

**BOARD OF COUNTY COMMISSIONERS**

**DATE:** July 23, 2013

**AGENDA ITEM NO.** //

**Consent Agenda** ☐

**Regular Agenda** ☒

**Public Hearing** ☐

**County Administrator's Signature**

**Subject:**

Approval of the Second Amendment to the Economic Development Grant Funding Agreement between Pinellas County and Charles Stark Draper Laboratory, Inc. (Company)

**Department:**

Strategic Planning & Initiatives

**Staff Member Responsible:**

Mike Meidel, Director  
Economic Development

**Recommended Action:**

I RECOMMEND THAT THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE SECOND AMENDED ECONOMIC DEVELOPMENT GRANT FUNDING AGREEMENT, AND AUTHORITY BE GRANTED FOR THE CHAIRMAN TO SIGN AND THE CLERK TO ATTEST.

**Summary Explanation/Background:**

Florida Statute 125.045 authorizes counties to expend public funds to support economic development activities, including making grants for the attraction of new businesses to the community. Pursuant to Florida Statute 125.045, Pinellas County Resolution 08-61, approved at the Board's April 22, 2008, meeting established a financial commitment of \$2,000,000 to the Company (which was known as Project A7101546982 at that time). This commitment provided a portion of the local match for the State's Innovation Incentive Fund award of \$15,000,000. The original Agreement was approved at the Board's July 22, 2008, meeting. An Amendment to the original Agreement, clarifying that the Company decided to purchase a facility as opposed to leasing a facility, was approved at the Board's November 18, 2008 meeting. The funds were released to the company in 2009 after they had met all initial requirements of the Agreement.

The State has granted the Company a three year extension to their Agreement. This Amendment hereto provides a three year extension to the Term of the County Agreement. To date, the Company has exceeded their wage and capital investment goals. This Amendment provides additional time to achieve their job creation goals.

**Fiscal Impact/Cost/Revenue Summary:**

None

**Exhibits/Attachments Attached:**

Contract Review Transmittal Slip  
Second Amendment To Economic Development Grant Funding Agreement  
Amendment To Economic Development Grant Funding Agreement  
Economic Development Grant Funding Agreement

**NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP**

**PROJECT: SECOND AMENDMENT TO ECONOMIC DEVELOPMENT GRANT FUNDING AGREEMENT BETWEEN PINELLAS COUNTY AND THE CHARLES STARK DRAPER LABORATORY, INC.**

**CONTRACT NO.: N/A**

**ESTIMATED EXPENDITURE / REVENUE:**  
(Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

**OTHER SPECIFICS RELATING TO THE CONTRACT:**

Pinellas County Resolution 08-61, approved at the Board's April 22, 2008 meeting, established a financial commitment of \$2,000,000 to Draper. At the Board's July 22, 2008 meeting, the Board approved the Economic Development Grant Funding Agreement. On November 4, 2008, the Board approved an amended Economic Development Grant Funding Agreement, as the company decided to purchase a facility as opposed to leasing. The County's incentive served as part of the local match requirement for the State's Innovation Fund Grant of \$15 million. The State has extended their Agreement by three years. We are amending our Agreement accordingly.

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
<b>Originator:</b> Mike Meidel	6/20/13	MGM	NONE	
<b>Risk Mgmt:</b> Virginia Holscher 9/18/13 6/21	6/28/13	VEH	Grant funding	ADDED IN SUBJECT LINE AND SUMMARY MGM
<b>Finance:**</b> Cassandra Williams	7/1/13	CBW		
<b>OMB:**</b> Eric Naughton	7/3/13	Em		
<b>Legal:</b> Dennis Long	6/26/13	DL		
<b>Assistant County Administrator or Executive Director:</b> Larry Arrington				

**NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP**

<b>PROJECT: SECOND AMENDMENT TO ECONOMIC DEVELOPMENT GRANT FUNDING AGREEMENT BETWEEN PINELLAS COUNTY AND THE CHARLES STARK DRAPER LABORATORY, INC.</b>	
<b>CONTRACT NO.: N/A</b>	<b>ESTIMATED EXPENDITURE / REVENUE:</b> (Circle or underline appropriate choice above.)

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<b>Originator:</b> Mike Meidel	6/20/13	MM	NONE	
<b>Risk Mgmt:</b> Virginia Holscher				
<b>Finance:**</b> Cassandra Williams				
<b>OMB:**</b> Eric Naughton	7/3/13	EN		
<b>Legal:</b> Dennis Long				
<b>Assistant County Administrator or Executive Director:</b> Larry Arrington	7/3/13	LA		

**SECOND AMENDMENT TO ECONOMIC DEVELOPMENT  
GRANT FUNDING AGREEMENT**

THIS SECOND AMENDMENT ("Amendment") is made and entered as of this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between Pinellas County, a political subdivision of the state of Florida ("County"), and The Charles Stark Draper Laboratory, Inc., a Massachusetts nonprofit corporation ("Draper").

**W I T N E S S E T H:**

**WHEREAS**, the County and Draper entered into an Economic Development Grant Funding Agreement dated July 24, 2008, as amended ("Grant Agreement"); and

**WHEREAS**, the County and Draper mutually desire to amend the Grant Agreement to extend the Term for an additional three (3) years as provided herein, with the corresponding adjustment to the Measurement Period as defined in the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Section 3 of the Grant Agreement is hereby amended to extend the Term for an additional three (3) years (until July 23, 2016), unless otherwise terminated or extended as provided therein.

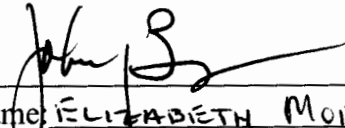
2. Except as amended herein, all terms and provisions of the Grant Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, this Amendment is executed and effective as of the date first above written.

PINELLAS COUNTY, FLORIDA  
by and through its Board of County Commissioners

THE CHARLES STARK DRAPER  
LABORATORY, INC.

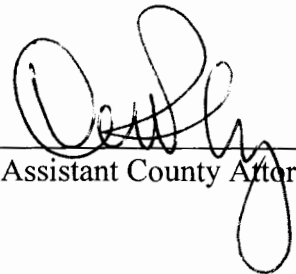
By: \_\_\_\_\_  
Kenneth T. Welch, Chair

By:  \_\_\_\_\_  
Printed name: ELIZABETH MORA  
Title: CHIEF FINANCIAL OFFICER

ATTEST:  
KEN BURKE, CLERK OF COURT

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

APPROVED AS TO CONTENT:  
OFFICE OF THE COUNTY ATTORNEY

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

COPY

AMENDMENT TO ECONOMIC DEVELOPMENT GRANT FUNDING AGREEMENT

THIS AGREEMENT is made and entered into as of this 19 day of November, 2008, by and between Pinellas County, a political subdivision of the State of Florida ("County") and The Charles Stark Draper Laboratory, Inc., a Massachusetts nonprofit corporation, having an office at 555 Technology Square, Cambridge, Massachusetts 02139 (hereinafter "Draper").

WHEREAS, County and Draper entered into an Economic Development Grant Funding Agreement dated July 24, 2008 (the "Funding Agreement"); and

WHEREAS, County and Draper wish to amend the terms of the Funding Agreement.

NOW, THEREFORE, the parties do hereby mutually agree that:

1. Section 4.B of the Funding Agreement shall be amended to read in its entirety as follows:

"Draper commits upon customary or reasonable terms and conditions to 1) lease for a minimum term of five (5) years commencing no later than July 1, 2009, a facility (the "Project Facility") for the Project in Pinellas County, as evidenced by a signed lease for the Project Facility, or 2) purchase the Project Facility for the Project in Pinellas County, as evidenced by a copy of a recorded deed or other acceptable evidence of title; Draper shall provide a copy of either the signed lease or the evidence of the acquisition of title to the property, whichever the case may be, to the County reasonably promptly after its receipt by Draper."

2. All other terms of the Funding Agreement shall remain the same.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth herein.

The Charles Stark Draper  
Laboratory, Inc.

PINELLAS COUNTY, FLORIDA, by and  
through its Board of County Commissioners

By: 

Elizabeth Mora, Vice President & Treasurer

By: 

Chairman

ATTEST:

KEN BURKE, CLERK OF COURT

By: 

Deputy Clerk

APPROVED AS TO FORM

OFFICE OF THE COUNTY ATTORNEY

By: 

Chief Assistant County Attorney

**COPY**

**ECONOMIC DEVELOPMENT GRANT FUNDING AGREEMENT**

THIS ECONOMIC DEVELOPMENT GRANT FUNDING AGREEMENT ("Grant Agreement") is made and entered into on the 24 day of July, 2008 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and the Charles Stark Draper Laboratory, Inc., a Massachusetts nonprofit corporation ("Draper"), (collectively, "Parties").

**W I T N E S S E T H**

WHEREAS, Draper is a research laboratory with internationally recognized expertise in strategic systems, space systems, tactical systems, special operations biomedical engineering, geospatial solutions, and energy solutions; and

WHEREAS, Draper is headquartered in Cambridge, Massachusetts and has six satellite offices, and has more than 1,000 employees engaged in a broad array of programs for both government and commercial sponsors; and

WHEREAS, Draper desires to establish a Tampa Bay presence through affiliations with the University of South Florida in Hillsborough County and by establishing a manufacturing facility in Pinellas County; and

WHEREAS, the State of Florida has targeted entities such as Draper for attraction to Florida to serve as catalysts for evolving technology economic development clusters in order to expand the State's economic base; and

WHEREAS, the State of Florida has pledged to provide Draper with a \$15,000,000.00 Innovation Fund Grant (the "State Grant") to be used by Draper for a regional project that includes establishing a research and development facility in Hillsborough County, and a multichip module ("MCM") manufacturing facility (the "Project") in Pinellas County ("Pinellas"); and

WHEREAS, the County recognizes that the presence of Draper in Pinellas would help to attract the type of high-wage primary jobs envisioned by the County's "Vision Pinellas," and "Pinellas by Design" plans, while helping to facilitate growth in economic clusters already targeted by the County; and

WHEREAS, pursuant to the authority granted in Section 125.045, Florida Statutes, the County agrees to provide Draper with an economic development grant of \$2,000,000.00 ("Grant Award") as local match for the State's commitment for the establishment of the facilities as described herein, and as previously authorized in Resolution 08-61; and

WHEREAS, this Grant Agreement sets forth the rights and obligations of the Parties related to the aforementioned Grant Award relating to the Project and related matters.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and are adopted as an integral part of this Grant Agreement.
2. **DEFINITIONS.** In addition to other capitalized terms or phrases that may be defined elsewhere in this Grant Agreement, the following capitalized terms shall have the meaning set forth as follows:

A. "Agreed Average Wage" means an average wage of all Jobs, as defined herein, created as of the end of the Measurement Period, at 150% of the average private sector wage in Pinellas County as determined by the Agency for Workforce Innovation ("AWI") in the most recently released ES 202 Report prior to the Effective Date, factoring in an annualized inflation rate of 3.0% for each year following the effective date of this agreement through the end of the



Measurement Period. The term “wage” includes all wages, salaries, overload/overtime/supplemental pay, bonuses, pension and retirement benefits contributed or paid by Draper, drawing accounts (advances to employees against future earnings), prizes and awards (if given by employer for employment), vacation pay, payment to employees of the difference between regular pay and jury pay, payments to employees temporarily absent while in military services, wages earned before death but paid after death, dismissal pay, sick pay (not made under a plan or system), disability pay, family leave pay and supplemental payments (difference between workers’ compensation and employee’s salary).

B. “Equipment” means integrated circuit fabrication equipment and other equipment necessary or appropriate for MCM development, fabrication and low-rate production that is to be used for the Project and to be installed at the Project Facility and has a purchase price of at least \$5,000,000.

C. “Jobs” means full-time jobs and full-time equivalent jobs (based on a 35 hour work week) for employees employed by Draper. In tabulating hours worked, any paid leave an employee takes during the pay period, such as vacation or sick leave, may be included, as well as those hours spent in efforts for the benefit of the Project.

D. “Measurement Period” shall mean the last three (3) months of the Term.

E. “Security Agreement” means the security agreement between the County and Draper to secure compliance with the Grant Agreement, the form of which is attached as Exhibit A.

3. **TERM.** The term of this Grant Agreement shall commence on the Effective Date and continue in full force and effect for a period of five (5) years (“Term”), unless otherwise terminated or extended as provided herein.

4. **CONDITIONS PRECEDENT TO GRANT FUNDING.** The disbursement of the Grant Award and/or continued funding of the Grant from the County is conditioned upon the satisfaction of the following conditions precedent:

A. The State of Florida commits upon customary or reasonable terms and conditions to providing the State Grant to Draper, as evidenced by official confirmation or a signed grant agreement, a copy of which will be provided to the County reasonably promptly after its receipt by Draper.

B. Draper commits upon customary or reasonable terms and conditions to lease for a minimum term of five (5) years commencing no later than July 1, 2009 a facility (the "Project Facility") for the Project in Pinellas County, as evidenced by a signed lease for the Project Facility, a copy of which shall be provided to the County reasonably promptly after its receipt by Draper.

C. Draper has purchased the Equipment, as evidenced by an invoice, a copy of which shall be provided to the County reasonably promptly after its receipt by Draper.

5. **FUNDING AND OBLIGATIONS.** Upon receipt by the Pinellas County Economic Development Department of the documentation required in Section 4, the County agrees, in accordance with Section 218.70 et seq., Florida Statutes "The Local Government Prompt Payment Act," to: (1) within 10 business days of receipt of the documentation, provide written notification to Draper of any objection it may have as to the consistency of the documentation with the requirements of Section 4 of this Grant Agreement; and (2) if the County does not provide such objection within the 10 day period, disperse the requested funds to Draper within 45 days of receipt of the payment request. In the event of an objection by the County as to the consistency of the documentation with the requirements of Section 4 of this Grant Agreement,

the Parties shall work promptly and cooperatively to resolve the objection reasonably and the 45 day payment period shall commence upon the resolution of the objection or as otherwise agreed by the Parties.

6. **DRAPER'S RESPONSIBILITIES.** During the term of this Grant Agreement, Draper shall:

A. Manage, supervise, oversee, pay all costs and expenses (although with whatever source of funds as Draper may lawfully secure) related to, operate, and be solely responsible for completing the Project for the Term, including, but not limited to consummating the transactions contemplated under Sections 4.B. and C. hereof; (ii) securing all permits and approvals required for the Project; (iii) contracting and/or subcontracting with all third parties necessary to complete the Project; (iv) lawfully operating the Project; and (v) providing all documentation and submittals, and satisfying all other requirements of this Grant Agreement and the State of Florida Innovation Fund Grant.

B. Maintain Agreed Average Wage Jobs in the aggregate in Pinellas County throughout the Measurement Period in accordance with the attached Exhibit B. If the number of Agreed Average Wage Jobs maintained by the Project throughout the Measurement Period does not meet or exceed the relevant number set forth in Column 1 of the attached Exhibit B, then within 30 days of receipt of a written request from the County, Draper shall return to the County the percentage of funds already disbursed to Draper by the County set forth in Column 2 of such Exhibit B on the same row.

C. Execute and deliver to the County the Security Agreement for Equipment having a value of not less than \$2,000,000, prior to (but effective upon) receiving payment of the Grant Award.

**7. DEFAULTS AND REMEDIES.**

A. Events of Default. Each of the following shall constitute an event of default (each, an “Event of Default”) hereunder if not cured within thirty (30) days after Draper receives written notice thereof:

1. A breach by Draper of any material term or condition under this Grant Agreement, including without limitation under Section 6.B hereof;

2. An event of default as defined in the State Grant, which event of default is not cured within the permitted cure period, and is not the subject of an active appeal or dispute resolution proceeding between the parties to such agreement;

3. An event of default, as defined in the Security Agreement, which event of default is not cured within the permitted cure period;

4. Draper’s voluntary filing of or consent to a petition under any bankruptcy, insolvency, or reorganization law, Draper’s failure to secure the dismissal of an involuntary bankruptcy petition within 60 days of filing, or a determination by a court of competent jurisdiction that Draper is insolvent and unable to pay its debts when due;

5. A payment request containing a fraudulent misrepresentation of a material fact;

6. Draper having ceased operations in Pinellas County prior to the last day of the Measurement Period; and

7. Draper’s failure to repay the County in accordance with the requirements of Section 6.B of this Grant Agreement.

B. Remedies. Upon or at any time after the occurrence of an Event of Default which has not been timely cured:

1. The County may withhold, temporarily or permanently, all or any unpaid portion of the Grant Award and/or may terminate this Grant Agreement upon twenty-four (24) hours notice to Draper, after which the County shall have no further funding obligation under this Grant Agreement;

2. If the County has paid the Grant Award, Draper shall repay to the County all Grant Funds received by it for the Project, except in the event of a breach of Section 6.B of this Grant Agreement, in which case Draper shall be required to pay only a percentage of the Grant Funds received in accordance with Exhibit B.

3. If and to the extent necessary to effectuate the remedies set forth in Sections 7. B.1. and 2. hereof, the County may exercise any right, power, or remedy as set forth in the Security Agreement, or as otherwise provided in law or equity pursuant to Florida law.

C. No consent or waiver, express or implied, by the County to or of any breach or default by Draper in the performance of its obligations under this Grant Agreement shall constitute a consent to or waiver of any similar breach or default by Draper. The failure of the County to complain of any act or omission to act by Draper or to declare Draper in default, irrespective of how long such failure continues, shall not constitute a waiver by the County of its rights under this Grant Agreement.

8. **COMPLIANCE WITH LAWS.** The Parties shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and the orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to public records laws.

9. **INDEMNIFICATION.** Draper shall defend, indemnify and pay the cost of defense, and hold harmless the County from all damages, suits, actions or claims of any character brought

on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the construction or operation of the Project, or on account of any act or omission, neglect or misconduct of Draper; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or by, or on account of, any claim or amounts received under the Workers' Compensation Law or of any other laws, by-laws, ordinance, order or decree.

10. **DUE AUTHORITY.** Each party to this Grant Agreement represents and warrants to the other party that (i) it has the full right and authority and has obtained all necessary approvals to enter into this Grant Agreement, (ii) each person executing this Grant Agreement on behalf of the party is authorized to do so; and (iii) this Grant Agreement constitutes a valid and legally binding obligation of the party, enforceable in accordance with its terms.

11. **ASSIGNMENT.** No party to this Grant Agreement may assign any rights or delegate any duties under this Grant Agreement without the prior written consent of the other party.

12. **NOTICES**

A. Unless and to the extent otherwise provided in this Grant Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the recipient provided below, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested, to the authorized representative of the recipient provided below, or upon the date delivered by overnight courier (signature required) to the authorized representative of the recipient provided below:

TO THE COUNTY:

TO DRAPER:

Mike Meidel, Director  
Pinellas County Economic Dev.  
13805 58<sup>th</sup> Street North, Ste. 1-200  
Clearwater, FL 33760

Vice-President,  
Finance & Administration  
The Charles Stark Draper  
Laboratory, Inc.  
555 Technology Square  
Cambridge, MA 02139

B. Either party may change its authorized representative or address for receipt of notices by providing the other party with written notice of such change. The change shall become effective ten (10) days after receipt by the non-changing party of the written notice of change.

13. **WAIVER.** No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a duly executed written modification to this Grant Agreement.

14. **GOVERNING LAW.** This Grant Agreement shall be construed in accordance with the Laws of the State of Florida.

15. **JURISDICTION AND VENUE.** Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

16. **BINDING EFFECT.** This Grant Agreement shall inure to the benefit of and be binding upon the Parties' respective successors and assigns.

17. **NO THIRD PARTY BENEFICIARY.** Persons not a party to this Grant Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

18. **HEADINGS.** The paragraph headings are inserted herein for convenience and reference only and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

19. **NO CONSTRUCTION AGAINST PREPARER OF AGREEMENT.** This Grant Agreement has been prepared by County and reviewed by Draper and its professional advisors. The County, Draper, and their professional advisors believe that this Grant Agreement expresses their understanding and that it should not be interpreted in favor of either Draper or the County or against the County or Draper merely because of their efforts in preparing it.

20. **ENTIRE AGREEMENT.** This Grant Agreement constitutes the entire agreement between the Parties and no change will be valid unless made by supplemental written agreement executed by the Parties.

21. **SEVERABILITY.** Should any paragraph or portion of any paragraph of this Grant Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Grant Agreement.

22. **NON-APPROPRIATION.** The funds to be used for this Grant Award are subject to periodic appropriation of funds by the County. Further, obligations under this Grant Agreement are contingent upon the availability of funds. If funds are not appropriated by the County for any or all of this Grant Agreement, the County shall not be obligated to pay for any services performed under this contract beyond the portion for which funds are appropriated. Such failure



of appropriation shall not constitute a breach of this Grant Agreement. The County agrees to promptly notify Draper in writing of such failure of appropriation.

**23. INDEPENDENT CAPACITY.**

A. The Parties agree that Draper, its officers, agents, and employees, in performance of this Grant Agreement, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the County. Draper agrees to take such steps as may be necessary to ensure that any third party Draper contracts with will be deemed to be an independent contractor and will not be considered or permitted to be an agent of the County.

B. Draper has no authority to, and shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment lien, or any form of indebtedness.

[Signature Page To Follow]

IN WITNESS WHEREOF, the Parties have caused this Grant Agreement to be executed by their duly authorized representatives on the date first above written.

WITNESSES:

THE CHARLES STARK DRAPER  
LABORATORY, INC.

Sign: Leonard Polyzotto  
Print: LEONARD POLYZOTTO

By: Joseph M. Wolfe Jr.  
Joseph M. Wolfe Jr.  
Vice president, Finance and Administration

Sign: Darryl Sargent  
Print: DARRYL SARGENT

ATTEST:  
KEN BURKE, CLERK OF COURT

PINELLAS COUNTY, FLORIDA, by and  
through its Board of County Commissioners

By: [Signature]  
Deputy Clerk

By: [Signature]  
Robert B. Stewart, Chairman

APPROVED AS TO CONTENT:  
OFFICE OF THE COUNTY ATTORNEY

By: [Signature]  
Managing Assistant County Attorney

**Exhibit B**

<b>Number of Jobs Maintained by the Project Throughout the Measurement Period</b>	<b>Total Percentage of Already-Disbursed Funds to be Refunded by Draper</b>
60-65+	0%
53-59	10%
47-52	20%
35-46	30%
25-34	50%
<25	100%