



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2019	2020	2021	2022	2023
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-				
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Is Item Included In Current Budget? Yes \_\_\_\_\_ No X  
 Does this Item include the use of Federal funds? Yes \_\_\_\_\_ No X

Budget Account No.:

Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_ Program Code/Period N/A

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


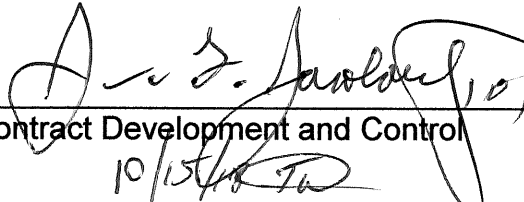
Approval of this agenda item will allocate \$50,000 in General Fund Ad Valorem dollars.

**C. Departmental Fiscal Review:**

  
 Beverley Reid, Fiscal Manager I

**III. REVIEW COMMENTS**

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

 10/12/16  
 OFMB  
 10/12/16  
 10/15/16  
 Contract Development and Control  
 10/15/16

**B. Legal Sufficiency:**

 10/15/16  
 Assistant County Attorney

**C. Other Department Review:**

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

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER

BGEX 092818\*1946

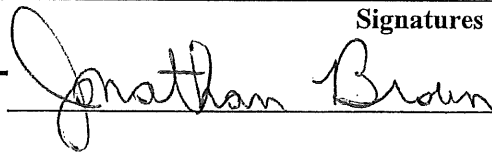
FUND 0001 General Fund

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED As of 9/29/18	REMAINING BALANCE
<b><u>REVENUES/EXPENDITURES</u></b>								
0001-820-9100-9099	Tr To economic development Fd 1539	5,037,815	5,037,815	50,000	0	5,087,815		5,087,815
0001-820-9900-9901	Contingency Reserves	20,000,000	20,000,000	0	50,000	19,950,000		19,950,000
<b>Total Receipts and Balances</b>				<b>50,000</b>	<b>50,000</b>			

Signatures & Dates

By Board of County Commissioners  
At Meeting of October 16th, 2018

Office of Financial Management & Budget  
INITIATING DEPARTMENT/DIVISION



Administration/Budget Department Approval

OFMB Department - Posted

Deputy Clerk to the

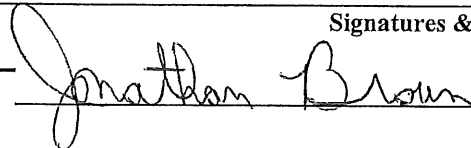
Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS  
 PALM BEACH COUNTY, FLORIDA  
 BUDGET AMENDMENT

Fund 1539 Economic Development

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED As of 9/29/18	REMAINING BALANCE
<b>REVENUES</b>								
1539-800-8000-8000	Transfer from General Fund Fd 0001	4,937,815	4,937,815	50,000	0	4,987,815		
		0	0	0	0	0		
<b>Total Receipts and Balances</b>		<b>7,508,304</b>	<b>7,508,304</b>	<b>50,000</b>	<b>0</b>	<b>7,558,304</b>		
<b>EXPENDITURES</b>								
1539-143-1153-8201	Contributions non Govts Agnces	0	0	50,000	0	50,000		50,000
		0	0	0	0	0		0
<b>Total Appropriations &amp; Expenditures</b>		<b>7,508,304</b>	<b>7,508,304</b>	<b>50,000</b>	<b>0</b>	<b>7,558,304</b>		

Office of Financial Management & Budget  
 INITIATING DEPARTMENT/DIVISION  
 Administration/Budget Department Approval  
 OFMB Department - Posted

Signatures & Dates  


By Board of County Commissioners  
 At Meeting of October 16th, 2018

Deputy Clerk to the  
 Board of County Commissioners

**Grant Agreement Between  
Palm Beach County and FAU TECH RUNWAY**

THIS AGREEMENT, dated \_\_\_\_\_, \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter the "COUNTY") and Florida Atlantic University Board of Trustees, a Public Body Corporate, of the State of Florida (hereinafter the "SUBRECIPIENT").

**WHEREAS**, FAU has established the Florida Atlantic University Tech Runway program ("FAUTR") to facilitate venture incubation and business acceleration consistent with the goal of creating the largest and best Tech Hub and commercialization center on the East Coast; and

**WHEREAS**, the State of Florida (the "State") has allocated seven hundred and fifty thousand (\$750,000) in support of the FAUTR; and

**WHEREAS**, the State is requesting that the FAUTR program have local governing body support; and

**WHEREAS**, FAU is requesting fifty thousand dollars (\$50,000) in local funding; and

**WHEREAS**, the COUNTY is satisfied that the SUBRECIPIENT has the capacity and experience to carry out the proposed activities within the work program in conjunction with the COUNTY; and

**WHEREAS**, the COUNTY will grant funding not to exceed \$50,000 in the Ad-Valorem grant funds available to SUBRECIPIENT for use in the development of the FAUTR program; and

**WHEREAS**, the SUBRECIPIENT is amenable to provide the services described herein for the development of the FAUTR program; and

**WHEREAS**, the COUNTY finds that providing the grant funding to FAU for the purposes set forth herein serves a local public purpose.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the COUNTY and the SUBRECIPIENT agree as follows:

**Recitals.** The foregoing recitals are true and correct and are incorporated herein as if fully set forth.

**ARTICLE 1 - SERVICES TO BE PROVIDED, SCHEDULE, PAYMENTS AND AUDITS**

The SUBRECIPIENT shall provide and complete all services, reports, materials, and deliverables as set forth in the Scope of Work detailed in Exhibit "A" attached hereto. The SUBRECIPIENT shall commence the services under this Agreement not later than the Effective Date of this Agreement (SUBRECIPIENT, however, may have started performing services prior to the Effective Date, in which case, SUBRECIPIENT shall nonetheless be compensated for those services under this Agreement) and SUBRECIPIENT shall complete all services within twelve months following the Effective Date of this Agreement.

Monthly payments will be made by the County to the SUBRECIPIENT, upon receipt of an invoice from the SUBRECIPIENT, in the amount of Four Thousand One Hundred Sixty-Five (\$4,165.00) dollars for the first eleven (11) months, and a final payment of Four Thousand One Hundred Eighty-Five (\$4,185.00) dollars. Invoices should be sent to the following email address: [MWeymer@pbcgov.org](mailto:MWeymer@pbcgov.org). Invoices received from the SUBRECIPIENT shall include a monthly progress report demonstrating current status, plan, and anticipated completion of tasks as defined in Exhibit "A", and shall be reviewed and approved by the COUNTY'S representative, to verify that the services, reports and materials being requested for payment have been provided by the SUBRECIPIENT in conformity with the Agreement. Approved invoices shall then be sent to the Finance Department for payment within 40 days. The SUBRECIPIENT shall clearly state "Final Invoice" on the SUBRECIPIENT'S last invoice to the COUNTY. This shall constitute the SUBRECIPIENT'S certification that all services have been properly performed, all charges and costs have been invoiced to the COUNTY, and any other charges not properly included on this final invoice are waived by the SUBRECIPIENT.

The SUBRECIPIENT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion or termination of this Agreement. 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 SUBRECIPIENT'S place of business.

If the SUBRECIPIENT fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the SUBRECIPIENT allocation amount upon giving written notice to the SUBRECIPIENT, terminate this Agreement, and the COUNTY shall have no further funding obligation to the SUBRECIPIENT under this Agreement.

#### **ARTICLE 2 - PERSONNEL**

The SUBRECIPIENT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY. The SUBRECIPIENT represents that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. All of the SUBRECIPIENT'S personnel (and all Subcontractors), while on County premises, shall comply with all COUNTY requirements governing conduct, safety and security.

#### **ARTICLE 3 – ADVERTISING AND MARKETING**

The Borrower shall include the County logo in all its marking materials for the Project. During the period of the construction of the Improvements, the County shall have the right to install and maintain on the Premises one or more signs identifying the County, or to be identified on such signs installed by others, as one of the institutions financing the Project. Sign or signs will be provided by the County and erected at Borrower's expense.

#### **ARTICLE 4 – FEDERAL REQUIREMENTS, REGULATIONS, AND AUTHORITY TO PRACTICE**

The SUBRECIPIENT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion.

SUBRECIPIENT 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.

The SUBRECIPIENT 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 5 - INSURANCE**

Without waiving the right to sovereign immunity as provided by f.s.768.28, SUBRECIPIENT acknowledges to be self-insured for General Liability and Automobile 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.

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

When requested, SUBRECIPIENT 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 SUBRECIPIENT of its liability and obligations under this Agreement.

SUBRECIPIENT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. SUBRECIPIENT shall provide this coverage on a primary basis.

#### **ARTICLE 6 - CONFLICT OF INTEREST**

The SUBRECIPIENT 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 SUBRECIPIENT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The SUBRECIPIENT 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 SUBRECIPIENT'S judgment 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 SUBRECIPIENT 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 SUBRECIPIENT. The COUNTY agrees to notify the SUBRECIPIENT of its opinion by certified mail within thirty (30) days of receipt of notification by the SUBRECIPIENT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of

interest by the SUBRECIPIENT, the COUNTY shall so state in the notification and the SUBRECIPIENT 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 SUBRECIPIENT under the terms of this Agreement.

#### **ARTICLE 7 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The SUBRECIPIENT is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the SUBRECIPIENT'S sole direction, supervision, and control. The SUBRECIPIENT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the SUBRECIPIENT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor, not as employees or agents of the COUNTY. The SUBRECIPIENT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

#### **ARTICLE 8 - CONTINGENT FEES**

The SUBRECIPIENT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SUBRECIPIENT to solicit or secure this Agreement 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 SUBRECIPIENT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

#### **ARTICLE 9 – CIVIL RIGHTS COMPLIANCE AND NONDISCRIMINATION POLICY**

The SUBRECIPIENT acknowledges that it is the express policy of the Board of County Commissioners of Palm Beach County, Florida that the COUNTY shall not conduct business with not appropriate any funds to any organization that practices discrimination on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identify and expression or genetic information. In compliance with the County's requirements, as contained in Resolution R2014-1421, the SUBRECIPIENT has either submitted a copy of its written non-discrimination policy which is consistent with the policy detailed above, or has submitted an executed statement affirming that is non-discrimination policy is in conformance with the policy detailed above.

In furtherance of such policy, the SUBRECIPIENT shall not, on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information, exclude any person from the benefits of, or subject any person to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the COUNTY shall have the right to terminate this Agreement.

#### **ARTICLE 10 - TERMINATION**

In event of termination for any of the following reasons, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the SUBRECIPIENT with funds under this Agreement shall be returned to the COUNTY. In the event of termination, the SUBRECIPIENT shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Agreement by the SUBRECIPIENT, and the COUNTY may withhold any



payment to the SUBRECIPIENT for set-off purposes until such time as the exact amount of damages due to the COUNTY from the SUBRECIPIENT is determined.

- A. Termination For Cause: If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement in whole or part by giving a fifteen (15) working day written notice of such termination to the other party and specifying therein the date of termination.
- B. Termination For Convenience: At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon termination, the COUNTY shall pay the SUBRECIPIENT for the services, reports, materials, and deliverables set forth in Exhibit A which have been provided through and including the date of termination based upon the percentage complete of each deliverable as provided in Article 1.

#### **ARTICLE 11 – RESPONSIBILITY FOR TORTIOUS ACTS**

The SUBRECIPIENT recognizes its liability for certain tortious acts of its agents, officers, and employees to the extent and limit in 768.28, Florida Statutes, the State of Florida's partial waiver of sovereign immunity. Provided, however, this provision shall not be construed as a waiver of any right of defense that the SUBRECIPIENT may possess and SUBRECIPIENT reserves all such rights as against any and all claims that may be brought under this Agreement.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the SUBRECIPIENT each binds itself and its successors, executors, administrators and assigns to the other party and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the SUBRECIPIENT shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY or SUBRECIPIENT, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the SUBRECIPIENT.

#### **ARTICLE 13 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement 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.

#### **ARTICLE 14 - SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 15 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the SUBRECIPIENT certifies that it, its affiliates, suppliers, subcontractors and subrecipients 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

#### **ARTICLE 16 - OFFICE OF THE INSPECTOR GENERAL**

Palm Beach County has established the Office of 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 SUBRECIPIENT, and its wholly owned subsidiaries, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with 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 17 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes to the Scope of Work, including alterations, reductions therein or additions thereto. Within 15 business days of receipt by the SUBRECIPIENT of the COUNTY'S notification of a contemplated change, the SUBRECIPIENT 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 SUBRECIPIENT'S ability to meet the completion dates or schedules of this Agreement. If the COUNTY so instructs in writing, the SUBRECIPIENT 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 an Amendment to this Agreement and the SUBRECIPIENT shall not commence work on any such change until such written Amendment is signed by the SUBRECIPIENT and approved and executed on behalf of the COUNTY.

#### **ARTICLE 18 - PERFORMANCE TIME AND LIABILITY**

The parties expressly agree that time is of the essence in this Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

#### **ARTICLE 19 - EXCUSABLE DELAYS**

The SUBRECIPIENT 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

SUBRECIPIENT 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 SUBRECIPIENT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the SUBRECIPIENT'S failure to perform was without it or its subcontractors fault or negligence, the Agreement schedule and/or any other affected provision of this Agreement 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 20 - WAIVER**

If the COUNTY shall waive any provisions of the Agreement, or shall fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed to be a continuing waiver and shall never be construed as such; and the COUNTY shall thereafter have the right to insist upon the enforcement of such conditions or provisions.

**ARTICLE 21 - NOTICES**

All notices required in this Agreement 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:

To County:

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

With copy to:

**James Brako, Assistant County Attorney**  
Palm Beach County Attorney's Office  
301 North Olive Ave., 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

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

**Miriam Campo, Assistant VP for Research**  
**Florida Atlantic University Division of Research**  
777 Glades Road, Building 104, Room 314  
Boca Raton, FL 33431  
Phone: 561-297-0853  
Fax: 561-297-2141  
Email: sponsoredprograms@fau.edu

Such addresses may be changed by any party by written notice to the other party.

**ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the SUBRECIPIENT agree that this Agreement 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

Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**ARTICLE 23 - COUNTERPARTS**

This Agreement may be executed in one or more counterparts, all of which shall constitute collectively but one and the same instrument.

**ARTICLE 24 – EVALUATION AND MONITORING**

The SUBRECIPIENT agrees that the COUNTY may carry out periodic monitoring and evaluation activities as determined necessary by the COUNTY, and that the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based upon the terms of this Agreement.

**ARTICLE 25 – EXCLUSION OF THIRD PARTY BENEFICIARIES**

No provision of this agreement 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 agreement, including but not limited to any citizen or employees of the COUNTY and/or employees of the SUBRECIPIENT.

**ARTICLE 26 – INDEMNIFICATION**

FAU is a state agency and agrees to be fully responsible to the extent provided by section 768.28 Fla. Stat., for its negligent acts or omissions which result in claims or suits against COUNTY, FAU, its agents, officers and employees acting within the course and scope of their employment. FAU agrees to be liable for any damages proximately caused by those negligent acts or omissions. Nothing herein is intended to be a waiver of sovereign immunity nor consent by FAU to be sued by a third party.

**ARTICLE 27 – EFFECTIVE DATE OF AGREEMENT**

This agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners (the "Effective Date").

Remainder of Page Left Blank

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

Florida Atlantic University Board of Trustees

Nancy Thoman  
Witness Signature

By: Miriam Campo  
Miriam Campo, Assistant Vice President  
Office of Sponsored Programs

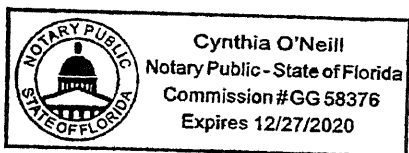
Nancy Thoman  
Print Witness Name

[Signature]  
Witness Signature

Muriel Industrious  
Print Witness Name

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10 day of, October, 2018, by Miriam Campo, as Assistant Vice President for Research, Office of Sponsored Programs for the Florida Atlantic University Board of Trustees, who is personally known to me, or who has produced n/a as identification and who did/did not take an oath.



(NOTARY SEAL ABOVE)

Signature: [Signature]

Notary Name: Cynthia O'Neill  
Notary Public - State of Florida

(COUNTY SEAL BELOW)

Florida

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

**BOARD OF COUNTY COMMISSIONERS**

ATTEST: Sharon R. Bock,  
Clerk & Comptroller

By: \_\_\_\_\_  
Melissa McKinlay, Mayor  
Palm Beach County

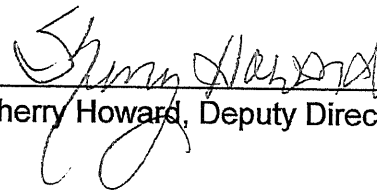
By: \_\_\_\_\_  
Deputy Clerk

Document No.: \_\_\_\_\_

Approved as to Form and  
Legal Sufficiency

Approved as to Terms and Conditions  
Department of Housing and Economic  
Sustainability

By: \_\_\_\_\_  
James Brako  
Assistant County Attorney

By:  \_\_\_\_\_  
Sherry Howard, Deputy Director

## Exhibit "A"

### SCOPE OF WORK

**PROJECT DIRECTOR: Rhys Williams**

#### **PROJECT DESCRIPTION**

The COUNTY will fund FAUTR with operational expenses in order to expand its services in northern Palm Beach County supporting Technology, Life Science and Neuroscience efforts at the FAU Jupiter campus.

**As part of the operational costs, SUBRECIPIENT is required to accomplish the following tasks:**

1. Host at least two (2) educational seminars for entrepreneurs for entrepreneurs.
2. Provide ten (10) internships.
3. Arrange two (2) introductory meetings between potential angel/venture capital investment funds to small developing companies.
4. Create at least five (5) new jobs.

All companies assisted through these funds are required to have or develop a substantial relationship to FAU, involving students and/or faculty which leads to job creation and economic activity at FAU and in Palm Beach County.

**RESEARCH CAREER ACADEMY**

<b>POSTDOC and ASTP Program</b>	<b>ASSOC or PROF Program</b>
GOAL: Prepare junior researchers for a successful research career	GOAL: Assist mid-level and senior researchers in restarting a research career
To be completed in a maximum of <b>4 years</b> Minimum of 4 courses/year will award a "Year Badge"	To be completed in a maximum of <b>3 year</b> Minimum of 3 courses/year will award a "Year Badge"
All Sponsored Programs Core Session	One Sponsored Programs Core Session
All Research Development Core Session	Research Development Core Session; Restarting your Research Career
All Compliance Core Session	One Communication Core Session
All Communication Core Session	One Innovation Core Session
All Innovation Core Session	One Sponsored Programs Elective
One Compliance Elective	One Research Development Elective
One Communication Elective	One Communication Elective
	One Innovation Elective
<b>12 COURSES</b>	<b>8 COURSES</b>

After fulfilling minimum requirements per year, each participant will receive a "Year Badge" and certificate at the annual recognition ceremony and will be allowed to display this status as part of their email signature.  
 After fulfilling all courses within a program, an FAU "Research Badge" will be awarded.



## CORE SESSIONS/WORKSHOPS

### RESEARCH DEVELOPMENT

- Develop a Research Agenda, or: Rebooting your Research Career
- Proposal Writing
- Finding Funding Opportunities

### SPONSORED PROGRAMS

- Budget Development
- Funding Solicitation Requirements
- ERA Training
- COI Training

### COMPLIANCE & METHODOLOGY

- CITI Training (one module minimum)

### COMMUNICATION

- Communicating your Research

### INNOVATION

- Introduction to IP

## ELECTIVE SESSIONS/WORKSHOPS

### RESEARCH DEVELOPMENT

- Collaboration & Project Management
- International Collaborations
- Corporate Interactions

### SPONSORED PROGRAMS

- Cores, facilities
- Grant Management
- Export Control

### COMPLIANCE & METHODOLOGY

- Protocol Development
- Electronic Portal Training
- Research Methodology
- Data Management

### COMMUNICATION

- Presentation Skills
- Social Media: Think before you post
- Research Impact & Community Engagement

### INNOVATION

TBD