

# MEMORANDUM

Agenda Item No. 8(N)(6)

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**TO:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**DATE:** April 21, 2026

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution waiving competitive bidding procedures pursuant to section 5.03(D) of the Home Rule Charter and section 2-8.1(b)(1) of the Code by a two-thirds vote of the Board members present and approving the Miami Freedom Park Project Management Agreement between Miami Dade County and Miami Freedom Park, LLC for the construction of Miami Freedom Park Drive funded by an \$8,000,000.00 state infrastructure grant; and authorizing the County Mayor to execute same and exercise all rights and provisions contained therein, including any renewals or termination provisions

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The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Prime Sponsor Commissioner Natalie Milian Orbis.

  
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Geri Bonzon-Keenan  
County Attorney

GBK/uw

MDC001

# Memorandum



**Date:** April 21, 2026

**To:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava *Daniella Levine Cava*  
Mayor

**Subject:** Waiver of Competitive Bidding for Authorization to Execute a Project Management Agreement with Miami Freedom Park, LLC for the Construction of Miami Freedom Park Drive

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## **Executive Summary**

This item recommends approval by the Board of County Commissioners (Board) of a Project Management Agreement with Miami Freedom Park, LLC (MFP) for the design and construction of Miami Freedom Park Drive, a publicly owned roadway serving the Miami Freedom Park development. Under the Agreement, the County will administer a \$8,000,000 Florida Job Growth Infrastructure Grant and delegate project delivery responsibilities to MFP, which will design and construct the roadway and fund any costs exceeding the grant amount. The grant requires the County to retain an independent construction engineering and inspection (CEI) consultant to provide oversight, funded by five percent of the grant amount (i.e., \$400,000). The roadway will be publicly owned upon completion, and the Agreement does not impose construction cost liability on the County.

## **Recommendation**

It is recommended that the Board waive competitive bidding requirements pursuant to Section 2-8.1 of the Miami-Dade County Code and Section 5.03(D) of the Home Rule Charter and authorize execution of the Project Management Agreement with MFP. This waiver is in the County's best interest because the proposed delivery approach consolidates construction of a public roadway with ongoing private site development activities at the same location. MFP is already mobilized as the master developer for the broader Miami Freedom Park site and has assumed responsibility for project cost overruns beyond the State grant amount. Delivering the roadway through the developer avoids duplicative mobilization, reduces schedule risk and supports timely compliance with the infrastructure readiness stipulated by the grant.

MFP selected Lemartec Coporation as the Construction Manager. Under Section 255.20(1)(c)(7) of the Florida Statutes, competitive award requirements for public construction may be waived when delay associated with a competitive procurement would cause public funding to be diminished or lost. Here, consolidating delivery through the developer's existing mobilization and schedule is necessary to ensure timely expenditure of the State grant and preserve the full funding allocation; therefore, the proposed approach satisfies the statutory exception.

**Scope**

The project is located at the Miami Freedom Park property, generally at 1400 NW 37th Avenue, Miami, Florida, within Commission District 6, represented by Commissioner Natalie M. Orbis.

**Delegation of Authority**

In accordance with Section 2-8.3 of the Miami-Dade County Code, the County Mayor or County Mayor's designee is authorized to execute the Project Management Agreement, including termination or cancellation provisions therein, and all documents related to the construction, reimbursement, and expenditure of the grant funds.

**Fiscal Impact/Funding Source**

There is no fiscal impact to the County. The construction project is entirely funded by an \$8,000,000 grant from the Florida Job Growth Grant Fund, administered by the Florida Department of Commerce (Commerce Agreement No. G0133). The County's obligation to pay the Project Manager is on a cost-reimbursement basis and is strictly contingent upon the prior receipt of the corresponding \$8,000,000 in funding from the Department of Commerce. The Project Manager, MFP, shall assume full responsibility for any costs exceeding the \$8,000,000 grant amount, thereby ensuring the County incurs no costs associated with the roadway construction.

Additionally, the Project Manager is also required to reimburse the County for the CEI services in an amount equal to five percent of the grant amount, not to exceed a maximum of \$400,000.

**Track Record/Monitor**

Mia Marin, Department of Transportation and Public Works (DTPW) Grants Planning Manager, will monitor grant administration and reimbursements. Alejandro Barrios, DTPW Assistant Director of Construction, will oversee construction activities.

**Background**

This Agreement supports the Miami Freedom Park development, a \$1.5 billion private investment featuring a 58-acre public park, a technology hub, and the InterMiami CF stadium. Miami Freedom Park Drive is the critical arterial road transecting the site, providing essential access for the general public, city residents visiting the new municipal administration building, and sports fans. The specific scope of work entails the complete development of Miami Freedom Park Drive as a new, publicly owned four-lane arterial roadway. Construction includes the installation of approximately 3,600 linear feet of roadway, featuring sub-grade preparation, base application, and multi-layered asphaltic concrete surfacing, along with necessary drainage systems and multiple turn-off locations to serve the 58-acre public park and surrounding hospitality venues.

The Project Management Agreement is tied to the State Grant Agreement (G0133), which became effective August 9, 2024. Although the grant has a final expiration date of December 31, 2039, the funding is intended to support near-term infrastructure delivery and is subject to performance and expenditure expectations tied to development schedules. The proposed delivery model aligns the State-funded roadway with the developer's active construction

Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners  
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schedule to facilitate timely completion and minimize duplication of construction staging and costs.



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Jimmy Morales  
Chief Operating Officer



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**DATE:** April 21, 2026

**FROM:**   
Cliff Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 8(N)(6)

Please note any items checked.

- “3-Day Rule” for committees applicable if raised**
- 6 weeks required between first reading and public hearing**
- 4 weeks notification to municipal officials required prior to public hearing**
- Decreases revenues or increases expenditures without balancing budget**
- Budget required**
- Statement of fiscal impact required**
- Statement of social equity required**
- Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- No committee review**
- Requires more than a majority vote (i.e., 2/3’s present , 2/3 membership \_\_\_\_, 3/5’s \_\_\_\_, unanimous \_\_\_\_, majority plus one \_\_\_\_, CDMP 7 votes (majority of membership) \_\_\_\_, CDMP 2/3 members present but not less than 7 votes (majority of membership) \_\_\_\_, CDMP 9 votes (2/3 membership) \_\_\_\_\_) to approve**
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(N)(6)  
4-21-26

RESOLUTION NO. \_\_\_\_\_

RESOLUTION WAIVING COMPETITIVE BIDDING PROCEDURES PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1(B)(1) OF THE CODE OF MIAMI-DADE COUNTY BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT AND APPROVING THE MIAMI FREEDOM PARK PROJECT MANAGEMENT AGREEMENT BETWEEN MIAMI DADE COUNTY AND MIAMI FREEDOM PARK, LLC FOR THE CONSTRUCTION OF MIAMI FREEDOM PARK DRIVE FUNDED BY AN \$8,000,000.00 STATE INFRASTRUCTURE GRANT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ALL RIGHTS AND PROVISIONS CONTAINED THEREIN, INCLUDING ANY RENEWALS OR TERMINATION PROVISIONS

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that:

**Section 1.** This Board finds in the best interest of Miami-Dade County to waive competitive bidding procedures and authorize a non-competitive contract pursuant to section 5.03(D) of the Home Rule Charter and section 2-8.1(b)(1) of the Code of Miami-Dade County by a two-thirds vote of the Board members present, and approves the Miami Freedom Park Project Management Agreement between Miami-Dade County and Miami Freedom Park, LLC, in substantially the form attached hereto, for the construction of Miami Freedom Park Drive funded by an \$8,000,000.00 State infrastructure grant.

**Section 2.** This Board further authorizes the County Mayor or County Mayor's designee to execute the agreement on behalf of Miami-Dade County, and to exercise all provisions of the contract, including any renewals or termination provisions, pursuant to section 2-8.1 of the County Code and Implementing Order 3-38.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 21<sup>st</sup> day of April, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Bruce Libhaber

**MIAMI FREEDOM PARK  
PROJECT MANAGEMENT  
AGREEMENT**

This MIAMI FREEDOM PARK PROJECT MANAGEMENT AGREEMENT (together with the exhibits hereto, the "**Agreement**") is entered into as of February \_\_\_\_, 2026 (the "**Effective Date**"), by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (the "**County**"), and MIAMI FREEDOM PARK, LLC, a Delaware limited liability company (the "**Project Manager**").

**RECITALS**

**WHEREAS**, pursuant to Section 288.101, Florida Statutes ("**F.S.**") the County submitted through the State of Florida, Department of Commerce ("**Commerce**") a proposal for funds under the Florida Job Growth Infrastructure Grant Program for the development of Miami Freedom Park Drive, a critical publicly owned road that transects Miami Freedom Park (the "**Project**," which is further described in Exhibit A, Scope of Work, to the Grant Agreement, as defined below).

**WHEREAS**, the construction of Miami Freedom Park will result in a \$1.5 billion private investment on property owned by the City of Miami generally located at 1400 NW 37<sup>th</sup> Avenue, Miami, Florida (the "**Property**"), to complete (i) a 58 acre public park, (ii) a technology hub intended to attract established and emerging companies, (iii) entertainment and hospitality venues, including retail, restaurants, and hotels, and (iv) a state-of-the-art facility that will be home to InterMiami CF.

**WHEREAS**, in addition to the private investment, the City of Miami, Florida, has commenced construction of a new eight story municipal administration building (in proximity to Miami Freedom Park Drive) that will house offices for a significant portion of city services.

**WHEREAS**, Miami Freedom Park Drive – as the main public road through the proposed development - will serve the needs of the general public accessing the 58-acre public park, the businesses locating in the technology hub, the visitors enjoying the entertainment and hospitality venues, the fans attending the games of InterMiami CF, and the City of Miami residents visiting the new municipal administration building.

**WHEREAS**, the Project Manager and the City of Miami, Florida, a Florida municipal corporation, entered into that certain Ingress and Egress Easement Agreement, dated February 9, 2023 (the "**Access Agreement**"), attached hereto as **Exhibit A**, pursuant to which Miami Freedom Park Drive is established, and pedestrian and vehicular access is granted for the benefit of, amongst others, the guests and patrons of the development on the Property.

**WHEREAS**, based on the County's submitted proposal and any amendments thereto (collectively, the "**Proposal**"), Commerce determined that the Project is necessary to facilitate the economic development and growth of the State of Florida (the "**State**") and, therefore, recommended to the Governor of the State the issuance of a grant to the County in the amount of \$8,000,000 earmarked for the Project.

**WHEREAS**, on August 9, 2024 (the "**Grant Effective Date**"), the Governor authorized Commerce to enter into that certain Florida Job Growth Infrastructure Grant Agreement, dated

June 10,, 2025 (the "Grant Agreement") between Commerce and the County, a copy of which is attached as Exhibit B and made a part of this Agreement.

**NOW, THEREFORE**, in consideration of the agreements and covenants hereinafter set forth, and intending to be legally bound, the parties hereto covenant and agree as follows:

## **AGREEMENT**

### **1. Project Manager Obligations**

- 1.1 Subject to the terms and conditions set forth in this Agreement, Project Manager hereby agrees to perform the obligations of the County to successfully complete the Scope of Work in accordance with the terms and conditions of the Grant Agreement and all attachments and exhibits attached thereto, including, but not limited to, the obligations set forth in Section 2c. of the Scope of Work to (a) provide at least \$400 million in private investment in connection with the Project, (b) the creation of at least 1,795 New Jobs as a result of the Project, and (c) the retention of [N/A] Retained Jobs as a result of the Project (the "**Project Manager Obligations**"). County hereby represents that the County has informed Commerce of, and Commerce has not objected to, the County's intent to enter into this Agreement with the intent to have the Project Manager complete the obligations under the Grant Agreement. Capitalized terms not otherwise defined in this Agreement shall have the meaning set forth in the Grant Agreement.
- 1.2 Project Manager expressly confirms and acknowledges that it is aware of the provisions of the Grant Agreement and all attachments and exhibits attached thereto.
- 1.3 Project Manager acknowledges that, under the terms of the Access Agreement, the Project Manager remains responsible, at its sole cost and expense, for maintaining Miami Freedom Park Drive in good condition and state of repair (subject to the conditions set forth therein). Project Manager further acknowledges that the County shall not be responsible for any maintenance and repair of Miami Freedom Park Drive.
- 1.4 Project Manager will, or cause its subcontractor to, maintain all licences required by applicable Law related to the Project Manager Obligations and diligently perform the Project Manager Obligations so that such completed Project Manager Obligations: (i) satisfies the requirements of, and does not violate any terms, applicable to the Project Manager Obligations of the Grant Agreement and (ii) complies with all applicable laws relating to the Project Manager Obligations, including the provisions of Section 288.101, F.S.

### **2. Relationship of the Parties**

- 2.1 Project Manager is an independent entity in all respects with regard to this Agreement. Nothing contained in this Agreement shall: (i) authorize or empower either party to act as partner or agent of the other party in any manner; (ii) authorize, or empower or deem one party to assume or create

any obligation or responsibility whatsoever, express or implied, on behalf of or in the name of any other party; or (iii) authorize, empower or deem a party to bind any other party in any manner or make any representation, warranty, covenant, agreement, or commitment on behalf of any other party.

- 2.2 Project Manager's personnel will at all times be considered employees or agents of Project Manager and will not for any purpose be considered employees or agents of the County. Project Manager shall assume full responsibility for the actions or inactions of the personnel it provides, and shall be solely responsible for the supervision, direction, control, salaries, workers' compensation coverage, disability and other insurance, benefits, and all other obligations required by law relating to its personnel.

### **3. Compensation; Cost Overruns; Payment Mechanics**

- 3.1 Pursuant to the disbursement schedule set forth in Section 4 of the Scope of Work, Project Manager shall be entitled to cost reimbursement for the expenses related to the completion of the Scope of the Work in the manner set forth in the Grant Agreement. County shall pay Project Manager up to Eight Million Dollars and Zero Cents (\$8,000,000.00) in consideration for Project Manager's performance and services pursuant to this Agreement (the "Grant Amount"). Upon receipt of the necessary information from the Project Manager to submit invoices as set forth in Section 3.5 below, the County shall expeditiously submit such invoices to Commerce and deliver payment thereof to the Project Manager (in the manner contemplated by Section 14e. of the Grant Agreement).
- 3.2 In accordance with section 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Project Manager acknowledges that (x) the County's obligation to pay Project Manager is contingent on the receipt of funds from Commerce pursuant to the Grant Agreement and (y) Commerce has final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The lack of appropriation or availability of funds shall not constitute a default by Commerce or the County.
- 3.3 The parties acknowledge that work performed prior to the Grant Effective Date is not subject to reimbursement pursuant to this Agreement; provided, however, that work completed after the Grant Effective Date may be reimbursed in the manner set forth in the Grant Agreement.
- 3.4 Project Manager acknowledges that the Grant Amount may not be sufficient to complete the construction of the Project. Project Manager shall fund and bear any additional cost (in excess of the Grant Amount) necessary to complete the construction of the Project at no cost to Miami-Dade County.
- 3.5 Project Manager shall provide County with invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>) and with

detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:

- (a) Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of this Agreement for the invoice period. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s).
- (b) Invoices must contain Project Manager's name, address, federal employer identification number or other applicable Project Manager identification number, this Agreement number, the invoice number, and the invoice period. Commerce or County may require any additional information from Project Manager that either deems necessary to process an invoice in their sole and absolute discretion.
- (c) Invoices must be submitted in accordance with the time requirements specified in Exhibit A, SCOPE OF WORK.

3.6 Project Manager acknowledges that the County will engage a third-party to perform "construction, engineering, and inspection" services (the "CEI"). The CEI will conduct audits/reviews of (i) the invoices for reimbursement submitted by the Project Manager pursuant to this Agreement and (ii) the construction work undertaken by or on behalf of the Project Manager to complete the Project (the "CEI Services"). Project Manager shall cooperate and assist the CEI in conducting such audit/reviews and, to the extent necessary, implement such remedial action as reasonably necessary to remedy any deficiency in documentation or work product. Project Manager hereby agrees to reimburse the County for the CEI Services an amount equal to five percent (5%) of the Grant Amount (a maximum amount of \$400,000). After delivery of payment by the County to Project Manager pursuant to this Agreement, the County shall deliver to Project Manager an invoice for reimbursement equal to five percent (5%) of such amount paid from the Grant Amount by the County to Project Manager (the "CEI Reimbursement"), and Project Manager shall deliver payment of the CEI Reimbursement to the County within ten (10) business days after receipt of funds. The County represents and warrants the following: (i) the Project Manager's payment of the CEI Reimbursement does not violate the terms of the Grant Agreement, (ii) the County has discussed with the Department of Commerce the payment of the CEI Reimbursement, and (iii) the Department of Commerce has not objected to the payment thereof.

**4. REQUIREMENTS OF SECTION 287.058(1)(A) THROUGH (I), FLORIDA STATUTES:**

- 4.1 Project Manager shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.
- 4.2 Travel expenses are not authorized under this Agreement.

- 4.3 County shall have the right to unilaterally cancel this Agreement for Project Manager's refusal to allow public access to all documents, papers, letters, or other materials made or received by Project Manager in conjunction with this Agreement, unless the records do not constitute public records or are exempt from disclosure, each pursuant to s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.
- 4.4 Project Manager shall perform all tasks contained in Exhibit A, SCOPE OF WORK, attached hereto and incorporated herein.
- 4.5 County shall not pay Project Manager until Commerce: has remitted payment to the County, which will occur after Commerce (1) determines satisfactory completion of each Deliverable described in the SCOPE OF WORK in accordance with the "Minimum Level of Service" and (2) gives County written notice of same.
- 4.6 Project Manager must meet all requirements listed in Exhibit A, SCOPE OF WORK, and complete them by the specified deadline to fulfill the terms of this Agreement.
- 4.7 This Agreement may not be renewed.
- 4.8 If Project Manager fails to perform in accordance with this Agreement, Commerce may apply the financial consequences specified in Exhibit A, SCOPE OF WORK, of this Agreement, and Project Manager will reimburse County for any financial consequences imposed by Commerce and caused by the Project Manager's failure to perform.

**5. Insurance**

- 5.1 Project Manager will provide insurance coverage with the minimum coverage terms and limits set forth in Section 18 of the Grant Agreement.

**6. Design and Construction**

- 6.1 As required by the Grant Agreement, Project Manager shall undertake the design and construction of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including any other applicable standards and specifications. Project Manager shall comply with all obligations in the Scope of Work to obtain certifications and provide notices and reporting as set forth in the Grant Agreement in such a manner that would permit the County to comply with its obligations under the Grant Agreement.
- 6.2 Pursuant to Section 2-8.1 of the Miami-Dade County Code of Ordinances and Miami-Dade County Implementing Order No. 3-38, the Board of County Commissioners, considering the exigencies to complete the Project, waived any requirements to competitively bid this Agreement and such waiver applies to the selection of the contractor by the Project Manager to perform the construction contemplated by the Grant Agreement. Project Manager has retained Lemartec Corporation pursuant to that certain Agreement, dated August 21, 2023, to serve as the Construction Manager with respect to the

overall Project.

- 6.3 Project Manager shall cause LeMartec Corporation to post a payment and performance bond in accordance with Section 337.18(1), F.S., and as set forth in the Standard Specifications set forth in the Grant Agreement.

## 7. Indemnities

- 7.1 Project Manager will (x) indemnify and hold harmless the County to the extent the County is obligated to indemnify the Department under the Grant Agreement for matters related to or arising from the Project Manager Obligations and (y) reimburse the County for any amounts due and payable by the County to Commerce for a breach of the Grant Agreement or for a recoupment of funds pursuant to Section 8h.6) and Section 10 of the Grant Agreement, except with respect to both (x) and (y) to the extent that such liability is solely caused by the act or omission of the County. In addition, Project Manager will indemnify, defend and hold the County and its officers, employees, and agents (the "Indemnified Parties") harmless against all other liabilities for death, personal injury, damages, expenses (including reasonable attorney's fees), fees, penalties, losses or liabilities incurred or asserted against the Indemnified Parties by a third party for death, personal injury, damage to property, or other claims arising from or relating to this Agreement, but only to the extent caused by Project Manager's performance or non-performance (or for the performance or non-performance of anyone employed or utilized by the Project Manager) of its obligations under this Agreement or its negligence, recklessness or intentional wrongful misconduct, subject to the provisions of Section 725.06, Florida Statutes.

## 8. State Law Provisions

- 8.1 Project Manager shall comply and require its subcontractors to comply with applicable State law requirements applicable to the Project Manager Obligations, including but not limited to the following, to the extent applicable to Project Manager or its subcontractors:
- (a) Project Manager shall not expend any funds provided under this Agreement for the purpose of lobbying the Legislature, the judicial branch, or any state agency. Commerce shall ensure compliance with sections 11.062 and 216.347, F.S.
  - (b) As required by section 287.135(5), Project Manager certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.; (4) engaged in business operations in Cuba or Syria.
  - (c) The use of E-Verify as required by Section 448.095, F.S., to determine the eligibility of all new employees hired to work on the Project

**9. Audits and Records**

- 9.1 Representatives of Miami-Dade County, The Clerk of the Court and Comptroller of Miami-Dade County, Florida Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Project Manager's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- 9.2 Project Manager shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of the Grant Amounts.
- 9.3 Project Manager shall comply with all applicable requirements of s. 215.97, F.S., and Exhibit B, AUDIT REQUIREMENTS, of the Grant Agreement, and, if an audit is required thereunder, Project Manager shall disclose all related party transactions to the auditor.
- 9.4 Project Manager shall retain all Project Manager's records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS, of the Grant Agreement. Upon County's request, Project Manager shall cooperate with the County or Commerce to facilitate the duplication and transfer of such records or documents.
- 9.5 Project Manager shall include the audit and record keeping requirements in all approved subrecipient subcontracts and assignments.
- 9.6 Within 60 calendar days of the close of Project Manager's fiscal year, on a yearly basis, Project Manager shall submit a completed AUDIT COMPLIANCE CERTIFICATION (a version of this certification is attached hereto as Exhibit C to the Grant Agreement) to the County. Project Manager's timely submittal of one completed AUDIT COMPLIANCE CERTIFICATION for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between County and Project Manager.
- 9.7 Project Manager shall (i) maintain all funds Project Manager received pursuant to this Agreement in bank accounts separate from its other operating or other special purposes accounts, or (ii) expressly designate in Project Manager's business records and accounting system, maintained in good faith and in the regular course of business, that such funds originated from this Agreement. Project Manager shall not commingle the funds provided under this Agreement with any other funds, projects, or programs. Project Manager acknowledges that Commerce may, in its sole and absolute discretion, disallow costs that

result from purchases made with commingled funds and, therefore, may not be reimbursed by County.

**10. Miscellaneous**

- 10.1 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations and understandings between the parties with respect to such subject matter.
- 10.2 Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument. All such counterparts together shall constitute one and the same agreement.
- 10.3 Survival. Cancellation, expiration or earlier termination of this Agreement shall not relieve the parties of obligations that by their nature should survive such cancellation, expiration or termination.
- 10.4 Third-Party Beneficiaries. Except with respect to Commerce, this Agreement does not create, and shall not be construed as creating, any rights or interests enforceable by any person not a party to this Agreement.
- 10.5 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The parties shall endeavour, through good-faith negotiations, to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic and practical effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.
- 10.6 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida, without regard to its conflicts of law principles.
- 10.7 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement is not made for the benefit of any Person or entity not a Party hereto, and nothing in this Agreement shall be construed as giving any Person or entity, other than the Parties and their respective successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.
- 10.8 Notices. All notices or other communications which are required or permitted hereunder shall be in writing and shall be deemed sufficiently given (i) upon delivery, if delivered personally, (ii) the day the notice is received, if it is delivered by overnight courier or certified or registered mail, postage prepaid, or (iii) upon the effective receipt of electronic transmission, facsimile, telex or

telegram (with effective receipt being deemed to occur upon the sender's receipt of confirmation of successful transmission of such notice or communication), to the addresses set forth below or such other address as the addressee may have specified in a notice duly given to sender as provided herein:

If to County: Miami-Dade County  
111 NW 1<sup>st</sup> Street, Suite 2900  
Miami, Florida 33128  
Attn: County Mayor

With a copy to: County Attorney's Office  
111 NW 1<sup>st</sup> Street, Suite 2810  
Miami, Florida 33128  
Attn: Geri Bonzon-Keenan  
E-mail: gbk@miamidade.gov

If to Project Manager: Miami Freedom Park, LLC  
800 S. Douglas Road, 7<sup>th</sup> Floor  
Coral Gables, Florida  
Attn: Pablo A. Alvarez  
E-mail: pablo.alvarez@intermiamicf.com

- 10.9 **Amendment.** No party hereto shall be bound by any termination, amendment, supplement, waiver or modification of any term hereof, unless such party shall have consented thereto in writing.
- 10.10 **No Implied Waiver.** No delay or failure on the part of any party in exercising any rights hereunder, and no partial or single exercise thereof, shall constitute a waiver of such rights or of any other rights hereunder.
- 10.11 **Assignment.** Without the prior written consent of County, the Project Manager may assign all of its rights, title and interest in, to and under this Agreement to any party (including as collateral security), provided that such Project Manager has acknowledged this Agreement.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

COUNTY:

MIAMI-DADE COUNTY, FLORIDA

ATTEST:

By: \_\_\_\_\_  
Clerk of the Board

By: \_\_\_\_\_  
Name:  
Title:

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

PROJECT MANAGER:

MIAMI FREEDOM PARK, LLC, a Delaware limited liability company

By: Devon McCarty  
Name: Devon McCarty  
Title: President

**EXHIBIT A  
INGRESS AND EGRESS EASEMENT**

Prepared by and return to:

Isabel C. Diaz, Esq.  
Holland & Knight LLP  
701 Brickell Avenue, Suite 3300  
Miami, Florida 33131

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_

## **INGRESS AND EGRESS EASEMENT AGREEMENT**

THIS INGRESS AND EGRESS EASEMENT AGREEMENT (the "**Agreement**") is made as of this 9th day of February, 2023, by the CITY OF MIAMI, a municipal corporation of the State of Florida, whose mailing address is 444 SW 2nd Avenue, 10th Floor, Miami, Florida 33130, Attn. City Manager, ("**Grantor**"), to and in favor of MIAMI FREEDOM PARK, LLC, a Delaware limited liability company, whose mailing address is 800 S. Douglas Road, 12th Floor, Coral Gables, Florida 33134, ("**Grantee**") (Grantor and Grantee are sometimes together referred to herein as the "**Parties**," and separately as the "**Party**").

### **RECITALS**

A. Grantor and Grantee entered into that certain Ground Lease for Soccer Stadium Development (the "**Stadium Lease**"), with a lease commencement date of February 9, 2023 (the "**Lease Commencement Date**"), in which Grantee agreed to develop and cause the construction of a first-class soccer stadium, and concession, entertainment and retail areas related thereto, in accordance with the Stadium Lease, at no cost to the Grantor, on that certain parcel of real property located in Miami-Dade County, Florida, legally described on Exhibit A, attached hereto and made a part hereof, ("**Stadium Parcel**").

B. Grantee has requested, and Grantor has agreed, to grant to Grantee a non-exclusive easement upon, over, and across certain real property owned by Grantor, and described and depicted on Composite Exhibit B, attached hereto and made a part hereof (the "**Easement Area**") for (i) pedestrian and vehicular ingress and egress to and from the Stadium Parcel and (ii) the construction, operation, maintenance and use of underground utilities, above-ground utilities, and public infrastructure (collectively, with respect to (ii), the "**Utility Improvements**").

C. Grantee has requested, and Grantor has agreed, to grant to Grantee a non-exclusive easement upon, over, and across certain real property owned by Grantor, and described and depicted on Composite Exhibit C, attached hereto and made a part hereof (the "**Pedestrian Bridge Easement Area**") for pedestrian ingress and egress to and from the Stadium Parcel (the "**Pedestrian Bridge Improvements**").

### **AGREEMENT**

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree and covenant, for themselves, their heirs, successors and assigns as follows:

1. **Recitals.** The Recitals to this Agreement are true and correct and are hereby incorporated by reference and made a part hereof.

2. **Grant of Easement.** Grantor hereby grants to Grantee and each of Grantee's designated tenants, licensees, invitees, employees, guests, patrons, agents and contractors (I) a non-exclusive easement upon, over, and across the Easement Area for (i) pedestrian and vehicular ingress and egress to and from the Stadium Parcel, including such roads and parkways in the Easement Area (collectively the "Roads"), and (ii) the construction, operation, maintenance and use of the Utility Improvements; and (II) a non-exclusive easement upon, over, and across the Pedestrian Bridge Easement Area for (i) pedestrian ingress and egress to and from the Stadium Parcel and (ii) the construction, operation, maintenance and use of the Pedestrian Bridge Improvements. Grantor acknowledges and agrees that the Roads identified on the Easement Area for vehicular ingress and egress, as provided herein, shall not be dedicated as public rights of ways, unless otherwise required by applicable law. Further, without written approval of Grantor and Grantee, neither the Easement Area nor the Pedestrian Bridge Easement Area shall be reconfigured, blocked, closed or altered in any manner that materially changes the location or configuration of the Roads or results in a restriction of access to and from the Stadium Parcel. For the avoidance of doubt, this Agreement does not constitute the approval of any utility-specific easement and, to the extent that any utility requires that the Grantor enter into a separate easement for the placement of its utilities within the Easement Area, then such utility-specific easement shall require review and approval by the City Commission of the City of Miami, Florida.

3. **Maintenance of Easement Area and Pedestrian Bridge Easement Area.** Grantee shall be responsible, at its sole cost and expense, for maintaining the Easement Area, including the Roads and the adjacent lights and sidewalks, and the Pedestrian Bridge Easement Area in good condition and state of repair; provided that Grantor shall be responsible for repairing any damage caused to such areas as a result of Grantor's or its invitees' use of such areas. Such maintenance and repairs shall conform to commercially reasonable standards consistent with and necessary to preserve the function and quality of the infrastructure and the improvements located within the Easement Area, including the Roads, and the Pedestrian Bridge Easement Area.

4. **Severability.** If any provision of this Agreement shall be invalid or shall be determined to be void by any court of competent jurisdiction, then such provision or determination shall not affect any other provisions of this Agreement, all of which other provisions shall remain in full force and effect. It is the intention of the Parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provisions shall have the meaning which renders it valid.

5. **Headings.** The headings set forth herein are merely for convenience and shall not be deemed to in any way expand or limit the interpretation of the provisions of this Agreement.

6. **Term.** This Agreement shall become effective upon recordation and shall continue in effect from the effective date of this Agreement until the later of (i) the last day of the thirtieth (30<sup>th</sup>) Lease Year (as hereinafter defined) or (ii) thirty (30) days after the end of the MLS (as defined in the Stadium Lease) season during which the thirtieth (30<sup>th</sup>) anniversary of the Lease Commencement Date occurs (or later if Grantee elects to exercise its options to extend the Stadium

Lease term), unless released sooner with the written consent of Grantor and Grantee, or their respective successors and/or assigns; provided, however, if the Stadium Lease is terminated prior to the expiration of the then applicable term (including any option or renewal term), this Agreement shall continue in effect through the expiration of the term (including any option or renewal term) of any Sublease then in effect and subject to a Non-Disturbance Agreement (as defined in the Stadium Lease). For purposes hereof, "Lease Year" shall refer to each twelve (12) month period during the Stadium Lease term commencing on January 1 and ending on December 31, except that if the Lease Commencement Date does not fall on January 1, the first Lease Year shall be the period from the Lease Commencement Date through the following December 31, and the last Lease Year shall end on the date of expiration of the Stadium Lease term if a day other than December 31.

7. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public or for the general public or for any public purposes whatsoever, it being the intention of Grantor that this Agreement shall be strictly limited to and for the purposes herein expressed.

8. **Covenant Running with the Land.** The easements hereby granted and the requirements herein contained shall run with the land and shall inure to the benefit of, and be binding upon, the Parties hereto and their respective heirs, successors and assigns, including, any subsequent owners of all or any part of the Easement Area, the Stadium Parcel, and all persons claiming under them.

9. **Remedies.** Enforcement of this Agreement shall be exclusively by action at law or in equity against any Parties or persons violating or attempting to violate any provision of this Agreement. Each Party shall be responsible for its own attorney's fees and costs. This enforcement provision shall be in addition to any other remedies available at law or in equity or both.

10. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) three (3) days after depositing with the United States Postal Service, postage prepaid, (ii) one day after depositing with a nationally recognized overnight courier service, or (iii) on the day of hand delivery (provided such delivery occurs prior to 5:00 p.m. E.S.T.), to the address listed above or to such other address as either Party may from time to time designate by written notice in accordance with this paragraph.

11. **Construction of Agreement.** This Agreement shall not be more strictly construed against any one of the Parties in any claim under any provisions hereto. In constructing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.

12. **Authority.** The persons signing below on behalf of Grantor and Grantee, respectively, represent and warrant that they each have full right and authority to execute this Agreement, that they are authorized to do so and that no consents of any person(s) are required other than those which have already been obtained.

13. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement may only be released, amended, modified, supplemented or revised in writing by Grantor and Grantee, or their respective successors and/or assigns, and any modification shall be effective only upon recordation in the Public Records of Miami-Dade County, Florida.

[SIGNATURE PAGES FOLLOW]



Signed in the presence of:

**GRANTEE:**

**MIAMI FREEDOM PARK, LLC,**  
a Delaware limited liability company

Deborah Chin  
Print Name: DEBORAH CHIN

By: Jorge Mas  
Name: Jorge Mas  
Title: Authorized Representative

Sara Lopez  
Print Name: Sara Lopez

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization. this 22nd day of December, 2022, by Jorge Mas, as authorized representative of MIAMI FREEDOM PARK, LLC, a Delaware limited liability company, on behalf of said limited liability company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

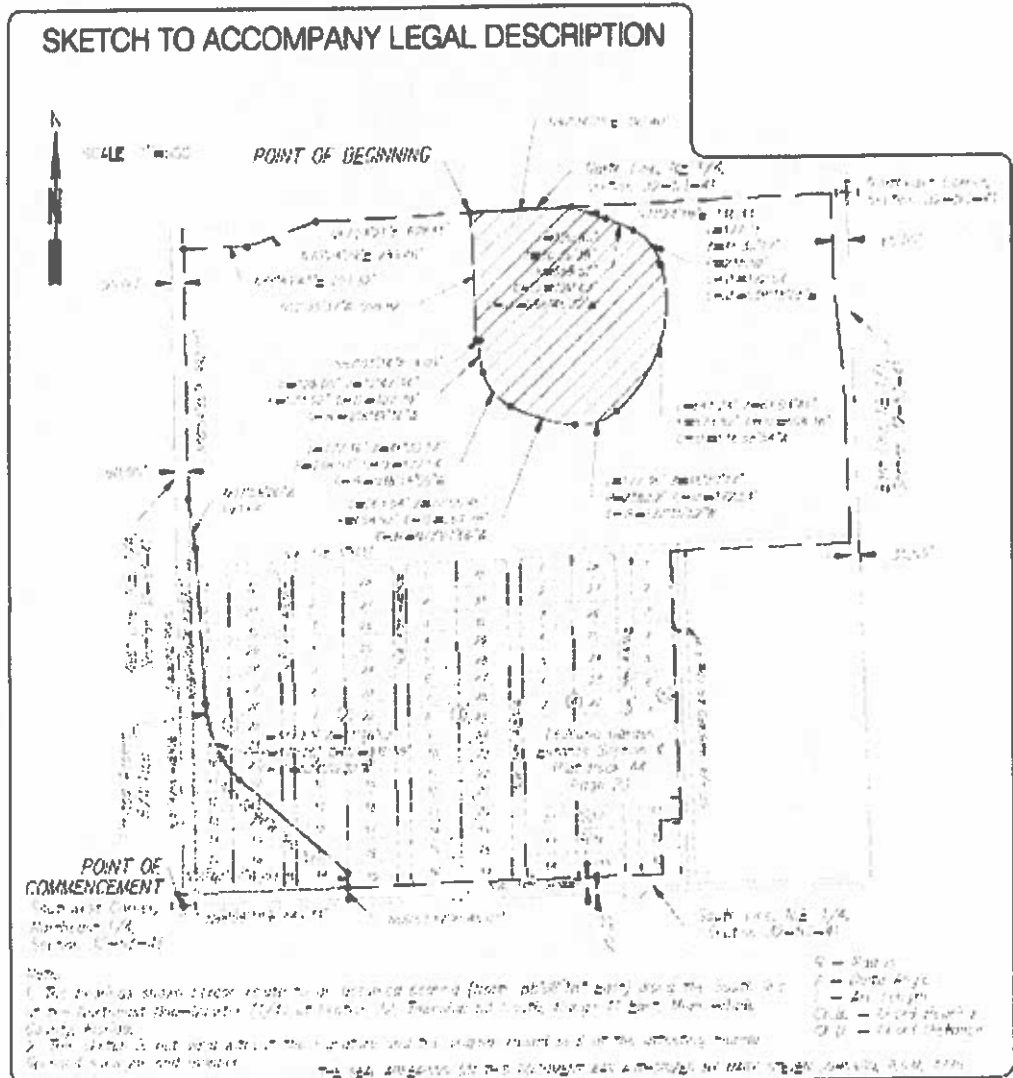


Monica M Carbonell  
Print Name: monica m. carbonell  
Notary Public, State of Florida  
Commission #: HH 248916  
My Commission Expires: 8/3/26

[SIGNATURE PAGE TO INGRESS AND EGRESS EASEMENT AGREEMENT]

**EXHIBIT "A"**  
**STADIUM PARCEL**

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**



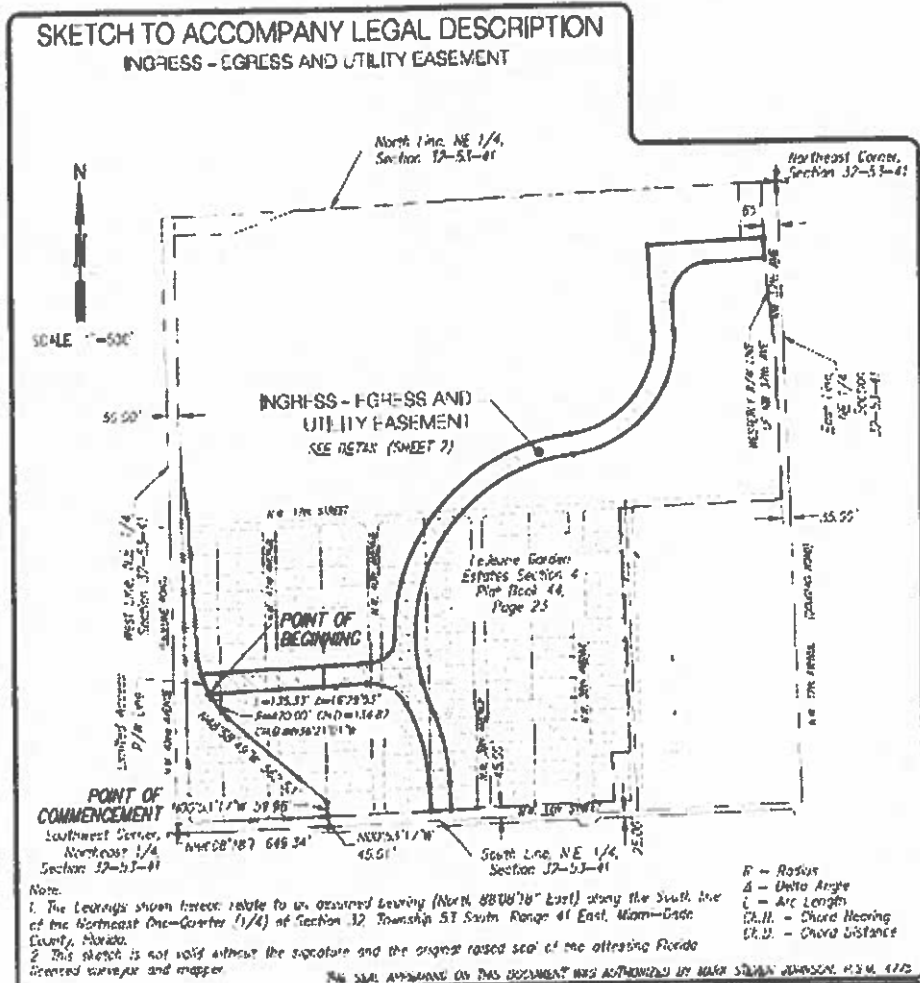
**SSA SCHWEBKE SHISKIN + ASSOCIATES**  
 LAND SURVEYORS • ENGINEERS • LAND LAWYERS  
 1400 UNIVERSITY BLVD., SUITE 100, TAMPA, FL 33606 • TEL: (813) 973-1100 • FAX: (813) 973-1101

DATE: 10/12/2007  
 SHEET 1 OF 1 SHEETS  
 PROJECT: STADIUM PARCEL

*Mark Steven Johnson*  
 STATE OF FLORIDA  
 COUNTY OF HILLSBORO  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 12345



## COMPOSITE EXHIBIT "B" EASEMENT AREA



**SSA SCHWEBKE SHISKIN + ASSOCIATES** (LS-87)  
LAND SURVEYORS • ENGINEERS • LAND PLANNERS  
1340 CORPORATE WAY, MIAMI, FLORIDA 33135    PHONE (305) 652-7010    BROWARD (954) 438-7010    FAX (305) 657-2388

PREPARED UNDER MY SUPERVISION

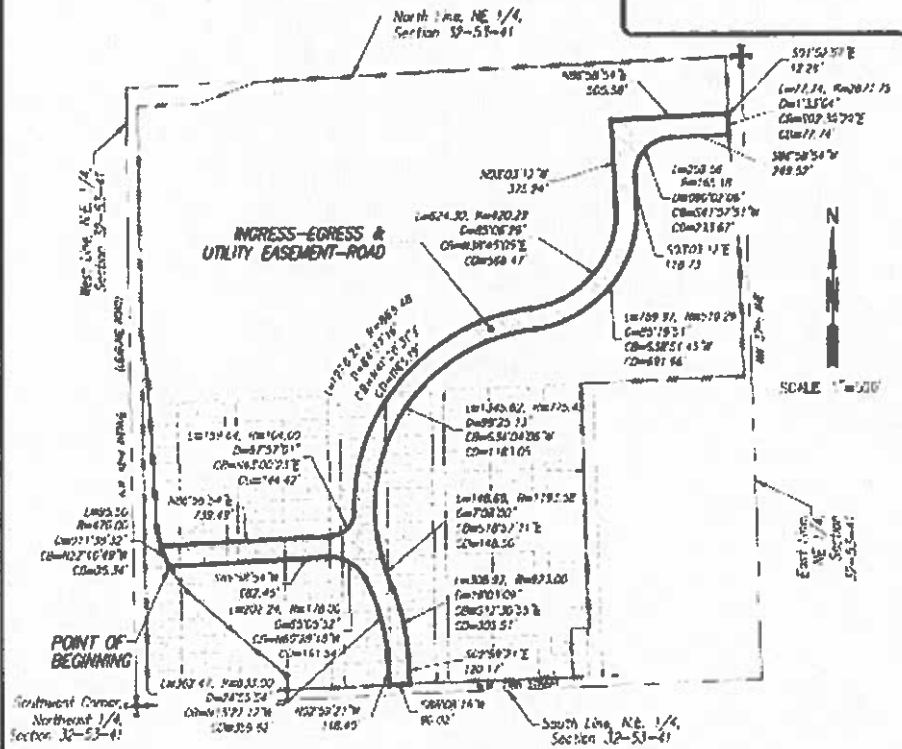
Mark Steven Johnson  
MARK STEVEN JOHNSON, PRINCIPAL  
FLORIDA PROFESSIONAL LAND SURVEYOR NO. 4172

THIS IS NOT A "LAND SURVEY"

ORDER NO. 214269-B  
DATE 10/12/2021  
BY N.A.

SHEET 1 OF 4 SHEETS  
REVISION: FEBRUARY 16, 2022

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**  
**INGRESS - EGRESS AND UTILITY EASEMENT**  
**13F1A1**



Note:  
 1. The bearings shown herein relate to an assumed bearing (North, 86°00'18" East) along the South line of the Northeast One-Quarter (1/4) of Section 32 Township 53 South, Range 41 East, Miami-Dade County, Florida.  
 2. This sketch is not valid without the signature and the original round seal of the attesting Florida licensed surveyor and mapper.

*R = Radius  
 L = Delta Angle  
 L = Arc Length  
 CB = Chord Bearing  
 CD = Chord Distance*

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

**SSA SCHWEBKE SHISKIN + ASSOCIATES** N.E. (13-87)  
 LAND SURVEYORS • ENGINEERS • LAND PLANNERS  
 1340 CORPORATE WAY, MIAMI, FLORIDA 33171 (305) 552-7010 BROWARD (954) 435-7010 FAX (305) 657-2494  
 PREPARED UNDER MY SUPERVISION

THIS IS NOT A "LAND SURVEY" ORDER NO. 214269-B  
 DATE: 10/12/2021  
 SHEET 2 OF 4 SHEET(S) P.R. N.A.  
 WENSH, FEBRUARY 10, 2022

*Mark Steven Johnson*  
 MARK STEVEN JOHNSON, PRINCIPAL  
 FLORIDA PROFESSIONAL LAND SURVEYOR NO. 4775

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**  
**INGRESS - EGRESS AND UTILITY EASEMENT**


**LEGAL DESCRIPTION:**

ALL THAT PORTION OF LEBLANC GARDEN ESTATES SECTION 4, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44 AT PAGE 21, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING WITHIN THE BOUNDARY OF THE FOLLOWING DESCRIBED LANDS, TOGETHER WITH (IN-SUBDIVIDED) LANDS LYING WITHIN THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 32, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32; THENCE RUN ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32, NORTH 88°00'18" EAST FOR A DISTANCE OF 649.14 FEET TO A POINT; THENCE RUN NORTH 00°53'17" WEST FOR A DISTANCE OF 45.01 FEET TO A POINT ON A LINE 45.00 FEET NORTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE SAID SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 32; THENCE RUN ALONG THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF N.W. 42ND AVENUE (LEBLANC ROAD) THE FOLLOWING FROM (4) CORNERS: (1) THENCE RUN NORTH 00°53'17" WEST FOR A DISTANCE OF 59.96 FEET TO A POINT; (2) THENCE RUN NORTH 48°58'49" WEST FOR A DISTANCE OF 562.53 FEET TO A POINT ON THE NEXT DESCRIBED CIRCULAR CURVE CONCAVE TO THE NORTHEAST; (3) THENCE RUN NORTH-WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 16°29'53"; A CHORD LENGTH OF 134.87 FEET ALONG A CHORD BEARING OF NORTH 56°21'51" WEST, FOR A DISTANCE OF 134.83 FEET TO A POINT ON THE NEXT DESCRIBED CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCELS OF LAND: (4) THENCE CONTINUE ALONG THE ARC OF SAID CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 21°38'32", A CHORD LENGTH OF 95.34 FEET AND A CHORD BEARING OF NORTH 72°16'45" WEST, FOR AN ARC DISTANCE OF 94.56 FEET TO A POINT; THENCE RUN NORTH 86°58'54" EAST FOR A DISTANCE OF 739.49 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 104.60 FEET, A CENTRAL ANGLE OF 87°51'01", A CHORD LENGTH OF 144.42 FEET AND A CHORD BEARING OF NORTH 43°00'23" EAST, FOR AN ARC DISTANCE OF 159.64 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN NORTHEASTERLY ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 865.48 FEET, A CENTRAL ANGLE OF 84°37'16", A CHORD LENGTH OF 1165.19 FEET AND A CHORD BEARING OF NORTH 41°20'31" EAST, FOR AN ARC DISTANCE OF 1218.24 FEET TO A POINT ON THE NEXT DESCRIBED NON-TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 420.23 FEET, A CENTRAL ANGLE OF 85°06'29", A CHORD LENGTH OF 548.47 FEET AND A CHORD BEARING OF NORTH 38°45'54" EAST, FOR AN ARC DISTANCE OF 674.36 FEET TO A POINT; THENCE RUN NORTH 03°01'12" WEST FOR A DISTANCE OF 375.24 FEET TO A POINT; THENCE RUN NORTH 86°58'54" EAST FOR A DISTANCE OF 505.58 FEET TO A POINT; THENCE RUN THE NEXT DESCRIBED TWO (2) COURSES ALONG THE WESTERN RIGHT-OF-WAY OF 4th STWY AVENUE: (1) SOUTH 01°52'57" EAST FOR A DISTANCE OF 12.26 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE EAST; (2) THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 2871.79 FEET, A CENTRAL ANGLE OF 01°33'54", A CHORD LENGTH OF 77.74 FEET AND A CHORD BEARING OF SOUTH 02°39'25" EAST, FOR AN ARC DISTANCE OF 77.74 FEET TO A POINT; THENCE RUN SOUTH 86°58'54" WEST FOR A DISTANCE OF 242.52 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 168.18 FEET, A CENTRAL ANGLE OF 80°03'06", A CHORD LENGTH OF 233.67 FEET AND A CHORD BEARING OF SOUTH 41°57'51" WEST, FOR AN ARC DISTANCE OF 259.46 FEET TO A POINT; THENCE RUN SOUTH 03°01'12" EAST FOR A DISTANCE OF 118.73 FEET TO A POINT ON THE NEXT DESCRIBED NON-TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 510.79 FEET, A CENTRAL ANGLE OF 85°19'51", A CHORD LENGTH OF 691.66 FEET AND A CHORD BEARING OF SOUTH 38°51'45" WEST, FOR AN ARC DISTANCE OF 759.97 FEET TO A POINT ON THE NEXT DESCRIBED NON-TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 775.48 FEET, A CENTRAL ANGLE OF 90°25'13", A CHORD LENGTH OF 1183.05 FEET AND A CHORD BEARING OF SOUTH 34°04'06" WEST, FOR AN ARC DISTANCE OF 1345.62 FEET TO A POINT ON THE NEXT DESCRIBED NON-TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHWEST;

CONTINUED ON SHEET 1 OF 4

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4772

<b>SSA</b>	<b>SCHWEBKE SHISKIN + ASSOCIATES</b>		(US-87)
	LAND SURVEYORS • ENGINEERS • LAND PLANNERS		
1340 CORPORATE WAY, MIAMI, FLORIDA 33136    (305) 652-7810    (305) 652-7811    (305) 652-7812    (305) 652-7813			
PREPARED UNDER MY SUPERVISION			
THIS IS NOT A "LAND SURVEY."		ORDER NO. 214259-3	
SHEET 3 OF 4 SHEET(S)		DATE: 10/12/2021	
REVISION: FEBRUARY 10, 2022		P.H. N.A.	MARK STEVEN JOHNSON, PRINCIPAL FLORIDA PROFESSIONAL LAND SURVEYOR NO. 4772

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**  
**INGRESS - EGRESS AND UTILITY EASEMENT**

CONTINUED FROM SHEET 3 OF 4

THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 1193.58 FEET, A CENTRAL ANGLE OF 07°08'00", A CHORD LENGTH OF 148.90 FEET AND A CHORD BEARING OF SOUTH 18°57'11" EAST, FOR AN ARC DISTANCE OF 148.90 FEET TO A POINT ON THE NEXT DESCRIBED NON-TANGENT CIRCULAR CURVE, LONGER TO THE SOUTHWEST, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 921.07 FEET, A CENTRAL ANGLE OF 18°21'09", A CHORD LENGTH OF 302.51 FEET AND A CHORD BEARING OF SOUTH 17°30'55" EAST, FOR AN ARC DISTANCE OF 302.52 FEET TO A POINT, THENCE RUN SOUTH 02°49'21" EAST FOR A DISTANCE OF 129.17 FEET TO A POINT, THENCE RUN ALONG A LINE 45.00 FEET NORTH OF AND PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO, SAID SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4), OF SECTION 32, SOUTH 88°08'18" WEST FOR A DISTANCE OF 80.07 FEET TO A POINT, THENCE RUN NORTH 02°52'21" WEST FOR A DISTANCE OF 118.40 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, THENCE RUN NORTHERLY ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 133.06 FEET, A CENTRAL ANGLE OF 24°55'54", A CHORD LENGTH OF 304.67 FEET AND A CHORD BEARING OF NORTH 152°11'17" WEST, FOR AN ARC DISTANCE OF 302.47 FEET TO A POINT OF VERTICAL CURVATURE, THENCE RUN NORTHWESTERLY ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 178.00 FEET, A CENTRAL ANGLE OF 65°05'32", A CHORD LENGTH OF 191.54 FEET AND A CHORD BEARING OF NORTH 60°28'10" WEST, FOR AN ARC DISTANCE OF 202.74 FEET TO A POINT, THENCE RUN SOUTH 86°58'54" WEST FOR A DISTANCE OF 692.45 FEET TO THE POINT OF BEGINNING, CONTAINING 599.954 SQUARE FEET MORE OR LESS OR 5.187 ACRES MORE OR LESS.

NOTE:

1. THE BEARINGS SHOWN HEREON RELATE TO AN ASSUMED BEARING (NORTH 88°08'18" EAST) ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 32, TOWNSHIP 23 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ATTESTING FLORIDA LICENSED SURVEYOR AND MAPPER.

THE SEAL ATTACHED ON THIS DOCUMENT WAS APPROVED BY MARK STEVEN JOHNSON, P.S.M. 4775

<b>SSA</b>	<b>SCHWEBKE SHISKIN + ASSOCIATES</b> (U1-87)		
	LAND SURVEYORS • ENGINEERS • LAND PLANNERS		
1340 CORPORATE WAY, MIAMI, FLORIDA 33134    DATE (305) 652-7810    BROWARD (854) 436-7010    FAX (305) 652-6284			
REGISTERED UNDER BY SUPERVISOR			
THIS IS NOT A 'LAND SURVEY'	ORDER NO. 214289-8	<i>Mark Steven Johnson</i>	
	DATE 10/12/2021	MARK STEVEN JOHNSON, PRINCIPAL	
SHEET 4 OF 4 SHEETS	PH. 111	FLORIDA PROFESSIONAL LAND SURVEYOR NO. 4775	
REVISED FEBRUARY 18, 2022			



**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**  
**INGRESS - EGRESS AND UTILITY EASEMENT**

**LEGAL DESCRIPTION**

A PORTION OF UN-SUBDIVIDED LANDS LYING WITHIN THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 32, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MAHAR-DALE COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32, THENCE RUN ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32, NORTH 84°08'18" EAST FOR A DISTANCE OF 649.34 FEET TO A POINT, THENCE RUN NORTH 00°53'17" WEST FOR A DISTANCE OF 45.01 FEET TO A POINT ON A LINE 43.05 FEET NORTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE SAID SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 32, THENCE RUN ALONG THE EASTERN LOCATED ACCESS RIGHT-OF-WAY LINE OF N.W. 4700 AVENUE (S.S. BUNK ROAD) THE FOLLOWING ARE (1) CURVES (1); THENCE RUN NORTH 00°53'17" WEST FOR A DISTANCE OF 39.76 FEET TO A POINT, (2) THENCE RUN NORTH 48°28'49" WEST FOR A DISTANCE OF 562.81 FEET TO A POINT ON THE NEXT DESCRIBED CIRCULAR CURVE CONCAVE TO THE NORTHEAST; (3) THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE POINT, HAVING A RADIUS OF 470.05 FEET, A CENTRAL ANGLE OF 47°06'32", A CHORD LENGTH OF 330.58 FEET ALONG A CHORD BEARING OF NORTH 24°00'32" WEST, FOR A DISTANCE OF 337.01 FEET TO A POINT OF TANGENCY; (4) THENCE RUN NORTH 02°25'02" WEST FOR A DISTANCE OF 673.81 FEET TO A POINT, (5) THENCE RUN NORTH 07°58'00" WEST FOR A DISTANCE OF 193.69 FEET TO A POINT ON A LINE 36.90 FEET EAST OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32, THENCE RUN ALONG A LINE 30.00 FEET EAST OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32, NORTH 00°54'35" WEST FOR A DISTANCE OF 992.21 FEET TO A POINT, THENCE RUN NORTH 88°48'41" EAST FOR A DISTANCE OF 251.89 FEET TO A POINT, THENCE RUN NORTH 10°04'29" EAST FOR A DISTANCE OF 285.46 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 32, THENCE RUN ALONG THE NORTH LINE OF SAID SECTION 32, NORTH 87°24'21" EAST FOR A DISTANCE OF 1899.03 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND, THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 32, NORTH 87°24'21" EAST FOR A DISTANCE OF 59.12 FEET TO A POINT, THENCE RUN SOUTH 03°01'06" EAST FOR A DISTANCE OF 244.78 FEET TO A POINT, THENCE RUN SOUTH 88°58'54" WEST FOR A DISTANCE OF 38.97 FEET TO A POINT, THENCE RUN NORTH 03°03'12" WEST FOR A DISTANCE OF 245.75 FEET TO THE POINT OF BEGINNING, CONTAINING 14,466 SQUARE FEET MORE OR LESS, OR 0.332 ACRES MORE OR LESS.

**NOTE**

1. THE BEARINGS SHOWN HEREON RELATE TO AN ASSIGNED BEARING (NORTH BEYOND EAST) ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 32, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MAHAR-DALE COUNTY, FLORIDA.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ATTESTING FLORIDA LICENSED SURVEYOR AND MAPPER.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

**SSA SCHWEBKE SHISKIN + ASSOCIATES** (LP-87)  
 LAND SURVEYORS • ENGINEERS • LAND PLANNERS  
 240 CORNWALL WAY, MIAMI, FLORIDA 33075 PHONE (305) 652-7610 BROWARD (954) 435-2010 FAX (305) 652-7610  
 ORDER NO. 214289 PREPARED UNDER MY SUPERVISION  
 THIS IS NOT A "LAND DEED" DATE 11-1-2021  
 SHEET 2 OF 2 SHEETS: F.B. A.A.  
*Mark Steven Johnson*  
 MARK STEVEN JOHNSON, PROFESSIONAL  
 FLORIDA PROFESSIONAL LAND SURVEYOR NO. 4775  
 REVISED, FEBRUARY 16, 2022



**SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
(INGRESS - EGRESS AND UTILITY EASEMENT)**

**LEGAL DESCRIPTION:**

A PORTION OF UN-SUBDIVIDED LANDS LYING WITHIN THE SOUTHEAST ONE-QUARTER (1/4) OF SECTION 32, TOWNSHIP 53 SOUTH, RANGE 41 EAST, ADJACENT TO THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 32, TOWNSHIP 53 SOUTH, RANGE 41 EAST MAHAR-DADE COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 32, TOWNSHIP 53 SOUTH, RANGE 41 EAST, THENCE RUN ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32, NORTH 88°08'18" EAST FOR A DISTANCE OF 649.34 FEET TO A POINT, THENCE RUN NORTH 00°53'17" WEST FOR A DISTANCE OF 45.01 FEET TO A POINT ON A LINE 45.00 FEET NORTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE SAID SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 32; THENCE RUN ALONG THE EASTERLY CURVED ACCESS RIGHT-OF-WAY LINE OF N.W. 42ND AVENUE (LE-BAVUE ROAD), THE FOLLOWING FIVE (5) COURSES: (1) THENCE RUN NORTH 00°53'17" WEST FOR A DISTANCE OF 59.96 FEET TO A POINT; (2) THENCE RUN NORTH 48°54'48" WEST FOR A DISTANCE OF 567.53 FEET TO A POINT ON THE NEXT DESCRIBED CIRCULAR CURVE CONCAVE TO THE NORTHEAST; (3) THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 470.00 FEET A CENTRAL ANGLE OF 41°16'52" A CHORD LENGTH OF 332.58 FEET ALONG A CHORD BEARING OF NORTH-74°00'37" WEST, FOR A DISTANCE OF 337.81 FEET TO A POINT OF TANGENCY; (4) THENCE RUN NORTH 05°25'06" WEST FOR A DISTANCE OF 623.81 FEET TO A POINT; (5) THENCE RUN NORTH 07°30'00" WEST FOR A DISTANCE OF 193.88 FEET TO A POINT ON A LINE 50.00 FEET EAST OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32, THENCE RUN ALONG A LINE 50.00 FEET EAST OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32, NORTH 00°54'35" WEST FOR A DISTANCE OF 857.21 FEET TO A POINT; THENCE RUN NORTH 87°49'41" EAST FOR A DISTANCE OF 251.87 FEET TO A POINT; THENCE RUN NORTH 10°04'28" EAST FOR A DISTANCE OF 285.46 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 32 AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND, THENCE CONTINUE NORTH 70°04'25" EAST FOR A DISTANCE OF 134.28 FEET TO A POINT; THENCE RUN ALONG A LINE 40.00 FEET NORTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, SAID NORTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32, NORTH 87°24'21" EAST FOR A DISTANCE OF 1485.10 FEET TO A POINT; THENCE SOUTH 02°35'33" EAST FOR A DISTANCE OF 40.00 FEET; THENCE RUN ALONG THE NORTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32, SOUTH 87°24'21" WEST FOR A DISTANCE OF 1511.28 FEET TO THE POINT OF BEGINNING; CONTAINING 61,968 SQUARE FEET MORE OR LESS OR 1.423 ACRES MORE OR LESS.

**NOTE:**

1. THE BEARINGS SHOWN HEREON RELATE TO AN ASSUMED BEARING (NORTH 88°08'18" EAST) ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 32, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MAHAR-DADE COUNTY, FLORIDA.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL HANDED SEAL OF THE ATTESTING FLORIDA LICENSED SURVEYOR AND MAPPER.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

**SSA SCHWEBKE SHISKIN + ASSOCIATES** (US-87)  
LAND SURVEYORS • ENGINEERS • LAND PLANNERS

1340 CORPORATE WAY, MIAMI, FLORIDA 33175 DADE (305) 852-7810 BROWARD (954) 438-7815 TALLAHASSEE (904) 837-1184

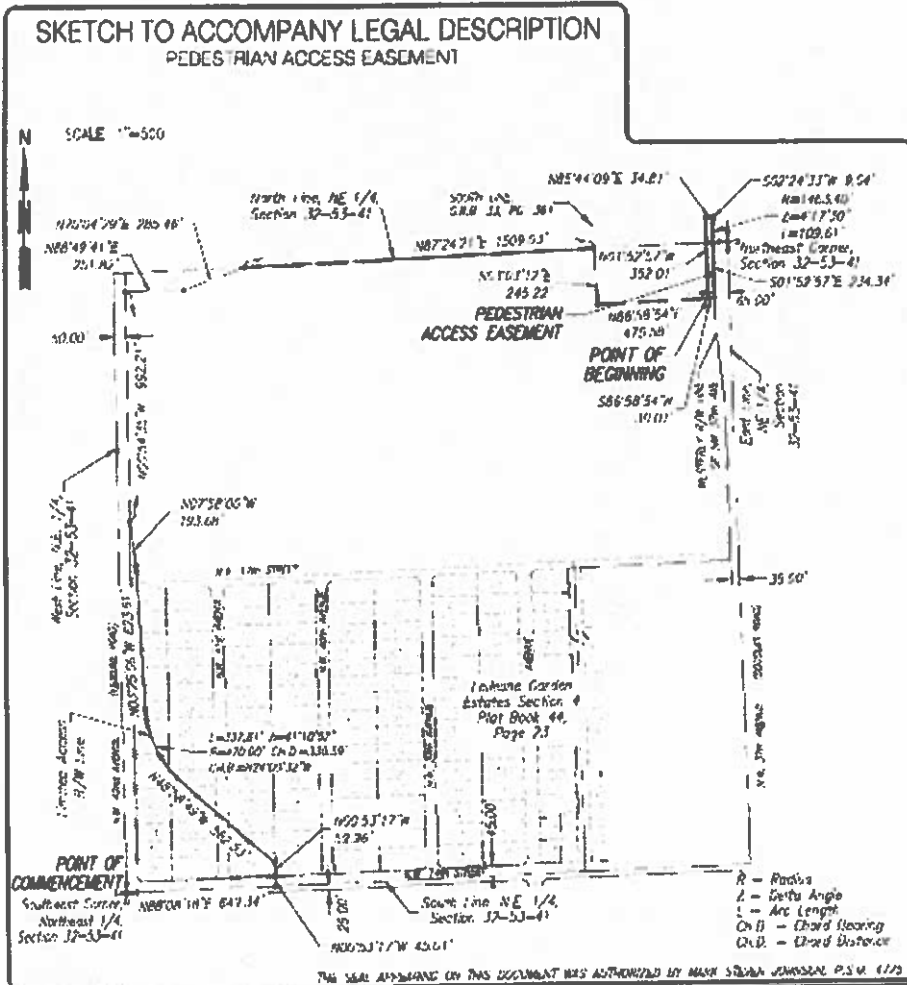
THIS IS NOT A "LAND SURVEY"  
SHEET 2 OF 2 SHEET(S)

ORDER NO. 214209-0  
DATE 10/13/2021  
P.O. L.A.

PREPARED UNDER MY SUPERVISION  
*Mark Steven Johnson*  
MARK STEVEN JOHNSON, PRINCIPAL  
FLORIDA PROFESSIONAL LAND SURVEYOR NO. 4775

REVISED FEBRUARY 10, 2022

**COMPOSITE EXHIBIT "C"**  
**PEDESTRIAN BRIDGE EASEMENT AREA**



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

**SSA SCHWEBKE SHISKIN + ASSOCIATES** (LP-87)  
 LAND SURVEYORS • ENGINEERS • LAND PLANNERS  
 1340 CORPORATE WAY, MIAMI, FLORIDA 33125    PHONE (305) 657-7010    FACSIMILE (305) 415-7610    FAX (305) 657-2384

THIS IS NOT A LAND SURVEY

UNDER NO. 714789-8    PREPARED UNDER MY SUPERVISION

DATE: 10/11/2021    *Mark Steven Johnson*  
 SHEET 1 OF 2 SHEET(S)    P.M. SA    MARK STEVEN JOHNSON, PRINCIPAL  
 FLORIDA PROFESSIONAL LAND SURVEYOR NO. 4775

REVISED: FEBRUARY 16, 2022

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
PELDS' RIAN ACCESS EASEMENT**

**LEGAL DESCRIPTION**


A PORTION OF UN-SUBDIVIDED LANDS LING WITHIN THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 32, TOWNSHIP 53 SOUTH, RANGE 41 EAST AND SECTION 29, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32; THENCE RUN ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32, NORTH 88°08'18" EAST FOR A DISTANCE OF 649.34 FEET TO A POINT; THENCE RUN NORTH 00°53'17" WEST FOR A DISTANCE OF 45.01 FEET TO A POINT ON A LINE 45.00 FEET NORTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE SAID SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 32; THENCE RUN ALONG THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF N.W. 42ND AVENUE (L&MUNE ROAD) THE FOLLOWING FIVE (5) COURSES: (1) THENCE RUN NORTH 00°51'17" WEST FOR A DISTANCE OF 99.96 FEET TO A POINT; (2) THENCE RUN NORTH 48°58'49" WEST FOR A DISTANCE OF 567.53 FEET TO A POINT ON THE NEXT DESCRIBED CIRCULAR CURVE CONCERN TO THE NORTHEAST; (3) THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE POINT, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 47°10'52", A CHORD LENGTH OF 320.53 FEET ALONG A CHORD BEARING OF NORTH 24°00'12" WEST, FOR A DISTANCE OF 337.81 FEET TO A POINT OF TANGENCY; (4) THENCE RUN NORTH 03°25'26" WEST FOR A DISTANCE OF 623.61 FEET TO A POINT; (5) THENCE RUN NORTH 07°58'07" WEST FOR A DISTANCE OF 193.68 FEET TO A POINT ON A LINE 50.00 FEET EAST OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32; THENCE RUN ALONG A LINE 50.00 FEET EAST OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32, NORTH 00°54'35" WEST FOR A DISTANCE OF 997.21 FEET TO A POINT; THENCE RUN NORTH 80°49'41" EAST FOR A DISTANCE OF 251.82 FEET TO A POINT; THENCE RUN NORTH 70°04'29" EAST FOR A DISTANCE OF 289.46 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 32; THENCE RUN ALONG THE NORTH LINE OF SAID SECTION 32, NORTH 07°24'21" EAST FOR A DISTANCE OF 1519.03 FEET; THENCE SOUTH 03°03'12" EAST FOR A DISTANCE OF 245.22 FEET TO A POINT; THENCE NORTH 01°52'51" WEST FOR A DISTANCE OF 337.01 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT CERTAIN 10.00 FOOT STRIP PER OFFICIAL RECORDS BOOK 33, PAGE 361, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH ALONG THE SOUTHERLY LINE OF SAID 10.00 FOOT STRIP NORTH 87°44'59" EAST FOR A DISTANCE OF 34.81 FEET TO A POINT; THENCE RUN THE FOLLOWING DESCRIBED THREE COURSES ALONG THE WESTERLY RIGHT-OF-WAY LINE OF N.W. 37TH AVENUE SOUTH 02°24'33" WEST FOR A DISTANCE OF 9.04 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1463.46 FEET, A CENTRAL ANGLE OF 47°10'52", FOR AN ARC DISTANCE OF 109.61 FEET TO A POINT; THENCE SOUTH 01°52'51" EAST FOR A DISTANCE OF 214.34 TO A POINT; THENCE SOUTH 86°58'54" WEST FOR A DISTANCE OF 39.61 FEET TO THE POINT OF BEGINNING, CONTAINING 10.753 SQUARE FEET MORE OR LESS OR 0.241 ACRES MORE OR LESS.

**NOTE**

1. THE BEARINGS SHOWN HEREON RELATE TO AN ASSUMED BEARING (NORTH 88°08'18" EAST) ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 32, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ATTESTING FLORIDA LICENSED SURVEYOR AND MAPPER.

THE SEAL ATTENDING TO THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

<b>SSA</b>	<b>SCHWEBKE SHISKIN + ASSOCIATES</b>			(13-87)
	LAND SURVEYORS • ENGINEERS • LAND PLANNERS E.N.C.			
240 CORPORATE WAY, MIAMI, FLORIDA 33125		DATE (305) 652-7010	FACSIMILE (305) 651-8784	PREPARED UNDER MY SUPERVISION
THIS IS SET & LAND SURVEY		ORDER NO. 214769-A	 MARK STEVEN JOHNSON, PRINCIPAL FLORIDA PROFESSIONAL LAND SURVEYOR NO. 4775	
SHEET 2 OF 2 SHEETS		DATE 11-11-2021		
REVISED FEBRUARY 16, 2022		P.B. NA		



**SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
PEDESTRIAN ACCESS EASEMENT 1**

**LEGAL DESCRIPTION:**

A PORTION OF UN-DEVELOPED LANDS LYING WITHIN THE SOUTHEAST ONE-QUARTER (1/4) OF SECTION 32, TOWNSHIP 33 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 32, TOWNSHIP 33 SOUTH, RANGE 41 EAST, THENCE RUN ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32, NORTH 88°08'18" EAST FOR A DISTANCE OF 643.14 FEET TO A POINT, THENCE RUN NORTH 07°51'11" WEST FOR A DISTANCE OF 45.01 FEET TO A POINT ON A LINE 45.00 FEET NORTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE SAID SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 32, THENCE RUN ALONG THE BATTERY LIMITED ACCESS RIGHT-OF-WAY LINE OF NW 47TH AVENUE (LULUANA ROAD) THE PERILOUS HWY. (S) COURSE(S), (1) THENCE RUN NORTH 07°51'11" WEST FOR A DISTANCE OF 54.39 FEET TO A POINT, (2) THENCE RUN NORTH 48°50'49" WEST FOR A DISTANCE OF 562.53 FEET TO A POINT ON THE WEST DESCRIBED CIRCULAR CURVE CONVERSE TO THE NORTHEAST, (3) THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE POINT, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 41°10'33", A CHORD LENGTH OF 320.59 FEET ALONG A CHORD BEARING OF NORTH 24°02'32" WEST, FOR A DISTANCE OF 337.81 FEET TO A POINT OF TANGENCY, (4) THENCE RUN NORTH 07°25'06" WEST FOR A DISTANCE OF 623.61 FEET TO A POINT, (5) THENCE RUN NORTH 07°50'00" WEST FOR A DISTANCE OF 193.80 FEET TO A POINT ON A LINE 50.00 FEET EAST OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32, THENCE RUN ALONG A LINE 50.00 FEET EAST OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32, NORTH 05°44'15" WEST FOR A DISTANCE OF 892.21 FEET TO A POINT, THENCE RUN NORTH 88°49'41" EAST FOR A DISTANCE OF 251.82 FEET TO A POINT, THENCE RUN NORTH 20°04'23" EAST FOR A DISTANCE OF 285.46 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 32, THENCE CONTINUE NORTH 77°04'29" EAST FOR A DISTANCE OF 134.29 FEET TO A POINT, THENCE RUN ALONG A LINE 40.00 FEET NORTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, SAID NORTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32, NORTH 87°24'21" EAST FOR A DISTANCE OF 1335.10 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND, THENCE NORTH 02°35'59" WEST FOR A DISTANCE OF 54.91 FEET TO A POINT ON THE SOUTHERLY LINE OF TRACT CANTON 10000 FOOT STRIP PER OFFICIAL RECORDS BOOK 33, PAGE 361, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, THENCE RUN ALONG THE SOUTHERLY LINE OF SAID 10000 FOOT STRIP NORTH 85°44'06" EAST FOR A DISTANCE OF 150.06 FEET TO A POINT, THENCE SOUTH 07°35'59" EAST FOR A DISTANCE OF 59.78 FEET TO A POINT, THENCE RUN ALONG A LINE 40.00 FEET NORTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, SAID NORTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32, SOUTH 87°24'21" WEST FOR A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.0546 SQUARE FEET, MORE OR LESS, OR 0.191 ACRES, MORE OR LESS.

**NOTE**

1. THE BEARINGS SHOWN HEREON RELATE TO AN ASSUMED BEARING (NORTH 88°08'18" EAST) ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 32, TOWNSHIP 33 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA.  
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ATTESTING FLORIDA LICENSED SURVEYOR AND MAPPER.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.E. # 4772

<b>SSA</b>	<b>SCHWEBKE SHISKIN + ASSOCIATES</b> (L3-B7)		
	LAND SURVEYORS • ENGINEERS • LAND PLANNERS		
1540 CYPRESSWAY WAY, MIAMI, FLORIDA 33175	PHONE (305) 659-7010	FACSIMILE (305) 435-7612	TELEX (305) 651-8224
THIS IS NOT A "LAND SURVEY"	ORDER NO. 214769-0	PREPARED UNDER MY SUPERVISION	
	DATE 12/15/2021	<i>Mark Steven Johnson</i>	
SHEET 2 OF 2 SHEETS(S)	P.R. N.A.	MARK STEVEN JOHNSON, PRINCIPAL	
REVISED: FEBRUARY 16, 2022		FLORIDA PROFESSIONAL LAND SURVEYOR NO. 4772	

**EXHIBIT B  
GRANT AGREEMENT**

Commerce Agreement No.: G0133

**FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT  
STATE OF FLORIDA  
DEPARTMENT OF COMMERCE**

**THIS FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT** (this "Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and *Miami-Dade County Board of County Commissioners* ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

**RECITALS**

**WHEREAS**, Pursuant to section 288.101, Florida Statutes ("F.S.") Grantee submitted a proposal for funds.

**WHEREAS**, based on Grantee's submitted proposal and any amendments thereto (collectively, the "Proposal"), Commerce has determined that the project described in **Exhibit A, Scope of Work**, attached and incorporated in this Agreement (the "Project") is necessary to facilitate the economic development and growth of the State.

**WHEREAS**, Commerce has determined that Grantee's commitments satisfy the requirements necessary to recommend the proposed project described in the Proposal to the Governor of the State of Florida for an award from the Florida Job Growth Grant Fund (the "Grant Fund") pursuant to section 288.101, F.S.

**WHEREAS**, Commerce is authorized to enter into this Agreement pursuant to section 288.101, F.S. Grantee has authorized its officers to execute this Agreement on Grantee's behalf by Resolution or, alternatively, by other Commerce-approved form of official authorization, a copy of which is attached as Exhibit D and made a part of this Agreement.

**WHEREAS**, the following Exhibits are attached hereto and incorporated herein as an integral part of this Agreement:

- **Exhibit A: Scope of Work**
- **Exhibit B: Audit Requirements**
  - **Exhibit 1 to Exhibit B: Funding Resources**
- **Exhibit C: Audit Compliance Certification**
- **Exhibit D: Grantee's Resolution**
- **Exhibit E: Notice of Completion and Engineer's Certification of Compliance**
- **Exhibit F: State and Federal Statutes, Regulations, and Policies**

**WHEREAS**, this Agreement and its Exhibits are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Exhibits arise, then the language of the Exhibits shall control, but only to the extent of the conflict or inconsistency.

**NOW, THEREFORE**, incorporating by reference the foregoing recitals, which are an integral part of this Agreement, and for and in consideration of the agreements, covenants and obligations set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

**AGREEMENT**

**1. TERM.** This Agreement is effective as of August 9, 2024, ("Effective Date") and shall continue until the earlier to occur of (a) December 31, 2039, ("Expiration Date") unless an extension of the time period is

**Commerce Agreement No.: G0133**

requested by Grantee and granted in writing by Commerce prior to the expiration of this Agreement or (b) the date on which this Agreement is terminated pursuant to Section 27. Notwithstanding the foregoing, the provisions of Sections 2, 7-11, 15, 16, 19, 26-31, 37, and Sections 5 and 11 of Exhibit A, Scope of Work shall survive the termination or expiration of this Agreement; ~~provided, however,~~ that the record-keeping and audit-related obligations set forth in Section 11 shall terminate in accordance with the requirements of Section 11. Expiration of this Agreement will be considered termination of the Project. Notwithstanding the foregoing, in the event that Grantee fully satisfies its obligations set forth in Exhibit A, Scope of Work, as determined by Commerce in its reasonable discretion, prior to the date set forth in the preceding sentence, then the "Expiration Date" shall be the date of such determination.

2. **PERFORMANCE REQUIREMENTS:** Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all attachments and exhibits attached hereto and incorporated herein.

3. **TYPE OF AGREEMENT:** This Agreement is a *cost reimbursement* agreement.

4. **RELEASE OF FUNDS:** Commerce shall pay Grantee up to *Eight Million Dollars and Zero Cents (\$8,000,000.00)* in consideration for Grantee's performance and services pursuant to this Agreement. In accordance with section 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce has final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The lack of appropriation or availability of funds shall not constitute a default by Commerce. Grantee shall not use funds provided pursuant to section 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity. Commerce has final authority as to what may constitute an "exclusive benefit of any single company, corporation, or business entity" under this Agreement and Commerce has determined that the Project, as described in the Scope of Work, benefits the public and does not exclusively benefit any single company, corporation or business entity. Use of funds provided pursuant to section 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity is strictly prohibited, and Commerce may, in its sole discretion, terminate this Agreement and demand immediate repayment of all funds, plus reasonable interest thereon, if Commerce determines that Grantee used funds provided pursuant to this Agreement for the exclusive benefit of any single company, corporation, or business entity. Grantee is liable for all costs that exceed the payment amount provided by Commerce.

5. **PAYMENTS TO GRANTEE:**

a. Grantee shall provide Commerce's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>) and with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:

1) Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of this Agreement for the invoice period. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s).

2) Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, this Agreement number, the invoice number, and the invoice period. Commerce or the State may require any additional information from Grantee that Commerce or the State deems necessary to process an invoice in their sole and absolute discretion.

3) Invoices must be submitted in accordance with the time requirements specified in Exhibit A, SCOPE OF WORK.

b. At Commerce's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to Commerce's Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

**Commerce Agreement No.: G0133**

c. Payment shall be made in accordance with section 215.422, F.S., governing time limits for payment of invoices. The SCOPE OF WORK may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Commerce is responsible for all payments under this Agreement.

d. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at: <https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm>.

e. If authorized and approved, Grantee may be provided an advance as part of this Agreement.

f. **VENDOR OMBUDSMAN:** In accordance with section 215.422(5), F.S., a Vendor Ombudsman, within the Department of Financial Services, advocates for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

g. If Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

1. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
2. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is in a fiscally constrained county, as defined in section 218.67(1).

If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

**6. REQUIREMENTS OF SECTION 287.058(1)(A) THROUGH (I), FLORIDA STATUTES:**

a. Grantee shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.

b. Travel expenses are not authorized under this Agreement.

c. Commerce shall have the right to unilaterally cancel this Agreement for Grantee's refusal to allow public access to all documents, papers, letters, or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

d. Grantee shall perform all tasks contained in Exhibit A, SCOPE OF WORK, attached hereto and incorporated herein.

e. Commerce shall not pay Grantee until Commerce: (1) determines satisfactory completion of each Deliverable described in the SCOPE OF WORK in accordance with the "Minimum Level of Service" and (2) gives Grantee written notice of same.

f. Grantee must meet all requirements listed in Exhibit A, SCOPE OF WORK, and complete them by the specified deadline to fulfill the terms of this Agreement.

g. This Agreement may not be renewed.

h. If Grantee fails to perform in accordance with this Agreement, Commerce shall apply the financial consequences specified in Exhibit A, SCOPE OF WORK, of this Agreement.

i. Unless otherwise agreed upon in a separate writing, Grantee shall own all intellectual property rights preexisting the starting date of this Agreement, and the State of Florida through Commerce shall own all intellectual property rights Grantee or Grantee's agent or contractor created or otherwise developed in performance of this Agreement after the starting date of this Agreement; provided, further, that proceeds derived from the sale, licensing, marketing, or other authorization related to any such state-owned intellectual property right shall be handled in the manner specified by applicable state statute.

**7. REPRESENTATIONS AND WARRANTIES.** Grantee hereby makes the following representations and warranties to Commerce, each of which shall be deemed to be a separate representation

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and warranty, all of which have been made for the purpose of inducing Commerce to enter into this Agreement, and in reliance on which Commerce has entered into this Agreement, as of the Effective Date, the dates on which Grantee submits each request for reimbursement under this Agreement, and the dates on which Grantee receives any reimbursement:

a. Grantee has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary actions on the part of Grantee. After Grantee's execution and delivery and upon Commerce's execution and delivery of this Agreement, this Agreement constitutes the legal, valid, and binding obligation of Grantee, enforceable against Grantee in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

b. Grantee's execution and delivery of this Agreement and Grantee's performance of the transactions contemplated hereby do not: (i) conflict with or result in a breach of any provision of Grantee's charter or similar constitutive document, (ii) result in violation or breach of or constitute a default (or an event which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of Grantee's indentures, material agreements or other material instruments; or (iii) violate any applicable law or regulation. Grantee has not been convicted of a "public entity crime" (as such term is defined in section 287.133, F.S.) nor has Grantee been placed on the "discriminatory vendor list" (as such term is defined in section 287.134, F.S.). None of Grantee's elected or appointed officers, agents, employees, or other persons acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay, authorization, or ratification of the payment, directly or indirectly, of any gift, money, or anything of value to a government official or to obtain or retain business from any person or entity in violation of applicable law.

c. No event, change, or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the financial condition of Grantee or the Project, in each case, since the date of the Proposal. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or against any of its properties or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the financial condition of Grantee, the Project, or Grantee's ability to perform its obligations under this Agreement. No state or federal criminal investigation, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, the United States Department of Justice, or any other prosecutorial or law enforcement authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or any of its elected officials. Grantee must keep Commerce informed continuously throughout the duration of this Agreement. This duty must be performed promptly.

d. Commerce shall be deemed to have relied upon the express representations and warranties set forth herein notwithstanding any knowledge on the part of Commerce of any untruth of any such representation or warranty of Grantee expressly set forth in this Agreement, regardless of whether such knowledge was obtained through Commerce's own investigation or otherwise, and regardless of whether such knowledge was obtained before or after the execution and delivery of this Agreement. No information, report, financial statement, exhibit or schedule furnished by Grantee to Commerce in connection with the negotiation of this Agreement (including, without limitation, the Proposal) or delivered pursuant to this Agreement when taken together, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading. If it is later discovered a material misstatement or omission was made, Grantee shall immediately inform Commerce.

**8. LAWS APPLICABLE TO THIS AGREEMENT:**

a. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction without limiting the provisions of the DISPUTE RESOLUTION Section of this Agreement, the exclusive personal jurisdiction and venue to resolve any and all

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disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. Should a transfer of venue be necessary, Grantee agrees to pay all costs associated with the transfer. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement. **IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.**

b. If applicable, Grantee is following the rules for e-procurement as directed by rule 60A-1.033, F.A.C., and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.

c. Grantee shall not expend any funds provided under this Agreement for the purpose of lobbying the Legislature, the judicial branch, or any state agency. Commerce shall ensure compliance with sections 11.062 and 216.347, F.S. Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of Commerce's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Exhibit B, **AUDIT REQUIREMENTS**.

d. Grantee shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include but shall not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of section 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.

e. **Public Entity Crime:** Grantee is aware of and understands the provisions of section 287.133(2)(a), F.S. pursuant to which a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two (\$35,000 in 2023) for a period of 36 months from the date of being placed on the convicted vendor list. Grantee shall disclose to Commerce if Grantee, or any of Grantee's affiliates, as defined in section 287.133(1)(a), F.S., is on the convicted vendor list or on any similar list maintained by any other state or the federal government.

f. **Limitations on Advertising of Agreement:** Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of this Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services this Agreement requires.

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**g. Disclosure of Sponsorship:** As required by section 286.25, F.S., if Grantee is a nongovernmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

**h. Mandatory Disclosure Requirements:**

**1) Conflict of Interest:** This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5 percent interest in Grantee or Grantee's affiliates.

**2) Vendors on Scrutinized Companies Lists:** Grantee is aware of and understands the provisions of section 287.134(2)(a), F.S. As required by section 287.135(5), Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.; (4) engaged in business operations in Cuba or Syria.

**a)** Pursuant to section 287.135(5), F.S., Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

**b)** If Commerce determines that Grantee has submitted a false certification, Commerce will provide written notice to Grantee. Unless Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that Commerce's determination of false certification was made in error, Commerce may bring a civil action against Grantee. If Commerce's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with any agency or local governmental entity for three years after the date of Commerce's determination of false certification by Grantee.

**c)** If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

**3) Discriminatory Vendors:** Grantee shall disclose to Commerce if it or any of its affiliates, as defined by section 287.134(1)(a), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, Grantee, supplier, subgrantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity.

**4) Abuse, Neglect, and Exploitation Incident Reporting:** In compliance with sections 39.201 and 415.1034, F.S., an employee of Grantee who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at [www.myflfamilies.com/service-programs/abuse-hotline](http://www.myflfamilies.com/service-programs/abuse-hotline), or via fax at 1-800-914-0004.

**5) Information Release:**

**a)** Grantee shall keep and maintain public records required by Commerce to perform Grantee's responsibilities hereunder. Grantee shall, upon request from Commerce's custodian of public records, provide Commerce with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request

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from the Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

b) If Commerce does not possess a record requested through a public records request, Commerce shall notify Grantee of the request as soon as practicable, and Grantee must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time. If Grantee does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to Commerce within a reasonable time may be subject to penalties under section 119.10, F.S.

c) Grantee acknowledges that Commerce is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to Commerce under this Agreement may constitute public records under Florida Statutes. Grantee must cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S.

d) If Grantee submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be clearly marked and specifically identified as such by Grantee prior to submittal to Commerce. Failure to clearly mark and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to Commerce may serve as a waiver of a claim of exemption. Grantee 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 this Agreement term and following completion of this Agreement if Grantee does not transfer the records to Commerce upon termination of this Agreement.

e) Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.

f) In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify Commerce of the receipt and content of such request by sending an e-mail to [PRRequest@Commerce.fl.gov](mailto:PRRequest@Commerce.fl.gov) within one business day from receipt of such request.

g) Grantee shall notify Commerce verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Grantee shall cooperate with Commerce in taking all steps as Commerce deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

**h) IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at [PRRequest@Commerce.fl.gov](mailto:PRRequest@Commerce.fl.gov), or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

**6) Funding Requirements of section 215.971(1), F.S.:**

a) Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement (which, for purposes hereof, shall be August 9, 2024, which was the grant award date). To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures

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<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

b) Grantee shall refund to Commerce any balance of unobligated funds which has been advanced or paid to Grantee.

c) Grantee shall refund to Commerce all funds paid exceeding the amount to which Grantee or its subcontractors are entitled under the terms and conditions of this Agreement.

7) **Section 288.101, F.S.:** Grantee shall: (a) construct or repair the state or local public infrastructure that is the subject of this Agreement, as described in Exhibit A, SCOPE OF WORK, in a manner that meets and complies with all federal, state, and local laws, rules, and regulations, including but not limited to, the requirements of section 288.101, F.S.; (b) not use funds provided under this Agreement for the exclusive benefit of any single company, corporation, or business entity; (c) use funds provided under this Agreement to promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry via the construction or repair of the public infrastructure; and (d) the public infrastructure must be: (i) owned by the public, and be for public use or predominately benefit the public; and (ii) if the public infrastructure is leased or sold, it must be leased or sold at fair market rates or value.

9. **FINAL INVOICE:** Grantee shall submit the final invoice for payment to Commerce no later than 60 calendar days after this Agreement ends or is terminated. If Grantee fails to do so, Commerce, in its sole and absolute discretion, may refuse to honor any requests submitted after this time and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

10. **RECOUPMENT OF FUNDS:**

a. Grantee shall refund to Commerce any overpayment of funds due to unearned or disallowed funds under this Agreement as follows: (a) if Grantee or an independent auditor discovers an overpayment, Grantee shall repay to Commerce such overpayment no later than 30 calendar days after discovery or notification of each such overpayment; or (b) if Commerce first discovers an overpayment, Commerce shall notify Grantee in writing, and Grantee shall repay to Commerce each such overpayment no later than 30 calendar days after receiving Commerce's notification. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Commerce may charge interest at the highest lawful rate of interest on the outstanding balance beginning on the 31st calendar day after the date of notification or discovery. Commerce is the final authority as to what may constitute an "overpayment" under this Agreement.

b. Notwithstanding any other provisions of this Agreement, including but not limited to the damages limitations of the LAWS APPLICABLE TO THIS AGREEMENT Section herein, if Grantee is non-compliant with any provision of this Agreement or applicable law, or if Commerce imposes financial consequences on Grantee pursuant to the terms of this Agreement, Commerce has the right to recoup all resulting cost, monetary loss and/or funds owed to Commerce or the State, from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. If the discovery of such noncompliance or imposition of financial consequences and resulting cost, loss, and/or debt to Commerce or the State arises when no monies are owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity, Grantee shall pay Commerce in full such cost, loss, and/or funds owed to Commerce or the State with non-State funds within 30 calendar days of the date of notice of the amount owed, unless Commerce agrees, in writing, to an alternative timeframe. Commerce, in Commerce's sole and absolute discretion, shall determine the resulting cost, loss and/or funds owed to Commerce or the State under this Agreement.

11. **AUDITS AND RECORDS:**

a. Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

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b. Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds Commerce provided under this Agreement.

c. Grantee shall comply with all applicable requirements of s. 215.97, F.S., and Exhibit B, AUDIT REQUIREMENTS; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.

d. Grantee shall retain all Grantee's records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS. Upon Commerce's request, Grantee shall cooperate with Commerce to facilitate the duplication and transfer of such records or documents.

e. Grantee shall include the audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

f. Within 60 calendar days of the close of Grantee's fiscal year, on a yearly basis, Grantee shall electronically submit a completed AUDIT COMPLIANCE CERTIFICATION (a version of this certification is attached hereto as Exhibit C) to [audit@Commerce.fl.gov](mailto:audit@Commerce.fl.gov). Grantee's timely submittal of one completed AUDIT COMPLIANCE CERTIFICATION for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Grantee.

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

**12. EMPLOYMENT ELIGIBILITY VERIFICATION:**

a. 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. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov/>.

b. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

i. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

ii. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 CFR 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

c. If Grantee does not use E-Verify, Grantee shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

**13. DUTY OF CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS:**

a. Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving Grantee (and each subcontractor of Grantee). Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.

b. This duty of disclosure applies to Grantee's or Grantee's subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

c. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting Grantee's or Grantee's subcontractor's business. If the existence of such Proceeding causes the

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State concern about Grantee's ability or willingness to perform this Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform this Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

**14. ASSIGNMENTS AND SUBCONTRACTS:**

a. Grantee shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Pursuant to applicable provisions of the Miami-Dade County Code of Ordinances, Grantee intends to enter into that certain Project Management Agreement with Miami Freedom Park, LLC ("MFP"), pursuant to which MFP will subcontract the obligation to complete the Scope of Work and the County hereby acknowledges that the Project Management Agreement will not constitute an assignment of the Grantee's obligations hereunder. Any Grantee's attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*. Commerce will always be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida upon giving prior written notice of same to Grantee.

b. Grantee shall be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If Commerce permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering subcontracts with vendors for services, Grantee shall formalize all such subcontracts in documents containing all provisions appropriate and necessary to ensure subcontractor's compliance with this Agreement and applicable state and federal law. Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under each subcontract. If Commerce approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with this Agreement. Grantee, at Grantee's expense, shall defend Commerce against all Grantee's subcontractors' claims of expenses or liabilities incurred under subcontracts.

c. Grantee shall only use properly trained persons who meet or exceed any specified training qualifications as employees, subcontractors, and agents performing work under this Agreement. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee's employees, subcontractors, or agents performing work under this Agreement shall comply with all Commerce security and administrative requirements detailed herein. Commerce may conduct, and Grantee shall cooperate with all security background checks or other assessments of Grantee's employees, subcontractors, or agents. Commerce may refuse access to or require replacement of any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to technical or training qualifications, quality of work, change in security status, or non-compliance with Commerce's security or administrative requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with this Agreement. For cause, Commerce may reject and bar any of Grantee's employees, subcontractors, or agents from any facility.

d. This Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of Commerce.

e. In accordance with section 287.0585, F.S., and unless otherwise agreed upon in writing between Grantee and subcontractor, Grantee shall pay each Grantee's subcontractor within seven working days of receiving Commerce's full or partial payments. Grantee's failure to comply with the immediately preceding sentence shall result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

f. Grantee shall provide to Commerce a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period and the project to date. This report shall include the names, addresses and compensation dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and shall be sent to Commerce's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 is available to provide information re: qualified minorities. Commerce's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

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g. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any person or entity, other than the Parties and such permitted successors and assigns, any legal or equitable rights hereunder.

**15. NONEXPENDABLE PROPERTY:**

a. For purposes of this Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature.)

b. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

c. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without Commerce's written permission; provided further that Grantee shall always follow Commerce's instructions regarding such disposition.

d. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

e. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

f. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.

g. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in Commerce and said property shall be transferred to Commerce upon completion or termination of this Agreement unless otherwise authorized in writing by Commerce.

**16. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY:** In accordance with section 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

**17. INFORMATION RESOURCE ACQUISITION:** Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, as defined in Commerce Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

**18. INSURANCE:** (NOTE: If Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., then pursuant to section 768.28(19), F.S., neither Party provides insurance for the other. However, the Grantee will require all of its contractors to provide insurance to Commerce as set forth.) During this Agreement, including the initial Agreement term, renewal(s), and extensions, Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement and further described below. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void this Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests regarding additional appropriate and necessary insurance coverage. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

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a. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. The insurance policy may be provided through its subcontractor and must name Commerce as an additional insured and identify Commerce's Agreement Number. Within 30 calendar days of the Effective Date, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. If any applicable coverage is cancelled for any reason, Grantee shall immediately notify Commerce of such cancellation and must obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

b. Commerce shall not pay for any insurance policy deductible. The payment of each such deductible shall be Grantee's sole responsibility. Grantee shall obtain the following types of insurance policies.

1) **Commercial General Liability Insurance:** Grantee shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Grantee shall cause Commerce to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to Commerce as an Additional Insured shall be primary and non-contributory as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement and may not be shared with or diminished by claims unrelated to the agreement. The policy/ies and coverage described herein may be subject to a deductible. The Grantee shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, Commerce shall be provided with an ACORD Certificate of Liability Insurance and the applicable endorsement(s) reflecting the coverage described herein. Commerce shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. Commerce's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses Commerce may have.

2) **Workers' Compensation and Employer's Liability Insurance:** Grantee, at all times during the term of this Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work. If subcontracting any of the work, ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

a) Grantee shall carry or cause its contractor/subcontractor/consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

3) **Other Insurance:** During the term of this Agreement, Grantee shall maintain any other insurance as required in Exhibit A, SCOPE OF WORK.

**19. CONFIDENTIALITY AND SAFEGUARDING INFORMATION:**

a. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, chapter 119, F.S., and other applicable state and federal laws must govern disclosure of any confidential information received by the State of Florida.

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b. Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

c. Except as necessary to fulfill the terms of this Agreement and with the written permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees while performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

d. Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with State and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

e. When Grantee has access to Commerce's network and/or applications, to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

f. Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

g. If a breach of security concerning confidential personal information involved with this Agreement occurs, Grantee shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, at Grantee's sole expense, but only after receipt of Commerce's written approval of the contents of the notice. If requested by Commerce, Grantee will include credit monitoring services at Grantee's sole expense for those individuals affected or potentially affected by a breach of security for a two-year period following the breach. For purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information, as defined in section 501.171, (1)(a), F.S. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

**20. WARRANTY OF ABILITY TO PERFORM:** Grantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Grantee's ability to satisfy its Agreement obligations. Grantee shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of this Agreement.

**21. PATENTS, COPYRIGHTS, AND ROYALTIES:**

a. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for

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Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

b. If any discovery or invention arises or is developed in the course or because of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

c. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

d. Notwithstanding any other provisions herein, in accordance with section 1004.23, F.S., a state university is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a state university shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with section 1004.23(6), F.S.

**22. INDEPENDENT CONTRACTOR STATUS:** In Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Grantee is always acting and performing as an independent contractor. Commerce shall neither have nor exercise any control or direction over the methods by which Grantee shall perform its work and functions other than as provided herein.

a. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

b. Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, and assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Grantee represent to others that, as Grantee, it has the authority to bind Commerce unless specifically authorized to do so.

c. Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment because of performing the duties and obligations of this Agreement.

d. Grantee shall take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, joint venturer, or partner of the State of Florida.

e. Unless justified by Grantee, and agreed to by Commerce in Exhibit A, SCOPE OF WORK, Commerce will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.

f. Commerce shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

g. At all times during this Agreement, Grantee shall comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

**23. ELECTRONIC FUNDS TRANSFER:** Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

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**24. MODIFICATION:** If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement Grantee requested must be in writing and duly signed by all Parties be enforceable.

**25. TIME IS OF THE ESSENCE:** Time is of the essence regarding Grantee's performance of obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Exhibit A, SCOPE OF WORK, and shall be strictly construed.

**26. CONSTRUCTION; INTERPRETATION:** The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

**27. TERMINATION:** Commerce may terminate this Agreement if:

- a. Commerce determines in its sole and absolute discretion that it is in the State's interest to do so;
- b. Grantee breaches any of its representations, warranties, covenants, or other obligations in this Agreement in any material respect;
- c. Grantee or any of its employees or agents commits fraud or willful misconduct in connection with this Agreement, the Proposal, or the transactions contemplated hereby and thereby;
- d. Funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24-hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds. If this Agreement is terminated pursuant to this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination;
- e. Grantee institutes or consents to the institution of any bankruptcy or insolvency proceeding, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer is appointed without the application or consent of such person or entity and the appointment continues undischarged or unstayed for 60 calendar days; or any bankruptcy or insolvency proceeding relating to Grantee or to all or any material part of its property is instituted without the consent of Grantee and Grantee fails to

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challenge such proceeding or such proceeding is challenged but continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding;

f. Grantee becomes unable to pay its debts as they become due, admits in writing its inability to pay its debts, fails generally to pay its debts as they become due, or if any writ or warrant of attachment or execution or similar process is issued or levied against all of any significant part of Grantee's property, or Grantee otherwise becomes insolvent; or

g. A preponderance of evidence that Grantee is not proceeding with the Project, including, without limitation, a decision by Grantee not to proceed with the Project, including upon receipt by Commerce of Grantee's written request to terminate this Agreement (a. through g. collectively, the "Termination Events").

h. Notwithstanding anything in this Agreement to the contrary, if Commerce exercises its right to terminate this Agreement as the result of the occurrence of a Termination Event, any reimbursement payments that have not been disbursed to Grantee, including any payment that has been authorized and not yet disbursed, shall be immediately forfeited and Grantee shall return funds within 30 calendar days of the termination of this Agreement. All work in progress on Florida Department of Transportation right-of-way will become the property of the Florida Department of Transportation and will be turned over promptly by Grantee. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under this Agreement. Grantee shall not furnish any product after it receives the notice of termination, except as Commerce specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

**28. DISPUTE RESOLUTION:** Unless otherwise stated in Exhibit A, SCOPE OF WORK, Commerce shall decide disputes concerning the performance of this Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

**29. INDEMNIFICATION:** (NOTE: If Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., then pursuant to section 768.28(19), F.S., neither Party provides indemnification or assumes any liability for the other Party for the other Party's negligence. However, the Grantee will require all of its contractors to provide indemnification as set forth.)

a. Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages caused exclusively by Commerce of the State's negligent act or omission.

b. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid more than a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

c. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or

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threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense.

d. Grantee expressly assumes any and all liability for payment to its agents, employees, contractors, subcontractors, consultants, and subconsultants, as applicable, and shall indemnify, defend, and hold Commerce harmless from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any denial or reduction of any invoice submitted by Grantee to Commerce for reimbursement for costs under this Agreement where Commerce is imposing the financial consequences stated herein.

e. Grantee shall include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the Florida Department of Commerce and all of its officers, agents, and employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due in part or whole to any negligent act or occurrence of omission or commission of the contractor/subcontractor/consultant/subconsultant, its officers, agents or employees."]

**30. LIMITATION OF LIABILITY:** For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the greater of \$300,000 or two times the total dollar amount of this Agreement. This limitation shall not apply to claims arising under the INDEMNIFICATION Section of this Agreement. Unless otherwise specifically enumerated in this Agreement or in the purchase order, Commerce shall not be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless this Agreement or purchase order requires Grantee to back-up data or records), even if Commerce has been advised that such damages are possible. Commerce shall not be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State or Commerce may set off any liability or other obligation of Grantee or its affiliates to the State or Commerce against any payments due Grantee under any Agreement with the State or Commerce.

**31. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power, or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. Commerce and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State or its representatives.

**32. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE:** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, if a delay results from the foregoing causes, the Party shall take all reasonable measures to mitigate the resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE

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Section, the delay will not result in any additional charge or cost under this Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing timely notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in this Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of this Agreement to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance or deliveries from Grantee; provided, that Grantee grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from this Agreement quantity; or (3) terminate this Agreement in whole or in part.

**33. ATTORNEYS' FEES; EXPENSES:** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

**34. ENTIRE AGREEMENT; AMENDMENT; WAIVER.** This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. Excluding the specific provisions of Section 24, MODIFICATIONS, hereinabove allowing Commerce in Commerce's sole and absolute determination to make unilateral changes to this Agreement, no amendment will be effective unless reduced to writing and signed by an authorized officer of Grantee and the authorized agent of Commerce. No waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**35. AUTHORITY OF GRANTEE'S SIGNATORY:** Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions Commerce provided along with documentation confirming and certifying that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Such documentation may be in the form of a legal opinion from Grantee's attorney, Grantee's Certificate of Status, Grantee's resolutions specifically authorizing the below signatory to execute this Agreement, Grantee's certificates of incumbency, or any other reliable documentation demonstrating such authority, which shall be incorporated by reference into this Agreement. Commerce may, at its sole and absolute discretion, request additional documentation related to the below signatory's authority to bind Grantee to this Agreement.

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36. **COUNTERPARTS:** This Agreement and amendments to this Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

37. **CONTACT INFORMATION AND NOTICES:**

a. Except as otherwise specifically provided in this Agreement, the contact information provided in accordance with this section shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

b. If any information provided herein changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to this Agreement.

Grantee's Payee:	Grantee's Agreement Manager:
Miami Dade County Board of County Commissioners	Mia Marin
111 NW 1 <sup>st</sup> Street	701 N.W. 1 <sup>st</sup> Court, Suite 1700
Miami, Florida 33128	Miami, FL 33136
786-469-5061	786-469-5061
FEIN: 59-6000573	
Mia.marin@miamidade.gov	Mia.marin@miamidade.gov

**Commerce's Agreement Manager:**

Sasha Pennywell
107 E. Madison St. MSC-80
Tallahassee, FL 32399
850-717-8981
Sasha.pennywell@commerce.fl.gov

[The remainder of this page has been intentionally left blank.]

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IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in the exhibits attached hereto and incorporated herein, the Parties' duly authorized officials sign this Agreement.

DEPARTMENT OF COMMERCE

MIAMI-DADE BOARD OF COUNTY COMMISSIONERS

By J. Alex Kelly  
Signature

By [Signature]  
Signature

Title J. Alex Kelly  
Secretary

Title Jimmy Morales  
Chief Operating Officer

Date 6/10/2025

Date 6/9/2025

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

Approved by County Attorney as to form and legal sufficiency.

OFFICE OF GENERAL COUNSEL  
DEPARTMENT OF COMMERCE

Michael Mastrucci 5/27/25

By: David Tropin

Approved Date: 6/10/2025

Commerce Agreement No.: G0133

Exhibit A  
SCOPE OF WORK

1. **PROJECT DESCRIPTION:** Section 288.101, F.S., established the Florida Job Growth Grant Fund (the "Program") to promote economic opportunity by improving public infrastructure and enhancing workforce training. Funds provided pursuant to this Agreement must be used to support State or local public infrastructure projects that promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry.

Miami-Dade County Board of County Commissioners ("Grantee") has been awarded \$8,000,000 for the construction of Miami Freedom Park Drive, which will be a main arterial road with multiple turn off locations within the public park, Miami Freedom Park. This roadway will provide increased access to businesses wanting to locate within the park most notably into the Park's Tech District. This roadway will also support the new Inter Miami soccer stadium, which is anticipated to open in 2026.

2. **GRANTEE'S RESPONSIBILITIES:**

a. **COMMENCEMENT AND TIMELINE.**

1) The Parties' execution of this Agreement shall be deemed a Notice to Proceed to Grantee for the Project which is further delineated in Paragraph b. immediately below. The Parties acknowledge that the award date was August 9, 2024 (the "Award Date"), and, therefore, Commerce may, subject to compliance with the terms of this Agreement, reimburse Grantee for any work performed after the August 9, 2024, unless Commerce expressly agrees to do so in a separate writing.

2) Within thirty (30) days of the execution of this Agreement, Grantee shall:

- Provide to Commerce's Agreement Manager one copy of the final signed and sealed design plans, signed and sealed specifications, and final bid documents; and
- Request from Commerce's Agreement Manager a Notice to Proceed.

Commerce shall not reimburse Grantee until after a Notice to Proceed has been issued, and Grantee shall not be reimbursed for any construction work performed prior to the Award Date.

3) Work on the Project commenced on October 28, 2024 (the "Commencement Date") and shall be completed on or before the fifth anniversary of the Effective Date (the "Completion Date"), unless terminated earlier. Commerce shall have the immediate right to terminate this Agreement if Grantee fails to commence the construction of the Project by the Commencement Date or complete work by the Completion Date and, in each case, provide evidence of the same to Commerce upon Commerce's request to Commerce's satisfaction. If construction in connection with the Project does not commence within two (2) years of the Effective Date, Commerce may immediately terminate this Agreement.

4) Notwithstanding anything in this Agreement to the contrary, any funds not expended under this Agreement by June 30, 2027, (the "Expend by Date") shall be forfeited and shall revert to Commerce. For the purposes of this Agreement, expended means when funds have cleared the Grantee's banking institution.

b. **DESIGN, PERMITS, APPROVALS, AND CONSTRUCTION STANDARDS.**

1) Grantee shall undertake the design and construction of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including any other applicable standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Grantee.

2) Grantee shall certify to Commerce that Grantee's design consultant and/or construction contractor has secured the necessary permits, including but not limited to, building permits. Grantee shall provide to Commerce certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project have been obtained. If Grantee fails to provide each required

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certification to Commerce on or before the Commencement Date, Commerce may, in its sole and absolute discretion, terminate this Agreement.

- 3) Grantee shall provide to Commerce its written notification of either its intent to:
  - a) Award the construction of the Project to a licensed contractor which is the lowest, responsive, and responsible bidder in accordance with applicable State and federal statutes, rules, and regulations. Grantee shall then submit a copy of the bid tally sheet(s) and awarded bid contract; or
  - b) Construct the Project utilizing (i) an alternative procedure as authorized by Section 2-8.1 of the Miami-Dade County Code of Ordinances and Miami-Dade County Implementing Order 3-38) or (ii) existing Grantee employees, whose qualifications have been reviewed and approved by Commerce, if Grantee can complete said Project within the time frame delineated in Section 1 of this Agreement.
- 4) If the Project is procured pursuant to chapter 255, F.S., for construction services and at the time of the competitive solicitation for the Project fifty percent (50%) or more of the cost of the Project is to be paid from state-appropriated funds, then Grantee must comply with the requirements of sections 255.0991 and 255.0992, F.S.
- 5) Grantee is responsible for the preparation of all design plans for the Project. Grantee shall hire a qualified consultant for the design phase of the Project using Grantee's normal procurement procedures to perform the design services for the Project.
- 6) Grantee shall hire a licensed contractor using Grantee's normal bid procedures to perform the construction work for the Project.
- 7) Grantee shall hire a qualified CCEI or CMAR (or a qualified general contractor to serve as construction manager with general supervisory authority over the Project and its subcontractors) to perform construction oversight including the obligation to assure that all verification testing is performed in accordance with, when applicable, the current Florida Department of Transportation's Standard Specifications for Road and Bridge Construction ("Standard Specifications"), as amended from time to time. Commerce shall have the right, but not the obligation, to perform independent assurance testing during construction of the Project. The CCEI or CMAR firm may not be the same firm as that of the Engineer of Record for the Project.
- 8) Grantee shall require Grantee's contractor to post a payment and performance bond in accordance with section 337.18(1), F.S. and as set forth in the Standard Specifications.
- 9) Grantee shall carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this Agreement insurance as set forth in section 18 of the Agreement. Grantee must provide or cause its contractor to provide the greater of the insurance coverage as set forth in section 18 of the Agreement or insurance coverage in accordance with Section 7-13 of the Standard Specifications.
- 10) Grantee shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, the Standard Specifications, and that it meets any other applicable standards.
- 11) Grantee must expend funds provided pursuant to this Agreement in a timely manner and solely for the purpose of the approved Project. Grantee shall not use the funds for mitigation, for any legal action against the State or Commerce, or costs associated with preparation of the Proposal.
- 12) Upon completion of the work authorized by this Agreement, Grantee shall notify Commerce in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto as Exhibit E. The certification shall state that work has been constructed in compliance with the Project design plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. All deviations shall have had prior written approval from Commerce in advance of the deviation being constructed.
- 13) Upon completion of the Project, Grantee shall be responsible for the perpetual maintenance of the facilities on its system that are constructed under this Agreement. The terms of this provision shall survive the termination of this Agreement and may be enforced by Commerce.

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- c. **RETURN ON INVESTMENT.** Grantee's failure to meet the Return-on-Investment criteria set forth herein will result in the additional financial consequences set forth in Section 5, below.
  - 1) Grantee shall certify that a private capital investment (excluding the acquisition or leasing of real property) of at least \$400,000,000 has been made and paid for by private businesses at the location of the Project or in connection with the Project, calculated as set forth in section 13 of this Scope of Work, after the Effective Date and on or before December 31<sup>st</sup> of the year on which the 10 year anniversary of the Expend by Date falls (such date, the "Capital Investment Date").
  - 2) Grantee shall certify that at least 1,795 New Jobs have been created as a result of the Project calculated as set forth in Section 13 of this Scope of Work, after the Effective Date and on or before December 31<sup>st</sup> of the year on which the ten (10) year anniversary of the Expend by Date falls (such date, the "Job Creation Date").
  - 3) Grantee shall certify that 0 Retained Jobs have been retained as a result of the Project, calculated as set forth in Section 13 of this Scope of Work.
  
- d. **COMPLETION OF CONSTRUCTION:** Grantee shall:
  - 1. Submit to Commerce complete design and engineering plans.
  - 2. Obtain all required City and state permits.
  - 3. Perform earthwork as required to prepare for the construction of Miami Freedom Park Drive.
  - 4. Construct Miami Freedom Park Drive as described in the proposal.
  - 5. Submit to Commerce evidence of inspection of all construction activities of Miami Freedom Park Drive.
  
- 3. **COMMERCE'S RESPONSIBILITIES:** Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary at Commerce's sole and absolute discretion, and process payments to Grantee.
  
- 4. **DELIVERABLES:** Grantee shall provide the following services as specified:

<b>Deliverable No. 1: Construction</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Grantee shall complete the construction activities as described in Section 2.b, and 2.d of this Scope of Work.	Grantee may be allowed reimbursement upon completion of construction activities in accordance with sections 2.b. and 2.d of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100%. Progress shall be evidenced by submission of the following documentation: 1. Completed ALA Forms G702 and G703, signed by a licensed professional certifying to the percentage of project completion. 2. Photographs of project in progress; and 3. Invoice package in accordance with Section 7 of this Scope of Work.	Failure to meet the Minimum Level of Service shall result in non-payment. Any funds not expended under this Agreement by June 30, 2027, shall be forfeited and shall revert to Commerce.
<b>DELIVERABLE NOT TO EXCEED: \$8,000,000.00</b>		
<b>TOTAL AMOUNT NOT TO EXCEED \$8,000,000.00</b>		

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**5. Financial Consequences:** The following financial consequences apply under the following circumstances:

- a. **RETURN ON INVESTMENT.** If Grantee does not satisfy the requirements set forth in Section 2(c)(1) of this Scope of Work, then Commerce may demand, and Grantee shall repay to the State, a prorated amount of forty percent (40%) of the total award under this Agreement. If Grantee does not satisfy the requirements set forth in Section 2(c)(2) and (3) of this Scope of Work, then Commerce may demand, and Grantee must repay to the State, a prorated amount of one hundred percent (100%) of the total award under this Agreement. If Grantee has not received reimbursement for the total amount of funds available under this Agreement, then Commerce will reduce the total award amount under this Agreement by an amount equal to such sanction, and Grantee shall only be required to repay out of Grantee's funds the difference thereon. Commerce has the right, in its sole discretion, to demand repayment of all funds provided to Grantee under this Agreement if Grantee has not met all the performance requirements set forth herein as of the Expiration Date or the date this Agreement is otherwise terminated. If Commerce makes such a demand for repayment, Grantee shall remit funds to Commerce within 24 months of such demand. In addition to any other remedies available to Commerce, in the event that Grantee fails to remit such funds to Commerce within 24 months of such demand, then the amounts due from Grantee will accumulate interest from the date of such demand until the repayment. Commerce will calculate interest based on a 365-day year using a fixed annual rate equal to 500 basis points over the "Prime Rate" as reported in *The Wall Street Journal* on the Effective Date. Commerce shall calculate interest based on the number of days elapsed after the 24th month and until the day Grantee makes repayment. Notwithstanding anything in Sections 4 and 5 of this Scope of Work to the contrary, in no event shall the aggregate financial consequences imposed pursuant to Sections 4 and 5 of this Scope of Work exceed the total award under this Agreement plus interest, if any, as determined pursuant to this Section 5.
- b. Grantee shall only be eligible for its pro rata costs relative to its timely completion of the Project, and Commerce shall withhold the remainder until the earlier of Grantee's realization of timely performance under the work schedule, or completion of the Project. For example, if Grantee submits an invoice for reimbursement for \$100,000 and the project is behind schedule by 10%, then Grantee shall only be reimbursed for \$90,000, and the remaining \$10,000 will be withheld.
- c. Notwithstanding anything in this Scope of Work to the contrary, subject to the terms and conditions of this Section 5(c), Commerce hereby grants to Grantee the one-time right, privilege, and option (the "Option") to extend the Expiration Date, the Completion Date, the Job Creation Date, and the Capital Investment Date by 12 months. In the event that Grantee exercises the Option, within 10 business days of exercising the Option, Grantee shall pay to Commerce a sanction equal to ten percent (10%) of the total award under this Agreement. The Option shall be exercisable in whole but not in part at any time from and after the Effective Date. Grantee may exercise the Option by delivering to Commerce written notice of Grantee's intention to exercise the Option (an "Exercise Notice"). Upon Commerce's receipt of an Exercise Notice, the exercise of the Option shall be irrevocable.

**6. REPORTING:**

- a. **Quarterly:** Grantee shall report on a quarterly basis all progress relating to the tasks identified in Sections 2.c. and 4. Reporting is due quarterly until expiration date, or Grantee meets full completion of the ROI defined in Section 2.c, whichever comes first. Full completion of section 2.c enacts an administrative close out. Quarterly reports are due to Commerce no later than 30 calendar days after the end of each quarter of the program year and shall be sent each quarter. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of Project progress, indicating percentage of completion of each task identified in Section 4 and the current status of the return on investment identified in section 2.c. The

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summary shall also include any issues or events occurring which affect the ability of Grantee to meet the terms of this Agreement.

- b. **Minority and Service-Disabled Veteran Business Enterprise Report:** Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.
- c. **Close-out Report:** No later than 60 calendar days after this Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.
- d. **Follow-up Reports:** By no later than January 31<sup>st</sup> of the year immediately following the year on which the 10 year anniversary of the Expend by Date falls, Grantee shall provide Commerce with a written certification of the actual number of New Jobs created by each business as a result of the Project (including the name of each business), Retained Jobs retained by each business as a result of the Project (including the name of each business) (if applicable), and the amount of private capital investment made and paid for by private businesses at the location of the Project or in connection with the Project after the Effective Date (including the name of each business). This paragraph will survive termination of this Agreement.

7. **INVOICE SUBMITTAL AND PAYMENT SCHEDULE:** Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Funding Requirements of section 215.971(1), F.S., and Section 5 of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>).

- a. Grantee shall provide one invoice for all services rendered during the applicable period of time.
- b. The following documents shall be submitted with the itemized invoice:
  - 1) A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the Project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement;
  - 2) Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
  - 3) A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the Project, or a quantifiable portion of the Project, is complete;
  - 4) Photographs of the project in progress and completed work;
  - 5) A copy of all supporting documentation for vendor payments;
  - 6) A copy of the cancelled check(s) specific to the Project; and
  - 7) A copy of the bank statement that includes the cancelled check.
- c. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under this Agreement.
- d. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.

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8. **FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM:** Failure to complete the deliverables and/or tasks in accordance with the requirements of this Agreement, and as specified above in Section 4, **DELIVERABLES**, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree in writing to a corrective action plan in lieu of the immediate imposition of financial consequences, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's rights under this Agreement, at law, or in equity, including but not limited to, Commerce's right to terminate this Agreement as provided elsewhere in this Agreement. Grantee's payment of imposed financial consequences shall be in accordance with applicable provisions of this Agreement, and this Scope of Work.

The Parties acknowledge and agree that the remedies set forth in Sections 4 and 5 of this Scope of Work constitute liquidated damages and that in the event of a breach of this Scope of Work, the actual damages suffered by Commerce would be unreasonably difficult to determine and that the Parties would not have a convenient and adequate alternative to the liquidated damages set forth in Sections 4 and 5 of this Scope of Work. Each Party further acknowledges and agrees that the liquidated damages provided in Sections 4 and 5 of this Scope of Work bear a reasonable relationship to the anticipated harm that would be caused by any such breach, is a genuine pre-estimate of the damages that Commerce will suffer or incur as a result of any such breach and is not a penalty. Grantee irrevocably waives any right that it may have to raise as a defense that any such liquidated damages are a penalty, excessive, or punitive. The Parties acknowledge that the provisions contained in Sections 4 and 5 of this Scope of Work are an integral part of the transactions contemplated by this Agreement and that without these provisions Commerce would not enter into this Agreement and therefore the Agreement will be treated as void ab initio if the financial consequences or liquidated damages are invalidated.

9. **NOTIFICATION OF INSTANCES OF FRAUD:** Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors, or employees, operational fraud, or criminal activities to Commerce's Agreement Manager in writing within 24 hours.

10. **GRANTEE'S RESPONSIBILITIES UPON TERMINATION:** If Commerce issues a Notice of Termination to Grantee, except as otherwise specified by Commerce in that notice, Grantee shall: (1) stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work as shall not have been terminated by Commerce; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

11. **NON-DISCRIMINATION:** Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, gender, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

12. **DISPOSITION OF PROJECT PROPERTY:**

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- a. Pursuant to the NONEXPENDABLE PROPERTY Section of this Agreement, upon termination of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein, the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.
- b. Grantee shall provide a 90-calendar day advance written notification to Commerce, if during the five-year period following the termination of this Agreement, Grantee proposes to take any action that will impact Grantee's ownership of this Agreement's property or modify the use of this Agreement's property from the purposes authorized herein. If either of these situations arise, Commerce shall have the right, in Commerce's sole discretion, to demand that Grantee reimburse Commerce for part or all the funding provided to Grantee under this Agreement.

**13. CRITERIA FOR MEASURING RETURN ON INVESTMENT:**

- a. **Project Jobs Definitions and Determination.** The following definitions and procedures will be used in determining and reporting the number of new jobs created because of the Project.
  - 1) **New Job** – means a full-time salaried employee, or a full-time equivalent (an "FTE") employee who works at least 35 paid hours per week, created because of the Project. New Jobs may include positions obtained from a temporary employment agency or employee leasing company, through a union agreement, or co-employment under a professional employer organization agreement that result directly from the Project in this state. New Jobs may not include temporary or seasonal jobs associated with cyclical business activities, or to substitute for permanent employees on a leave of absence, or temporary construction jobs related to the Project. In tabulating hours worked, any paid leave an employee takes during the pay period, such as vacation or sick leave, may be included. Jobs only constitute New Jobs if they are created on or after the Effective Date, and only if they result in a net increase in overall employment because of the Project. Jobs are not considered new if they moved from another Florida location to the location of the Project, unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the wage of the transferred position(s).
  - 2) **Retained Jobs** – Retained Jobs are jobs that would have been eliminated or relocated to another Florida location or outside of the state, if the Project was not undertaken by Grantee.
  - 3) **Leased Employees** – Leased employees may be counted toward Grantee's jobs requirement if they are engaged to meet an on-going labor requirement directly resulting from the Project. Independent Contractors meeting the criteria of leased employees may also be counted towards Grantee's job requirement so long as the actual wages paid, excluding expenses, by a business are documented on a form 1099 Miscellaneous Income to the individual person. Unless payments are in substance for individual independent contractors, payments made to limited liability companies or other business entities (identified on the 1099 with a FEIN) generally do not qualify as New Jobs as they relate to the "fee-for-service" arrangement described below. Employees of a business that has entered a fee-for-service contract with a business benefiting from the Project in which the primary purpose of the contract is to perform services (rather than to provide individual employees) are not Project Jobs. Examples of fee-for-service contracts in which the service providers' employees are generally not considered "New Jobs" include, but are not limited to, mail-room services, janitorial and landscaping services, food-service providers, accounting services provided by independent certified public accounting firms and legal services provided by law firms.

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- b. **Calculation of Project Jobs.** The following methods will be used to determine the number of Project Jobs.
- 1) **Monthly Head count of Salaried Project Jobs:** For salaried Project Jobs, add the monthly totals of salaried full-time jobs and divide by the number of months.
  - 2) **Monthly Average of FTE Project Jobs:** For FTE Project Jobs, add the hours worked each month by hourly employees and divide by 151.6 hours (*1,820 hours per year divided by 12 months*) to calculate the number of FTE Project Jobs. If Grantee uses pay periods of less than one month, total all the reported hours worked by the FTEs during the Performance Certification Period and divide by 1,820 (*35 hours x 52 weeks*) to determine the average FTE employment for the Period. No individual may be considered more than one FTE regardless of the number of hours worked by such individual.
  - 3) **New Job Calculation** – The number of New Jobs created on or after the Effective Date must equal or exceed the number of jobs in existence prior to the Effective Date. The number of New Jobs required to be created in accordance with this Scope of Work for the applicable performance period must exceed the number of existing jobs plus the number of New Jobs created in any performance period.
- c. **Determination of Capital Investment.** Commerce accepts as capital investment so-called “hard” costs (such as construction and renovations of buildings, and acquisition of equipment) and “soft” costs (such as eligible capitalized labor, architectural and engineering services, and document printing and mailing costs). Eligible capital investment expenditures are those that are ordered/invoiced and paid for on or after the Effective Date and before the Capital Investment Date.

- End of Exhibit A (SCOPE OF WORK) -

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Exhibit B

**AUDIT REQUIREMENTS**

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Exhibit B.

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

**AUDITS.**

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

1. A recipient that expends \$1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

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

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

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for federal program matching requirements.

- 2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the 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).

**PART III: OTHER AUDIT REQUIREMENTS.**

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

**PART IV: REPORT SUBMISSION.**

- 1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

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

- a. Commerce at each of the following addresses:

Electronic copies (preferred):  
Audit@Commerce.fl.gov

or

Paper (hard copy):  
Department of Commerce  
MSC # 75, Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-4126

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

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

Email Address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

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

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

Electronic copies (preferred):  
<mailto:Audit@Commerce.fl.gov>

or Paper (hard copy):  
Department of Commerce  
MSC # 75, Caldwell Building  
107 East Madison Street  
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION.** The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit 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 Commerce, or its designee, CFO, or Auditor General access to such records upon request without cost. The recipient shall ensure that audit working papers are made available to Commerce, 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 Commerce. 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.

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**EXHIBIT 1 to Exhibit B**

**FUNDING RESOURCES**

**FEDERAL RESOURCES AWARDED TO THE GRANTEE, AS REFERRED TO IN THIS EXHIBIT 1 TO EXHIBIT B AS SUBRECIPIENT, PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

<b>Federal Awarding Agency</b>	N/A
<b>Assistance Listing Numbers Title</b>	N/A
<b>Assistance Listing Numbers</b>	N/A
<b>Award Amount</b>	N/A

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

1. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
2. The Subrecipient shall comply with Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding these funds.
3. Commerce will provide funds to the Subrecipient by issuing one or more Notice of Subgrant Award / Funds Availability ("NFA") through Commerce's Subrecipient Enterprise Resource Application ("SERA"). Each NFA will include specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. The Subrecipient shall be governed by all applicable laws, rules, and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's NFA. The Subrecipient shall comply with all terms contained within an NFA as a condition precedent to the receipt of funds and as an ongoing condition to the use and expenditure of the funds.

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

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Federal Program: N/A

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project:

<b>State Awarding Agency</b>	Florida Department of Commerce
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<b>Catalog of State Financial Assistance Title</b>	Economic Development Tax Refund, Tax Credit, and Grant Program.
<b>Catalog of State Financial Assistance Number</b>	40.043
<b>Award Amount</b>	\$8,000,000

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

NOTE: Title 45 CFR 75.352 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Attachment 1 be provided to the Subrecipient.

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Exhibit C

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: \_\_\_\_\_  
FEIN: \_\_\_\_\_ Grantee's Fiscal Year: \_\_\_\_\_  
Contact Person Name and Phone Number: \_\_\_\_\_  
Contact Person Email Address: \_\_\_\_\_

- 1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)? \_\_\_ Yes \_\_\_ No

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

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? \_\_\_ Yes \_\_\_ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

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

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

Did Grantee expend \$1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? \_\_\_ Yes \_\_\_ No

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

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

\_\_\_\_\_  
Signature of Authorized Representative Date

\_\_\_\_\_  
Printed Name of Authorized Representative Title of Authorized Representative

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**EXHIBIT D**

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**EXHIBIT E**

**NOTICE OF COMPLETION AND ENGINEER'S CERTIFICATION OF COMPLIANCE**

**NOTICE OF COMPLETION**

FLORIDA JOB GROWTH GRANT FUND AGREEMENT  
Between  
THE FLORIDA DEPARTMENT OF COMMERCE  
and \_\_\_\_\_

**PROJECT DESCRIPTION:**

\_\_\_\_\_

Commerce Agreement  
No.

\_\_\_\_\_

In accordance with the Terms and Conditions of the Florida Job Growth Grant Fund Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the Florida Job Growth Grant Fund Agreement, the undersigned Engineer of Record certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, Grantee shall furnish Commerce a set of "as-built" plans certified by the Engineer of Record/CEI.

By: \_\_\_\_\_, P.E.

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Commerce Agreement No.: G0133

## Exhibit F

## STATE AND FEDERAL STATUTES, REGULATIONS, AND POLICIES

The Grantee agrees to, and, by signing this Agreement, certifies that, it shall comply with all applicable Federal, State, and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.
2. The Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and The Grantee shall provide for such compliance by other parties in any agreements it enters with other parties relating to this award.
3. Federal regulations applicable to this award include, without limitation, the following:
  - a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - b. Universal Identifier and System for Award Management (SAM), 2 CFR 25, pursuant to which the award term set forth in Appendix A to 2 CFR 25 is hereby incorporated by reference.
  - c. Reporting Subaward and Executive Compensation Information, 2 CFR 170, pursuant to which the award term set forth in Appendix A to 2 CFR 170 is hereby incorporated by reference.
  - d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR 180, subpart B) that the award is subject to 2 CFR 180 and Treasury's implementing regulation at 31 CFR 19.
  - e. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - f. Requirements for Drug-Free Workplace, 31 CFR 20.
  - g. New Restrictions on Lobbying, 31 CFR 21.
  - h. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - i. Generally applicable federal environmental laws and regulations.
3. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - b. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200;
  - c. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - f. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
4. Hatch Act. Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328).

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5. False Statements. Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
6. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
7. Disclaimer.
  - a. The acceptance of this award by the Grantee does not in any way establish an agency relationship between the United States and Grantee.
8. Protections for Whistleblowers.
  - a. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. This includes a management official or other employee of the Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
  - b. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
9. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
10. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

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