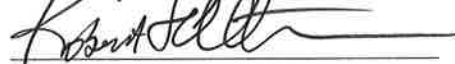
Sincerely,



Benjamin J. Gibson

Agreed and accepted:

For: Enterprise Florida, Inc.



By: Robert Schlotman, CFO & SVP

Date: 1-22-19

cc: Jamal Sowell, President & CEO

Enterprise Florida Standard Contract Terms & Agreements 2018-2019

1. This Agreement may not be assigned. This Agreement shall bind the heirs, successors, and permitted assigns of the parties.
2. EFI may terminate this Agreement with or without cause at any time by providing written notice to Contractor. A termination for cause may occur due to (i) Contractor's willful misconduct or gross negligence; or (ii) Contractor's conscious disregard of its obligations hereunder or of any other duties mutually agreed upon; or (iii) intentional failure to timely produce required deliverables.
3. In the event of termination, EFI's sole obligation and liability to Contractor, if any, shall be to pay Contractor that portion of the expenses allowed under this Agreement that were incurred prior to the effective date of termination and unable to be reasonably cancelled.
4. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute full and complete release of EFI by Contractor from any and all claims, demands, and courses of action whatsoever which Contractor may have against EFI.
5. Contractor shall (i) comply with all relevant federal, state and local laws designed to prevent discrimination so that Contractor does not discriminate against any person who performs work hereunder because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin or ancestry, or age; (ii) include in all solicitations or advertisements for employees the phrase "Equal Opportunity Employer"; (iii) if applicable, comply with any and all federal, state or local reporting requirements; and (iv) be declared in default of this Agreement if it fails to comply with any such reporting requirements of (iii) above or if Contractor is found guilty of any violation of any of the foregoing laws.
6. To the extent required by section 287.134(3)(a), Florida Statutes, and EFI's contract with the Florida Department of Economic Opportunity (DEO), Contractor acknowledges notice of the requirements of section 287.134(2)(b), Florida Statutes. To its knowledge, the Contractor has not been placed on the discriminatory vendor list described by section 287.134, Florida Statutes. To the extent required by Florida Statutes 287.133(2)(a), the Contractor affirms that it is aware of the provisions of section 287.133(2)(b), Florida Statutes. Contractor affirms that at no time has it been convicted of a Public Entity Crime and agrees that any such conviction during the term of this Agreement may result in termination of this Agreement.
7. Contractor shall retain and maintain all records and make such records available for an audit as may be requested. Such records shall be retained by Contractor for a minimum period of seven (7) years after termination of this Agreement. The records shall be subject at all times to inspection, review, or audit by state personnel of the Office of the Auditor General, Department of Financial Services, Office of the Chief Inspector General, or other personnel authorized by DEO and copies of the records shall be delivered to DEO upon request.
8. Pursuant to its contract with DEO, EFI's obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature of the State of Florida and DEO's funding obligations to EFI. Within 30 days of its awareness of such, EFI will notify Contractor if there will be a shortfall in funding which will impact payment of this contract.
9. EFI does not endorse any contractor, commodity, or service, and this Agreement may not be used to imply any such endorsement.
10. The terms and provisions of this Agreement constitute the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties relating to such subject matter. No change or modification of this Agreement shall be effective unless made in writing and signed by both parties hereto.
11. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Any litigation arising under this Agreement shall be brought in the appropriate court in Orange County, Florida, applying Florida Law.
12. If any provision of this Agreement is deemed to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions. All questions with respect to this Agreement and the rights and liabilities of the parties, are governed by the laws of the State of Florida.
13. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs as deemed just and proper.
14. Grantee shall not use any funds paid pursuant to this Agreement for lobbying the Florida Legislature, the Florida judicial branch, or any State agency.
15. Pursuant to its contract with DEO, EFI requires Contractor to report on the use of minority and service-disabled veteran business enterprises. This report will be in a form provided by EFI and must be submitted with the final payment request.
16. EFI 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 contractor or subcontractor cause for termination of this Agreement.

- a. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires the DEPARTMENT contracts in excess of nominal value to expressly require Grantees to:
 1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Grantee during the Agreement term; and,
 2. Include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
- b. 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/qc_1185221678150.shtm

- c. If Contractor does not have an E-Verify MOU in effect, Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement

17. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this Agreement, or in any way connected with this Agreement, the Contractor shall refer the discovery or invention to EFI to determine whether patent protection will be sought in the name of the State of Florida. Additionally, in the event that any books, manuals, films, or other copyrightable materials are produced, the Contractor shall notify EFI.

18. ACCESS TO RECORDS AND PUBLIC RECORDS REQUIREMENTS:

a. Contractor shall keep and maintain public records required by EFI to perform Contractor's responsibilities hereunder.

b. Contractor shall, upon request from EFI's custodian of public records, provide EFI with a copy of the requested records or allow the records to be inspected or copied by the public records requestor within a reasonable time per the cost structure provided in chapter 119, F.S., or as otherwise provided by law.

c. Contractor shall ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

d. Upon completion of the contract, Contractor shall transfer, at no cost to EFI, all public records in possession of Contractor or keep and maintain public records required by EFI to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to EFI, upon request from the EFI's custodian of public records, in a format that is compatible with the information technology systems of EFI.

e. Pursuant to section 288.901(1)(b), Florida Statutes, Contractor acknowledges that the Legislature has determined it is in the public interest and reflects the state's public policy that EFI operate in the most open and accessible manner consistent with its public purposes. To this end, EFI and its divisions, boards, and advisory councils, or similar entities created or managed by EFI, are subject to the provisions of chapter 119 relating to public records and those provisions of chapter 286 relating to public meetings and records.

f. If EFI does not possess a record requested through a public records request and the record is one that is in Grantee's possession, EFI shall immediately notify Contractor of the request, and Contractor must provide the records to EFI or allow the records to be inspected or copied within a reasonable time.

g. EFI does not endorse any contractor, commodity, or service.

h. Contractor acknowledges that EFI may unilaterally cancel this Agreement if Contractor refuses to allow public access to all documents, papers, letters, or other material made or received in conjunction with the Agreement, unless the records are exempt from section 24(a) of Art. I of the Florida Constitution and section 119.07(1), Florida Statutes. If Contractor fails to provide public records to EFI within a reasonable time it may be subject to penalties under section 119.10, Florida Statutes.

i. In the event of a conflict between any provision within this Agreement and the provisions of Florida's public records and sunshine laws contained within Article I, Section 24 of the Florida Constitution, Chapter 119, Florida Statutes, section 286.011, Florida Statutes, and including all applicable exemptions therefrom, the provisions of Florida law shall prevail. Further, EFI shall not be liable to Grantee for any disclosures that EFI deems required under Florida law, and the necessity of such disclosure shall be at EFI's sole discretion determined in conjunction with its legal counsel.

j. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by phone at: 850-**

298-6620, by email at: kkeenan@enterpriseflorida.com, or by mail at: Enterprise Florida, Inc., Public Records Coordinator, 101 North Monroe Street, Suite 1000, Tallahassee, Florida 32301.

18. Pursuant to section 288.904(6)(b), Florida Statutes a contract entered into between Enterprise Florida, Inc., and any other public or private entity shall include the following information:

1. The purpose of the contract is: to provide legal services to EFI.
2. Specific performance standards and responsibilities for each entity are: outlined in attached engagement letter.
3. A detailed project or contract budget, if applicable, is: outlined in attached engagement letter.
4. The value of any services provided is: \$10,000 per month.
5. The projected travel and entertainment expenses for employees and board members, if applicable, are: N/A.