

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

**Meeting Date:** November 1, 2016       Consent       Regular  
     Ordinance       Public Hearing

**Department:** Department of Economic Sustainability

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: a Contract for Consulting/Professional Services with the Florida Atlantic Research and Development Authority (FARDA) in the amount of \$50,000 for the period October 1, 2016 to September 30, 2017.

**Summary:** This Contract for Consulting/Professional Services will fund the FARDA for operational expenses of the Technology Business Incubator (TBI) to provide technical assistance and business support services to emerging technology companies. Through the TBI, FARDA will be required to: host at least two (2) educational seminars for entrepreneurs, employ ten (10) interns, arrange two (2) introductory meetings between potential angel/venture capital investment funds and TBI companies, and create at least five (5) new jobs. FARDA received \$50,000 in Ad Valorem funds during Fiscal Year 2015-2016 and created 46 full-time equivalent jobs (based on their August 2016 progress report), which exceeded their five (5) FTE jobs creation requirement. This funding is projected to have a five (5) year Economic Sustainability Impact of \$5.5 Million. These funds were approved in the Fiscal Year 2016-2017 Budget adopted by the Board of County Commissioners. Countywide (JB)

**Background and Justification:** The FARDA was formed in 1985 by Broward and Palm Beach Counties as a special district whose public purposes includes the development, operation, management and financing of research and development parks in affiliation with one or more institutions of higher education, organized under Part V Chapter 159 of the Florida Statutes. FARDA brands itself as the Research Park at Florida Atlantic University whose mission is to create and sustain the ideal environment for innovation and invention, maximizing the academic and entrepreneurial talent and regional resources in South Florida to accelerate economic development and prosperity. In 2000, the Research Park created the TBI to develop a pipeline of companies that would remain in the Research Park and/or Palm Beach County over the long term.

**Attachments:**  
1. Contract with FARDA

**Recommended By:**       10-17-16  
    Department Director      Date

**Approved By:**       10/25/16  
    Assistant County Administrator      Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2017	2018	2019	2020	2021
Grant Expenditures	\$50,000				
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>\$50,000</b>				

# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				
---	-----	--	--	--	--

Is Item Included In Current Budget? Yes  X  No


Budget Account No.:

Fund 1539 Dept 143 Unit 1122 Object 8201 Program Code/Period N/A

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

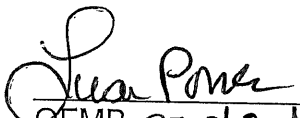
Approval of this agenda item will allocate \$50,000 in General Fund Ad Valorem dollars.

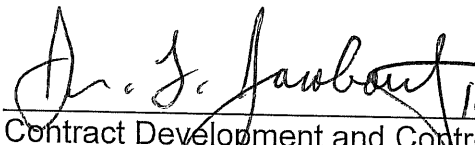
**C. Departmental Fiscal Review:**

  
 Shairette Major, Fiscal Manager II  
 10/17/16

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

  
 Sean Power 10/25/16  
 OFMB 2/10/18 mjd 10/19

  
 Dr. J. Jacobson 10/21/16  
 Contract Development and Control  
 10/24/16 JW

**B. Legal Sufficiency:**

  
 James Brub 10/24/16  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

## CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Florida Atlantic Research and Development Authority, a special district created by Broward and Palm Beach counties whose public purposes includes the development, operation, management and financing of research and development parks in affiliation with one or more institutions of higher education, organized under Part V Chapter 159 of the Florida Statutes and authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

### **ARTICLE 1 - SERVICES**

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services for the creation and development of emerging technology-based businesses through the Research Park at Florida Atlantic University's Technology Business Incubator (TBI), as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Sherry L. Howard, Deputy Director, Department of Economic Sustainability, telephone no. (561) 233-3653, email: [showard@pbcgov.org](mailto:showard@pbcgov.org).

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Andrew Duffell, President & CEO, telephone no. (561) 416-6092 ext. 1402, email: [aduffell@research-park.org](mailto:aduffell@research-park.org).

The CONSULTANT shall within thirty (30) days of the date of this Agreement, obtain a DUNS number, or update its existing DUNS record (DUNS means Dun and Bradstreet Data Universal Numbering System), register with the Central Contractor Registration (CCR) at [www.ccr.gov](http://www.ccr.gov), and shall provide written evidence to the COUNTY that it has timely done so. The COUNTY'S receipt of such written evidence shall be a prerequisite to the CONSULTANT'S receipt of any payments under this Agreement.

### **ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services on October 1, 2016, the Effective Date and complete all services by September 30, 2017.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

### **ARTICLE 3 - PAYMENTS TO CONSULTANT**

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Fifty Thousand Dollars (\$50,000) Dollars. The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis in eleven (11) equal payments of Four Thousand One Hundred Sixty-six Dollars (\$4,166.00) and one (1) payment of Four Thousand One Hundred Seventy Four Dollars (\$4,174.00). Invoices shall be accompanied by monthly status reports as detailed in Exhibit "A". This monthly status report shall consist of fully executed copies of Invoice Cover Sheet (Exhibit "B"), Business Service Record (Exhibit "C"), Cumulative Job Creation (Exhibit "D"), and Monthly Narrative Report (Exhibit "E").
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the

Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

#### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in- negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

#### **ARTICLE 5 – TERMINATION**

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 6 - PERSONNEL**

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel in accordance with the professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

#### **ARTICLE 7 – SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The subcontractor shall be in compliance with the COUNTY'S Civil Rights and Non-Discrimination Policy as contained in Resolution R2014-1421 and further described in Article 21 contained herein.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's contract with any SBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The CONSULTANT shall be required to submit to the COUNTY Schedule 1 (Participation of SBE- M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

#### **ARTICLE 8 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. CONSULTANT is not authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract, to the extent required by law.

**ARTICLE 9 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

**ARTICLE 10 – INSURANCE BY [MUNICIPALITY/AGENCY]:**

Without waiving the right to sovereign immunity as provided by *s.768.28 f.s.*, CONSULTANT acknowledges to be self-insured for General Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event CONSULTANT maintains third-party Commercial General Liability in lieu of exclusive reliance of self-insurance under *s.768.28 f.s.*, CONSULTANT shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage

CONSULTANT agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, CONSULTANT shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve CONSULTANT of its liability and obligations under this Agreement.

**ARTICLE 11 - CERTIFICATE(S) OF INSURANCE**

Prior to execution of this Agreement, the CONSULTANT shall deliver to the COUNTY via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. During the term of the Agreement and prior to each subsequent renewal thereof, the CONSULTANT shall provide this evidence to ITS at [pbcc@instracking.com](mailto:pbcc@instracking.com) or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage

Palm Beach County  
c/o Insurance Tracking Services, Inc. (ITS)  
P. O. Box 20270  
Long Beach, CA 90801

In the event COUNTY discontinues its use of the insurance tracking system named herein, the COUNTY shall provide written notice to the CONSULTANT with instructions regarding a substitute delivery address.

**ARTICLE 12 – INDEMNIFICATION**

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

**ARTICLE 13 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this

Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

#### **ARTICLE 14 – REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

#### **ARTICLE 15 - CONFLICT OF INTEREST**

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

#### **ARTICLE 16 - EXCUSABLE DELAYS**

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 17 – ARREARS**

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

## **ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

## **ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

## **ARTICLE 20 - CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

## **ARTICLE 21 - ACCESS AND AUDITS**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.



Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

#### **ARTICLE 22 – NONDISCRIMINATION**

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

CONSULTANT has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the CONSULTANT does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that CONSULTANT will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

#### **ARTICLE 23 - AUTHORITY TO PRACTICE**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

#### **ARTICLE 24 – SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 25 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

#### **ARTICLE 26 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

**ARTICLE 27 – NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Sherry Howard, Deputy Director  
Department of Economic Sustainability  
100 Australian Avenue, Suite 500  
West Palm Beach, Florida 33406

With copy to:

James Brako, Assistant County Attorney  
Palm Beach County Attorney’s Office  
301 North Olive Ave., Suite 601  
West Palm Beach, Florida 33401

If sent to the CONSULTANT, notices shall be addressed to:

Andrew Duffell, President & CEO  
Research Park at Florida Atlantic University  
3651 FAU Boulevard, Suite 400  
Boca Raton, Florida 33431

**ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

**ARTICLE 29 - CRIMINAL HISTORY RECORDS CHECK**

If CONSULTANT’S employees or subcontractors are required under this contract to enter a “critical facility,” as identified in Resolution R-2003-1274, the CONSULTANT shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code (“Criminal History Records Check” section). The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a “critical facility” will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

**ARTICLE 30 - REGULATIONS; LICENSING REQUIREMENTS**

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

**ARTICLE 31 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONSULTANT: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the CONSULTANT shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The CONSULTANT is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONSULTANT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONSULTANT does not transfer the records to the County.
- D. Upon completion of the Agreement the CONSULTANT shall transfer, at no cost to the County, all public records in possession of the CONSULTANT unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the CONSULTANT transfers all public records to the County upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the CONSULTANT to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CONSULTANT acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

**ARTICLE 32 - INCORPORATION BY REFERENCE**

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:  
SHARON R. BOCK  
CLERK AND COMPTRROLLER

PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida

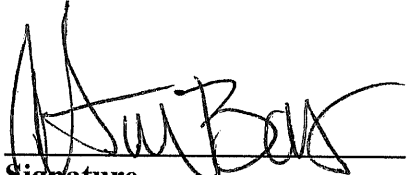
BOARD OF COUNTY COMMISSIONER

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

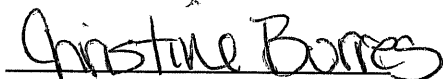
By: \_\_\_\_\_  
Mary Lou Berger, Mayor

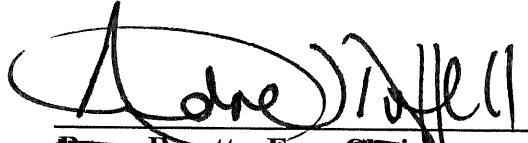
WITNESS:

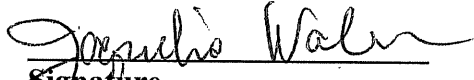
CONSULTANT:

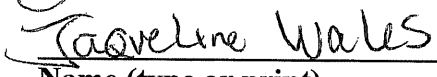
  
Signature

FLORIDA ATLANTIC RESEACH AND  
DEVELOPMENT AUTHORITY

  
Name (type or print)

  
~~Bruce Rosetto, Esq., Chair~~ ANDREW S. DUFFELL, MBA  
(Corporate Seal) President/CEO

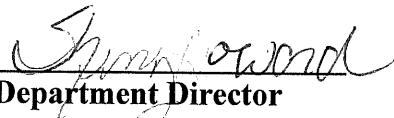
  
Signature

  
Name (type or print)

Approved as to Form  
and Legal Sufficiency

By:   
Assistant County Attorney

Approved as to Terms and Conditions

By:   
Department Director

## Exhibit "A"

### Scope of Work

The CONSULTANT agrees to:

#### **A. PROJECT SCOPE**

- (1) Pursuant to the terms of this Contract, the CONSULTANT shall develop a pipeline of emerging technology companies that would remain predominantly in the Research Park at Florida Atlantic University by:
  - a. Providing technical assistance and business support services for TBI companies;
  - b. Sourcing and placing interns from Palm Beach County colleges and universities in TBI and Research Companies; and
  - c. Sourcing and matching Angel/Venture Capital investment funds with TBI companies.

#### **B. DELIVERABLES**

- (1) Subsequent to the effective date of this Contract and within the contract period, the CONSULTANT shall as a result of its project scope achieve the following deliverables:
  - a. Plan and host at least two (2) educational seminars for entrepreneurs in the TBI;
  - b. Provide at least ten (10) internships through TBI and Research Park companies;
  - c. Arrange at least two (2) introductory meetings between potential angel/venture capital investment funds and TBI companies;
  - d. Create a minimum of five (5) full-time equivalent jobs in TBI companies;

The deliverables achieved during performance under this Contract shall not be counted or used toward receiving any additional Palm Beach County grants.

#### **C. GEOGRAPHIC LIMITATIONS**

The CONSULTANT shall ensure that all activities funded through this Contract are performed within the TBI and Research Park at Florida Atlantic University.

#### **D. REPORTS**

The CONSULTANT shall provide a detailed monthly report, to be accompanied by each invoice, which shall include the following information.

1. A **Business Service Record** (Exhibit "C") documenting the provision of services funded through this Contract, including technical services, business support provided and financial assistance.
2. A **Cumulative Job Creation** (Exhibit "D") documenting the name of the business, address/PCN, full-time or part-time, job title, number of positions, hire date, starting salary and date terminated.
3. A **Monthly Narrative** (Exhibit "E") documenting the following:
  - a. dates and number of attendees for the educational seminars;
  - b. number of internships employed with names of TBI and Research Park companies;
  - c. dates and amount of funding resulting from introductory meetings with potential angel/venture capital investment funds for TBI companies;
  - d. number of patents applied for and issued in TBI companies;
  - e. external investment capital raised by TBI companies; and
  - f. number of patents applied for and issued in TBI companies;
  - g. external investment capital raised by companies in the TBI; and
  - h. other pertinent information.

**Exhibit "B"**

**Invoice Cover Sheet**

USE AGENCY LETTERHEAD STATIONERY:

DATE:

TO: Edward Lowery, Director  
Department of Economic Sustainability  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406

FROM: Andrew Duffell, President & CEO  
Research Park at Florida Atlantic University  
3651 FAU Boulevard, Suite 400  
Boca Raton, Florida 33431

SUBJECT: Technology Business Incubator (TBI)  
Reimbursement Request No. \_\_\_\_\_  
Agreement No. \_\_\_\_\_

---

Attached you will find Invoice # \_\_\_\_\_ requesting reimbursement for \$ \_\_\_\_\_. The expenditures for this invoice cover the period of \_\_\_\_\_ through \_\_\_\_\_.

Additionally, please find the attached, back-up original documentation relating to the expenditures being involved.

---

Andrew Duffell, President & CEO

**EXHIBIT "C"**  
**Business Service Record**  
 Month of \_\_\_\_\_ 201\_       
**Research Park at Florida Atlantic University**  
**Technology Business Incubator**

Instructions: List all businesses or persons provided with technical assistance or business support services during the reporting month. Use additional pages if necessary.

#	Name of Business Assisted	Address/PCN	Date	New (N) or Existing (E)	Type of Industry	NAICS #	Type of Assistance / Services Provided	Date(s) of Service
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

Total Unduplicated Businesses Served This Month \_\_\_\_\_

Total Unduplicated Businesses Served Year-To -Date (YTD) \_\_\_\_\_

I certify that TBI provided the above-listed businesses and persons with technical assistance or business support services during the reporting month.

\_\_\_\_\_  
 Andrew Duffell, President & CEO

\_\_\_\_\_  
 Date

**EXHIBIT "D"**  
**Cumulative Job Creation**  
 Month of \_\_\_\_\_ 201\_ \_  
**Research Park at Florida Atlantic University**  
**Technology Business Incubator**

A full-time job is working 40 hrs. a week (2080 hrs. per year); A part-time job is working 20 hrs. a week (1040 hrs. per year).

#	Name of Business	Address/PCN	Full Time or Part Time	Job Title	Number of Positions	Hire Date	Starting Salary	Date Terminated
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

\_\_\_\_\_  
 Andrew Duffell, President & CEO

\_\_\_\_\_  
 Date



**Exhibit "E"**

**Month of \_\_\_\_\_ 201\_**

**Monthly Narrative Report**

(Described in Exhibit "A" D.3.)